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Solicitation Addendum

Addendum No.: 1
Solicitation No.: 22-R078535SB
Solicitation Title: Water and Wastewater Treatment Chemicals
Addendum Date: April 4, 2022
Procurement Contact: Stacia Branco

Invitation for Bid (IFB) No. 22-R078535SB is amended as set forth herein. Responses to questions posed by prospective bidders are provided below. This Addendum is hereby incorporated in and made a part of IFB No. 22-R078535SB.

The deadline to submit all inquiries concerning interpretation, clarification or additional information pertaining to this IFB was April 1, 2022 at 5:00 P.M. ET.

ADD:

EXHIBIT 3 – PURCHASE ORDER TERMS AND CONDITIONS

QUESTIONS AND RESPONSES:

Q1. Please provide the bid tabulation from the previous bid.

R1. The previous bid tabulation is attached for IFB 19-R070266BLS Water and Wastewater Treatment Chemicals.

Q2. The bid states “Projected Award May 2022”. Can you confirm the bid supply time frame (beginning and end)?

R2. Refer to Section B, Terms and Conditions, B.01 Agreement.

Q3. Per FOIA guidelines, might it be possible to get a copy of the most recent bid tabulation or at least info on your incumbent suppliers and pricing?

R3. Refer to R1.

- Q4. Also, as related to item #7 Citric Acid 50%, might you be able to clarify the typical order quantity and size of the holding tank?**
- R4. Order quantity of 1000-2500 gallons, as needed. Tank capacity is 3500 gallons.
- Q5. Finally, as related to item #17 Ammonium Sulfate 40%, a weekly 2,000 gallon delivery cycle is noted. Would the county be willing to consider full truckload deliveries on a biweekly basis?**
- R5. Biweekly deliveries are acceptable upon request. SWWRF will need a minimum of a two week supply on hand during the non-deliverable weeks.
- Q6. ASP will be participating in the bidding process for Manatee County, and we want to know if we submit redlines or markups to the terms and conditions, will our response be deemed as non-responsive?**
- R6. Refer to Attachment B, Bid Signature Form; (3).
- Q7. Could you please provide the previous bid tabulations for all chemicals?**
- R7. Refer to R1.
- Q8. Could you provide estimated delivery quantities for all of the chemicals (Do you usually take 3,000 gals, 2,000 gals, and how many drums, bags or totes are usually delivered?)?**
- R8. Refer to Attachment H, Pricing Form.
- Q9. Could you provide the annual amount of Caustic Soda drums for the WWTPs?**
- R9. Annual estimated quantity is 1800 gallons.
- Q10. The bid terms state that this is to be a one year bid with (4) 1 year renewal options. Will the awardee be able to adjust pricing for the renewal terms?**
- R10. Price increase requests must be approved by the County with justification from the U.S Bureau of Labor Statistics, Producer Price Index (PPI).
- Q11. In 2019, the bid requested a questionnaire to be filled out. Is this form required this year?**
- R11. No.
- Q12. Also in 2019, we were given a sample contract. Will this be provided?**
- R12. No, refer to Section B, Terms and Conditions B.01 Agreement.
- Q13. On the renewals is this sole discretion of the County or upon mutual agreement?**
- R13. Mutual agreement between the Contractor and the County.
- Q14. Per Section B, B.01, there is a possibility for four, one year renewal options. Is this renewal mutually agreed upon?**
- R14. Refer to R13.

Q15. Will price increases/decreases be considered at renewal time?

R15. Refer to R10.

Q16. Within how many days of the renewal would the request need to be provided?

R16. At least 30 days in advance of the expiration date.

Q17. Would you be willing to accept quarterly pricing for some of these chemicals (such as Caustic Soda, Citric Acid)?

R17. Refer to Section B, Terms and Conditions, B.01 Agreement.

Q18. Please advise if the renewal options for IFB#22-R078535SB will be by mutual agreement?

R18. Refer to R13.

Q19. Is Pollution Insurance required for Powdered Activated Carbon, since it is considered a non-hazardous chemical?

R19. Pollution Liability is required for hazardous materials that include all materials and substances that are designated or defined by the law or rules of regulations by the State of Florida or federal government.

Q20. Will yearly price increases be allowed based on PPI?

R20. Refer to R10.

NOTE:

Deleted items will be ~~struck through~~, added or modified items will be underlined. All other terms and conditions remain as stated in the IFB.

INSTRUCTIONS:

Receipt of this Addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the response being deemed non-responsive.

END OF ADDENDUM

AUTHORIZED FOR RELEASE

EXHIBIT 3, PURCHASE ORDER TERMS AND CONDITIONS

1. **PURCHASE ORDER AND PART NUMBER.** Manatee County's (Buyer) Purchase Order numbers must appear on all invoices and packing lists. Purchase Order numbers must show on all Bills of Lading, cartons, containers, etc.
2. **PRICE.** This order is not to be filled at a higher price than last charged or quoted unless so authorized in writing by Manatee County's Purchasing Division.
3. **INSPECTION.** All materials ordered are subject to inspection and test by Buyer. Buyer shall have the right to reject or to require correction of material found not to conform to this purchase order. At Buyer's option, rejected material will be held for Seller's instruction and at Seller's risk or returned at Seller's expense. Payment for material prior to inspection shall not constitute Buyer's acceptance.
4. **ENTIRE CONTRACT.** The terms and conditions stated herein shall constitute the entire contract between Buyer and Seller and no agreement or other understanding in any way modifying the same will be binding unless made in writing signed by a duly authorized representative of Buyer.
5. **ACCEPTANCE.** Acceptance is limited to the provisions set forth in this order including these terms and conditions and those on the face hereof or incorporated herein by reference. Seller's performance of any work or shipment of any materials covered by this order, without having received Buyer's express written assent to a modification of or addition to the terms hereof shall constitute Seller's acceptance of these terms despite any language to the contrary in Seller's quotation, acknowledgement, confirmation or other communication made in response to this order, and such action by Seller shall constitute a waiver of any such language. Buyer's silence or acceptance of any work performed or materials shipped shall in no event be deemed Buyer's acceptance of any terms contained in Seller's quotation, acknowledgement, confirmation or other communication received from Seller which are different from or in addition to the terms hereof.
6. **DELIVERY.** Time is of the essence in the filling of this order. No delays in shipment of material or rendition of services will be permitted except as authorized by Buyer in writing. Please notify Buyer at once of anticipated delay. Excessive or unusual transportation charges caused by Seller's inability to deliver by specified date and in specified quantities shall be charged back to Seller. Right is reserved to cancel this order if the foregoing is not complied with. In the event of cancellation pursuant to this clause, Buyer may procure similar articles or services elsewhere or secure the manufacture and delivery of the articles by purchase order or otherwise, and Seller shall be liable to Buyer for any excess cost.
7. **PACKING AND SHIPPING.** All goods shall be packed, crated and braced to prevent damage or deterioration and classified on bills of lading in accordance with National Motor Freight or Uniform Freight Classification rules and regulations and carriers' tariffs. No charges shall be paid by Buyer for preparation, packing, crating, or cartage unless separately stated in the order. All shipments to be forwarded on one day to one address shall be consolidated and shipped to ensure lowest transportation charge. Buyer's count or weight shall be final and conclusive on shipments.
8. **CHANGES AND CANCELLATION.** Buyer may at any time by written order make changes in the materials or work ordered, including changes in drawings and specifications, or require additional work or materials. If such changes cause an increase or decrease in Seller's cost or in the time required for performance, an equitable adjustment shall be made and this order shall be modified in writing. Failure to agree to an adjustment shall not excuse the Seller from proceeding with this order as changed. Buyer reserves the right to cancel or suspend all or, from time to time, any undelivered or unexecuted portion of this order. Changes shall not be binding until agreed to in writing by Manatee County's Purchasing Division.
9. **WARRANTY.** In addition to any warranty implied by fact or law, Seller expressly warrants all items to be free from defects in design, workmanship and materials; to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended, and to be merchantable. Such warranties, together with all other service warranties of Seller, shall run to Buyer. All warranties shall survive inspection, test, acceptance of and payment by Buyer. In the event of breach of warranty, Buyer may, at its option, either return for credit or require prompt correction or replacement of the defective or nonconforming material to the satisfaction of the Buyer. In the event that Seller is unable to correct or replace the same, Buyer, at its elect, may correct or replace the same and Seller shall reimburse Buyer for the full cost of making such correction or replacement.
10. **WARRANTY — PRICE.** Seller warrants that the Buyer shall not be billed at prices higher than stated on this Purchase Order unless authorized by a Purchase Order Change Notice issued and signed by Buyer. Seller represents that the price charged for the goods or services covered by this order, is the lowest price charged by the Seller to buyers of a class similar to Buyer under conditions similar to those specified in this order and the prices comply with applicable government regulations in effect at time of quotation, sale or delivery. Seller agrees that any price reduction made in items covered by this order subsequent to the placement of this order will be applicable to this order.
11. **PATENTS AND DESIGN RIGHTS.** Seller agrees to defend, protect and save Buyer harmless against all suits and from all damages, claims and demands for actual or alleged infringement of any patents by reason of any manufacture, use of materials covered by this order except insofar as any such suit, damage, claim or demand is directly attributable to such materials being manufactured by Seller according to Buyer's detailed design. Seller hereby agrees that if this order covers development work and any discoveries, inventions of patents result therefrom, the entire right, title and interest in and to such discoveries, inventions and patents shall belong exclusively to Buyer.
12. **INDEMNIFICATION.** Seller agrees to indemnify, defend and hold Buyer, its officers, employees and agents, harmless from any and all costs, losses, expenses, damages, claims, suits, or any liability whatsoever, including attorney's fees, resulting from injury, including death, to person or damage to property arising out of or in any manner connected with the performance of this order, whether arising out of, caused by or contributed to in whole or in part by the acts or omissions of Seller, or its subcontractors or their respective employees. Seller agrees to maintain, and require its subcontractors to maintain (1) public liability and property damage insurance in amounts satisfactory to Buyer, to cover the obligations set forth above, and (2) Workman's Compensation Insurance covering all employees engaged in the performance of this order. Seller shall furnish to Buyer certificates evidencing such insurance.
13. **COMPLIANCE WITH LAWS AND REGULATIONS.** Seller agrees that it will comply with all federal, state and local laws and regulations applicable to the production, sale and delivery of the goods or the furnishing of any labor or services called for by this order, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Without limiting the generality of the foregoing: (a) There is incorporated herein by reference the contract provisions of paragraphs (1) through (7) of Section 202 of Executive Order 11246, as amended, provided that where necessary to make the context thereof applicable to this order the term "Contractor" shall mean Seller and the term "Contract" shall mean this order. (b) Seller certifies that the goods called for by this order have been or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and a certification evidencing such compliance shall be printed, stamped or typed on Seller's invoices.
14. **OCCUPATIONAL SAFETY AND HEALTH.** Seller represents that all goods and/or services sold or furnished to Buyer hereunder will comply with all applicable laws and governmental regulations relating to the occupational safety and health of employees, specifically including the Federal Occupational Safety and Health Act of 1970 and any rules, regulations, standards or order issued thereunder, (herein collectively called "Occupational Safety and Health Requirements") and Seller agrees to indemnify and hold harmless Buyer against any claims, losses, damages, fines, penalties, costs and expenses suffered or incurred by Buyer as a result of any violation of or noncompliance with any Occupational Safety and Health Requirements caused or contributed to by the failure of such goods and/or services to so comply. Seller agrees upon request to furnish to Buyer any and all information regarding the ingredients of goods sold or furnished to Buyer hereunder and to comply with any other reasonable request of Buyer made in connection with the application of any Occupational Safety and Health Requirements to Buyer, its employees and property.
15. **MISCELLANEOUS.** This order and the performance by the parties hereunder shall be construed and governed by the law of the State of Florida.

EXHIBIT G, PRICING FORM IFB #19-R070266BLS Water, Wastewater Treatment Chemicals					Airgas Specialty Products Lawrenceville, GA			Allied Universal Corporation Miami, FL			BioSafe Systems East Hartford, CT			C & S Chemicals Marietta, GA			Carmeuse Lime & Stone, Inc. Pittsburgh, PA			Carus Corporation Peru, IL			Chemrite, Inc. Buford, GA			Chemtrade Chemicals US LLC Parsippany, NJ			Donau Carbon Dunnellon, FL			DuBois Chemicals, Inc. Nampa, ID			Harcros Chemicals Inc. Tampa, FL		
Item	Description	Product Name	Annual Estimated Quantity	UOM	Pricing (per the indicated UOM)	Extended Total	No. Days for Delivery ARO	Pricing (per the indicated UOM)	Extended Total	No. Days for Delivery ARO	Pricing (per the indicated UOM)	Extended Total	No. Days for Delivery ARO	Pricing (per the indicated UOM)	Extended Total	No. Days for Delivery ARO	Pricing (per the indicated UOM)	Extended Total	No. Days for Delivery ARO	Pricing (per the indicated UOM)	Extended Total	No. Days for Delivery ARO	Pricing (per the indicated UOM)	Extended Total	No. Days for Delivery ARO	Pricing (per the indicated UOM)	Extended Total	No. Days for Delivery ARO	Pricing (per the indicated UOM)	Extended Total	No. Days for Delivery ARO						
1a	Zinc Metaphosphate, 50# Moisture Proof Bag.		220,000	Pound													\$ 0.96	\$ 211,200.00	10																		
1b	Zinc Metaphosphate, 50# Moisture Proof Bag.		110	Ton													\$ 1,920.00	\$ 211,200.00	10																		
2	Sodium Hypochlorite, Liquid (12.5% available CL2, 10.8 weight percent NaOCl).	N/A	1,650,000	Gallon				\$ 0.4450	\$ 734,250.00	2-3																											
3	Calcium Hypochlorite. 100# drums	N/A	2	Ton				\$ 2,280.00	\$ 4,560.00	2-3											\$ 2,640.00	\$ 5,280.00	3-7						\$ 2,900.00	\$ 5,800.00	2-5						
4	Anhydrous Ammonia, Industrial Grade, Bulk, 99.9%	N/A	100	Ton	\$ 1,440.00	\$ 144,000.00	2																														
5	Quicklime, Bulk (truck)	N/A	3,000	Ton										\$ 245.25	\$ 735,750.00	1-2					\$ 234.18	\$ 702,540.00	1-2														
6	Carbon Dioxide, CO ²	N/A	420	Ton																																	
7a	Coagulant Aid, (surface), 55.1# Moisture Proof Bag, Dry		10,000	Pound																																	
**	Ratio: _____																																				
**	Price/lb x Ratio = Competitive Price: _____																																				
7b	Coagulant Aid, (surface), 55.1# Moisture Proof Bag, Dry		5	Ton																																	
**	Ratio: _____																																				
**	Price/ton x Ratio = Competitive Price: _____																																				
8a	Coagulant Aid, (ground), 55.1# Moisture Proof Bag, Dry		20,000	Pound																																	
**	Ratio: _____																																				
**	Price/lb x Ratio = Competitive Price: _____																																				
8b	Coagulant Aid, (ground), 55.1# Moisture Proof Bag, Dry		10	Ton																																	
**	Ratio: _____																																				
**	Price/ton x Ratio = Competitive Price: _____																																				
9	Powder Activated Carbon, Bulk, (Pressure Truck)		250	Ton																				\$ 1,487.00	\$ 528,256.75	5-7											
**	Ratio: _____																							\$ 1,421													
**	Price/ton x Ratio = Competitive Price: _____																							\$ 2,113.027													
10a	Sodium Percarbonate Algeacide, 50 # Bag		100,000	Pound				\$ 0.95	\$ 95,000.00	2-4																											
10b	Sodium Percarbonate Algeacide, 50 # Bag		50	Ton				\$ 1,900.00	\$ 95,000.00	2-4																											
11	Hydrofluorosilicic Acid, Bulk, (HFS)		140	Ton																						\$ 353.26	\$ 49,456.40	5-7									
12	Liquid Aluminum Sulfate (8.3% Al ₂ O ₃) Tank Truck		4,000	Dry Ton							\$ 245.00	\$ 980,000.00	2-3										\$ 209.00	\$ 836,000.00	2-3												
13	AS4000 Ammonium Sulfate 40% Solution, Bulk, Liquid, Tank Truck		90,000	Gallon																			\$ 1.97	\$ 177,300.00	3-4						\$ 2.65	\$ 238,500.00	2-7				

