ADDENDUM NO. 1

BID NO. 2023-006
FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

March 23, 2023

<u>**TO ALL BIDDERS:**</u>

Please incorporate the following information/clarifications, changes, additions, and/or deletions into the bid packet for the above referenced project:

<u>**QUESTIONS AND CLARIFICATIONS:**</u>

1. Would Margate be willing to review anything less than a three-year firm price?

   The City of Margate bids for a one (1) year Agreement and the Agreement shall have the option to renew for four (4) additional one (1) year extensions.

   REMOVE: PAGE 20

   REPLACE: PAGE 20a

   REMOVE: PAGE 23

   REPLACE: PAGE 23a

This addendum consists of four (4) pages.

There are no other changes at this time.

Wylene Sprouse NIGP-CPP, CPPB

Wylene Sprouse NIGP-CPP, CPPB
Purchasing Supervisor
3/23/2023

Please sign and return the acknowledgment page of this addendum by email or by fax. The original acknowledgement page is to be included with your qualifications submission.

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 1

BID NO. 2023-006
FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

I acknowledge receipt of Addendum No. 1 for BID No. 2023-006, Furnish and Deliver Sodium Hydroxide 50% by Weight. This addendum contains four (4) pages. Please include the original of this form in your qualifications submission.

Company Name: _____

Address: _____

Name of Signer_____
(please print)

Signature: _____

Date: _____

Telephone:_____

Facsimile:_____

Please fax your completed form to (954) 935-5258 or e-mail to purchase@margatefl.com.

Wylene Sprouse NIGP-CPP, CPPB

Wylene Sprouse NIGP-CPP, CPPB
Purchasing Supervisor
03/23/2023

NOTE: The original of this form must be included with your BID submission.

73. **AGREEMENT RENEWAL:** The City of Margate hereby bids for a one (1) year Agreement for services or supplies (unless otherwise indicated in the bid specifications), and the Agreement shall have the option to renew for four (4) additional one (1) year extensions, providing both parties agree, providing all terms and conditions and specifications remain the same, providing for availability of funding.

74. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from the General Conditions shall have precedence.

75. **WORKING HOURS AND INSPECTIONS:** The City of Margate's working hours are Monday through Friday 8 A.M. – 6 P.M. Contractor must plan for and schedule inspections within the City's working hours. Contractor can perform Work Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the City 48 hours in advance. All requests must be approved by the City Manager.

76. **NO WAIVER:** No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.

77. **WAIVER:** No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

78. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, including all Agreement Documents, and there are no other promises; representations, or warranties affecting it.

79. **REGULATIONS:** All applicable laws and regulations of the Federal Government, State of Florida, Broward County, and Ordinances of the City of Margate will apply to any resulting award of Agreement.

80. **PUBLIC RECORDS:** The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

    a. Keep and maintain public records required by the City of Margate to perform the service.

    b. Upon request from the City of Margate's custodian of public records, provide the City of Margate with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

    c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City of Margate.

    d. Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor transfers all public records to the City of Margate upon completion of the Agreement, the Contractor shall

SPECIAL CONDITIONS

BID NO.2023-006
FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

The City of Margate will accept sealed proposals to provide all materials, labor, supplies, equipment, and transportation to FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT, less than truckload and truckload deliveries, for the Department of Environmental and Engineering Services, located at 6630 NW 9 Street, Margate, FL 33063 and the participating members of the Cooperative.

The City of Margate hereby bids for a one (1) year contract for services or supplies (unless otherwise indicated in the bid specifications), and the Agreement shall have the option to renew for four (4) additional one (1) year extensions, providing both parties agree, providing all terms, conditions and specifications remain the same, providing for availability of funding.

The City will issue a notification of intent to renew 90 days prior to the expiration of the initial Agreement. Contractor shall respond within fourteen (14) calendar days from date of notice.

Deliveries shall be made Monday through Friday, between the hours of 7:00 AM and 4:00 PM within seven (7) days of order placement. Materials are to be delivered to 6630 NW 9th Street, Margate, FL 33063. The City of Margate has an above ground tank for the storage of this commodity. Deliveries will be pumped into a tank equipped with a 2" polypropylene Cam lock fitting. The City uses approximately 14,000 gallons annually of Sodium Hydroxide. Tank size is 6,000 gallons. The average ordering amount is 3,500 gallons. There are no other special instructions.

Less than truckload deliveries are amounts less than 3,500 gallons. Truckload deliveries are for amounts 3,500 gallons and greater.

The Sodium Hydroxide must be certified to ANSI/NSF Standard 60 for use in drinking water.

The co-op members will advise as to their particular requirements (see pages 25-31).

The delivery time for Sodium Hydroxide is to be seven (7) calendar days from order placement by City.

A blanket purchase order will be issued to the contractor with orders being called in on an "as needed basis". Invoicing shall be upon each shipment based on unit price awarded. The invoice shall indicate purchase order number, unit price, extensions, total billed, and any allowable cash discounts.

All prices bid shall be FOB Delivered to a specific City of Margate or participating cooperative agency address.

Bids will be considered only from manufacturers or their authorized distributors. The authorized distributor must regularly maintain a substantial stock of materials bid upon and must be actively engaged in the sale of the bid commodity. Such stock and facilities may be examined by a representative of the City at any time either before an award is made or during the term of the Agreement.