

CITY OF SANIBEL

INVITATION TO BID SPECIFICATIONS

Sodium Hypochlorite for Wastewater Facilities

ITB-UT-25-4/BS

JULY 15, 2025



***Public Works Department
800 Dunlop Road, Sanibel, FL 33957
(239)472-6397***

PROPOSALS DUE BY: 2:30 PM, (ET) August 14, 2025

PRE-BID CONFERENCE: NONE

NO QUESTIONS WILL BE ACCEPTED AFTER: 5:00 PM, (ET) August 04, 2025 all questions must be submitted in writing to jason.goodrich@mysanibel.com and received by stated time.

SEALED ENVELOPES MUST BE MARKED WITH THE TITLE OF THE BID, BID NUMBER, NAME AND ADDRESS OF THE BIDDER.

Courier Packages (Fedex, UPS) shall clearly state on the outer packaging, the Invitation to bid Title and the Invitation to bid Number. If the proper information is not on the courier's outer packaging the Bid/ITB may be sent back to the Vendor without being opened and/or given consideration for that project.



City of Sanibel

CITY OF SANIBEL, FLORIDA

Invitation to Bid

CITY OF SANIBEL, FLORIDA ADVERTISEMENT FOR INVITATION TO BID

Legal Notice is hereby given that sealed proposals will be received at the City of Sanibel, Public Works Department, 750 Dunlop Rd., Sanibel, Florida 33957 until 2:30 P.M., on Thursday, August 14, 2025. Any proposal presented later than the above time, or at another location, will be refused or, if received by mail, will be returned. Facsimile proposals will not be accepted.

Sodium Hypochlorite for Wastewater Facilities

The City of Sanibel seeks to contract with a qualified Vendor to furnish and deliver Sodium Hypochlorite Solution (Minimum 12.5 Trade Percent Available Chlorine) on an as needed basis for use at the City of Sanibel Donax Water Reclamation Facility (WRF) located at 930 Donax Street, Sanibel, Florida, 33957.

Any firm interested in providing Sodium Hypochlorite to the City should submit a bid outlining at a minimum, the following information: 1) Charges (per gallon) for a one-year contract with two optional one-year extensions as mutually agreed upon.

Proposals shall be properly and completely executed on a standard proposal form. No proposer may withdraw his proposal within a period of sixty (60) days following the date set for receiving proposals. The City of Sanibel reserves the right to hold any and all proposals for a period of not more than sixty (60) days and said proposals shall be and remain valid and in full force and effect during said period. The City of Sanibel reserves the right to reject any and all proposals and to waive informalities. Specifications, scope of work and proposal forms for the work may be downloaded from DemandStar Corporation at www.demandstar.com, or <https://www.mysanibel.com/government/public-works-department/useful-links/city-bids>. Contact Jason.Goodrich@mysanibel.com with questions.

AFFIDAVIT REQUESTED
PUBLISH ONE TIME
Fort Myers News-Press
July 15, 2025



City of Sanibel

SECTION I

INFORMATION & INSTRUCTIONS

- 1.0 Submission Requirements:** The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked **Sodium Hypochlorite for Wastewater Facilities**. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated on the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.
- 1.1 Proposal Format:** Proposals shall include the following information, at a minimum:
- This Invitation to Bid signed by the responsible party.
 - Detailed description of capabilities as requested.
 - Fee Proposals per instructions in Section III.
 - Description of vendor's staff location, capabilities, and roles.
 - References (municipal agencies and/or local businesses) with contact names and phone numbers.
 - All information requested in the invitation to bid document.
- 1.2** It is the sole responsibility of the proposer to assure that they have received the entire Invitation to bid.
- 1.3** Proposers will be notified in writing of any change in the specifications contained in this ITB through an addendum.
- 1.4** No verbal or written information which is obtained other than through this ITB or its addenda shall be binding on the City of Sanibel.
- 1.5 Right of Rejection and for Additional Information:**
- Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.
 - Proposals received that fail to comply with these submittal requirements may not be considered for award. Further, the City of Sanibel reserves the right to reject any and all proposals from any proposer. There is no obligation for the City of Sanibel to enter into a contract on the basis of any proposal submitted in response to this document.

- c. Prior to the final selection, proposers may be required to submit additional information, to provide clarification of information, or to make oral presentations which the City may deem necessary to further evaluate the proposer's qualifications.

- 1.6 Requests for Clarification:** Any and all questions of proposers regarding this ITB, whether technical, procedural or otherwise, must be submitted in writing to jason.goodrich@mysanibel.com or by mail at the address designated in Section 1.14 below and must be received within TEN (10) days of the ITB due date. Only the interpretation or correction issued in writing by the City of Sanibel, through an Addendum to this ITB, shall be binding. The OWNER will arrange as addenda, which shall become a part of the Contract, all questions received as above provided, with decision regarding each. Addenda will be posted at least **FIVE (5)** days prior to the receipt of bids. It shall be the responsibility of the CONTRACTOR, prior to submitting a proposal, to check the Demandstar online marketplace to download any and all addenda associated with the project. CONTRACTOR shall acknowledge issued addenda on Addenda document page.
- 1.7 Denial of Reimbursement:** The City of Sanibel will not reimburse proposers for any cost associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.
- 1.8 Right of Withdrawal:** A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.
- 1.9 Right of Negotiation:** The City of Sanibel reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.
- 1.10 Exceptions to the ITB:** Proposers may find instances where they must take exception with certain requirements or specifications of the ITB. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Sanibel and a description of the advantages to be gained or disadvantages to be incurred by the City as a result of these exceptions.
- 1.11 Rights to Submitted Materials:** All proposals, responses, inquiries, or correspondence relating to or in reference to this ITB, and all reports, charts, and other documentation submitted by proposers shall become the property of the City of Sanibel when received.
- 1.12 Basis of Award:** The bid is awarded under a system of sealed, competitive bidding to the two lowest responsive and responsible bidders.
 - a. The Vendor is the primary vendor for the bid item listed below. The City shall contact the primary vendor first for orders. If the primary vendor is unable to fulfill the need or meet the timeline required, the City may contact the secondary vendor. Products are to be charged in accordance with the unit prices provided below.
 - b. The City reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The City reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Awards will be made to the two lowest responsible and responsive bidder(s) within the category chosen for the basis of award.

- c. The City reserves the right to award one or multiple bidders at the discretion of the requesting authority and approval of the City Manager.

1.13 Copies: An original of the proposal and supporting documents must be submitted in response to the ITB including a digital copy on a flash drive.

1.14 Contacts: Proposers must submit proposals in accordance with the instructions contained in this ITB. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. Questions regarding this invitation to bid should be directed to:

City of Sanibel
Public Works Department
Jason Goodrich, Deputy Utilities Director
800 Dunlop Road
Sanibel, FL 33957
Phone (239) 472-6397

1.15 Contract: Fee for services will be negotiated with the selected Contractor, and the Contractor will be required to enter into a formal contract with the City of Sanibel based solely on the Scope of Services provided in this ITB or through any Addendums to this ITB.

1.16 Contract Term: This Contract will be in-place for a 1 (1) year term with two (2) optional one (1) year renewals, if mutually agreed upon by the CITY and the CONTRACTOR. Each renewal or extension shall be automatically extended for automatic and successive additional terms, under the same terms, specifications, and pricing of the then current term, unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then current term. The Contract unit price for optional renewals may be negotiated or increased by a maximum percentage above the then current contract price, equal to that of the Consumer Price Index South Region for All Urban Consumers (CPI-U South Region), through notice sent in writing by the CONTRACTOR at least ninety (90) days prior to the expiration of the then current term, with written concurrence of the CITY. This Contract shall terminate either upon CONTRACTOR'S completion of such services or shall otherwise terminate in accordance with the provisions of this Contract. The intent of this section is that no contract whether continued by renewal, extension, or a combination of the two, will result in a term of more than three years maximum without City Council approval.

1.17 Termination of Contract: The City of Sanibel may cancel the contract at any time for breach of contractual obligations by providing the provider with a written notice of such cancellation. Should the City of Sanibel exercise its right to cancel the contract for cause, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the provider.

1.18 Cooperative Purchasing: Other government agencies may be allowed to piggyback on this contract.

1.19 Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the provider agrees to comply with the Fair Labor Standard Act, Equal

Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

1.20 Public Records: Unless specifically exempted by Florida law, in whole or in part, Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, which requires a City contractor, as defined therein, to comply with public records laws, and specifically to:

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

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

SANIBEL CITY CLERK

800 DUNLOP ROAD

SANIBEL, FLORIDA 33957

(239) 472-3700

scotty.kelly@mysanibel.com

1.21 E-Verify: In compliance with Section 448.095, Fla. Stat., CONTRACTOR, and its sub-contractor must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- a. CONTRACTOR shall require each of its sub-contractors to provide CONTRACTOR with an affidavit stating that the sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. CONTRACTOR shall maintain a copy of the sub-contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- b. The OWNER, CONTRACTOR, or any sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

- c. The OWNER, upon good faith belief that a sub-contractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR, and CONTRACTOR shall immediately terminate the contract with the sub-contractor.
- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the OWNER for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the OWNER as a result of termination of any contract for a violation of this section.
- e. Subcontracts. CONTRACTOR or sub-contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the sub-contractor to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in this section.

1.22 INSURANCE: Contractor shall purchase and maintain such comprehensive general liability and other insurance as well as provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether such performance is by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be with insurers qualified to do business in Lee County, Florida.

- A.** Types: The types of insurance the Contractor is required to obtain and maintain for the full period of the Contract will be: Workers' Compensation, Commercial General Liability, and Automobile Liability as detailed in the following specifications:
 - 1. Workers Compensation Insurance in compliance with Chapter 440, Florida Statutes, for all employees working under the contract. If any work is sublet, Contractor shall require subcontractors to provide the same statutorily required Workers' Compensation Insurance.
 - 2. Commercial General Liability Insurance with minimum primary limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate limit.
 - 3. Comprehensive Automobile Liability Insurance for all owned and non-owned vehicles which used or involved in any way for the services of Contractor pursuant to this Contract, such insurance limits at a minimum of \$100,000 for injuries per person, \$300,000 for injuries per accident, and \$50,000 for property damage per accident.
- B.** Evidence: As evidence of specified insurance coverage, the City may, in lieu of actual policies, accept a Certificate of Insurance on Accord Form 25 issued by the insurance

carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days' notice in writing to be delivered by registered mail to the City. Should any policy be canceled before final payment by the City to the Contractor and the Contractor fails immediately to procure other insurance as specified, the City reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.

- C. Adequacy of Performance: Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the City reserves the right to procure such insurance and to charge the cost thereof to the Contractor.
- D. Payment of Damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

1.23 INDEMNIFICATION: Proposer, at its own expense and without exception, in consideration of the first One Hundred Dollars (\$100.00) to be paid under this contract, the receipt and sufficiency of which is accepted, shall indemnify, defend, and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of Sanibel, its employees, and agents, from all suits, actions or any other liability of any nature or kind, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed hereunder.

1.24 COST PROPOSAL: Each proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the unit rates submitted by the Contractor for one year and submitted on the cost proposal form for the services listed. This Contract will be in-place for a one (1) year term with two (2) optional one (1) year renewals, if mutually agreed upon by the CITY and the CONTRACTOR. Each renewal or extension shall be automatically extended for automatic and successive additional terms, under the same terms, specifications, and pricing of the then current term, unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then current term. The Contract unit price for optional renewals may be negotiated or increased by a maximum percentage above the then current contract price, equal to that of the Consumer Price Index South Region for All Urban Consumers (CPI-U South Region), through notice sent in writing by the CONTRACTOR at least ninety (90) days prior to the expiration of the then current term, with written concurrence of the CITY. This Contract shall terminate either upon CONTRACTOR'S completion of such services or shall otherwise terminate in accordance with the provisions of this Contract. The intent of this section is that no contract whether continued by renewal, extension, or a combination of the two, will result in a term of more than three years maximum without City Council approval.



City of Sanibel

SECTION II

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1. The City of Sanibel seeks to contract with a qualified Vendor to furnish and deliver Sodium Hypochlorite Solution (Minimum 12.5 Trade Percent Available Chlorine) on an as needed basis for use at the City of Sanibel wastewater treatment facilities.

2. TECHNICAL SPECIFICATIONS

- 2.1. All products shall be provided exactly as specified. Any other variations will not be accepted.
- 2.2. The Vendor shall conform to any and all State and Federal regulations pertaining to Occupational Safety and Health regarding chemicals, and to assist the City in doing so pursuant to Chapter 442 F.S.

2.3. Description

- 2.3.1. The Vendor shall furnish liquid sodium hypochlorite (Minimum 12.5 Trade Percent Available Chlorine)
F.O.B destination in accordance with the American Water Works Association (AWWA's) Standard B300-10 (or the latest revision available at the time of bid) for hypochlorite, except as modified or supplemented herein.

2.4. Physical Properties

- 2.4.1. Tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects. It is the responsibility of the Vendor to inform the City that NSF certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient ground for immediate termination of the contract.
- 2.4.2. Minimum of 120 Grams per Liter (GPL) available chlorine equivalent.
- 2.4.3. Gallons required to obtain 1 lb. of chlorine: .96 – 1.0 gallon.
- 2.4.4. Product shall be a clear straw colored liquid with no visible cloudiness, impurities or sediment.
- 2.4.5. Minimum of 0.1 percent by weight sodium hydroxide and a maximum of 0.5 weight percent sodium hydroxide.
- 2.4.6. Iron content: <0.3 mg/L
- 2.4.7. Copper content: <0.03 mg/L
- 2.4.8. Nickel content: <0.03 mg/L
- 2.4.9. Chlorate content: <2,000 mg/L
- 2.4.10. Bromate content: < 20 mg/L
- 2.4.11. Perchlorate content: <10 mg/L
- 2.4.12. Suspended solids shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the

“Suspended Solids Quality Test for Bleach Using the Vacuum Filtration”
Method developed by Novatek.

2.5. Packaging – Bulk delivery, gallons

2.5.1. Packaging shall conform to all applicable federal and state standards.

3. DELIVERY REQUIREMENTS

- 3.1. Shipments shall be F.O.B destination and received between the hours of 8:00 AM and 4:00 PM, Monday through Friday, within three (3) calendar days after verbal or written receipt of order from the City.
- 3.2. All toll fees to be inclusive in bid price.
- 3.3. The City reserves the right to add or delete delivery sites at its discretion at any time throughout the term of this agreement.
- 3.4. Delivery driver must present a photo I.D. upon delivery. The I.D. must show that the driver is an employee of either the Vendor or trucking company. All personnel making deliveries must wear the appropriate personal protective equipment (PPE) as required by the Safety Data Sheets (SDS) and/or Occupational Safety and Health Administration (OSHA).
- 3.5. The Vendor's truck must be equipped to safely handle and unload product(s).
- 3.6. The City reserves the right to refuse a delivery if that delivery is not in the proper timeframe; the Vendor has improper equipment to offload the delivery; and/or is taking improper safety precautions or has malfunctioning equipment.
- 3.7. Vendor shall make “normal” deliveries within three (3) calendar days after receipt of order and must make “emergency” deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the City from running out of Sodium Hypochlorite in less than 24 hours. The City will endeavor to minimize the number of “emergency” deliveries.
- 3.8. The Vendor shall be responsible for any spills resulting from the failure of the Vendor or the Vendor's subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties.
- 3.9. Proper performance shall require the Vendor's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The City reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.
- 3.10. The Vendor's tank or trailer shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Vendor and shall be clean and free from contaminating

material. The Vendor shall supply the equipment to offload the chemical from their truck, (i.e. pumps, flexible hoses, etc.). The Vendor shall connect to our permanent fill piping that fills our Bulk tanks. The City may reject a load if the equipment is not properly cleaned.

- 3.11. The Vendor shall furnish the City an approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, the City will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Vendor and deducted from the amount due to the Vendor. If the spillage is not the fault of the Vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.

4. QUALITY TESTING

- 4.1. At the sole discretion of the City, the Vendor's delivery personnel (driver) may be asked to collect a sample of hypochlorite before the shipment is unloaded. In this case, the City will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to the City. The sample shall be considered representative of the lot.
- 4.2. The City reserves the right to subject samples of the hypochlorite to quick analyses to ensure that it meets the basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by the City that fails to comply with the specifications shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Vendor or its subcontractors shall allow 45 minutes for this testing to be completed. If testing cannot be completed within the 45-minute period, the City will allow the Vendor to unload the shipment.
- 4.3. The City reserves the right to subject samples of the hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-10 specifications (or most current standards at the time of the bid) and the supplemental specifications included with this document. Repeat failures to comply with these specifications shall constitute grounds for cancellation of the contract between the City and the Vendor.
- 4.4. A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the City. The report shall contain the following data:
- 4.4.1. Date and Time of Manufacture
 - 4.4.2. Percent by Weight (Sodium Hypochlorite and excess Sodium Hydroxide)
 - 4.4.3. Specific Gravity (Referenced to a temperature)
 - 4.4.4. Suspended Solids Test Time
- 4.5. No deliveries will be accepted by the City unless accompanied by said certified laboratory report for the specific batch of sodium hypochlorite delivered showing the above data and it conforms to the required specifications.

5. DELIVERY BAG FILTER ON TANK FILL LINES

5.1. Vendor shall supply and change the bag filter prior to offloading every load. All the delivery locations have a bag filter, Hayward Filter # FLT-2202 and filter bag No. 2 (7" x 32"). The cost for these bags will be part of the overall cost per gallon of sodium hypochlorite.

6. DELIVERY LOCATIONS, CONTACTS, DELIVERY AMOUNTS/REQUIREMENTS

6.1. Section 1 - Tanker Truck Deliveries

Donax Water Reclamation Facility	930 Donax Street, Sanibel, FL 33993	Phone:	(239) 472-3179	Estimated 1,000 - 5,000 gals per delivery 20' 2 inch hose is required
		Phone:	(239) 910-0281	
		Contact:	Peter Moser	

6.2. Estimated Annual Usage

6.2.1. Total Estimated Annual Usage: Approximately 100,000 gallons per year.

7. PERSONNEL

7.1. The Vendor shall appoint a person or persons to act as primary contact for the City. This person or back-up shall be readily available during normal work hours by phone or in-person and shall be knowledgeable of the terms and procedures involved.

End of Scope of Work and Specifications Section

3.1INSURANCE

Contractor shall purchase and maintain such comprehensive general liability and other insurance as well as provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether such performance is by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be with insurers qualified to do business in Lee County, Florida.

- A. Types:** The types of insurance the Contractor is required to obtain and maintain for the full period of the Contract will be: Workers' Compensation, Commercial General Liability, and Automobile Liability as detailed in the following specifications:
1. Workers Compensation Insurance in compliance with Chapter 440, Florida Statutes, for all employees working under the contract. If any work is sublet, Contractor shall require subcontractors to provide the same statutorily required Workers' Compensation Insurance.
 2. Commercial General Liability Insurance with minimum primary limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate limit.
 3. Comprehensive Automobile Liability Insurance for all owned and non-owned vehicles which used or involved in any way for the services of Contractor pursuant to this Contract, such insurance limits at a minimum of \$100,000 for injuries per person, \$300,000 for injuries per accident, and \$50,000 for property damage per accident.
- B. Evidence:** As evidence of specified insurance coverage, the City may, in lieu of actual policies, accept a Certificate of Insurance on Accord Form 25 issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days' notice in writing to be delivered by registered mail to the City. Should any policy be canceled before final payment by the City to the Contractor and the Contractor fails immediately to procure other insurance as specified, the City reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.
- C. Adequacy of Performance:** Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the City reserves the right to procure such insurance and to charge the cost thereof to the Contractor.
- D. Payment of Damages:** Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.



City of Sanibel

SECTION III COST PROPOSAL

BID TABULATION ITB UT25-4/BS

The City of Sanibel seeks to contract with a qualified Vendor to furnish and deliver Sodium Hypochlorite Solution (Minimum 12.5 Trade Percent Available Chlorine) on an as needed basis for use at the City of Sanibel wastewater treatment facilities.

Sodium Hypochlorite Delivery

Task	DESCRIPTION	COST	UNIT
1	Sodium Hypochlorite Delivery Provide all labor, equipment, permits, and all other associated costs to properly deliver Sodium Hypochlorite to The City of Sanibel Wastewater Facility.	Year One \$ _____	/per Gallon

ADDENDA

Receipt of Addenda No's. _____ is hereby acknowledged.

Respectfully submitted,

Vendor Name

Individual (___) Partnership (___) Corporation (___)

(Please select type of business above)

(SEAL)

Signed _____

Name (print) _____

Title _____

Address _____

City/State/Zip _____

Telephone _____

Fax _____

Email _____

DATE:

NOTE: The legal status of the bidder, whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.

SPECIMEN FORM OF CONTRACT

THIS CONTRACT, made this _____ day of _____, 2025, by and between the City of Sanibel, a Florida municipal corporation, (hereinafter called the "OWNER") and _____, (hereinafter called "CONTRACTOR").

In consideration of the covenants, payments and agreements hereinafter set forth, agreed by the parties to be sufficient consideration, OWNER and CONTRACTOR hereby agree as follows:

1. The City of Sanibel seeks to Contract to furnish and deliver Sodium Hypochlorite Solution (Minimum 12.5 Trade Percent Available Chlorine) on an as needed basis for use at the City of Sanibel wastewater treatment facilities.
2. The CONTRACTOR agrees to perform all of the work described in the attached Sodium Hypochlorite for Wastewater Facility and the Contract Documents for the total sum of \$_____ per gallon for year one, and said amount being the yearly price as listed on the Contractor's bid proposal form as submitted for this project.
3. The term "Contract Documents" means and includes the following documents, all of which together with this Contract Document shall constitute the Contract between the parties:
 - A. Invitation to bid
 - B. Section I – Information & Instructions
 - C. Section II – Scope of Work
 - D. Section III – Cost Proposal

In the event of any conflict between the terms or provisions of this Contract Document and any other document listed above, the terms and provisions of this Contract Document shall prevail.

4. The OWNER shall pay CONTRACTOR for such delivery services in the manner and at such times as set forth in the General Conditions for Bid.
5. The term of this Agreement shall be from _____, 2025, to _____, 2026. This Contract will be in-place for a 1 (1) year term with two (2) optional one (1) year renewals, if mutually agreed upon by the CITY and the CONTRACTOR. Each renewal or extension shall be automatically extended for automatic and successive additional terms, under the same terms, specifications, and pricing of the then current term, unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then current term. The Contract unit price for optional renewals may be negotiated or increased by a maximum percentage above the then current contract price, equal to that of the Consumer Price Index South Region for All Urban Consumers (CPI-U South Region), through notice sent in writing by the CONTRACTOR at least ninety (90) days prior to the expiration of the then current term, with written concurrence of the CITY. This Contract shall terminate either upon CONTRACTOR'S completion of such services, or shall otherwise terminate in accordance with the provisions of this Contract. The intent of this section is that no contract whether continued by a renewal, extension, or a

combination of the two, will result in a term of more than three years maximum without City Council approval.

6. CONTRACTOR shall obtain, have and maintain during the entire period of this Agreement, at least the following insurance coverage:
 - A. Worker's Compensation Insurance meeting the statutory requirements for all employees engaged by CONTRACTOR for any services pursuant to this Contract.
 - B. General Commercial Liability with minimum primary limits no less than \$100,000 each occurrence and \$1,000,000 combined single limits or its equivalent.
 - C. Comprehensive Automobile Liability Insurance for all owned and non-owned vehicles which shall be used or involved in any way for the services of CONTRACTOR pursuant to this Contract, such insurance limits at a minimum of \$25,000 per person and \$50,000 bodily injury each accident.
7. OWNER shall be provided Certificates of Insurance prior to Contractor's commencement of any services or operations pursuant to the terms of this Contract as verification of such insurance coverage. The insurance shall contain a provision which prohibits any changes or material alterations in the coverage unless the OWNER is provided at least ten (10) days prior written notice, in writing, to the attention of Sanibel City Manager, 800 Dunlop Road, Sanibel, Florida, 33957. Further, the OWNER shall be added as an additional insured for purposes of all insurance coverage.
8. CONTRACTOR agrees that the personnel retained and employed by CONTRACTOR to perform the services set forth in this Contract shall always be employees of the CONTRACTOR and that all such employees shall be covered by the Worker's Compensation Insurance noted above.
9. CONTRACTOR hereby agrees to indemnify and hold OWNER, OWNER's officials, agents and employees harmless from and against any and all legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages or expenses are in any way caused by the Contractor's negligent acts, errors, or omissions arising out of Contractor's performance of services as set forth in this Contract. Upon completion of all services, obligations, and duties provided for in this Contract, or if this Contract is terminated for any reason, the terms and conditions of this section shall survive. The first \$10.00 paid under the terms of this Contract shall constitute consideration for the indemnity and hold harmless provision, such consideration acknowledged by CONTRACTOR to be sufficient. This indemnity obligation shall not extend to any damages, costs, expenses, claims, suits, actions, or other liability related to or arising out of the negligent or more culpable conduct of the OWNER, its employees, and agents.
10. This Contract can be terminated by either party, with or without cause, upon 60 days prior written notice to the other party.
11. This Contract may be terminated by OWNER in the event of a material breach by CONTRACTOR which CONTRACTOR fails to cure or remedy after five (5) days prior written notice by OWNER.

12. This Agreement may not be assigned by CONTRACTOR to any other party without the prior written consent of OWNER, such consent to be at the sole discretion of OWNER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials.

ATTEST:

OWNER: CITY OF SANIBEL

Scotty Lynn Kelly, MMC City Clerk

BY: _____
Dana Souza, City Manager

Witness #1 Signature

CONTRACTOR: _____

Witness #1 Printed Name

BY: _____
Owner / Authorized Agent Signature

Witness #2 Signature

Owner / Authorized Agent Printed Name

Witness #2 Printed Name

EMAIL ADDRESS: _____

APPROVED AS TO FORM: _____
John Agnew, City Attorney

Date

