



**City of Homestead  
Procurement & Contract Services Department  
AWARD RECOMMENDATION / INTENT TO AWARD**

To: Julio Brea, Director of Public Works

From: **Procurement Specialist:** Lilia Jaimes-Renteria, Buyer II

Date: 20-Oct-22

Solicitation # 202231 Type: ITB Item/Service: Water & Wastewater Treatment Chemicals

Attached are apparent low bid(s), tabulation, and/or ranking for subject items/services requisitioned by your department. Please complete the applicable portions of this form in order that proper presentation and recommendations may be made. Please return this form to the Procurement Specialist as soon as possible.

**1. PROCUREMENT COMMENTS (if applicable):**

Did not receive responses for Group II - Hydroflusilic Acid.

**2. RECOMMENDATION:**

A. Which vendor(s) do you recommend? Allied Universal Corp. & Polydyne, Inc.

B. Does this meet specifications as per your request and as advertised? YES  NO

If No, is the variance considered: MINOR  OR MAJOR

Explain: \_\_\_\_\_

C. Is the recommendation the lowest bid received? YES  NO  N/A

D. List the bids that are low but which you believe DO NOT meet specifications and list reasons why each does not meet specifications; please attach a memorandum of explanation to this form if necessary. (attach an additional sheet if further comment or explanation is required)

N/A

**3. PROCUREMENT ACTION/RECOMMENDATION(S):**

The Procurement & Contract Services Division has reviewed all submittals and recommends award to the following vendors based upon their stated prices to provide water and wastewater treatment chemicals as requested by Water & Wastewater Department. Multiple vendors were selected in accordance with item description group on bid tabulation.  
Allied Universal Corp - Group I: Elemental Chlorine (1 ton chlorine gas cylinder): \$2,995.00 Lead Time-ARO: 2-3 calendar days.  
Polydyne, Inc. - Group III: Cationic Immulsion Polymer: \$1.90/lb Lead Time-ARO: 7-10 calendar days

**4. APPROVALS:**

PRINT NAME Eduardo Gonzalez  
Department Director or designee  
SIGNATURE [Signature]  
DATE 10/24/22

SIGNATURE [Signature]  
Director of Procurement  
DATE 10/20/2022  
SIGNATURE Refer to CAR # 3702  
Risk Manager  
DATE \_\_\_\_\_

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PROCUREMENT & CONTRACT SERVICES DEPARTMENT FOR ALL AWARD RECOMMENDATIONS OF \$50,000.00 AND ABOVE. FOR AWARD RECOMMENDATIONS REQUIRING COUNCIL APPROVAL, SUBMIT THIS FORM NO LATER THAN THREE (3) WEEKS PRIOR TO THE PUBLISHED COMMISSION AGENDA ITEM DEADLINES FOR PURCHASING



**CITY OF HOMESTEAD BID TABULATION**

**Bid Number & Title:**  
ITB#202231 – Water & Wastewater  
Treatment Chemicals

**Pre-Bid Conference:**  
N/A

**Opening Date:**  
October 18, 2022 at 2:00 p.m.

**User Department:**  
Public Works - Water Treatment Division

**Contact Person:**  
Eliezer Thomas-Reyes

**Contact Information:**  
305-224-4770

DESCRIPTION	ALLIED UNIVERSAL CORPORATION	POLYDYNE, INC.	UNIVAR SOLUTIONS USA
Group I - Elemental Chlorine	\$2,995.00/ton	No Bid	No Bid
Lead Time – ARO	2-3/calendar days		
Group II – Hydrofluosilicic Acid	No Bid	No Bid	No Bid
Lead Time – ARO			
Group III – Cationic Emulsion Polymer	No Bid	\$1.90/lb	No Bid
Lead Time – ARO		7-10/calendar days	

Opened & Received by: Lilia Jaimes-Renteria

No. of Vendors Contacted: 676  
No. of Vendors Responding: 3

Date advertised: 09/23/2022  
Publications:  
South Dade News Leader/Daily Business Review  
City's website/Demandstar.com

*The City of Homestead has not checked the bids/proposals for errors or made determinations that any bids/proposals meet requirements. The City makes no claim that the prices listed above are anything other than prices entered and read aloud at the public opening. All proposals will be reviewed by an evaluation committee at a publicly scheduled meeting before being submitted to the City of Homestead City Council for approval (if required).*



**ADDENDUM TO BID DOCUMENTS**

PROJECT NAME Water and Wastewater Treatment Chemicals

PROJECT No. 202231 BID OPENING DATE 10/18/2022 ADDENDUM No. TWO

ADDENDUM ISSUE DATE: 10/14/2022

**To All Bidders:**

This addendum is issued to modify the previously issued Bid documents and/or given for informational purposes, and is hereby made a part of the Bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum by signing below.

**Questions received via [bids@cityofhomestead.com](mailto:bids@cityofhomestead.com):**

1. Q: On page 48, bid states 6 references are required, however; on page 57, bid states 3 references are required. Can you confirm the correct number of references required?

**A: Each bid must have a minimum of three (3) of the six (6) references required complete the reference questionnaire form.**

2. Q: Is a bid bond required? Page 25, section 1.22 states it is required if bid exceeds \$100,000.00. On Page 48, section 3.6 states "Intentionally Omitted".

**A: No.**

3. Q: Can you please confirm that the CSI code is not applicable for the subject polymer bid?

**A: Correct; the CSI code is not applicable.**

4. Q: How do you arrange bench testing? Who is the contact and what is the phone number?

**A: The point of contact will be: Eliezer Thomas-Reyes, Superintendent (305)224-4772.**

Authorized by:

*Julio Brea*

Julio Brea  
Director of Public Works

*Malia T. Rivera*

Malia T. Rivera, CPPO, CPPB  
Director of Procurement

Acknowledged by:  
Mark Schlag, Treasurer  
Name (Printed)

[Signature]  
Signature

10/14/22  
Date

Date



**ADDENDUM TO BID DOCUMENTS**

PROJECT NAME Water and Wastewater Treatment Chemicals

PROJECT No. 202231 BID OPENING DATE 10/18/2022 ADDENDUM No. ONE

ADDENDUM ISSUE DATE: 10/10/2022

**To All Bidders:**

This addendum is issued to modify the previously issued Bid documents and/or given for informational purposes, and is hereby made a part of the Bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum by signing below.

**Questions received via [bids@cityofhomestead.com](mailto:bids@cityofhomestead.com):**

- Q: Regarding section 4.4 (Cationic Emulsion), subsection 4.4.1 (2) "Bidders must supply equipment for performance evaluation of their product". Does this include the equipment for field testing? For example, polymer makedown equipment? Or is this in reference to laboratory equipment for bench testing?

**A: Either is fine, provided the vendor can provide it to the City within two (2) weeks upon request.**

Authorized by:

*Julio Brea*

Julio Brea  
Director of Public Works

*Malia T. Rivera*

Malia T. Rivera, CPPO, CPPB  
Director of Procurement

Acknowledged by:  
Mark Schlag, Treasurer

Name (*Printed*)

Signature  
10/12/22

Date

# INVITATION TO BID

## WATER & WASTEWATER TREATMENT CHEMICALS

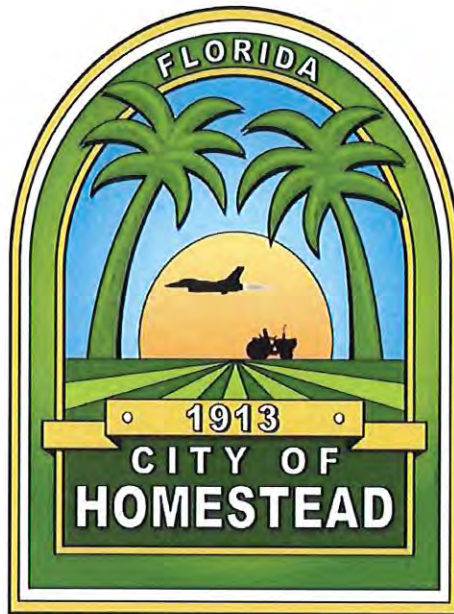
**ITB #202231**

**DUE DATE**

Tuesday, October 18, 2022 at 2:00 p.m.

**NON-MANDATORY PRE-BID MEETING**

N/A



**For information contact:**

Procurement & Contract Services Division  
450 SE 6<sup>th</sup> Avenue  
Homestead, FL 33030

**DATE ISSUED: September 23, 2022**

## TABLE OF CONTENTS

SOLICITATION SUMMARY .....	6
SOLICITATION RESPONSE FORM.....	7
SECTION 1- GENERAL TERMS & CONDITIONS .....	8
1.1 DEFINITIONS:.....	8
1.2 EXECUTION OF BID FORM:.....	10
1.3 NO BID: .....	10
1.4 TIE BIDS: .....	10
1.5 CLARIFICATIONS / INTERPRETATIONS:.....	11
1.6 CONE OF SILENCE:.....	11
1.7 BID OPENING:.....	13
1.8 AWARD OF CONTRACT: .....	14
1.9 CONTRACT EXTENSION(S):.....	16
1.10 OPEN-END CONTRACT:.....	17
1.11 SECONDARY/OTHER BIDDERS: .....	17
1.12 NON-EXCLUSIVITY:.....	17
1.13 WITHDRAWAL OF BIDS:.....	17
1.14 REJECTION OF BIDS: .....	17
1.15 PRICES QUOTED: .....	18
1.16 LOCAL PREFERENCE:.....	18
1.17 FORMS: .....	19
1.18 LIABILITY, INSURANCE, LICENSES AND PERMITS: .....	23
1.19 LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE REGISTRATION:.....	24
1.20 CERTIFICATES OF INSURANCE: .....	24
1.21 INDEMNIFICATION: .....	24
1.22 BID BOND: .....	25
1.23 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND: .....	25
1.24 CITY WEBSITE:.....	25
1.25 BID TABULATIONS: .....	25
1.26 BILLING INSTRUCTIONS:.....	25
1.27 INCORRECT PRICING/INVOICES:.....	25
1.28 TAXES: .....	25
1.29 EQUIVALENTS: .....	26

1.30	SAMPLES: .....	26
1.31	SUBSTITUTIONS: .....	26
1.32	MISTAKES: .....	26
1.33	ESTIMATED QUANTITIES:.....	27
1.34	CONDITIONS AND PACKAGING: .....	27
1.35	INSPECTION, ACCEPTANCE & TITLE: .....	27
1.36	NOTE TO VENDORS DELIVERING TO WAREHOUSE: .....	27
1.37	QUALITY: .....	27
1.38	WARRANTY:.....	27
1.39	PRODUCT RECALL:.....	27
1.40	COMPLETE PROJECT REQUIRED: .....	28
1.41	SITE INSPECTION:.....	28
1.42	UNDERWRITERS' LABORATORIES: .....	28
1.43	AMERICAN MADE: .....	28
1.44	NON-CONFORMANCE TO CONTRACT CONDITIONS:.....	29
1.45	DISPUTES:.....	29
1.46	LEGAL REQUIREMENTS:.....	29
1.47	PATENTS AND ROYALTIES: .....	29
1.48	OSHA:.....	29
1.49	ANTI-DISCRIMINATION:.....	29
1.50	DEFAULT: .....	29
1.51	BIDDER'S FACILITIES: .....	29
1.52	DISCLAIMER:.....	30
1.53	EVIDENCE: .....	30
1.54	DEMONSTRATION OF COMPETENCY: .....	30
1.55	EMPLOYEES:.....	31
1.56	ASSIGNMENT: .....	31
1.57	OPTIONAL CONTRACT USAGE: .....	31
1.58	SPOT MARKET PURCHASES:.....	31
1.59	SUNSHINE LAW: .....	31
1.60	FORCE MAJEURE: .....	32
1.61	COLLUSION: .....	32
1.62	ELIGIBILITY:.....	32

1.63	PROPERTY:.....	32
1.64	TERMINATION FOR DEFAULT:.....	33
1.65	TERMINATION FOR CONVENIENCE:.....	33
1.66	SUB CONTRACTORS:.....	33
1.67	CONFIDENTIALITY:.....	33
1.68	GOVERNING LAW AND VENUE:.....	33
1.69	ATTORNEY’S FEES:.....	33
1.70	NO PARTNERSHIP OR JOINT VENTURE: .....	33
1.71	PARTIAL INVALIDITY: .....	33
1.72	PROVISIONS BINDING: .....	34
1.73	HEADINGS AND TERMS: .....	34
1.74	ENTIRE AGREEMENT:.....	34
1.75	AUDITS: .....	34
1.76	DAVIS-BACON AND ARRA: .....	34
1.77	MINIMUM WAGE RATES:.....	34
1.78	ORDER OF PRECEDENCE: .....	35
1.79	PUBLIC RECORD LAW: .....	35
	SECTION 2- SPECIAL CONDITIONS .....	37
2.1	PURPOSE: .....	37
2.2	PROJECT LOCATIONS: .....	37
2.3	PLANS:.....	37
2.4	CONTACT PERSON:.....	37
2.5	PRE-BID CONFERENCE: .....	37
2.6	SITE INSPECTION:.....	37
2.7	DUE DATE: .....	37
2.8	TERM OF CONTRACT: .....	37
2.9	METHOD OF AWARD:.....	38
2.10	DELIVERY TIME: .....	38
2.11	LOCAL PREFERENCE:.....	38
2.12	LIQUIDATED DAMAGES:.....	38
2.13	PAYMENT AND PERFORMANCE BOND: .....	38
2.14	PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT: .....	38
2.15	ESCALATION/DE-ESCALATION .....	39



2.16	PAYMENT:.....	39
2.17	ADDITIONS/DELETIONS OF UNITS:.....	39
2.18	AVAILABILITY OF FUNDS:.....	39
2.19	BIDS BINDING: .....	39
SECTION 3- INSTRUCTIONS TO BIDDERS .....		41
3.1	BID SUBMITTAL & REQUIRED FORMS:.....	41
3.2	ADDENDA: .....	41
3.3	EXCEPTIONS TO SPECIFICATIONS:.....	41
3.4	LICENSING: .....	41
3.5	INSURANCE REQUIREMENTS: .....	41
3.6	BID BOND: .....	48
3.7	REFERENCES: .....	48
3.8	WARRANTY/GUARANTEE: .....	48
3.9	BIDDER QUALIFICATIONS:.....	48
3.10	SAMPLES: .....	49
3.11	SAFETY DATA SHEETS (SDS):.....	49
3.12	PRODUCT/CATALOG INFORMATION: .....	49
3.13	SUBCONTRACTORS:.....	49
SECTION 4- TECHNICAL SPECIFICATIONS.....		50
SECTION 5- AFFIDAVITS/FORMS.....		52
BID FORM .....		53
PERFORMANCE SURVEYS .....		56
REFERENCE QUESTIONNAIRE .....		57
AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT.....		59
BUSINESS ENTITY AFFIDAVIT.....		60
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS		
PRIMARY COVERED TRANSACTIONS .....		62
DRUG-FREE WORKPLACE PROGRAM AFFIDAVIT .....		64
SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY		
CRIMES.....		65
NOTIFICATION OF SOCIAL SECURITY NUMBER COLLECTION AND USAGE .....		67
SCRUTINIZED COMPANIES FORM.....		68
E-VERIFY... ..		69
EXHIBIT "A" BIDDER QUALIFICATIONS .....		76

## SOLICITATION SUMMARY

**Solicitation Number** 202231

**Title** Water & Wastewater Treatment Chemicals

**Issue Date** September 23, 2022

**Bid Due Date  
Deadline** Tuesday, October 18, 2022 at 2:00 p.m., EST.

**Non-Mandatory  
Pre-Bid Meeting** N/A

**Question & Answer  
End Date** Tuesday, October 11, 2022 by end of business day, 5:00 p.m. EST.

**Contact** Procurement & Contract Services Division  
(305) 224-4620  
Email: [bids@cityofhomestead.com](mailto:bids@cityofhomestead.com)

**Submission  
Information** Bids must be submitted by mail or personally delivered by sealed hard copy marked on the outside with the Bid number and name at **City of Homestead City Hall, City Clerk's Office (First Floor), c/o Bids Department, Attn: Lilia Jaimes-Renteria, 100 Civic Court Homestead, FL 33030.** All Bids and all required product information and any other items as indicated in the following document must be returned, properly completed, and in a sealed envelope or your Bid may be disqualified. If more than one package is submitted, they should be marked 1 of 2, etc. All Bids must be received no later than **Tuesday, October 18, 2022 at 2:00 p.m., EST.** The responsibility for submitting Bids before the stated time and date is solely the responsibility of the Bidder. The City will not be responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence. Please use item response form below for the outer portion of your envelope or box to be submitted.

**Tentative Schedule**

Issue/Advertisement	09/23/2022
Due Date	10/18/2022
COW	11/08/2022
Council	11/16/2022
Notice of Award	11/17/2022

**SOLICITATION RESPONSE FORM**

**Bid #202231**

**Water & Wastewater Treatment Chemicals**

**Due Date**

**Tuesday, October 18, 2022 at 2:00 p.m. EST.**

**Delivery Location**

**City of Homestead City Hall  
City Clerk's Office (First Floor),  
c/o Bids Department  
100 Civic Court  
Homestead, FL 33030**

**Submitted By:**

(name of company and address)

Polydyne Inc.  
1 Chemical Plant Road  
Riceboro, GA 31323

---

**For Official Use Only**

Date and Time Received:

Received by: \_\_\_\_\_

## SECTION 1- GENERAL TERMS & CONDITIONS

### 1.1 DEFINITIONS:

When used in these Bid Documents (defined below) or in related documents, the following terms, or pronouns are used in place of them, shall have the meanings given below:

- 1) **Addendum:** A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.
- 2) **Advertisement for Bids:** The public notice inviting the submission of Bids for the work.
- 3) **Bid:** The written offer of a Bidder to perform the Work.
- 4) **Bid Bond:** A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.
- 5) **Bidder:** Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.
- 6) **Bid Documents:** The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.
- 7) **Bid Form:** The form on which Bids are submitted.
- 8) **Calendar Day:** Everyday shown on the calendar.
- 9) **Change Order:** A) A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Architect/Engineer and approved by the City Manager and/or City Council. B) Any addition(s) to the Scope of Work or to a Purchase Order as a result of the Bid award that

adds additional costs must be brought to the City's attention and approved by the Procurement Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the City's attention and did not result in a Change Order approved by the Procurement Agent will not be honored.

10) **Contract:** The written agreement between the City and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

11) **Contract Documents:** The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

12) **Contractor:** The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the City of Homestead and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

13) **Contract Time:** The number of days allowed for completion of the Work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. The Contract Time shall be measured in Calendar Days.

14) **City:** City of Homestead, a municipal corporation of the State of Florida a political subdivision, Incorporated City within Miami-Dade

County of the State of Florida, whose governing body is a City Council consisting of a Mayor, Vice Mayor and five City Council members.

**15) City Manager:** The Manager of the City of Homestead, Florida.

**16) Days:** Reference made to Days shall mean consecutive calendar days.

**17) Lessee:** Any individual, partnership or corporation having a tenant relationship with the City.

**18) Liquidated Damages:** The amount that the Contractor accepts, as stipulated herein, that will be deducted from the Contract Sum for each Calendar Day of delay due to a Non-excusable Delay.

**19) Notice To Proceed (NTP):** The written communication issued by the City to the Contractor directing the Contractor to begin Contract work and establishing the date of commencement of the Work.

**20) Owner:** The term Owner as used in the Contract shall mean the City, but it excludes the regulatory departments of Development Services, Building Safety, Planning & Zoning, Development and Regulation (Building and Zoning); City Utilities, Departments of Miami Dade County, Department of Environmental Resources Management (DERM); Public Works, Water & Sewer, and Fire Department or their successors.

**21) Performance and Payment Bonds:** Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

**22) Plans:** The drawings or reproductions thereof, prepared by the Architect/Engineer, which show the locations, character, dimensions and details of the Work to be done and which

are part of the Contract Documents.

**23) Project:** The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

**24) Subcontractor:** Any individual, firm, partnership, joint venture or corporation supplying the Contractor with labor, materials, supplies and equipment used directly or indirectly by the Contractor in the prosecution of the Work.

**25) Substantial Completion:** Substantial Completion of the Work shall occur when the Architect/Engineer certifies that the Work is sufficiently complete, in accordance with the Contract Documents, so that the City may use the Work for the use for which it is intended or for such other use which the City in its sole discretion may determine to be appropriate under the circumstances, and only after receipt of the final certificate of occupancy.

**26) Surety:** The bonding company furnishing the Bonds required of a Bidder and of the Contractor.

**27) Technical Specifications:** The general term comprising all the written directions, provisions and requirements contained herein, entitled Technical Specifications, those portions of Standard Specifications to which reference is specifically made in the Technical Specifications, and any Addenda, and Change Orders that may be issued for the Contract, all describing the Work required to be performed, including detailed technical requirements as to labor, materials, supplies and equipment and standards to which such Work is to be performed.

**28) Work:** The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the

Contractors duties and obligations imposed by the Contract Documents.

**1.2 EXECUTION OF BID FORM:**

Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign Bid shall invalidate same and it shall NOT be considered for award. All Bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications CANNOT be changed or altered in any way. Altered Bids will not be considered. Clarification of Bid submitted shall be in letter form, signed by Bidders and attached to the Bid.

**1.3 NO BID:**

If not submitting a Bid, respond by returning an original copy of the NO Bid Form, and check off the reason. Repeated failure to bid without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list. NOTE: A Bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated Bid opening date and hour.

**1.4 TIE BIDS:**

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City 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 Bidders have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

**1.4.1** 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 action that will be taken against employees for violations of such prohibition.

**1.4.2** Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

**1.4.3** Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1.4.1).

**1.4.4** In the statement specified in subsection (1.4.1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

**1.4.5** Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

1.4.6 Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**1.5 CLARIFICATIONS / INTERPRETATIONS:**

- A) Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Procurement & Contract Services Manager, 450 SE 6<sup>th</sup> Avenue, Homestead, FL 33030; Fax: (305) 224-4639, or via email to [Bids@cityofhomestead.com](mailto:Bids@cityofhomestead.com).
- B) If any person contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, and has questions or is in need of clarification concerning these Bid documents, the Bidder must submit to the City of Homestead's Procurement and Contract Services Division at least seven (7) calendar days prior to scheduled Bid opening, a "request for clarifications". All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery. The City will attempt to answer all questions submitted after said seven (7) days but cannot guarantee a response. Such questions must be sent to the Procurement & Contract Services Division via email to [Bids@cityofhomestead.com](mailto:Bids@cityofhomestead.com) in word format. **NO QUESTIONS WILL BE RECEIVED OR ANSWERED VERBALLY.**
- C) Any interpretations of the Bid, if made, will be made only by Addendum duly issued by the City of Homestead Procurement and

Contract Services Division. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a formal Addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of such Addendum will be posted on the City's website and Demandstar and emailed back to the requestor. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified.

- D) The Bidder shall be required to acknowledge receipt of the Addendum by signing the addendum and including it with the Bid. Failure of a Bidder to include a signed Addendum in its Bid shall deem its Bid non-responsive provided, however, that the City may waive this requirement in its best interest. The City will not be responsible for any other explanation or interpretation made verbally or in writing by any other City representative.

**1.6 CONE OF SILENCE:**

Notwithstanding any other provision of these specifications, the provisions as set forth in of Section 2-411.2 "Cone of Silence," of the City of Homestead is applicable to this Solicitation. The "Cone of Silence" provides, as follows:

- (1) **Definitions:** "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or Bid, between:

- (1) a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and;
- (2) the City Councilmembers, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

(2) **Restriction; Notice:** A Cone of Silence shall be imposed upon each RFP, RFQ and Bid after the advertisement of said RFP, RFQ or Bid. At the time of imposition of the Cone of Silence, the City Manager or his or her designee shall provide for public notice of the Cone of Silence by posting a notice at the City Hall. The City Manager shall issue a written notice thereof to the affected departments, file a copy of such notice with the City Clerk, with a copy thereof to each City Councilmember, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

(3) **Termination of Cone of Silence:** The Cone of Silence shall terminate at the beginning of the City Council meeting (whether regular, special, CRA Board or Committee of the Whole meeting) at which the City Manager makes his or her written recommendation to the City Council. However, if the City Council refers to the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

(4) **Exceptions to Applicability:** The provisions of this section shall not apply to:

- (1) oral communications at Pre-Bid Conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the City Councilmembers during any duly noticed public meeting;
- (4) communications in writing at any time with any City employee, unless specifically prohibited by the applicable RFP, RFQ or Bid documents. The Bidder or proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- (5) communications regarding a particular RFP, RFQ or Bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Procurement and Contract Services Agent or City employee designated responsible for administering the procurement process for such RFP, RFQ or Bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (6) communications with the City Attorney and his or her staff;
- (7) duly noticed site visits to determine the competency of the Bidders regarding a particular Bid during the time period between the opening of Bids and the time the City Manager makes



his or her written recommendation;

(8) any emergency procurement of goods or services pursuant to City Code;

(9) responses to the City's request for clarification or additional information;

(10) contract negotiations during any duly noticed public meeting;

(11) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

(12) Contract negotiations between city staff and individuals or representatives of entities that have proposed to enter into a public-private partnership with the city in accordance with F.S. § 255.065, as amended from time to time.

- a. **Penalties:** Violation of this section by a particular Bidder or proposer shall render any RFP award, RFQ award or Bid award to said Bidder or proposer voidable by the City Council or City Manager. Any person who violates a provision of this section may be prohibited from

serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.

**1.6.1** Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

### **1.7 BID OPENING:**

Bids shall be opened and publicly read on the date, time and place specified on the Bid Form. The time /date stamp clock located in the City Clerk's office shall serve as the official authority to determine lateness of any solicitation. It is the Bidder's responsibility to assure that his Bid is delivered at the proper time and place of opening. It is the Bidder's responsibility to assure the Bid name and number is on the outside of the package and all numbered pages of Bid, all attachments thereto and all addenda released are received prior to submitting a Bid. All Bids are subject to the conditions specified herein on the attached Bid Documents and on any addenda issued thereto. Bids which for any reason are not so delivered will not be considered.

A) All Bids received after the time specified shall be returned, unopened. The responsibility for submitting Bids before the stated time and date is solely the responsibility of the proposer. The City will not be responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

B) Original copy of Bid Form as well as any other pertinent documents must be returned in order for the Bid to be considered for award. All Bids are

subject to the conditions specified herein and on the attached General Conditions, Special Conditions, Technical Specifications and Bid Form.

- C) The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title and addressed to the "Procurement & Contract Services Division". Faxed or Emailed Bids will not be accepted.
- D) Bids received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of bids shall be decided in the favor of the City of Homestead.
- E) The City of Homestead cannot be responsible for Bids received after opening time and encourages early submittal. Late Bids shall be rejected.

#### 1.8 AWARD OF CONTRACT:

- A) Award will be made only to responsible, licensed contractors possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources.

Contractors submitting Bids must be regularly engaged in the trade or trades relating to the Bids submitted.

- B) The contract will be awarded to the *lowest* responsive, responsible Bidder(s) whose Bid(s), conforming to the Solicitation, is most

advantageous to the City of Homestead. The *lowest* responsive, responsible Bidder(s) will be determined in conjunction with the methods described below. Tie Bids will be decided as described in the General Conditions.

- C) In the best interest of the City of Homestead, the City reserves the right to reject all Bids or any portion of any Bid they deem necessary for the best interest of the City, to accept any item or group of items unless qualified by the Bidder, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of these Bid Documents shall conform to applicable Florida Statutes.
- D) Bid prices should be submitted with the understanding that the City of Homestead is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.
- E) The City shall award a contract to a Bidder through action taken by the City of Homestead City Council at a duly authorized meeting. Acceptable Bids which are for an amount not exceeding \$25,000 will not have to go through Council and may be awarded by the City Manager or the Procurement & Contract Services Manager. This action shall be administratively supported by a written award of acceptance and the issuance of a Purchase Order, mailed or otherwise furnished to the successful Bidder; which shall constitute a binding

contract without further action by either party.

- F) The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Bidder's Proposal, Addenda and the Purchase Order are collectively an integral part of the contract between the City of Homestead and the successful Bidder.

While the City of Homestead City Council may determine to award a contract to a Bidder(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in Section 2-Special Conditions of this Bid. The Bidder shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Procurement & Contract Services Manager, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

- G) The Term of the Contract shall be stipulated in the Purchase Order, which is issued to the successful Bidder(s). Where there is a conflict between the contractual period stipulated in the Solicitation and the

contractual period stipulated on the Purchase Order, the Bid shall prevail. If the contract involves a single shipment of goods to the City, the contract term shall be concluded upon completion of expressed and implied warranty periods.

- H) The City reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period provided that such option is stipulated in the Special Conditions. If the City exercises the right in writing, the Bidder shall update and submit any legal documents required during the initial Solicitation no later than sixty (60) calendar days prior to the commencement of the option period. These documents, which are specified in the Special Conditions and include, but are not limited to, insurance certificates and performance bonds, must be in force for the full period of the option. If the updated documents are not submitted by the Bidder in complete form within the time specified, the City may rescind its option, declares the Bidder to be in default of its contractual obligations and award to the next low Bidder or seek a new Bid Solicitation. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess cost sustained and/or may prohibit the Bidder from submitting the future Bids for a period of one year.
- I) The City reserves the right to automatically extend this contract for a maximum period not to exceed one hundred and twenty (120) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated

and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right.

- J) The City of Homestead reserves the right not to award or to reject Bids from Bidders that are currently in litigation with the City of Homestead or as a result of any prior lawsuits.
- K) Bidder must bid on all items listed on the Bid Form to qualify for award of the Contract. Bid will be awarded on an all or nothing basis.

**1.9 CONTRACT EXTENSION(S):**

- 1) The contract terms and extension(s) are specified in the Special Conditions of this Bid. The City Manager may renew the Contract subject to Bidder acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. Notification of Intent to Renew will be e-mailed thirty (30) to one-hundred fifty (150) calendar days in advance of expiration date of this Contract. All prices, terms and conditions shall remain firm for the initial period of the Contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Procurement & Contract Services Manager. The extension period shall not extend for more than ninety (90) days beyond the

expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect under the contract when this extension clause is invoked by the City.

- 2) The City reserves the right to exercise the option to renew a term Contract of any successful Bidder(s) to a subsequent optional period provided that such option is stipulated in the Special Conditions. If the City exercises the right in writing, the Bidder shall update and submit any legal documents required during the initial Solicitation by no later than sixty (60) calendar days prior to the commencement of the option period. These documents, which are specified in Section 2-Special Conditions, include, but are not limited to, insurance certificates and performance bonds, must be in force for the full period of the option. If the updated documents are not submitted by the Bidder in complete form within the time specified, the City may rescind its option, declare the Bidder to be in default of its contractual obligations and award to the next low Bidder or seek a new Bid Solicitation. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess cost sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year. The City reserves the right to automatically extend the Contract for a maximum period not to exceed one hundred and twenty (120) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized

signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right.

**1.10 OPEN-END CONTRACT:**

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end Contract. Estimated quantities will be used for Bid comparison purposes only. The City of Homestead reserves the right to: issue purchase orders as and when required, or issue a blanket purchase order for individual agencies and release partial quantities. No delivery shall become due or be acceptable without a written order by the City, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

**1.11 SECONDARY/OTHER BIDDERS:**

The City reserves the right in the event the primary Bidder cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

**1.12 NON-EXCLUSIVITY:**

It is the intent of the City to enter into agreement with the successful Bidder that will satisfy its needs as describe herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the Work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

**1.13 WITHDRAWAL OF BIDS:**

No Bid can be withdrawn by a Bidder after it is filed with the Clerk, during the period stipulated in the advertisement for Bids, unless the Bidder makes the request in writing to the City Clerk and the request is received prior to the time set for the opening of Bids.

**1.14 REJECTION OF BIDS:**

- A. Bids that do not contain completed and properly executed forms and affidavits, as required and included in these Bid Documents, may be rejected by the City.
- B. Bids which are not responsive to the Bid Documents shall be rejected by the City.
- C. Bids will be considered irregular and may be rejected if they contain omissions, alterations of form, additions not called for, unauthorized alternate bids, or other irregularities.
- D. Any of the following additional factors may be considered sufficient cause for the rejection of the Bid.
  - 1. Bid submitted on a form other than that furnished by the City;
  - 2. Submission of more than one Bid for the same work by an individual, firm, partnership or corporation under the same or different names;
  - 3. Evidence of collusion among Bidders;
  - 4. Previous participation in collusive bidding on work for the City;
  - 5. Submission of an unbalanced Bid in which the prices bid for some items are out of proportion to the prices bid for other items;
  - 6. Lack of Competency of Bidder. The Contract will be awarded only to a Bidder considered to be capable of performing the work as

required by the Contract Documents. The City may declare any Bidder ineligible at any time during the process of receiving bids or awarding the Contract where developments arise which, in the opinion of the City, adversely affect the Bidder's competency to perform the work and to discharge its responsibilities under the Contract;

7. Lack of capability as shown by past performance of Bidder's work for the City, judged from the standpoint of workmanship and progress;
8. Unfinished work for which the Bidder is committed by contract, which, in the judgment of the City, might hinder or prevent the prompt completion of work under this Contract if awarded to such Bidder;
9. Being in arrears upon any debt, taxes or any existing contract(s) which are defaulted as surety or otherwise upon any obligation to the City, or having been sued to enforce the City's rights on a construction contract, or having failed to complete the Work, the punch list, or warranty items, or having defaulted on a previous contract with the City;
10. If the Bid does not contain a bid price for each pay item listed in the Bid Form, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a bid price; and
11. If the Bid is not accompanied by the Bid Bond.

**1.15 PRICES QUOTED:**

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. / C.I.F. destination, freight

prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s).

**1.16 LOCAL PREFERENCE:**

In accordance with City Code Section 2-411, there shall be a fifteen (15%) percent local preference given to local businesses who are holders of current city local business tax receipts for businesses which are physically located within the city limits of Homestead and have held such local business tax receipts for a minimum of one year prior to asserting the local preference. Said fifteen (15%) percent local preference must be asserted by the party seeking it at the time the competitive quotation, bid or proposal is made and shall be calculated by the purchasing department in rating competitive quotations, bids or proposals which are governed by this section of the Code of the city. The local preference shall not apply if the solicitation specifications of the city so state. Further, said local preference, as described above, shall only be applied in certain situations and shall be specifically governed by the below-described limitations:

- (1) No local preference for competitive quotations, bids or requests for proposals shall be applied where prohibited by law, regulation or applicable agreement.
- (2) That when local preference has been used in computing award recommendations, either for the purchase of goods or for the purchase of services, the city

council shall not reject the low bid solely based upon the locale of the said business. Under a competitive process solicitation, when a responsive, responsible non-local business submits the lowest price offered, and the offer submitted by one or more responsive, responsible local businesses is within fifteen percent (15%) of the price submitted by the non-local business, each of the aforementioned responsive, responsible local businesses shall have the opportunity to submit, within five (5) working days of notice of intent to award a best and final offer equal to or lower than the amount of the low offer previously submitted by the non-local business. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid, quote or proposal. In the case of a tie in the best and final bid, quote or proposal between a local business and a non-local business, contract award shall be made to the local business. In the case of a tie in the best and final bid quote or proposal between two or more local businesses, the contract shall be awarded in accordance with procedures established by the City Manager.

**1.17 FORMS:**

**A) BID FORM:**

Bidders submitting a Bid must complete and sign the Bid Form attached. Submittal of a Bid will constitute a binding offer to contract under the terms and conditions set forth herein and must remain open for the period stipulated under "Bids Binding." No Bid will be considered without an executed Bid Form.

**B) STATEMENT OF NO BID:**

Bidders in receipt of a bid notice that are not able to bid for any reason whatsoever, must complete the NO BID form attached hereto prior to the stipulated bid opening deadline.

**C) AMERICANS WITH DISABILITIES ACT OF 1990:**

**Equal Opportunity for Individuals with Disability**

The Contractor and the City of Homestead, (hereafter "owner") shall agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. 5121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this Contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In

any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this Contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement,

nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

#### **D) BUSINESS ENTITY**

##### **DISCLOSURE STATEMENT:**

Bidder or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent, domestic partner, stepmother, stepfather, or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder or as defined by Miami Dade County. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City Manager upon advice of the City Attorney. Further, Bidder or Vendor recognizes that with respect to this transaction or Bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or



Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

**E) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS:**

The Bidder certifies by submission of the Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the City of Homestead, Miami-Dade County, the State of Florida or Federal Government. Further, Bidder certifies that it has divulged, in its Bid response, information regarding any of these actions or proposed actions with other governmental agencies.

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 to provide any goods or services to a public entity, may not submit a Bid to contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in

Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The awarded Bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded Bidder must provide documented proof of efforts to comply with this requirement. The City may declare any noncompliance or lack of diligent effort by the awarded Bidder to comply as a breach of contract and immediately terminate the services of the awarded Bidder.

**F) DRUG-FREE WORKPLACE AFFIDAVIT:**

In the event of identical tie low Bids; preference shall be given to businesses with drug-free workplace programs. Bidders with such programs shall complete and submit the attached form with Bid.

All persons and entities that contract with City of Homestead are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

**G) PUBLIC ENTITY CRIMES (PEC):**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes 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 public entity, may not be awarded or perform work as a contractor, supplier,

sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**H) PERFORMANCE SURVEYS:**

The City conducts monthly, quarterly and post project performance surveys for vendors whom are awarded Bids and contracts. Surveys will be sent to the user-departments and will be used as a monitoring device to gauge performance and to utilize when awarding or renewing contracts.

**D) REFERENCE QUESTIONNAIRES:**

Bidders shall provide their clients with the Reference Questionnaire attached herein, and Bidder shall include completed client reference questionnaire forms with their Bid. It is the responsibility of the Bidder to ensure timely responses and the return of the questionnaires from their client references. Only forms completed by the client references themselves will be considered. No Bid will be considered without the minimum required completed questionnaires as specified in Section 3 – Instructions to Bidders, of these Bid Documents.

The City reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data.

**J) NOTIFICATION OF SOCIAL SECURITY NUMBER COLLECTION AND USAGE:**

In compliance with Florida Statutes §119.071(5), the City of Homestead

Procurement & Contracts Division collects and uses your Social Security number in performance of the City's duties and responsibilities.

A Social Security number is only used for legitimate employment business purposes in compliance with completing a Vendor Application in lieu of a Federal Employer Identification Number (FEIN).

**K) VENDOR APPLICATION/ BIDDER LIST:**

The Procurement & Contract Services Division maintains a list of prospective vendors and bidders classified by commodity or service. You may be placed on this list by completing the City's vendor application and commodity listing detailing the items or services that you provide. To assure that you are included under all of the appropriate categories, we ask that you be specific about the items or services that you provide. The City provides three ways to obtain a vendor application:

- 1) Attached with this document;
- 2) By visiting the City's web site at: [www.cityofhomestead.com](http://www.cityofhomestead.com)
- 3) By visiting the Procurement & Contract Services Division office.

**L) W9 FORM:**

Bidder shall provide a completed W9 tax form which certifies an individual's tax identification number. A tax identification number (TIN) is the Social Security number of an individual or the Employer Identification Number of a business, fiduciary or other organization. This form must also be present in a brokerage account's files to avoid backup withholding by the IRS.

**M) SCRUTINIZED COMPANIES:**

A) Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B) If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C) The Contractor agrees to observe the above requirements for

applicable subcontracts entered into for the performance of work under this Agreement.

D) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**N) E-VERIFY:**

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**1.18 LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where Bidder is required to enter or go onto City property to deliver materials or perform the Work, it must be properly

coordinated in advance and the Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Miami-Dade County and City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor (or agent) or any person the Contractor has designated in the completion of the Contract.

The Bidder shall obtain and pay for all certificates of competency, licenses, insurance, permits, inspection fees, and any other certification necessary or required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Building, mechanical, electrical, plumbing and structural permit plans or installations which are reviewed by a third party are subject to fees. Those fees required by the County [i.e.] fire, impact fees, DERM, code compliance, and State fee's and surcharges are the responsibility of the Contractor and cannot be waived by the City. The Bidder shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

**1.19 LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE REGISTRATION):**

The Contractor shall be responsible for obtaining and maintaining throughout the Contract period his or her city or county business tax receipts. Each Bidder submitting a Bid on this Invitation to Bid shall include a copy of the company's business tax receipt with the Bid response. For information specific to City of Homestead business

tax receipt, please call Development Services at (305) 224-4504. If the Contractor is operating under a fictitious name as defined in Section 865.059, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the Bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulations or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida.

**1.20 CERTIFICATES OF INSURANCE:**

After acceptance of Bids, the City will notify the successful Bidder to submit a certificate(s) of insurance naming the City as an additional insured. Contractor shall provide and maintain insurance coverage as required herein in-force until all the Work to be performed under the Contract has been completed and accepted by City (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth in Section 3.5 Insurance.

**1.21 INDEMNIFICATION:**

To the fullest extent permitted by law the Bidder shall hold harmless, defend at its own expense, and indemnify the City, its officers, agents, employees, directors, independent contractors, volunteers, successors and assigns and other authorized representatives from and against any and all liability, claims, demands, damages, losses, expenses, including reasonable attorney's fees, arising from all acts or omissions,

misfeasance, or malfeasance of the Bidder, or its officers, agents, servants, independent contractors or employees, including fines, fees, expenses, penalties, and attorney's fees for trial and on appeal, and of any kind and nature arising out of the actions of the Bidder connected with the Bid or the performance of any agreement resulting from this Bid, whether by act or omission of the Bidder, its agents, servants, employees or others; and including those claims or liabilities arising from City's negligence, except to the extent said claim or liability is caused by the sole negligence or intentional wrongful act of the City or City's agents or employees.

These indemnification provisions are independent of and shall not in any way be limited by the insurance contracts required by this Contract and does not in any way relieve Bidder from liability under this section.

**1.22 BID BOND:**

If the base Bid or the base Bid plus the sum of any alternates exceed \$100,000.00, the Bidder shall enclose a certified check, cashier's check, treasurer's check, bank draft or Bid bond in the amount of not less than ten percent (10%) of the Bid, payable to the City as a guarantee for the purpose set out in Section 3 – Instructions to Bidders. *(Failure to submit a Bid Bond will result in disqualification).*

**1.23 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:**

If the contract award amount exceeds \$200,000.00, a Performance Bond and Labor and Material Payment Bond will be required and will be issued within ten (10) days upon issuance of a notice of award in the form(s) required herein, and written by a surety licensed in Florida

and acceptable to the City. Bidder shall provide evidence of sufficient bonding capacity with its Bid in the form required herein. Failure to provide such evidence may result in rejection of the Bid.

**1.24 CITY WEBSITE:**

Bids, addenda, Bid tabulations, lists of Pre-Bid Conferences attendees and other information are available on the Procurement and Contract Services Division's "Bid's & RFP's" page, which can be found at:

[www.cityofhomestead.com/bids.aspx](http://www.cityofhomestead.com/bids.aspx)

**1.25 BID TABULATIONS:**

Bid tabulations are posted on the City website at [www.cityofhomestead.com](http://www.cityofhomestead.com).

**1.26 BILLING INSTRUCTIONS:**

Invoices, unless otherwise indicated, must show purchase order number and respective Bid number and shall be submitted to the City of Homestead (100 Civic Court, Homestead, FL 33030) with the requesting Department labeled on the mailing envelope.

**1.27 INCORRECT PRICING/INVOICES:**

Any pricing on invoices that is incorrect or freight charges that were not included on the original Bid Form and/or Purchase Order, must be brought to the attention of the Procurement Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the City's attention and did not receive written approval via a Change Order issued by the Procurement Agent will not be honored.

**1.28 TAXES:**

The City of Homestead is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

**1.29 EQUIVALENTS:**

If Bidder offers makes of equipment or brands of supplies other than those specified in the following, it must so indicate on its Bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered as a Bid in complete compliance with the specifications as listed on the attached form.

Manufacturer's name, brand name and model number may have been used in these specifications for the purpose of establishing minimum requirement of level of quality, standards of performance and design required and is no way intended to prohibit the bidding of other manufacturer's items of equal

material, unless otherwise indicated. Equal (substitution) may be bid, provided product so Bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. **Where equal is proposed, the Bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) and test results of unit bid as equal.**

**1.30 SAMPLES:**

Upon requests, the Bidder shall provide a complete and accurate sample of the product(s) which they propose to furnish. These items must be furnished free of expense and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Bidder's name. Failure of Bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Procurement and Contract Services Division, 450 S.E. 6th Avenue Homestead, FL 33030 or mailed to 100 Civic Court, Homestead, FL 33030.

**1.31 SUBSTITUTIONS:**

The City WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the Bidder's expense.

**1.32 MISTAKES:**

Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services.

Failure to do so will be at the Bidder's risk.

**1.33 ESTIMATED QUANTITIES:**

Quantities stated are for Bidders' guidance only and no guarantee is given or implied as to quantities that will be used during the Contract period. Estimated quantities are based upon previous needs and estimated usage for one year period. Said estimated quantities may be used by the City for the purpose of evaluating the low Bidder meeting specifications.

**1.34 CONDITIONS AND PACKAGING:**

It is understood and agreed that any item offered or shipped as a result of these Bid Documents shall be the latest new and current model offered (most current production model at the time of this Bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**1.35 INSPECTION, ACCEPTANCE & TITLE:**

Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the buyer unless loss or damage results from negligence by the buyer. If the materials or services supplied to the City are found to be defective or to not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at Bidder's expense.

**1.36 NOTE TO VENDORS DELIVERING TO WAREHOUSE:**

Receiving hours are Monday through Friday, excluding holidays, from 7:00 A.M. to 3:30 P.M. The warehouse is located at 450 S.E. 6<sup>th</sup> Avenue Homestead, FL 33030.

**1.37 QUALITY:**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, the latest model, of the best quality, and highest grade workmanship.

**1.38 WARRANTY:**

All warranties, express or implied, shall be made available to the City for goods and services covered by these Bid Documents. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the City, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. Section 3 – Instructions to Bidders of the Bid may supersede the manufacturer's standard warranty.

**1.39 PRODUCT RECALL:**

In the event the awarded Bidder receives notice that a product delivered by the awarded Bidder to the City has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded Bidder shall notify the City's Bid Procurement Agent within two (2) business days of receiving such notice. The City's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded Bidder's duty to notify the City's Procurement Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the City shall

include the name and description of the affected product; the approximate date the affected product was delivered to the City; the Bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the City, if necessary to protect the health, welfare, and safety of the City, residents or employees; and any health hazards known to the awarded Bidder which may be caused or created by the affected product. The awarded Bidder shall, at the option of the Procurement Department and/or Procurement Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the City. Unless it was absolutely necessary for the City to dispose of the affected product, the awarded Bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the City, without causing significant inconvenience to the City.

At the option of the City, the awarded Bidder may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded Bidder will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the City will be considered a default.

**1.40 COMPLETE PROJECT REQUIRED:**

These specifications describe the various items or classes of Work required, enumerating or defining the extent of same necessary, but failure to

list any item or classes under scope of the several sections shall not relieve the Contractor from furnishing, installing or performing such Work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

**1.41 SITE INSPECTION:**

Prior to submitting the Bid, the Bidder is required to visit the site of the proposed work and to become fully informed and familiar with any conditions, which may in any manner affect the Work to be done, of the character, quality and quantities of Work to be performed and materials to be furnished, and of operational activities of the City, which activities must be maintained without interference from the Work. The Bidder is also required to examine carefully the specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the Work to be performed under the contract including the necessary requirements for the Project to comply with Americans with Disabilities Act ("ADA"), its supporting regulations, and all similar Federal, state or local laws, regulations and ordinances. No additional allowances will be made because of lack of knowledge of these conditions.

**1.42 UNDERWRITERS' LABORATORIES:**

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

**1.43 AMERICAN MADE:**

The City Council of Homestead, acting in session on June 20, 1983, adopted Resolution No. 83-06-21 which states, "That it is the intent and policy of the City Council of the City of Homestead,



Florida, that the needs of the City of Homestead for supplies, materials and equipment be met using only those supplies, materials and equipment manufactured in the United States of America when same are available and when the price of same and the Bid of same is consistent with the bidding procedures of the City Code of the City of Homestead.”

**1.44 NON-CONFORMANCE TO CONTRACT CONDITIONS:**

Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder. Any violation of these stipulations may also result in:

- A) Vendor's name being removed from the vendor list.
- B) All departments being advised not to do business with vendor.

**1.45 DISPUTES:**

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

**1.46 LEGAL REQUIREMENTS:**

Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

**1.47 PATENTS AND ROYALTIES:**

The Bidder, without exception, shall indemnify and save harmless the City of Homestead, Florida and its employees from liability of any nature or 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 Homestead, Florida. If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**1.48 OSHA:**

The Bidder warrants that the product supplied to the City of Homestead, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of Contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same.

**1.49 ANTI-DISCRIMINATION:**

The Bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

**1.50 DEFAULT:**

In the event of default on a Contract, the successful Bidder shall pay all attorneys' fees and court costs incurred in collecting any liquidated damages.

**1.51 BIDDER'S FACILITIES:**

The City reserves the right to conduct site visits to Contractor's business location(s) at any time with prior notice and/or may request that Contractor

participate in live presentations. The selection of a Contractor may be based wholly or in part upon the results of site visits or live presentations.

**1.52 DISCLAIMER:**

The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise these Bid Documents; postpone or cancel at any time during this Bidding process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City's requirements will not be considered. After all Bids are analyzed, organization submitting bids that appear, solely in the opinion of the City, to be the most responsive/responsible, shall be submitted to the City of Homestead's City Council, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the Bid, which is, in the sole opinion of the City Council of the City of Homestead, in the best interest of the City. The issuance of this Bid constitutes only an invitation to make presentations to the City of Homestead. The City reserves the right to determine, at its sole discretion, whether any aspect of the Bid satisfies the criteria established in these Bid Documents. In all cases the City shall have no liability to any contractor for any costs or expense, incurred in connection with these Bid Documents or otherwise.

**1.53 EVIDENCE:**

The submission of a Bid shall be prima facie evidence that the Contractor is familiar with and agrees to comply with the contents of these Bid Documents.

**1.54 DEMONSTRATION OF COMPETENCY:**

- 1) Pre-award inspection of the Bidder's facility may be made prior to the award of Contract. Bids will only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in these Bid Documents. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City.
- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City in making the award in the best interest of the City. Financial ability shall include bonding capacity of the Bidder in sufficient amount to cover the cost of the work.
- 3) The City may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging,

and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Proposal may render the Bid non-responsive.

- 4) The City may, during the period that the Contract between the City and the successful Bidder is in force, review the successful Bidder's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in these Bid Documents. Irrespective of the Bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful Bidder no longer possesses the financial support, equipment and organization which would have been necessary during the Bid evaluation period in order to comply with this demonstration of competency section.

**1.55 EMPLOYEES:**

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Homestead. The Contractor shall supply competent and physically capable employees and the City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable

and whose presence on City property is not in the best interest of the City. Each employee shall have and wear proper identification.

**1.56 ASSIGNMENT:**

The Contractor agrees not to enter into subcontracts and shall not assign, transfer, convey, sublet or otherwise dispose of the Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the City of Homestead.

**1.57 OPTIONAL CONTRACT USAGE:**

As provided in Section 287.042 (17), Florida Statutes, other State agencies may purchase from the resulting contract, provided the Department of Management Services, Division of Procurement and Contract Services, has certified its use to be cost effective and in the best interest of the state. Contractors have the option of selling these commodities or services certified by the Division to the other State agencies at the agencies option.

**1.58 SPOT MARKET PURCHASES:**

It is the intent of the City to purchase the items specifically listed in these Bid Documents from the awarded Bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

**1.59 SUNSHINE LAW:**

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the City's evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary

information that might be included in its Bid.

**1.60 FORCE MAJEURE:**

The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Contract.

**1.61 COLLUSION:**

By offering a submission pursuant to these Bid Documents, the Bidder certifies the Bidder has not divulged, discussed or compared his Bid with other Bidders and has not colluded with any other Bidder or parties to these Bid Documents whatsoever. This also applies in the case of a joint Bid.

Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.

Any prices and/or cost data quoted for these Bid Documents have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening, directly or indirectly to any other Bidder or to any competitor.

No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in these Bid Documents, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee accepting bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

**1.62 ELIGIBILITY:**

All agents, employees and subcontractors of the Bidder retained to perform services pursuant to this Bid shall comply with all laws of the United States concerning work eligibility.

**1.63 PROPERTY:**

Property owned by the City is the responsibility of the City. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Homestead. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

**1.64 TERMINATION FOR DEFAULT:**

If Contractor defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, either the City Manager or the City Council of Homestead may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City under Section 1.65. City Manager may terminate this Agreement immediately if the City Manager deems it to be for the health, safety, and welfare of the public.

**1.65 TERMINATION FOR CONVENIENCE:**

The City Manager may terminate the Contract, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination. In no event shall City be liable for consequential damages, including anticipated lost profits on work not performed on this or any other project.

**1.66 SUB CONTRACTORS:**

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor, sub-subcontractor and the City. Contractors shall be as fully responsible to the City for the acts and omission of the subcontractors and sub-subcontractors as for the acts and omissions of person(s) directly employed.

**1.67 CONFIDENTIALITY:**

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If the Bid submittal contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

**1.68 GOVERNING LAW AND VENUE:**

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

**1.69 ATTORNEY'S FEES:**

In connection with any litigation, mediation and arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including appellate litigation and any post-judgment proceedings.

**1.70 NO PARTNERSHIP OR JOINT VENTURE:**

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City and Contractor, or to create any other similar relationship between the parties.

**1.71 PARTIAL INVALIDITY:**

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

**1.72 PROVISIONS BINDING:**

Except as otherwise expressly provided in these Bid Documents, all covenants, conditions and provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

**1.73 HEADINGS AND TERMS:**

The headings to the various paragraphs of these Bid Documents have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

**1.74 ENTIRE AGREEMENT:**

The Contract consists of this Invitation to Bid, General and Special Conditions, Minimum Technical Specifications, Addenda, Contractor's Response, all items attached and any written agreement entered into by the City and Contractor, and are made part of and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. This Contract may be modified only by a written agreement signed by the City of Homestead and Contractor.

**1.75 AUDITS:**

The City shall have access to all books, records, and documents of the successful Bidder which directly relate to the Work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the Contractor or at some location mutually agreed upon by the City and the Contractor.

**1.76 DAVIS-BACON AND ARRA:**

American Recovery and Reinvestment Act funds used for a transaction that involves a new construction or repair contract, exceeding \$2,000 must comply with the prevailing wage requirements of the Davis-Bacon and Related Acts requirements.

Section 1606 of the ARRA legislation:

“Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and sub-contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.”

- Davis-Bacon applies to all ARRA projects
- Applies for the entire project, not just the portion funded by ARRA.

**1.77 MINIMUM WAGE RATES:**

**U.S. Department of Labor:** In projects having Federal participation, minimum wage rates for the proposed work will be established by the U.S. Department of Labor, Employment Standards Administration. Schedules of labor classifications and corresponding wage rates and benefits will be included in the Bid Documents.

**1.78 ORDER OF PRECEDENCE:**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

**1.79 PUBLIC RECORD LAW:**

**PUBLIC RECORDS.**

- a. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- b. Upon request from the City custodian of public records, Contractor shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

- d. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- e. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- f. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

**Section 119.0701(2)(a), Florida Statutes**

**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.**

**Custodian of  
Records: ELIZABETH SEWELL,  
CITY CLERK**

**Mailing address: 100 CIVIC COURT,  
HOMESTEAD, FL 33030**

**Telephone number: 305-224-4442**

**Email:**  
[ESEWELL@CITYOFHOMESTEAD.COM](mailto:ESEWELL@CITYOFHOMESTEAD.COM)

*End of Section*



## SECTION 2- SPECIAL CONDITIONS

### 2.1 PURPOSE:

The purpose of this Bid is to establish a contract, by means of sealed bids, to provide a source of supply for the treatment chemicals for the Water and Wastewater Treatment Department for the City of Homestead, Florida.

### 2.2 PROJECT LOCATIONS:

#### Water Plant:

505 NW 9<sup>th</sup> Street  
Homestead, FL 33030

#### Harris Field:

1034 NE 8<sup>th</sup> Street  
Homestead, FL 33030

### 2.3 PLANS:

There are no plans associated with this project.

### 2.4 CONTACT PERSON:

For any additional information regarding the specifications and requirements of this Bid, contact: Lilia Jaimes-Renteria, BUYER II, at 305-224-4620 or via e-mail at [bids@cityofhomestead.com](mailto:bids@cityofhomestead.com).

### 2.5 PRE-BID CONFERENCE:

INTENTIONALLY OMITTED.

### 2.6 SITE INSPECTION:

Prior to submitting the bid, the bidder is required to visit the site of the proposed work and to become familiar with any conditions, which may in any manner, affect the work to be done or affect the equipment, materials and labor required. The bidder is also required to examine carefully the specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

### 2.7 DUE DATE:

All Bids are due no later than **Tuesday, October 18, 2022 at 2:00 p.m. EST** or any time prior thereto at the City of Homestead, City Hall, City Clerk's Office (First Floor), c/o Bids Department, Attn: Lilia Jaimes-Renteria, 100 Civic Court Homestead, FL 33030. Bids shall be opened and publicly read in the City Hall Council Chambers, on the date and at the time specified. All Bids received after that time shall be returned, unopened. The responsibility for submitting Bids before the stated time and date is solely the responsibility of the Bidder. Any disputes regarding timely receipt of bids shall be decided in favor of the City. The City will not be responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence. Bidders are to submit Bids at their own risk and cost.

### 2.8 TERM OF CONTRACT:

The initial term of the Contract shall be from **December 1, 2022 through September 30, 2023**.

Orders will be placed to vendors on an as-needed basis to meet City usage requirements. Providing the successful Bidder will agree to maintain the same terms and conditions of the current contract, this contract could be extended on annual renewals and extensions by written agreement for any one term not to exceed four term annual renewals.

In the event services are scheduled to end because of the expiration of this contract, the contractor shall continue the service upon request of the City as authorized by the awarding authority. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

**2.9 METHOD OF AWARD:**

Each Group specified on the Bid Form could be awarded on an individual basis. The City reserves the right to award each group in this bid individually, either to the same Vendor or to different Vendors if the City determines that it is in the best interest of the City.

The City reserves the right to award this contract to multiple vendors if it is deemed to be in the best interests of the City.

Also refer to Award of Contract, Section 1.8.

**2.10 DELIVERY TIME:**

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

Bidders shall specify on the attached Bid Form the estimated delivery time (in calendar days) for each item. The delivery time should be your best estimate, as orders will be placed based on that information.

**2.11 LOCAL PREFERENCE:**

Shall apply to this solicitation, Refer to Section 1.16

**2.12 LIQUIDATED DAMAGES:**

Vendor shall specify in the space provided the guaranteed delivery time. If the successful bidder fails to deliver within the specified delivery time, it is understood that \$25.00 per calendar day per item will be deducted, as liquidated damages, for each day beyond the specified delivery time. This is imposed as liquidated damages, not as a penalty, in recognition of the difficulty in ascertaining actual damages.

**2.13 PAYMENT AND PERFORMANCE BOND:**

INTENTIONALLY OMITTED

**2.14 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:**

If the Bidder is awarded a Contract under this Bid solicitation, the prices quoted by the Bidder on the Bid Form shall remain fixed and firm during the initial term of this Contract.

Prices or billing amounts shall not exceed the prices stated in the Contract without the prior written consent of the City. The prices stated include packing, crating, and transportation, F.O.B./C.I.F. destination, Freight prepaid. Bidder agrees that any price reduction applicable to the ordered services or supplies subsequent to the order date but prior to delivery will be applicable to the Contract.

Bidder may offer incentive discounts from this fixed price to the City at any time during the Contract term.

Request for price increase adjustments may be considered for renewal terms, refer to the following Section 2.15.

**2.15 ESCALATION/DE-ESCALATION**

Prices shall remain firm for the initial term of the contract, unless economic adjustments are agreed upon by both parties and based on the most recent published Consumer Price Index at the time of the request.

Requests for price adjustments due to economic impact must be made in writing to the Procurement & Contract Services Department, Director of Procurement at least 90 days in advance of expected increase detailing the need for such increase. All request(s) for base price increases are subject to review and approval by the City.

The City reserves the right to accept or reject the request for a price increase and if appropriate, to utilize other resources in evaluating escalation requests, including requesting confirmation from the manufacturer. This clause also enables the City to seek de-escalation on the basis of the same terms and other resources.

**2.16 PAYMENT:**

Full payment will be made upon receipt and acceptance of a complete unit(s). No down or partial down payments will be made.

All Bid prices must be F.O.B./C.I.F. destination, freight prepaid Homestead, Florida with delivery to the location specified at the time of order.

There will be no deposit charged for use of cylinders or charges for late returns.

**2.17 ADDITIONS/DELETIONS OF UNITS:**

Although this Solicitation identifies specific locations to be serviced and maintained, it is hereby agreed and understood that any new location may be added/deleted to/from this contract at the option of the City, at the awarded Bid price.

**2.18 AVAILABILITY OF FUNDS:**

It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

**2.19 BIDS BINDING:**

All Bids submitted shall be binding for 365 calendar days following the Bid Opening.

*End of Section*

## SECTION 3- INSTRUCTIONS TO BIDDERS

*(To be submitted with Bid)*

### 3.1 BID SUBMITTAL & REQUIRED FORMS:

All Bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid bid, ONE (1) MARKED ORIGINAL AND TWO (2) COPIES AND ONE (1) CD OR USB FLASH DRIVE shall include the completed Bid Form, Bid Bond (if applicable) (attached), ADA Disability Nondiscrimination Statement (attached), Business Entity Disclosure Statement (attached), Bidder Qualifications (attached), Certification Regarding Debarment, Suspension and other responsibility matters (attached), Drug-free Workplace Program Affidavit (attached), Public Entity Crimes form (attached), Scrutinized Companies form (attached), E-Verify (attached), Performance Survey (attached), Reference Questionnaire (attached), Vendor Registration Instructions (attached), W9 form (attached) and all required product information and any other items as indicated in this Section, Bid Form or any part of this Invitation to Bid must be returned, properly completed, in a sealed envelope as outlined in the General Conditions. Bids will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

### 3.2 ADDENDA:

Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid may deem its Bid non-responsive provided, however, that the City may waive this requirement in its best interest.

### 3.3 EXCEPTIONS TO SPECIFICATIONS:

Bidder (s) shall list any exceptions to specifications on the Bid Form and shall reference the section. Any exception to these sections may be cause for the Bid to be considered non-responsive.

Taking an exception to any of the Terms and Conditions or Sections other than Technical Specifications may, depending on the item, cause your response to be deemed non-responsive and not considered for award.

### 3.4 LICENSING:

Bidder(s) shall submit, with their Bid, a copy of their valid occupational/business license and State registration [Florida State Registration can be located and printed at [www.Sunbiz.org](http://www.Sunbiz.org)]. Bidder must also submit certificates of competency, licenses or any other certification necessary to complete the Contract. Bidders must be in good standing and authorized to transact business in the State of Florida. Must not be listed in the System for Award Management (SAM) as an excluded party. In addition, all licenses required for Bidders whose businesses and professions are regulated by the Florida Department of Business and Professional Regulation must be active and current.

### 3.5 INSURANCE REQUIREMENTS:

These are mandatory insurance requirements, please be sure to fulfill each requirement listed below. All policies, endorsements, certificates and/or binders shall be subject to approval by the City's Risk Management as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by a duly authorized representative of the City. A lapse in any required insurance coverage during this Contract

shall be considered a material breach. Further it is understood and agreed by Bidder that nothing in this provision shall waive or otherwise limit the right of the City to modify **INSURANCE REQUIREMENTS** to meet the demands of special or unique circumstances. Accordingly, those rights are expressly reserved by the City.

The insurance obligations under this Contract shall be: all the insurance coverage and/or limits carried by or available to the Bidder or the minimum insurance requirements and/or limits shown in this Contract, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover obligations of the Bidder under this Contract.

If evidence of insurance provided by Bidder does not comply with the requirements of this section, the City reserves the right but not the obligation to deem your Bid non-responsive.

Throughout the term of this agreement and for all applicable statutes of limitation periods, Bidder agrees to have and maintain in full force and effect the insurance policies set forth in this article. All policies must contain an endorsement requiring minimum thirty (30) days written notice from the insurance company to the City prior to cancellation or any change in coverage, scope or amount of any such policy or ten day notice for non-payment of premium.

**BIDDER EXPRESSLY AFFIRMS THAT IT HAS HAD THE OPPORTUNITY TO RECOVER THE COSTS OF THE INSURANCE REQUIRED IN ITS CONTRACT PRICE.**

- A.) All insurance policies shall be issued by insurers that are authorized to transact business in the State of Florida, and have an A. M. Best's financial and size rating of A-VII or better.
- B.) All insurance policies, except Property, Workers Compensation and Professional Liability (if applicable), shall name and endorse the following as additional insured: The City of Homestead, its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Bidder. The Commercial General Liability policy shall be endorsed with the **ISO CG2010 Additional Insured** endorsement (or similar endorsement or policy coverage form with coverage at least as broad as the ISO CG 2010) and the **ISO CG 2037 Additional Insured – Completed Operations** endorsement (or similar endorsement or policy coverage form with coverage at least as broad as the ISO CG 2037). As additional insured, the City shall be defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Bidder, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence. Bidder shall provide a copy of these policy forms or endorsements at any time upon City request.

C.) *It is specifically agreed that the City of Homestead shall not be liable to the Bidder for any liability arising out of the performance of this Agreement. Bidder specifically waives any and all rights of recovery it may have against the City of Homestead, independent of any waiver of rights of recovery by any insurer. All insurance policies shall include a Transfer of Rights of Recovery Against Others to Us/Waiver of Subrogation in favor of the City.*

*Bidder agrees to obtain any endorsement or policy coverage form that may be necessary to effect all waivers of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement or policy coverage form from the insurer.*

D.) All insurance policies shall be endorsed to provide that (a) Bidder's Insurance is **primary and non-contributory** to any other Insurance available to the City of Homestead with respect to claims covered under the policy and (b) Bidder's insurance applies separately to each insured against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable. **Any policy including a self-insured retention ("SIR") in the primary layer of liability in any amount must be submitted to and approved by the City's Risk Management Department prior to risk approval.**

E.) If the Bidder fails to submit the required insurance certificate(s) in the manner prescribed with the executed agreement submitted to the City and if not submitted with the executed agreement in no event exceed three (3) calendar days after request to submit certificate(s) of insurance, the Bidder shall be in default, and the Contract may be rescinded at the City's sole discretion. Under such circumstances, the Bidder may be prohibited from submitting future solicitations to the City.

F.) Bidder shall carry the following types of insurance coverage whether products and/or services provided by Bidder to the City in connection with the performance of this Contract occur on City premises or not.

1) **WORKER'S COMPENSATION:** As required by the State of Florida with the statutory limits, and include employers' liability insurance with a limit of not less than \$1,000,000 for each accident, \$1,000,000 for each disease and \$1,000,000 for aggregate disease. Policy shall be endorsed with a "Waiver of Our Right to Recover From Others" endorsement which favors the City. A copy of NCCI Form WC 00 03 13 (or similar endorsement with coverage at least as broad as NCCI Form WC 00 03 13) issued by the insurer may be required for risk review and shall be provided by Bidder at any time upon request.

If Bidder's workers compensation program is part of an employee-leasing or co-employment arrangement where certain Statutory employees may be excluded from coverage, Bidder specifically agrees to indemnify, hold harmless, defend against and pay or reimburse the City for losses the City or its insurers may be obligated to pay to any natural person who is denied workers compensation benefits or employers

liability coverage that arise out of or result from Bidder's employee-leasing or co-employment arrangement.

2) **AUTOMOBILE LIABILITY**: Bidder shall carry automobile liability insurance with minimum limits of One Million (\$1,000,000) dollars, combined single limit per occurrence for bodily injury liability and property damage. The policy is to be written on ISO Form CA 00 01 covering any auto (Symbol 1) or if Bidder has no owned autos, covering hired (Symbol 8) and non-owned (Symbol 9) autos. Policies shall be endorsed to add the City of Homestead as Additional Insured and include a Waiver of Subrogation in favor of the City. Coverage must be primary and non-contributory to any other insurance available to the City of Homestead.

**Bidder's policy shall include: (1) FMSCA Form MCS-90 Endorsement and (2) ISO CA 9948 Broadened Transportation Liability Endorsement. These endorsements must be clearly evidenced on any Certificate of Insurance provided by Bidder to the City.**

**Copies of the endorsements or policy forms reflecting these terms may be required for risk review and shall be provided by Bidder at any time upon request.**

3) **COMMERCIAL GENERAL LIABILITY**: Bidder shall carry Commercial General Liability Insurance for all operations and shall include **but shall not be limited to** Contractual, Products and Completed Operations and Personal and Advertising Injury coverage with limits of not less than: One million (\$1,000,000) dollars each Occurrence and for Personal and Advertising Injury coverage and two million (\$2,000,000) dollars for Products – Completed Operations Aggregate and General Aggregate. The Commercial General Liability insurance policy must include **but shall not be limited to** the following listed Coverages: Coverage A – Bodily Injury and Property Damage Liability, Coverage B – Personal and Advertising Injury Liability, and Coverage C – Medical Payments. Coverage shall include **but shall not be limited to** coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

Bidder's Commercial General Liability insurance coverage shall be primary and non-contributory. For any claim related to this contract, this coverage shall be primary coverage at least as broad as **ISO CG 20 01 04 13 – PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION** as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Bidder's insurance and shall not contribute with it. Bidder shall provide a copy of this policy form or endorsement at any time upon City request.

**The City's Risk Management Department will not accept an insurance policy that includes the ISO CG 21 39 CONTRACTUAL LIABILITY LIMITATION,**



**the ISO CG 24 26 AMENDMENT OF INSURED CONTRACT DEFINITION or similar policy coverage forms or endorsements.**

The Commercial General Liability policy must be endorsed to add the City of Homestead as Additional Insured and include a Transfer of Rights of Recovery Against Others to Us / "Waiver of Subrogation" endorsement in favor of the City. Copies of these policy coverage forms or endorsements reflecting these terms may be required for risk review and shall be provided by Bidder to the City at any time upon request.

**4) COMMERCIAL UMBRELLA OR COMMERCIAL EXCESS LIABILITY:** Bidder may satisfy the minimum liability limits required above by providing proof of a Commercial Umbrella or Commercial Excess Liability policy. There is no minimum Per Occurrence limit of liability under a Commercial Umbrella or Commercial Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above.

**If relying upon Commercial Umbrella or Commercial Excess Liability limits to satisfy the minimum liability limits required in this Invitation to Bid,** Bidder agrees to name and endorse the City of Homestead, its officers, agents, employees and council members as **additional insured**. As additional insured, the City shall be defended and indemnified for claims caused by the acts, actions, omissions or negligence of Bidder, its employees, agents, subcontractors, and representatives, but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

**Further, if relying upon Commercial Umbrella or Commercial Excess Liability limits to satisfy the minimum liability limits required in this Invitation to Bid,** policy(ies) must be endorsed with Transfer of Rights of Recovery Against Others to Us / "Waiver of Subrogation" in favor of the City.

**If required as outlined above,** a copy of the Additional Insured and Transfer of Rights of Recovery Against Others to Us / "Waiver of Subrogation" policy coverage forms or endorsements may be required for risk review and shall be provided by Bidder at any time upon request.

**5) ENVIRONMENTAL IMPAIRMENT / POLLUTION LEGAL LIABILITY:** Bidder shall carry and maintain environmental impairment / pollution legal liability insurance with **minimum** limits of **\$2,000,000** Per Occurrence and **\$2,000,000** Annual Aggregate for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under the Agreement, or which arises out of, or in connection with the Agreement, including **but not limited to** coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage (**including but not limited to loading and unloading**) and non-owned disposal site coverage.

The City and City's members, officials, officers and employees shall be included as additional insureds under this policy.

**Strong preference given to coverage written on an Occurrence Form.** If coverage is written on a Claims-Made Form, the coverage must respond to all claims reported within five (5) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. Further, Bidder's evidence of insurance must include the policy retroactive date.

- G.) Bidder shall provide the City of Homestead's Contract Administrator/Buyer with a copy of the certificate(s) of insurance and endorsements evidencing the types of insurance and coverage required in this Section within three (3) calendar days of Bidder's receipt of Notice of Intent to Award the Contract and, at any time thereafter, upon request by the Contract Administrator/Buyer. It is the BIDDER'S responsibility to ensure that the Contract Administrator/Buyer is provided with evidence of current insurance on file with the City during the term of this Agreement, or longer as may be required herein.
- H.) Bidder's Insurance Policies shall be endorsed to provide the City with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage or limits or ten days for non-payment of premium. Notice shall be sent to:
- City of Homestead  
Attn: Procurement & Contract Services Division  
450 SE 6<sup>th</sup> Avenue  
Homestead, FL 33030
- I.) At any time while this Agreement is in force, if any of the Bidder's insurance policies is written on a Claims-Made coverage form, then Bidder shall maintain such insurance coverage for a period of FIVE (5) years after the expiration or termination of this agreement (including any and all extensions and/or renewals) **OR** provide City with an Extended Reporting Period endorsement with a minimum term of no less than FIVE (5) years, as evidence of the City's ability to present a claim(s) past the expiration of the Claims Made policy(ies) which arise from work performed under this Bid during any Claims Made policy period.
- J.) If any of Bidder's Insurance policies (1) includes a general aggregate limit and (2) provides that claims investigation and/or legal defense costs and/or expenses are included within the policy's general aggregate limit, the general aggregate limit of said policy(ies) shall be no less than five (5) times the per occurrence limit as specified above in this Section.
- K.) The provisions of this Section shall survive the expiration or termination of this agreement.
- L.) **PAYMENT:** If any of the insurance policies required under this Section lapse during the term of this agreement or any extension or renewal of the same, Bidder shall not

receive payment from the City until such time that the City has received satisfactory evidence of reinstated coverage of the types and coverage specified in this Section that is effective as of the lapse date. The City, in its sole discretion, may terminate the Agreement immediately and no further payments shall be due to Bidder.

- M.) **RENEWAL OF INSURANCE:** Bidder shall be responsible for assuring that the insurance certificate/ endorsements required in conjunction with this section remains in force for the duration of the Contract term. If the insurance certificate/endorsements are scheduled to expire during this period, Bidder shall be responsible for submitting a new or renewed insurance certificate/ endorsements to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificate/endorsements are not replaced with a new or renewed certificate(s) evidencing acceptable insurance coverage which covers the Contract term, the City may suspend this Agreement until such time as the new or renewed certificate/endorsements evidencing acceptable insurance coverage are received by the City.
- N.) **MINIMUM COVERAGE:** Insurance coverage in the minimum amounts set forth herein shall not be construed as to relieve Bidder of liability in excess of such coverage, nor shall it preclude or otherwise limit the City from taking other action(s) as may be available under any other provision(s) of this Agreement or otherwise in law or equity.
- O.) **CONFLICT:** In the event that a conflict arises between the provisions of any agreement, contract or understanding that arises out of this Bid and this Section, the provisions of this Section shall control and prevail.
- P.) **DISCLOSURE OF INFORMATION:** Bidder agrees that the City may disclose the name and contact information of its insurers to any third party which presents a claim against the City for any damages or claims resulting from or arising out of work performed by the Bidder, its agents, employees, servants or subcontractors in the performance of this contract.
- Q.) **BIDDER'S PROPERTY:** Bidder and its subcontractors, if any, are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding, and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the City of Homestead.
- R.) **RELAXATION OR SUSPENSION OF INSURANCE REQUIREMENTS:** If, in the opinion of the City, full compliance with the insurance requirements in this Section is not commercially practicable for the Bidder, and would not be commercially practicable for most other Bidders qualified to perform the Project or Work, at the written request of the Bidder, the City may, in its sole discretion, and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the Bidder. As a condition to any such relaxation of the insurance requirements, City may require Bidder to provide the City with written evidence satisfactory to the City that full

compliance with the insurance requirements is neither commercially practicable for the Bidder, nor commercially practicable for most other Bidders qualified to perform the Work. Any such modification shall be subject to the prior written approval of the City, and subject to the conditions of such approval.

**3.6 BID BOND:**  
INTENTIONALLY OMITTED.

**3.7 REFERENCES:**  
Each Bid must be accompanied by a list of references [minimum of six], of clients or government organizations for which the Bidder is currently furnishing or has furnished similar services. References shall include the name of the company, a contact person, telephone number, fax number, and email address. (Use the Bidder Qualification Form, Section II, References to list references.) Bidders must not have received more than two vendor complaints by any company and/or Governmental Agency within the last 12 months.

In addition, Bidders are requested to provide their clients with the Reference Questionnaire attached herein, and Bidder shall include completed client reference questionnaire forms with their bid. It is the responsibility of the Bidder to ensure timely responses and the return of the questionnaires from their client references. Each bid must have a minimum of three (3) of the six (6) references required complete the attached reference questionnaire. Only forms completed by the client references themselves will be considered. **NO BID WILL BE CONSIDERED WITHOUT THIS LIST OR COMPLETED QUESTIONNAIRES.**

The City reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data.

**3.8 WARRANTY/GUARANTEE:**  
INTENTIONALLY OMITTED.

**3.9 BIDDER QUALIFICATIONS:**  
In order for Bids to be considered, Bidders must submit with their Bid, evidence that they are qualified to satisfactorily perform the specified Work. A Company Profile shall be provided and must include evidence and all necessary information to certify that the Bidder:

**REQUIRED**

YES	NO	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Maintains a permanent place of business [i.e. length of time in business];
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Has technical knowledge and practical experience included in this scope of Work [i.e. any certifications, or training that your company goes through, along with years of experience using these products or providing these services].
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Resume and experience of those individuals who will be assigned to this project as Project Manager and/or Project Team;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. Has not had just or proper claims pending against him or his Work;

<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. List of any pending or past litigation including all its principals and officers with the City;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. Has performed similar type, size and complexity of such project, evidence will consist of listing the type of project and nature of Work for the last five (5) years.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. Has the available organization and qualified manpower to do the Work [i.e. number of employees, size of warehouse, office, location];
<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Evidence of adequate financial status to meet the financial obligations incidental to the Work, including sufficient bonding capacity for a period of three years. Audited financial statements may be requested by City for a period of three years.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	9. Maintain the minimum insurance requirements set forth in this agreement.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	10. Vendors who submit a bid shall not be listed as a subcontract provider of services by any other Vendor who submits a bid nor provide services as a sub-vendor under this Agreement

**3.10 SAMPLES:**  
INTENTIONALLY OMITTED

**3.11 SAFETY DATA SHEETS (SDS):**  
Bidder shall supply the City with a SAFETY DATA SHEET (SDS), for any and all applicable commodities contained in this formal Bid. If an award includes materials that require a SDS, the SDS must be included and accompany the delivery of these materials to the City per OSHA standard: (Subpart Z, Toxic and Hazardous Substances, 29 CFR 1910.1200(g)). If material is not hazardous, is exempted in the OSHA HazCom Standard 29 CFR 1910.1200(g) and does not require an SDS, provide a written statement from the manufacturer supporting this claim.

**3.12 PRODUCT/CATALOG INFORMATION:**  
All Bidders must submit catalog information on the product(s) and/or unit(s) they propose to furnish if awarded this Contract. Failure to submit such information will result in rejection of your Bid.

All Bids that include substances found on the current Florida Toxic Substance List must be submitted with a Material Data Sheet, in accordance with Florida Statutes – Chapter 422.106.

**3.13 SUBCONTRACTORS:**  
INTENTIONALLY OMITTED

*End of Section*

## SECTION 4- TECHNICAL SPECIFICATIONS

### 4.1 GENERAL:

All deliveries will be made Monday through Friday from the hours of 7:00 a.m. – 3:00 p.m. The offices are closed from 12:00 p.m. – 1:00 p.m.

Method of Ordering: A blanket purchase order shall be issued for the term of the award. The department(s) will order requirement(s) on an “as-needed” basis. All terms, conditions and prices of the bid are applicable. Only awarded bid items may be purchased. Vendor is to take all necessary steps to insure this requirement. Invoices must reference Purchase Order.

### 4.2 GROUP I: ELEMENTAL CHLORINE (1 Ton Chlorine Gas Cylinder):

Elemental Chlorine (1 Ton Chlorine Gas Cylinder) shall be suitable in all respects for water and sewer treatment and shall comply in all respects with A.W.W.A. Specifications B301-18, or latest revision.

4.2.1 The City will inspect all cylinders upon delivery and if the stems are bent or worn or the valve has debris in it, the cylinder(s) will be returned at the expense of the successful bidder.

4.2.2 The City estimates they will use approximately six (6) tons per month to be delivered to two (2) separate locations:

- (1) Water Plant — 505 N.W. 9 Street
- (2) Harris Field — 1034 N.E. 8 Street

### 4.3 GROUP II: HYDROFLUOSILICIC ACID:

The product to be furnished must be with 23 – 27% purities by weight.

4.3.1 The City uses approximately 1,000 gallons per month delivered to two (2) locations:

- (1) 1034 N.E. 8 Street;
- (2) 505 N.W. 9 Street.

*\* Please note – Supplies are needed in bulk and are to be pumped into existing storage tanks by vendor.*

### 4.4 GROUP III: CATIONIC EMULSION POLYMER:

Polymer is used to condition wastewater sludge for thickening and dewatering.

#### 4.4.1 CONDITIONS:

- (1) Bidders shall provide product specification 1 and all bench testing of their product..
  - Product must be able to achieve a thickened sludge between 5 – 8% at the feed rate of 70 – 200gpm with centrate of less than 500 ppm TSS.

- Product must be able to achieve a sludge cake between 16% – 20% at a feed rate of 60 – 150gpm with centrate of less than 500ppm TSS.

❖ *The City is requiring one polymer to perform both operations*

- (2) Bidders must supply equipment necessary for performance evaluation of their product.
- (3) Successful bidder must be able to provide the City with the product, in emergency situations, within 24 hours' notice. Including delivery and any equipment necessary if container(s) is not the same as existing units.
- (4) Container size and type shall be compatible with existing location. Existing container location shall not affect product performance. The polymer is to be delivered in a 275-gallon IBC (intermediate bulk container) tote.

*End of Section*

# MANAGEMENT SYSTEM CERTIFICATE

Certificate no.:  
CERT-02248-2006-AQ-HOU-ANAB

Initial certification date:  
22 April, 1996

Valid:  
28 January, 2021 – 16 December, 2023

This is to certify that the management system of

## **SNF Holding Company**

1 Chemical Plant Road, Riceboro, GA, 31323-3253, USA

and the sites as mentioned in the appendix accompanying this certificate

has been found to conform to the Quality Management System standard:

### **ISO 9001:2015**

This certificate is valid for the following scope:

### **Design, Production and Sale of Polyacrylamide and Related Polymers and Monomers**

Place and date:  
Katy, TX, 28 January, 2021

For the issuing office:  
DNV GL - Business Assurance  
1400 Ravello Drive, Katy, TX, 77449-  
5164, USA



**Sherif Mekkawy**  
Management Representative



Certificate no.: CERT-02248-2006-AQ-HOU-ANAB  
Place and date: Katy, TX, 28 January, 2021

## Appendix to Certificate

### SNF Holding Company

Locations included in the certification are as follows:

Site Name	Site Address	Site Scope
SNF Holding Company	1 Chemical Plant Road, Riceboro, GA, 31323-3253, USA	Design, Production and Sale of Polyacrylamide and Related Polymers and Monomers
Chemtall Inc. Plant Site	1 Chemical Plant Road, Riceboro, GA, 31323, USA	Site Management, order scheduling, receiving, operations, QC lab, packaging, storage, shipping for all locations
Florcyll LLC Acrylamide	3 Chemical Plant Road, Riceboro, GA, 31323, USA	Site Management, receiving, operations, QC lab, packaging, storage
Florcyll LLC Acrylates Plant	674 Chemical Plant Road, Riceboro, GA, 31323, USA	Site Management, receiving, operations, QC lab, packaging, storage
SNF Flopam - Plaquemine	26790 Hwy 405, Plaquemine, LA, 70764, USA	Site Management, order scheduling, receiving, limited R&D, operations, QC lab, packaging, storage
SNF Polychemie dba SNF Holding	Port Bienville Ind Park, Road D, Pearllington, MS, 39572, USA	Site Management, order scheduling, receiving, operations, QC lab, limited R&D activities, packaging, storage
SNF Polydyne Manufacturing	13931 S Indiana Avenue, Dolton, IL, 60419, USA	Site Management, order scheduling, receiving, operations, QC lab, packaging, storage
SNF Polydyne Manufacturing	10 Stauffer Industrial Way, Taylor, PA, 18517, USA	Site Management, receiving, operations, QC lab, packaging, storage
American Chemical Services	11201 McCorkle Avenue, Marmet, WV, 25315, USA	Blending and distribution of polymer products including those for the coal mining industry
SNF Polydyne Manufacturing	38070 Van Born Road, Wayne, MI, 48148, USA	Site Management, order scheduling, receiving, operations, QC lab, packaging, storage
SNF Polydyne Manufacturing	4690 Worth Street, Los Angeles, CA, 90063, USA	Site Management, order scheduling, receiving, operations, QC lab, packaging, storage



---

## STATEMENT OF EXPERIENCE AND BUSINESS STANDING

POLYDYNE INC. is a wholly owned subsidiary of SNF HOLDING COMPANY. SNF has worldwide sales in excess of \$1 billion. POLYDYNE INC. is one of the largest suppliers of water soluble polymer to the municipal market in the United States, operating nine manufacturing plants, far more than any other competitor. We are a fully integrated manufacturing company and produce most critical raw materials. Polydyne Inc. was incorporated in 1995, and worldwide our company has been in operation for over 30 years.

Polydyne Inc. manufactures approximately 170,000 dry tons of emulsion polymer per year and has a storage capacity of approximately 70,000 dry tons.

POLYDYNE'S exclusive charter is to be the direct marketing organization for all SNF produced products to the municipal market, particularly those requiring "Manufacturers Only".

Our Technical representative for your region, Chris Cherp and Tim Terry have over twenty-five years experience in the polymer industry.

---

Mark Schlag, Treasurer

10/12/22

Date

**SECTION 5- AFFIDAVITS/FORMS**

## BID FORM

<p><b><u>Deliver Bid to:</u></b>                  City Hall City Clerk's Office (First Floor),                  City of Homestead                  100 Civic Court                  Homestead, FL 33030</p>	<p><b>ITB#202231</b>  <b>Water &amp; Wastewater Treatment Chemicals</b></p>
---	---

To be opened and publicly read, **Tuesday, October 18, 2022 at 2:00 p.m.** in the City Hall Council Chambers

COMPANY NAME	PHONE NUMBER
Polydyne Inc.	(800) 848-7659 Opt. 2
VENDOR MAILING ADDRESS	FAX NUMBER
P.O. Box 279	(912) 880-2078
CITY, STATE, AND ZIP CODE	TOLL FREE NUMBER
1 Chemical Plant Road, Riceboro, GA 31323	(800) 848-7659 Opt. 2
BID CONTACT PERSON (PLEASE PRINT CLEARLY)	F.E.I.D. NUMBER
Mark Schlag	34-1810283
TITLE	E-MAIL ADDRESS
Treasurer	bids@polydyneinc.com

<u>Description</u>	<u>Price</u>
Group I: Elemental Chlorine: Lead Time - ARO	\$ <u>No Bid</u> /ton _____ /Calendar Days
Group II: Hydrofluosilicic Acid Lead Time - ARO	\$ <u>No Bid</u> /gal _____ /Calendar Days
Group III: Cationic Emulsion Polymer CLARIFLOC SE-1385 Lead Time - ARO	\$ <u>1.90</u> /lb <u>7-10 Days</u> /Calendar Days

Please take a minute and let us know how you were notified of this Bid. 24 hours for emergencies

**CIRCLE ONE**

South Dade Newsleader / Daily Business Review / The Miami Herald / City of Homestead Website

Demandstar / Fax sent from City of Homestead / E-mail sent from City of Homestead / Project Engineer

Other (Please be specific): \_\_\_\_\_

**Bid Form**  
Page 2 of 2

The following are requirements of this Bid, as indicated below. Use of this checklist may help ensure that your submission is complete.

Place a check mark in the "Done" column as you complete and enclose each item. Requirements that do not apply to this Bid will be denoted by "N/A" (not applicable).

Required	Done	Requirement	Found In Section
√	✓	Execution of Bid Form	1.2, 3.1
√	✓	Bid Submitted, 1 Original (marked), 2 Copies of Contractor's Bid and CD or USB Flash Drive and Required Forms	3.1
√	✓	Acknowledgement & inclusions of signed Addendum (if any)	3.2
√	✓	Licenses	3.4
√	✓	Insurance	3.5
√	✓	References	3.7
√	✓	Bidder Qualifications	3.9 & Exhibit A
√	✓	Safety Data Sheets (SDS)	3.11
√	✓	Product Catalog Information	3.12

*This checklist is for your guidance. Please read the entire Bid thoroughly to ensure that your submission is complete.*

**Exceptions** - Reference Section: If none are stated in your Bid, it shall be construed by the City of Homestead that your Bid fully complies with all terms, conditions, and specifications).  
**\*\*NOTE:** Attachment of quotations will not be construed as an exception.

Do you accept Visa cards as a form of payment?  Yes  No

Do you give prompt payment discounts?  Yes, Percentage of discount \_\_\_\_\_ % Term \_\_\_\_\_  No

Addendum Received: # 1 # 2 # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

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 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.



\_\_\_\_\_  
 Authorized Signature (Manual)                      Mark Schlag, Treasurer                      10/12/22  
 Authorized Signature and Title (Typed/Printed)                      Date

**STATEMENT OF "NO" BID**

If your company shall not be submitting a Bid in response to this Invitation to Bid or Request for Proposal, please complete this Statement of "No" Bid Sheet and return, prior to the Bid/RFP Due Date established within, to:

**The City of Homestead  
Procurement & Contract Services Division  
450 SE 6<sup>th</sup> Avenue  
Homestead, FL 33030**

**Reasons for "NO" Bid:**

<input type="checkbox"/>	Unable to comply with product or service specifications.
<input type="checkbox"/>	Unable to comply with scope of work.
<input type="checkbox"/>	Unable to quote on all items in the group.
<input type="checkbox"/>	Insufficient time to respond to the Invitation to Bid.
<input type="checkbox"/>	Unable to hold prices firm through the term of the Contract period.
<input type="checkbox"/>	Our schedule would not permit us to perform.
<input type="checkbox"/>	Unable to meet delivery requirements.
<input type="checkbox"/>	Unable to meet bond requirements.
<input type="checkbox"/>	Unable to meet insurance requirements.
<input type="checkbox"/>	Other (Specify below)
<input type="checkbox"/>	Unable to comply with product or service specifications.

Comments: \_\_\_\_\_

This information shall help the City of Homestead in the preparation of future Bids and RFP's.

Bid/RFP/RFQ Number: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## PERFORMANCE SURVEYS

The City of Homestead will be conducting quarterly performance surveys and post project surveys for vendors whom are awarded bids and contracts. Surveys will be sent to the user-departments and will be used as a quarterly monitoring device to gauge performance and to utilize when awarding or renewing contracts.

**Definitions:**

Monthly Surveys- Vendors whom are performing services on a weekly basis.

Quarterly Surveys- Vendors whom are performing services on a monthly basis.

Post Project Surveys- Vendors who perform a service with a completion deadline [i.e. construction].

Below are some basic questions. Please provide the City with any additional questions you may want included should you be awarded a contract/bid.

**Evaluation Instructions**  
 Each evaluator shall provide a score for each criterion shown below, on the basis of the following scale:  
 5 = Exceeds Expectation 4 = Meets Expectation 3 = Marginally 2 = Below Expectation 1 = Unsatisfactory

	N/A	5	4	3	2	1	Remarks
Public relations/ customer service	<input type="checkbox"/>						
Vendor's performance level	<input type="checkbox"/>						
Ability to meet completion times	<input type="checkbox"/>						
Quality of product/ service provided	<input type="checkbox"/>						
Responsiveness to Emergencies	<input type="checkbox"/>						
Invoice is consistent with contract pricing	<input type="checkbox"/>						

Please add any additional questions you may want for personal reporting.

---



---



---



---

I understand the above information and have been given a copy of this document.

\_\_\_\_\_  
 Company Name (Print)

\_\_\_\_\_  
 Authorized Representative Name  
 (Print)

\_\_\_\_\_  
 Authorized Representative Name  
 (Signature)

\_\_\_\_\_  
 Date



## REFERENCE QUESTIONNAIRE

(Please have a minimum of three (3) references complete this form and submit with Bid documents, reference forms are subject to verification by City)



Giving reference for: Polydyne Inc.  
(name of company)

Firm giving Reference: Metropolitan Council  
Address: 2400 Childs Rd., St. Paul, MN 55106  
Phone: (651) 602-8116  
Fax:  
Email: Joseph.Ward@Metc.State.Mn.US

1. Q: Was the invoicing consistent with contract pricing?

A: INVOCING IS CONSISTENT WITH CONTRACT PRICING

2. Q: Were response times consistent?

A: RESPONSE TIMES ARE CONSISTENT.

3. Q: Was the vendor easy to get in contact with? How was their customer service?

A: POLYDYNE IS VERY EASY TO CONTACT AND VERY RESPONSIVE.

4. Q: How was their responsiveness to emergency requests?

A: IN EMERGENCIES POLYDYNE IS VERY RESPONSIVE. IF IT IS AN EQUIPMENT ISSUE THEY ARE QUICK TO HELP AND VERY KNOWLEDGABLE/EXPERIENCED. IF WE HAVE AN ORDERING PROBLEM THEY ARE QUICK TO HELP US FIGURE IT OUT.

5. Q: Would you use them again?

A: ABSOLUTELY

6. Q: Overall, what would you rate their performance? (Scale from 1-5)

A:  5 Excellent  4 Good  3 Fair  2 Poor  1 Unacceptable

7. Q: Is there anything else we should know, that we have not asked?

A: NO. #3 + #4 ARE THE KEY REASONS WHY WE LIKE WORKING WITH POLYDYNE.

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: JOSEPH WARD Title: PRINCIPAL PROCESS ENGINEER

Print Name: JOSEPH WARD

Date: 10/12/22





## REFERENCE QUESTIONNAIRE

(Please have a minimum of three (3) references complete this form and submit with Bid documents, reference forms are subject to verification by City)

Giving reference for: Polydyne Inc.  
(name of company)

Firm giving Reference: City of Atlanta  
Address: 2440 Bolton Rd. N.W., Atlanta, GA 30318  
Phone: (404) 565-8903  
Fax: (404) 658-7705  
Email: Dsabou@atlantaga.gov

1. Q: Was the invoicing consistent with contract pricing?

A: Yes

2. Q: Were response times consistent?

A: Yes

3. Q: Was the vendor easy to get in contact with? How was their customer service?

A: Easy to contact. Excellent customer service

4. Q: How was their responsiveness to emergency requests?

A: Very responsive. Available to assist with emergency deliveries

5. Q: Would you use them again?

A: Yes

6. Q: Overall, what would you rate their performance? (Scale from 1-5)

A:  5 Excellent  4 Good  3 Fair  2 Poor  1 Unacceptable

7. Q: Is there anything else we should know, that we have not asked?

A: Excellent supplier, great support team to work with

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Daniel Sabou Digitally signed by Daniel Sabou  
DN: cn=Daniel Sabou, o=City of Atlanta,  
ou=HOMESTEAD,  
email=dsabou@atlantaga.gov, c=US  
Date: 2022.10.12 11:28:46-07 Title: Watershed Manager

Print Name: DANIEL SABOU

Date: 10/12/2022



## REFERENCE QUESTIONNAIRE

(Please have a minimum of three (3) references complete this form and submit with Bid documents, reference forms are subject to verification by City)



Giving reference for: Polydyne Inc.  
(name of company)

Firm giving Reference: Western Lake Superior Sanitary District  
Address: 2626 Courtland Street, Duluth, MN 55806-1894  
Phone: (218) 722-3336  
Fax: (218) 727-7471  
Email: samidha.junghare@wlssd.com

1. Q: Was the invoicing consistent with contract pricing?

A: Yes

2. Q: Were response times consistent?

A: Yes

3. Q: Was the vendor easy to get in contact with? How was their customer service?

A: Yes. Excellent

4. Q: How was their responsiveness to emergency requests?

A: Excellent

5. Q: Would you use them again?

A: Yes

6. Q: Overall, what would you rate their performance? (Scale from 1-5)

A:  5 Excellent  4 Good  3 Fair  2 Poor  1 Unacceptable

7. Q: Is there anything else we should know, that we have not asked?

A: No.

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Samidha Junghare Title: Senior Engineer

Print Name: Samidha Junghare

Date: 10/11/22



## REFERENCE QUESTIONNAIRE

(Please have a minimum of three (3) references complete this form and submit with Bid documents, reference forms are subject to verification by City)



Giving reference for: Polydyne Inc.  
(name of company)

Firm giving Reference: Los Angeles County Sanitation District  
Address: 24501 South Figueroa St. Whittier, CA 90601  
Phone: (310) 830 -2400  
Fax:  
Email: Mjones@lacsdc.org

1. Q: Was the invoicing consistent with contract pricing?

A: Yes

2. Q: Were response times consistent?

A: Yes

3. Q: Was the vendor easy to get in contact with? How was their customer service?

A: Yes, the vendor is easy to get in contact with. I have even reached out to the vendor on weekends. The vendor is responsive and will visit the site when necessary.

4. Q: How was their responsiveness to emergency requests?

A: They have been quick to respond during emergencies.

5. Q: Would you use them again?

A: Yes, Polydyne has been a reliable polymer supplier for many years.

6. Q: Overall, what would you rate their performance? (Scale from 1-5)

A:  5 Excellent  4 Good  3 Fair  2 Poor  1 Unacceptable

7. Q: Is there anything else we should know, that we have not asked?

A: Polydyne has been a reliable supplier in spite of the global supply chain crisis and COVID-19 panmenic.

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Malika Jones Title: Supervising Engineer

Print Name: Malika Jones

Date: 10/11/22

## VENDOR REGISTRATION INSTRUCTION

To register as a vendor with the City of Homestead, please use the following URL link to complete the online registration:

<https://coh13.cityofhomestead.com/Click2GovPI/registration.html>

1. Complete the online portion of the application
  - a. Click on “Doing Business”
  - b. Click on “New Vendor”
  - c. Select “Step 1: Click here to create a new online vendor account”

Be sure to include the **Tax ID #, commodities, and contact information.**

2. Step 2: Send **completed forms in this bid submission** and email them to [vendors@cityofhomestead.com](mailto:vendors@cityofhomestead.com)
3. Lastly, the Procurement Division will contact you via email with your vendor number once your application has been processed

---

If your company is already a registered vendor with the City of Homestead, please confirm your account is active. Please be sure to update any contact information to your account and provide vendor number below:

Vendor #: 18254

**AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY  
NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF HOMESTEAD, FLORIDA

by: Mark Schlag, Treasurer  
*(print individual's name and title)*

for: Polydyne Inc.  
*(print name of entity submitting sworn statement)*

whose business address is: 1 Chemical Plant Road, Riceboro, GA 31323

and (if applicable) its Federal Employer Identification Number (FEIN) is: 34-1810283

*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)*

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.


The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 29 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

  
\_\_\_\_\_  
Signature Mark Schlag, Treasurer

STATE OF ~~FLORIDA~~ GEORGIA )  
COUNTY OF ~~MIAMI DADE~~ )  
LIBERTY


Sworn to (or affirmed) and subscribed before me by means of X physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of October 12, 2022, by Mark Schlag, Treasurer.  
*(Name of person making statement)*

Personally known to me X or has produced Identification \_\_\_\_\_, type of identification produced \_\_\_\_\_.

(NOTARY SEAL HERE)

ITB#202231



  
\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

My Commission Expires  
Dec. 17, 2022