



## **CORAL SPRINGS IMPROVEMENT DISTRICT**

**Invitation to Bid (ITB) # 2026-01**

**for**

**Water Treatment Plant Bulk Chemicals**

**Advertisement Date:**

Sun-Sentinel – February 26, 2026

**Bid Opening Meeting Location:**

Coral Springs Improvement District

**Board Room**

10300 NW 11<sup>th</sup> Manor

Carol Springs, FL 33071

Mandatory Pre-Bid will be held in the Board Room with Site Visit Meeting to follow at our on-site Water Treatment Plant Facility

**Responses Due: March 26, 2026 @ 10:00 AM Eastern Time (ET)**



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## Chapter 2 Section 1.0 – Introduction

### 1.1 Overview

Coral Springs Improvement District (District) is a special-purpose local government serving an area of north-central Broward County, FL.

The district invites qualified firms (“Contractor” or “Supplier” or “Bidder”) to respond to this Invitation to Bid (ITB) to provide bulk chemicals to the Water Treatment Plant. These chemicals include: Sulfuric Acid, Corrosion Inhibitor, Sodium Hydroxide, Anti-scalant, Ammonium Sulfate, Membrane cleaning chemicals (high and low pH), and Citric Acid. The district desires to enter into a three (3) year period contract with the effective date of June 16, 2026. It will have an option to renew for two (2) – 1-year periods agreement with a qualified, responsive firm, price and other factors to be considered, that represents the best overall value to the district. **Please review Schedule C as it contains the full and complete Scope of Services.**

Without exception, the delivery containers shall be properly labeled, and the label shall indicate the mark of the certifying agency ensuring that the product as delivered to the tank has an unbroken chain of custody and is certified to be in total compliance with ANSI/NSF Standard 60 for drinking water.

Product shall be pumped into the bulk tanks with an electric pump; use of pressurized air to offload is not acceptable due to danger of overfilling and damage to the tanks.

Product must be certified by an accredited agency to meet all the requirements of ANSI/NSF standard 60 as delivered at the District’s facility and approved for use in potable water under rule 555.325 F.A.C. The product must comply with AWWA standards 502-05 through 505-05 as applicable.

Product shall be free of any inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been properly treated with the corrosion inhibitor.

DISTRICT reserves the right to consider a Bidder’s history of citations and/or violations of environmental regulations in determining a Bidder’s responsibility and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination. Bidder shall submit with Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify DISTRICT immediately of notice of any citation or violation, which Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to Bidder.



## 1.2 Schedule

While it is the district's intent to strictly adhere to the following schedule, modifications may be required. Dates in this schedule may be amended by the district in its sole discretion, and no rights shall accrue to any Bidder due to such amendment. Bidders may not rely on dates after Due Date and Time until confirmed by the district. All times listed below are in Eastern Time (ET).

	<b>Date</b>	<b>Time</b>
Public Advertisement	February 26, 2026	
Release Date/Time	February 26, 2026	12:00 PM
Mandatory Pre-Bid and Site Visit Meeting Date/Time:	March 5, 2026	10:00 AM
Written Questions and Inquires are Due on or Before:	March 12, 2026	3:00 PM
Addenda as Responses to Questions Shall be Issued on or Before:	March 19, 2026	
<b>Bid Submission Deadline Date/Time</b>	<b>March 26, 2026</b>	<b>10:00 AM</b>
Evaluation Committee Meeting (n/a)		
Presentation Meeting (n/a)		
Notice Intent to Award	April 2, 2026	
Recommendation for Award	April 20, 2026	



### 1.3 Point of Contact during Cone of Silence

All communication concerning this ITB should be issued in writing, contain the ITB number (ITB # 2026-01) in the subject line, and be directed solely to the point of contact at the email address below. To ensure Contractors receive all relevant communications pertaining to this ITB, Contractors are encouraged to submit an email to the point of contact below for any questions.

**Name: Danielle Cancel**  
**Title: Procurement Manager**  
**Email: daniellec@csidfl.org**

This solicitation is subject to the Florida Cone of Silence Laws, specifically Broward County Code ARTICLE XIII – LOBBY ACTIVITIES Sec. 1-266.- Cone of Silence. Communication outside of authorized avenues is prohibited and may be subject to legal remedies. This would include any District Board Member, all other District employees, and any non-employee appointed to evaluate or recommend selection in such a procurement process.

The Cone of Silence shall terminate at the time the district awards or approves a contract, votes to reject all bids or responses, or otherwise acts which ends the solicitation or other procurement process.

### 1.4 Contract Term and Renewal

It is the intent of the district to secure a contract for an initial term of three (3) years with mutually agreeable options for two (2), one (1) year renewals. The effective date will be June 16, 2026. The maximum contract term will be five (5) years (60 months). Extensions, if agreed upon, will incorporate the same terms and conditions of the original contract plus amendments. Contracts with active purchase orders may be extended beyond the 60-month term to allow for the completion of designated tasks.

### 1.5 Use of Contract by Other Governmental Entities

The District advises all bidders that, upon award, the Apparent Successful Offeror (ASO) may, at its sole discretion, offer the same terms, conditions, and pricing of any contract resulting from this solicitation to other governmental entities. The District shall not be responsible for any transactions between the Contractor and any other governmental entity that elects to utilize any contract resulting from this solicitation.

The District reserves the right to ensure all District needs are satisfied before extending use of the contract to other agencies.



## 1.6 Irrevocable Offer

The contractor commits that a bid offered in response to this solicitation guarantees a firm and irrevocable offer for a period of ninety (90) days from the date of submission deadline. This period may be extended by the district as necessary to facilitate contract award. Contractors may submit a written request to the point of contact listed on this page to withdraw their bids prior to the submission deadline or after the ninety (90) day irrevocable offer period expires otherwise the bid shall remain firm until an award is announced.

## 1.7 Conflict of Interest

Contractor confirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the contract.

## 1.8 Disadvantaged and Small Business Enterprises

The District is committed to fostering the continued development and economic growth of small and disadvantaged business enterprises. To this end, the participation by small and disadvantaged business enterprises in this solicitation as both prime contractors and subcontractors is encouraged.

## Chapter 3 Section 2.0 – Procurement Process and Bid Requirements

This section includes general Instructions to Bidder designed to ensure all Contractors understand the procurement process for this ITB and develop bids in a format acceptable to the district.

### 2.1 Question Submission

Contractors are encouraged to submit questions or requests for clarification to ensure a full understanding of the bid requirements and the scope of services requested. Questions must be directed to the point of contact identified in Section 1.3 and in adherence with the schedule outlined in Section 1.2.



## 2.2 Addenda

If the District finds it necessary to supplement, clarify, or modify any portion of this ITB, a written addendum will be issued to interested parties and incorporated into the bidding docs. Contractors will be required to acknowledge receipt of any addenda on the included BID SUBMITTAL FORM FOR ITB NO. 2026-01 form, Section 10.

## 2.3 Mandatory Pre-Bid Meeting and Site Visit; Samples

Any Contractors interested in submitting a bid for this ITB# 2026-01 must attend the mandatory pre-proposal meeting indicated in Section 1.2 on the schedule. Immediately following the pre-bid meeting, the site visit will begin to answer any questions that bidders may have regarding the site and scope of service. **Only one (1) pre-bid meeting will be held. You must sign-in on the sign-in sheet for your attendance to be valid. Failure to attend the Mandatory Pre-Bid meeting will result in your bid not being accepted or opened at the bid submission deadline date and time.**

Samples of items, when required, must be furnished by Bidder free of charge to the DISTRICT. Each individual sample must be labeled with Bidder's name and manufacturer's brand name and be delivered within (10) calendar days of the Bid opening unless the schedule indicates a different time or unless submission is required before Bid opening. If samples are required subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. DISTRICT will not be responsible for returning samples.

## 2.4 Reserved Rights

The district reserves the right to accept or reject all bids, with or without cause, when doing so is perceived in the best interest of the district. The district reserves the right to waive technicalities or request additional information or clarification from Contractors. The district reserves the right to accept the bid which, in its sole judgement, best serves the interests of the district.

This ITB does not constitute a guarantee from the District.

## 2.5 Contract

It is the intent of the District to award a contract to the Contractor that is deemed responsive, responsible, and best serves the interest of the district. A sample contract has been included as



a supplement to this ITB. Contractors must be willing to accept the terms and conditions contained within. Contractors are not permitted to modify the terms or conditions of this contract and any effort to suggest or otherwise do so may be grounds for disqualification.

## 2.6 Submission Requirements

Contractors are required to follow the submission requirements including proper adherence to bid quantities, page limitations, and formatting. Deviation from these requirements may cause bids to be deemed nonresponsive.

- **Quantity** – Contractor must submit one (1) original bid including original signatures and one (1) digital copy (USB drive). A redacted digital copy may also be included if the Contractor’s bid contains information that may be exempt from applicable Florida Public Records Law.
- **Page Limits** – Contractor bids are limited to no more than seventy-five (75) pages excluding the required forms. Each section’s page limits are further defined in Section 2.8 Bid Layout.
- **Text and Page Format** – A page is defined as one (1) 8 ½” by 11” piece of paper with text on one side. Contractors may choose to print double-sided but should be aware that each printed side constitutes a page. Text must be in a font size no smaller than 11.
- **Production** – Bids must be bound in a manner that permits the bid to lie flat when open. Staples or paperclips are not permitted.
- **Packaging** – Bids are to be sealed in a box or properly sized envelope to ensure delivery in an undisturbed state. Each package should include a label on the exterior that identifies the package as a response to **WATER TREATMENT PLANT BULK CHEMICALS ITB# 2026-01**.
- **Delivery** – Bids are to be mailed or hand-delivered to the Coral Springs Improvement District Offices located at 10300 NW 11<sup>th</sup> Manor, Coral Springs, FL 33071 Attn: Procurement Manager. ALL BIDS MUST BE RECEIVED BY THE DATE AND TIME INDICATED IN THE SECHEDULE OF SECTION 1.2. Late, faxed and/or emailed bids to any DISTRICT employee will not be accepted.

## 2.7 Preparation Costs

All costs associated with the development, production, and delivery of Contractor bids are solely those of the Contractor. The district will not reimburse any Contractor for expenses incurred during this procurement process. The Contractor also agrees that the district bears no responsibility for any costs associated with administrative or judicial proceedings resulting from this solicitation process.



## 2.8 Bid Layout

Contractors are required to follow the bid layout defined below to enable ease of review and evaluation consistency. Deviation from this format may cause bids to be deemed non-responsive.

- **Executive Summary** – Provide a brief introduction to the Contractor, a summary of their bid, and the Contractor’s primary point of contact and authorized signatory. (2-page limit)
- **Table of Contents** – Provide a table of contents that identifies each section of the bid and the corresponding page numbers. (1-page limit)
- **Section 1. Quality and References** – Provide evidence that the Contractor understands the quality of finished goods identified in Section 1.1 and include a minimum of three (3) references from clients whom the Contractor has provided similar services in the past five (5) years. References from Florida Public Entities are preferable. (10-page limit)
- **Section 2. Past Finished Goods Experience** – Provide a detailed summary of similar finished goods experience in the past five (5) years. Include the name of the client, the Scope of Service, and a detailed description of the services provided. (10-page limit)
- **Section 3. Firm Personnel** – Provide an organization chart and brief one (1) page resumes for all firm personnel. This should include any possible Technicians that could be assigned to the DISTRICT. (20-page limit)
- **Section 4. Bid Price Form** – Complete Bid Price Form ITB# 2026-01 Water Treatment Plant Bulk Chemicals included with this solicitation. This bid price form submitted in any other format shall not be accepted. Failure to comply with the requirement may deem your submittal unresponsive. (2-page limit, use provided form)
- **Section 5. Required Forms and Documents** – Complete and include each of the required forms:
  - Drug-Free Workplace Certification
  - Proof of Insurability
  - Valid Business License
  - Non-Collusion Oath
  - Qualification Statement
  - Client References
  - Bid Submittal Form for ITB No. 2026-01
  - Bid Submittal Security, if required by the Instructions to Bidders - Chapter 3 Section 2.0
  - Public Entity Crimes
  - Scrutinized Vendor Certification
  - Good Faith Affidavit



## 2.9 Assertion of Contractor Confidentiality

Contractors that desire to keep supplied information confidential must assert proprietary, trade secret, intellectual property, or otherwise confidential claims specific to those sections or subsections of their bid. Contractors must provide statutory citation(s) supporting their claim of confidentiality. Simply identifying the entire bid as confidential may be grounds for disqualification.

To facilitate public record requests required by Florida Public Records Law, the District may be required to disclose parts of, or entire documents associated with this solicitation. Contractors that wish to keep confidential information private must provide the district with a redacted digital copy of their bid. Failure to do so will constitute a waiver of claim and authorize the district to reproduce the entire unredacted bid as required.

## 2.10 Bid Protest Procedures

If a Respondent intends to protest the District's award of a contract, it must follow the procedure described in this section. Failure to comply with the requirements of this section shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from the District's award of the contract. Only Category Four purchases that are made subject to a formal competitive solicitation procedure are subject to protest.

2.10.1 The Respondent shall file a Notice of Intent to Protest with the District Manager and/or Director of Operations in writing within 72 hours (excluding weekends and District observed holidays) after the Notice of Intent to Award is posted. The Respondent shall file a Formal Written Protest which includes a complete and concise statement of the grounds for the protest, supported by relevant documents, within ten (10) calendar days after filing Notice of Intent to Protest.

2.10.2 The Notice of Intent to Protest and Formal Written Notice shall be delivered via certified or registered U.S. Mail, return receipt requested, to the District administrative offices, 10300 NW 11th Manor, Coral Springs, FL 33071, Attn: District Manager and/or Director of Operations, with an electronic mail copy transmitted to [info@csid.com](mailto:info@csid.com).

2.10.3 Any Respondent who files a formal written protest shall post with the District at the time of filing the formal written protest, a protest bond in the amount of 1% of the contract amount or \$25,000 whichever is less. In the event the Respondent receives an adverse determination of its protest, the bond shall be forfeited to the District.



- 2.10.4 Failure to file notice of intent to protest, a formal written protest, and/or the protest bond within the time prescribed shall constitute a waiver of proceedings.
- 2.10.5 The District Manager and/or Director of Operations shall have the authority to settle and resolve the protest if such a settlement or resolution is in the best interest of the District in the District Manager's sole opinion.
- 2.10.6 If the protest is not resolved by mutual agreement, the District Manager shall issue a decision in writing within ten (10) calendar days after receipt of the formal written protest, which time may be extended upon agreement of the parties. The decision shall state the reasons for the action taken and inform the Respondent of his or her right to appeal the decision to the District Board of Supervisors. A copy of the decision shall be mailed or otherwise furnished to the Respondent.

## Chapter 4 Section 3.0 – Scope of Services

The purpose of this ITB is to engage a Contractor to provide bulk chemicals to the Water Treatment Plant. These chemicals include Sulfuric Acid, Corrosion Inhibitor, Sodium Hydroxide, Anti-scalant, Ammonium Sulfate, Membrane cleaning chemicals (high and low pH), and Citric Acid.

### 3.1 General

The specifications for the goods and materials to be provided under this ITB is described in Schedule "C" hereof. Any Plans associated with the service are referenced in the Scope of Services. The District has done extensive research and costly testing on four of the chemicals listed in Schedule C and has determined that these specific products meet the requirements of the District's water plant operations. The failure of the Bidder to direct the attention of the DISTRICT to errors or discrepancies will not relieve the Bidder, should Bidder be awarded the Contract, of the responsibility of performing the work to the satisfaction of the DISTRICT. **Please review Schedule C as it contains the full and complete Scope of Services.**



## 3.2 Safety

The ASO shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The ASO shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its current amendments. The ASO shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to:

- All employees on the service site and all the other people who may be affected thereby
- All service materials and equipment incorporated therein
- Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the service.

## 3.3 Warranties

Warranty of Title: The ASO warrants to the DISTRICT that all goods and materials furnished under the Contract will be new unless otherwise specified and that ASO possesses good, clear, and marketable title to said goods and there are no pending liens, claims, or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

Warranty of fitness for a Particular Purpose: The ASO warrants the goods shall be fit for and sufficient for the purpose(s) intended. The purpose for the goods covered by the Contract is intended is:

The ASO understands and agrees that the DISTRICT is purchasing the goods in reliance upon the skill of the ASO in furnishing the goods suitable for the above stated purpose. If the goods cannot be used in the manner stated in this Paragraph, then the DISTRICT, at its sole discretion, may return the goods to the ASO for a full refund of all moneys paid for the goods.

Warranty of Merchantability: The ASO warrants that the goods to be supplied pursuant to the Agreement are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.

Warranty of Performance: The ASO warrants that the goods can do the same or better-quality work than other goods of equal value operated under the same conditions.



Warranty of Product: The ASO warrants all products for a minimum of one year from the date of acceptance by the DISTRICT. If within one year after acceptance by the DISTRICT, or within such larger period of time as may be prescribed by law any of the products are found to be defective or not meeting performance standards with the Contract Documents, the ASO shall after receipt of a written notice from the DISTRICT to do so, (promptly replace the product unless the DISTRICT has previously given the ASO a written acceptance of such condition).

The ASO warrants to the DISTRICT that it will comply with all applicable federal laws, state laws, local laws, regulations, and orders in carrying out its obligations under the Contract.

The ASO warrants to the DISTRICT that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

The ASO warrants to the DISTRICT that the consummation of the work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the ASO is a party.

The ASO warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the Contract.

All warranties made by the ASO together with service warranties and guarantees shall run to the DISTRICT and the successors and assigns of the DISTRICT.

### 3.4 Risk of Loss

The risk of loss, injury, or destruction, regardless of the cause of the casualty, shall be on the ASO until the delivery of goods to the DISTRICT, and inspection and acceptance of the goods by the DISTRICT. Title to the goods shall pass to DISTRICT upon acceptance by DISTRICT.



### 3.5 Permits, Fees, and Notices

The Apparent Successful Offeror (ASO) shall secure all permits and licenses which may be required for the proper execution and completion of the service. The ASO shall use its best efforts to obtain all necessary permits as soon as possible after the date of Notice of Intent to Award. Any delays in obtaining permits must be brought to the attention of the DISTRICT without delay.

The ASO shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The DISTRICT shall not be responsible for monitoring ASO's compliance with any laws or regulations.

### 3.6 Cleaning Up

The ASO will always keep the premises free from accumulation of waste materials or rubbish caused by Bidder's operations. At the completion of the service Bidder shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery and surplus materials and provide final cleaning and return the space to a condition suitable for use by the DISTRICT. At all times the ASO shall comply with all specifications in Schedule C.

### 3.7 Default

In the event the ASO shall default in any of the terms, obligations, restrictions or conditions in the Contract Documents, the DISTRICT shall give the ASO written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within four (4) hours thereof. In the event the ASO has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the DISTRICT, the DISTRICT shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the ASO shall be liable for all procurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

### 3.8 Termination for Convenience of District

Upon seven (7) calendar day's written notice delivered by certified mail, return receipt requested, to the ASO, the DISTRICT may without cause and without prejudice to any other right or remedy; terminate the agreement for the DISTRICT'S convenience whenever the DISTRICT determines that such termination is in the best interest of the DISTRICT. Where the agreement is terminated for the convenience of the DISTRICT the notice of termination to the ASO must state that the contract is being terminated for the convenience of the DISTRICT under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, the ASO shall promptly discontinue all service at the time and extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the service.

### 3.9 Assignment

The ASO shall not assign or transfer its rights, title or interests in the Agreement nor delegate any of the duties or obligations undertaken by ASO without DISTRICT'S prior written approval.

### 3.10 Indemnification

GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, ASO shall indemnify, defend, save and hold harmless the DISTRICT, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, arising out of the operations of the ASO or his Subcontractors, agents, officers, employees or independent contractors pursuant to the contract caused by or arising out of (a) any negligent act, or willful omission or default of the ASO and/or his subcontractors, agents, servants, or employees in the provision of the goods and/or services under the contract to include any bodily injuries, sickness, disease, death or destruction of real or tangible property; (b) the use of any improper materials in any goods or services provided pursuant to the contract; (c) a defective condition in any goods provided pursuant to the contract; (d) the violation of any federal, state, county, or municipal laws, ordinances or regulations by ASO, his subcontractors, agents, servants, independent contractors or employees in the provision of the goods or services under the contract; or (e) the breach by ASO of any term of the Contract including the breach of any warranty or guarantee.



### 3.11 Patent and Copyright Indemnification

ASO agrees to indemnify, defend, save and hold harmless the DISTRICT, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

ASO shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney fees) and costs.

DISTRICT reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of ASO under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive District's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time

### 3.12 Award of Contract

This document shall serve as the contract for all associated services rendered.

If the Contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the Bid whose evaluation by DISTRICT indicates to DISTRICT that the award will be in the best interests of the DISTRICT, and not necessarily to the lowest Bidder

Criteria utilized by DISTRICT for determining the most responsible and responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references, including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any subcontractors and other persons providing labor or materials to Bidder.
- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the service of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the contract promptly or within the time specified, without delay or interference.

- (e) Previous and existing compliance by Bidder with laws, ordinances and regulations relating to the goods or services.
- (f) Bid Price (\$US).

If applicable, the Bidder to whom award is made shall execute a written Contract within Fifteen (15) calendar days after the Contract award. If the Bidder to whom the first award is made fails to enter into a Contract as herein provided, the award may be annulled and the Contract let to the next lowest Bidder who is responsible and responsive in the opinion of the DISTRICT. Such Bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.





## Chapter 6 Section 5.0 – Required Forms

This section includes forms that must be completed and submitted with the Contractor's bid. Each form should be completed accurately and in its entirety. Contractors that require clarification may submit a written request to the POC identified in Section 1.4.

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## BID SUBMITTAL FORM FOR ITB NO. 2026-01

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**SUBMITTED TO:**

Coral Springs Improvement District  
10300 N.W. 11<sup>th</sup> Manor  
Coral Springs, Florida 33071

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with DISTRICT to perform all service as specified in the Invitation to Bid No. 2026-01 Documents for the price(s) and within the time indicated in this Invitation to Bid No. 2026-01, and in accordance with the terms and conditions of the Invitation to Bid No. 2026-01 Documents.
  
2. Bidder accepts and hereby incorporates by reference in this Bid Submittal Form all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, Chapter 3 Section 2.0 including without limitation those pertaining to the disposition of Invitation to Bid Security.
  
3. The bidder has examined the site of the project and has become fully informed concerning local conditions, and the nature and extent of the deliveries. Bidder has examined the indemnification and liquidated damages provisions, if any, and the bond and insurance requirements of the bid submittal. Accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.
  
4. Bidder has given the DISTRICT written notice of all conflicts, errors or discrepancies that it has discovered in the ITB No 2026-01 and/or Contract documents and the written resolution thereof by the DISTRICT is acceptable to Bidder.
  
5. Will you subcontract any part of these deliveries? If so, give details including a list of each subcontractor(s) that will perform deliveries of more than ten percent (10%) of the contract amount and the deliveries that will be performed by each subcontractor(s).

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## BID SUBMITTAL FORM FOR ITB NO. 2026-01

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6. Bidder proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision for the deliveries described as follows:

Delivery of bulk chemicals needed at the Coral Springs Improvement District's Drinking Water Treatment plant. These chemicals include Sulfuric Acid, Corrosion Inhibitor, Sodium Hydroxide, anti-scalant, Ammonium Sulfate, Membrane cleaning chemicals (high and low pH), and citric acid.

Firm to ensure compliance with any Occupational Safety and Health Administration, (OSHA), Environmental Protection Agency (EPA), National Safety Foundation International (NSF) and any other Federal, State, and/or Local rules, regulations, or other requirements, as each may apply. Where American Water Works Association (AWWA) Standards are applicable to any chemical listed herein, the same shall follow the latest revisions thereof. Florida Statutes, Chapter 442 Right-to Know Law, mandates on-site Safety Data Sheets (SDS) for all toxic substances.

7. The bidder will adhere to the awarded Bid Price(s) listed on their submitted BID PRICE FORM ITB# 2026-01 WATER TREATMENT PLANT BULK CHEMICALS in US Dollars
8. The bidder agrees that the deliverables will be ready for deliveries within sixty (60) calendar days from the date of Contract Commencement as specified in the Notice of Intent to Award.
9. The undersigned Bidder will extend the same prices, terms and conditions to other governments located in Broward County during the period covered by this contract and any extensions, if requested.  Yes  No
10. Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of the Invitation to Bid:
- Addendum No.  Dated
- Addendum No.  Dated
- Addendum No.  Dated



## BID SUBMITTAL FORM FOR ITB NO. 2026-01

Page 3 of 4

**11. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE REQUIREMENTS CONTAINED ON THE QUALIFICATIONS STATEMENT, PRIOR TO SUBMITTING YOUR BID PACKAGE TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.**

12. The DISTRICT reserves the right to award this contract on the basis of any combination or all items, in which the DISTRICT deems in its best interests.

13. All communications concerning this ITB shall be emailed to:

**Danielle Keira-Cancel, Procurement Manager**

**Coral Springs Improvement District**

**10300 N.W. 11<sup>th</sup> Manor**

**Coral Springs, Florida 33071**

**Tel. 954-796-6620**

**Email [daniellec@csidfl.org](mailto:daniellec@csidfl.org)**

14. The following documents are attached to and made as a condition to this ITB:

- a. Drug-Free Workplace Certification
- b. Proof of Insurance
- c. State of Florida Business License
- d. E-Verify Affidavit: **3 pages**
- e. Non-Collusion Oath
- f. Qualification Statement: **9 pages**
- g. Client References
- h. Bid Submittal Form for ITB No. 2026-01: **4 pages**
- i. Bid Submittal Security, if required
- j. Public Entity Crimes: **3 pages**
- k. Scrutinized Vendor Certification: **2 pages**
- l. Good Faith Affidavit



**BID SUBMITTAL FORM FOR ITB NO. 2026-01**

Page 4 of 4

**BIDDER'S CERTIFICATION**

In witness whereof, the Bidder has executed this Bid Submittal Form for ITB# 2026-01

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Individual/Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

**ACKNOWLEDGMENT**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_.

Physical presence \_\_\_\_\_ OR Online notarization \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

[STAMP HERE]

State of \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_



## QUALIFICATIONS STATEMENT

Page 1 of 9

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted To: Coral Springs Improvement District  
10300 N.W. 11<sup>th</sup> Manor  
Coral Springs, Florida 33071

Doing Business As

(If applicable):

Bidder's Name:

Bidder's Address:

City, State, Zip Code:

Telephone No:

Email:

If payment(s) is/are to be mailed to address other than stated above, please complete section below:

Contact Name:

"Remit to" Address:

City, State, Zip Code:

Telephone No:

Email:



## QUALIFICATIONS STATEMENT

Page 2 of 9

1. State the true, exact, correct and complete name of the partnership, corporation, trade, or fictitious name under which you do business and the address of the place of business.

Legal Name of Bidder:

Address of principal place of  
business:

Contact Person's Name and Title:

Bidder's Telephone

Email

Bidder's Business License Number

2. If the Bidder is a corporation, answer the following:

a. Date of Incorporation:

b. State of Incorporation:

c. President's name:

d. Vice President's name:

e. Secretary's name:

f. Treasurer's name:

g. Name and address of  
Registered Agent:



## QUALIFICATIONS STATEMENT

Page 3 of 9

3. If Bidder is an individual, corporation, or partnership answer the following:

Articles of Incorporation Date	Indicate if Bidder is Individual, Corporation, or Partnership	Name of Individual or Partnership	Address of Individual or Partnership	Ownership of Units for Partner (If applicable)

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:


5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

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## QUALIFICATIONS STATEMENT

Page 4 of 9

Under what other former names has your organization operated?


7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this ITB. Please attach certificate of competency and/or state registration.

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8. Have you or an individual representing your firm inspected the site for the proposed scope of service?

(Y)\_\_\_\_(N)\_\_\_\_\_

9. Do you have a complete set of documents, including drawings and addenda?

(Y)\_\_\_\_(N)\_\_\_\_\_

10. Did you attend the Pre-Bid Conference? Your bid submittal WILL NOT be accepted if your firm or the firm you represent did not sign-in on the Sign-In sheet provided at such conference.

(Y)\_\_\_\_(N)\_\_\_\_\_

11. Have you ever failed to deliver any bulk chemicals contract awarded to you?

(Y)\_\_\_\_(N)\_\_\_\_\_

If so, state when, where and why?

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## QUALIFICATIONS STATEMENT

Page 5 of 9

12. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract?

(Y) \_\_\_\_\_ (N) \_\_\_\_\_

If so, state when, where and why?

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**QUALIFICATIONS STATEMENT**

Page 6 of 9

**THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY DISTRICT IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE DISTRICT TO REJECT THE BID SUBMITTAL, AND, IF AFTER THE AWARD, TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.**

\_\_\_\_\_  
**Signature**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_, by \_\_\_\_\_.

Physical presence \_\_\_\_\_ OR Online notarization \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

[STAMP HERE]

State of \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

WITNESS my hand and official seal.



## QUALIFICATIONS STATEMENT

Page 7 of 9

The undersigned further agrees to the following stipulations of the ITB requirements.

### **1. LIABILITY**

- A. District personnel shall be contacted a minimum of 24 hours prior to any deliveries with the time and location the deliveries are to be made. In addition, District personnel will/may observe but will not participate in any operations.
- B. CONTRACTOR shall not commence any deliveries under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the DISTRICT nor shall the CONTRACTOR allow any subcontractor to commence any deliveries on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved. It shall be the responsibility of the Contractor to comply with all Federal, State, and Local Water Management District Environmental Rules and/or Regulations.
- C. Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:
  - 1. Each Occurrence Limit - \$1,000,000
  - 2. Personal & Advertising Injury Limit - \$1,000,000
  - 3. General Aggregate Limit - \$2,000,000
  - 4. Products & Completed Operations Aggregate Limit - \$2,000,000
- D. Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the Scope of Service associated with this Agreement. In the event any service is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and its subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:
  - 1. Workers' Compensation: Coverage A – Statutory
  - 2. Employers Liability: Coverage B \$1,000,000 - Each Accident  
\$1,000,000 Disease – Policy Limit  
\$1,000,000 Disease – Each Employee

## QUALIFICATIONS STATEMENT

Page 8 of 9

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

- E. Pollution Liability Insurance covering Primary and Excess, with a Total Limit of:
  - 1. Each Occurrence Limit - \$25,000,000
  - 2. Products & Completed Operations Aggregate Limit - \$25,000,000
- F. CONTRACTOR shall name the DISTRICT, as an additional insured on each of the General Liability policies required herein and shall hold the DISTRICT, its elected and appointed officers, agents, employees, and instrumentalities harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.
- G. The Coral Springs Improvement District shall be named as an Additional Insured on each of the General Liability policies required herein.
- H. CONTRACTOR shall name the DISTRICT, as an additional insured on each of the General Liability policies required herein and shall hold the DISTRICT, its elected and appointed officers, agents, employees, and instrumentalities harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.
- I. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required of any subcontractor in the same limits and with all requirements as provided herein, including naming the DISTRICT as an additional insured, in any service that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to DISTRICT. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.
- J. The DISTRICT reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of service being performed under this Agreement.
- K. The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

### **2. COMPLETION OF DELIVERIES**

- A. The district reserves the right to inspect the contractor's delivery to verify completion of the contract and withhold partial payment for deliveries deemed incomplete.

Signed By: \_\_\_\_\_

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

Dated: \_\_\_\_\_



**QUALIFICATIONS STATEMENT**

Page 9 of 9

**BOARD/CONTRACTOR SIGNED SHEET**

Coral Springs Improvement District ITB # 2026-01 approved on \_\_\_\_\_

**CORAL SPRINGS IMPROVEMENT DISTRICT**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name of President

\_\_\_\_\_  
Date

**CONTRACTOR**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Printed)



## **REFERENCE CHECK SURVEY**

### **INSTRUCTIONS TO PREPARE AND SEND REFERENCES**

The objective of this process is to identify the past performance of the firm submitting a response to the solicitation. This is accomplished by sending survey forms to past clients. The client shall return the forms in their solicitation response.

1. The firm is responsible for verifying accurate contact information for the listed references in case there is a need for additional information or to clarify survey data; the DISTRICT must be able to contact reference. If the reference cannot be contacted, there will be no credit given for that reference
2. The survey must contain different services/projects and different clients. You cannot have multiple people evaluating the same project or multiple projects by the same person.
3. Projects can be either completed or on-going.
4. For each reference listed on the Client Reference sheet a Reference Check Survey (completed by the reference) shall be submitted.



## CLIENT REFERENCES

**Contractor's Name:** \_\_\_\_\_

The contractor must provide the following information for three (3) previous clients in which similar scope of services were performed within the last five (5) years. Contractor is responsible for verifying correct phone numbers, email address, and contact information. Public Entities are preferred as references. Failure to provide all three (3) references may deem your submittal non-responsive.

### Reference No. 1

<b>Company Name:</b>	
<b>Location (City, State):</b>	
<b>Date of Service:</b>	
<b>Contact Person:</b>	
<b>Contact Number:</b>	
<b>Email Address:</b>	

### Reference No. 2

<b>Company Name:</b>	
<b>Location (City, State):</b>	
<b>Date of Service:</b>	
<b>Contact Person:</b>	
<b>Contact Number:</b>	
<b>Email Address:</b>	

### Reference No. 3

<b>Company Name:</b>	
<b>Location (City, State):</b>	
<b>Date of Service:</b>	
<b>Contact Person:</b>	
<b>Contact Number:</b>	
<b>Email Address:</b>	

# SUPPLIER PERFORMANCE VERIFICATION FORM

BID NUMBER AND TITLE \_\_\_\_\_

BIDDER'S NAME \_\_\_\_\_

Bidder must attach a completed Supplier Performance Verification Form for each reference on the Client References form and submit with bid package.

Reference Entity Name: \_\_\_\_\_

Reference Name and Title: \_\_\_\_\_

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

Contact Phone: \_\_\_\_\_

Rate your experience with the above supplier using the following rating scale to answer the questions:

**Ratings:      1-Poor          2-Good          3-Exceptional          4-Not Applicable**

- 1. Rate the level of commitment of the Contractor when performing contracted services. \_\_\_\_
- 2. Rate the competency and accessibility of the personnel performing the services. \_\_\_\_
- 3. Rate the Contractor's success at keeping you informed of any problems and issues. \_\_\_\_
- 4. Rate the Contractor's knowledge of procedures required by regulatory agencies. \_\_\_\_
- 5. Rate the Contractor's success at working cooperatively with entity's personnel. \_\_\_\_
- 6. Rate the Contractor's ability to perform work promptly or within the time specified, without delay. \_\_\_\_
- 7. Rate the accuracy, completeness, and proper documentation of invoices. \_\_\_\_
- 8. Rate the completion, satisfaction, and the quality of work performed by the Contractor. \_\_\_\_
- 9. Rate the overall quality of performance of the Contractor. \_\_\_\_

Additional comments (optional):  
\_\_\_\_\_  
\_\_\_\_\_

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

Date: \_\_\_\_\_



## PUBLIC ENTITY CRIMES

Page 1 of 3

Section 287.132-133(3)(a), Florida Statutes, effective July 1, 1989, require that no public entity shall enter into a contract, award of ITB, or transact business in excess of \$10,000.00 with any person or affiliate who has been convicted of a public entity crime. Prior to entering into a sworn statement with the Purchasing Department on form 7088.

A copy of the form is reproduced below. This completed form must be on file prior to the issuing of a Purchasing Order.

### **Sworn Statement Under Section 287.133(3)(a), Florida Statutes on Public Entity Crimes**

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

1. This sworn statement is submitted with ITB# 2026-01 Water Treatment Plant Bulk Chemicals
2. This sworn statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_

and (if applicable) it's Federal Employer Identification No. (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing the sworn statement.

3. My name is \_\_\_\_\_ and my relationship to the entity name above is \_\_\_\_\_.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any ITB or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted or conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding or fault or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.



## PUBLIC ENTITY CRIMES

Page 2 of 3

6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(Please indicate which one of the two statements applies.)**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor the affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which of the three additional statement applies below.)**



**PUBLIC ENTITY CRIMES**

Page 3 of 3

\_\_\_\_\_ There have been proceedings concerning the conviction before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the Final Order)**

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the Final Order)**

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services)**

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by \_\_\_\_\_.

Physical presence \_\_\_\_\_ OR Online notarization \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

[STAMP HERE] State of \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_



## DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED Contractor CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign this statement, I certify the Contractor complies fully with the above requirements.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Print Name of Contractor's Authorized Official

\_\_\_\_\_  
Print Title of Contractor's Authorized Official

\_\_\_\_\_  
Date



## SCRUTINIZED VENDOR CERTIFICATION

Page 1 of 2

### **Certification Pursuant to Florida Statute § 287.135**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name and Title Contractor Name

Certify that \_\_\_\_\_ does not:  
Contractor Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The district shall provide notice, in writing, to the Contractor of the District's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the district's determination of false, certification was made in error then the district shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the District from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that re on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria



## SCRUTINIZED VENDOR CERTIFICATION

Page 2 of 2

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the district for goods or services may be terminated at the option of the district if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

---

Name of Company

---

Signature of Contractor's Authorized Official

---

Print Name of Contractor's Authorized Official

---

Print Title of Contractor's Authorized Official

---

Date



## E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Page 1 of 3

Project Name: WATER TREATMENT PLANT BULK CHEMICALS

Project No.: ITB# 2026-01

### DEFINITIONS:

**“Contractor”** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

**“Subcontractor”** means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

**“E-Verify system”** means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

**Effective January 1, 2021, Contractors shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:**

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Coral Springs Improvement District. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Coral Springs Improvement District; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract



## E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Page 2 of 3

### CONTRACT TERMINATION:

- a) If the District has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the District has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

---

Name of Company

---

Signature of Contractor's Authorized Official

---

Print Name of Contractor's Authorized Official

---

Print Title of Contractor's Authorized Official

---

Date



**E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**

Page 3 of 3

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by \_\_\_\_\_.

Physical presence \_\_\_\_\_ OR Online notarization \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

[STAMP HERE]

State of \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_



**NON-COLLUSION OATH**

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared: \_\_\_\_\_ and made oath that the Contractor herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Contractor, or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract.

\_\_\_\_\_  
Affiant Signature

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_.

Physical presence \_\_\_\_\_ OR Online notarization \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

[STAMP HERE]

State of \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_



**GOOD FAITH AFFIDAVIT**

I hereby propose providing the services requested in the District's ITB and, if awarded, enter into a contract with the district. I agree that the terms and conditions of the District's ITB shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the ITB. I acknowledge that the district may not accept the proposal due to any exceptions.

I certify that all information contained in my proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing, and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, company or corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Contractor or anyone on its behalf to gain favorable treatment concerning this procurement; no elected official, employee or agent of the District or of any other company is interested in said proposal; and that the undersigned executed this affidavit with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
Affiant Signature

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by \_\_\_\_\_ via

Physical presence \_\_\_\_\_ OR Online notarization \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

[STAMP HERE]

State of \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_



## Chapter 7 Section 6.0 – Sample Contract

The enclosed sample contract is intended to represent the agreement between the District and the Contractor for illustrative purposes ONLY. **PLEASE DO NOT SUBMIT WITH BID SUBMITTAL.** Contractors are encouraged to review all terms and conditions to ensure compliance and acceptance. The district does not intend to modify this agreement unless one or more parts conflict with preceding law.

*<Remainder of page intentionally left blank>*



## Purchase Agreement

This Purchase Agreement (Agreement) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 [YEAR] between CORAL SPRINGS IMPROVEMENT DISTRICT (OWNER), having its principal office at 10300 NW 11<sup>th</sup> Manor Coral Springs, FL 33071 and [CONTRACTOR] (CONTRACTOR), a company licensed to conduct business in the State of Florida, having its principal place of business at [CONTRACTOR ADDRESS].

The OWNER intends to engage the CONTRACTOR to provide Water Treatment Plant Bulk Chemicals (“Finished Goods”) and related services.

In consideration of the mutual promises herein, CONTRACTOR and the OWNER agree that the terms and conditions of this Agreement are as follows:

### 1. BASIC SERVICES

- 1.1. **Scope.** CONTRACTOR shall supply and deliver the Finished Goods as described Schedule C pursuant to specific Purchase Orders issued by OWNER in accordance with the terms and conditions of this Agreement. Each such Purchase Order shall reference this Agreement and incorporate its terms by reference. No minimum purchase obligation is implied unless expressly stated in a Purchase Order. CONTRACTOR’s obligations under this Agreement are solely for the benefit of the OWNER and no other party is intended to benefit or have rights hereunder. Contractor shall supply and deliver Finished Goods to Owner
- 1.2. **Standard of Care.** CONTRACTOR shall supply and deliver the Finished Goods under this Agreement in a manner consistent with the highest standard of care, diligence, and skill exercised by nationally recognized suppliers in the same industry under similar circumstances.
- 1.3. **Instruments of Service.** RESERVED
- 1.4. **End-Users Software License.** RESERVED
- 1.5. **Applicable Codes.** RESERVED
- 1.6. **Subcontractors.** Any subcontractors and outside associates of CONTRACTOR to be engaged by CONTRACTOR under this Agreement are limited to those identified in executed Purchase Orders or as the OWNER specifically approves during the performance of a Purchase Order.

### 2. THE OWNER’S RESPONSIBILITIES

Unless stated otherwise in Section 7 or in individual Purchase Orders, the OWNER shall do the following in a timely manner:

- 2.1. **The OWNER’s Representative.** The OWNER will designate a representative having authority to give instructions, receive information, define the OWNER’s policies, and make decisions with respect to individual Purchase Orders.



## 2.2. **Project Criteria.** RESERVED

- 2.3. **Data.** Provide all available information, including previous reports and any other data in the possession of the OWNER relevant to a Purchase Order.
- 2.4. **Access.** Arrange for CONTRACTOR to enter upon public property as mandated by the OWNER.
- 2.5. **Review.** Respond to CONTRACTOR's request for decisions or determinations.
- 2.6. **Meetings.** Hold or arrange meetings required to assist in the service required by a Purchase Order.
- 2.7. **Project Developments.** Give prompt written notice to CONTRACTOR whenever the OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONTRACTOR's services.

## 3. **PERIODS OF SERVICE**

- 3.1. **Time of Performance.** Contractor shall deliver the Finished Goods in accordance with the delivery schedule specified in the Purchase Order. Time is of the essence with respect to Contractor's performance under this Agreement. If no delivery date is specified, Contractor shall deliver the Finished Goods promptly and in any event within a commercially reasonable time. If Contractor anticipates any delay in performance, Seller shall immediately notify OWNER in writing of the cause and expected duration of the delay. Such notice shall not relieve Contractor of its obligations under this Agreement. OWNER reserves the right to cancel all or any part of the Purchase Order without liability if delivery is not made within the specified time or, if no time is specified, within a reasonable time.
- 3.2. **Start of Performance.** RESERVED.
- 3.3. **Force Majeure.** If a force, event, or circumstance beyond CONTRACTOR's or the OWNER'S control interrupts or delays CONTRACTOR's performance, the time of performance shall be equitably adjusted.
- 3.4. **Term.** This Agreement shall be in effect for three (3) years from the effective date of June 16, 2026 with two (2), one (1) year extensions automatically renewed unless rescinded by either party.

## 4. **COMPENSATION**

- 4.1. On an as-needed basis, the OWNER will issue Purchase Orders to the CONTRACTOR describing the Finished Goods required under this Agreement, containing a mutually agreed upon "Not to Exceed" cost based on the Contractor Bid submitted by Contractor in response to ITB 2026-01 Water Treatment Plant Bulk Chemicals, attached as Schedule B.
- 4.2. **CONTRACTOR Payment.** The OWNER shall pay CONTRACTOR the amount stated in invoices issued for and in accordance with each Purchase Order for actual completed deliveries during the period covered by the invoice, subject to the funding limits established in each Purchase order.
- 4.3. **Price Adjustments.** Contracted pricing shall remain firm for 6-months after the fully executed effective date. The unit prices under this Agreement may be subject to adjustment based on changes in the Producer Price Index group data for Chemicals and allied products



merchant wholesalers, not seasonally adjusted Series ID PCU4246--4246--, published by the United States Bureau of Labor Statistics. Price adjustments, upward or downward, may be requested no more than once every six (6) months and shall be based on the most recently published 6-month percent change in the Index at the time of the request. Contractor must submit a written request for a price adjustment at least thirty (30) days prior to the effective date of the proposed adjustment.

- 4.4. Any increase in pricing pursuant to this section shall not exceed **3%** of the original contract price over any 12-month period, and in no event shall the total cumulative adjustment over the life of the Agreement exceed **10%** of the original contract price.
- 4.5. Contractor's request for a price adjustment must include documentation of the applicable index values and the calculation of the proposed adjustment. The Owner reserves the right to reject any proposed adjustment that is not adequately supported or exceeds the stated limitations.
- 4.6. If the Producer Price Index group data for Chemicals and allied products merchant wholesalers, not seasonally adjusted Series ID PCU4246--4246--, reflects a decrease over any applicable 6-month period, the Owner shall have the right to request a corresponding downward adjustment to the unit prices, subject to the same calculation method and notice requirements as an increase.

## **5. GENERAL CONSIDERATIONS**

- 5.1. **Changes.** By written and/or electronic notice at any time, the Owner may, at any time prior to shipment, make changes within the general scope of a Purchase Order by issuing a written change order. Such changes may include, without limitation, modifications to the quantity, specifications, delivery method, packaging, or delivery schedule of the finished goods. If any such change causes an increase or decrease in the cost of or time required for performance, Contractor shall promptly notify Owner in writing and provide sufficient documentation to support any proposed price or schedule adjustment. Such changes can only be required by the OWNER's authorized representative.
- 5.2. **Access to Records.** The following access to records requirements apply to CONTRACTOR, which includes its successors, transferees, assignees, and subcontractors: (a) CONTRACTOR agrees to provide the OWNER, the State of Florida, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions; (b) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for service being completed under this Agreement.
- 5.3. **Confidentiality and Proprietary Information.** CONTRACTOR will hold secret and confidential all information designated by the OWNER as confidential under Florida Public Records law (Confidential Information). CONTRACTOR will not reveal Confidential Information to a third party unless: (a) such disclosure of information deemed Confidential is permitted by law (b) the OWNER consents in writing; (c) applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure;. All drawings, specifications, technical information, and other information furnished to the OWNER by CONTRACTOR or developed by CONTRACTOR in connection with the service are, and will remain, the property of the OWNER.



- 5.4. **Disputes.** If a dispute or complaint (collectively referred to as a “Dispute”) arises concerning this Agreement, the OWNER and CONTRACTOR will negotiate a resolution of the Dispute. Should negotiation be unsuccessful, mediation of the Dispute by a third party shall follow. Any time which elapses in attempting to resolve the Dispute through either or both negotiation or mediation shall extend day-for-day any applicable statute(s) of repose or limitation of actions.
- 5.4.1. **Negotiation.** Following written notice of a Dispute, a minimum of one face-to-face meeting (or less if the Dispute is resolved) shall be held.
- 5.4.2. **Mediation.** If negotiation is unsuccessful, a mutually acceptable third party [**Facilitator**] having expertise in the subject of the Dispute shall be engaged to mediate the Dispute. The fee and expenses of the Facilitator shall be shared equally by the parties to the Dispute. The parties may present evidence and arguments to the Facilitator. Unless the Facilitator and the parties agree otherwise, a minimum of one face-to-face meeting shall be held within the sixty-day period beginning on the date of the Facilitator's engagement. Following the meeting or earlier if appropriate, the Facilitator shall report to the parties whether he believes the Dispute is resolvable through mediation. At that point the parties shall elect (a) to continue mediation, (b) replace the Facilitator and continue mediation, or (c) end mediation. If the mediation is ended, the parties may litigate the Dispute.
- 5.5. **Remedies.** Nothing in this Agreement otherwise prevents the OWNER from utilizing any available remedies, administrative, contractual, or legal, where CONTRACTOR has been found to have violated or breached the terms of this Agreement, subject to the Limitation of Liability provision below.
- 5.6. **Insurance.** CONTRACTOR will maintain **insurance** against the following risks during the term of the Agreement: (a) workers compensation in statutory amounts and employer's liability for CONTRACTOR's employees' project-related injuries or disease; (b) general liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from CONTRACTOR's performance under this Agreement; and (c) workers compensation in the amount of \$1,000,000 for legal obligations arising out of CONTRACTOR's failure to meet the Standard of Care.
- 5.6.1. Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of service under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:
- 5.6.1.1. Any Auto (Symbol 1) Combined Single Limit (Each Accident) - \$1,000,000
  - 5.6.1.2. Hired Autos (Symbol 8) Combined Single Limit (Each Accident) - \$1,000,000
  - 5.6.1.3. Non-Owned Autos (Symbol 9) Combined Single Limit (Each Accident) - \$1,000,000
- 5.6.2. Umbrella/Excess Liability Insurance in the amount of \$2,000,000, as determined appropriate by the DISTRICT depending on the type of job and exposures contemplated. Coverage must follow the form of General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement. The Coral



Springs Improvement District must be shown as an additional insured with respect to this coverage. The DISTRICT'S additional insured status shall extend to any coverage beyond the minimum limits of liability found herein. The Coral Springs Improvement District shall be named as an Additional Insured on each of the General Liability policies required herein.

- 5.6.3. Pollution Liability Insurance covering Primary and Excess, with a Total Limit of:
  - 5.6.3.1. Each Occurrence Limit - \$25,000,000
  - 5.6.3.2. Products & Completed Operations Aggregate Limit - \$25,000,000
- 5.6.4. CONTRACTOR shall name the DISTRICT, as an additional insured on each of the General Liability policies required herein and shall hold the DISTRICT, its elected and appointed officers, agents, employees, and instrumentalities harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.
- 5.6.5. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required of any subcontractor in the same limits and with all requirements as provided herein, including naming the DISTRICT as an additional insured, in any service that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to DISTRICT. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement
- 5.6.6. The DISTRICT reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of service being performed under this Agreement.
- 5.6.7. The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

## 5.7. Indemnification

- 5.7.1. To the fullest extent permitted by laws and regulations, Contractor shall indemnify, defend, save and hold harmless the OWNER, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, arising out of the operations of the Contractor or his Subcontractors, agents, officers, employees or independent contractors pursuant to the contract caused by or arising out of (a) any negligent act, or willful omission or default of the Contractor and/or his subcontractors, agents, servants, or employees in the provision of the goods and/or services under the contract to include any bodily injuries, sickness, disease, death or destruction of real or tangible property; (b) the use of any improper materials in any goods or services provided pursuant to the contract; (c) a defective condition in any goods provided pursuant to the contract; (d) the violation of any federal, state, county, or municipal laws, ordinances or regulations by Contractor, his subcontractors, agents, servants, independent contractors or employees in the provision of the goods or services under the contract; or (e) the breach by Contractor of any term of the Contract including the breach of any warranty or guarantee.
- 5.7.2. Contractor agrees to indemnify, defend, save and hold harmless the OWNER, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.



- 5.7.3. Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 5.7.4. OWNER reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive OWNER's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.
- 5.8. **Limitation of Liability.** Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law the parties agree that neither the OWNER nor CONTRACTOR shall be liable to each other for any special, indirect or consequential damages, whether caused or alleged to be caused by negligence, strict liability, breach of contract or warranty under this Agreement.
- 5.9. **Assignment Rights.** CONTRACTOR may offer adoption of this agreement in whole to other local governing agencies with the express written approval of the OWNER. The CONTRACTOR makes no guarantee of assignment, and the OWNER maintains the right to refuse to allow this Agreement to be offered to other local governing agencies.
- 5.10. **Interpretation.** This Agreement shall be interpreted in accordance with the laws of the State of Florida.
- 5.11. **Successors.** This Agreement is binding on the successors and assignees of the OWNER and CONTRACTOR. The Agreement may not be assigned in whole or in part to any third parties without the written consent of the OWNER.
- 5.12. **Independent Contractor.** CONTRACTOR represents that it is an independent contractor and is not an employee of the OWNER.
- 5.13. **Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier or by email. All notices shall be effective upon the date of receipt by the party.
- 5.14. **Entire Agreement.** This Agreement encompasses all procurement and contract documents to include the ITB and addenda, CONTRACTOR Proposal, Contract, Schedules, Attachments, and Purchase Orders executed pursuant to this Agreement. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any modifications to this Agreement shall be in writing and signed by the OWNER and CONTRACTOR. In the event of inconsistency between the contract documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:
- 5.14.1. Terms and conditions as contained in this Agreement.
- 5.14.2. Terms and conditions contained in ITB# 2026-01 Water Treatment Plant Bulk Chemicals, and any addenda thereto.



5.14.3. Contractor's response to ITB# 2026-01 and any subsequent information submitted by Contractor during the procurement process

5.14.4. Purchase orders issued under this agreement.

5.15. **Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

5.16. **Termination.** Upon thirty (30) calendar day's written notice delivered by certified mail, return receipt requested, to the CONTRACTOR, the DISTRICT may without cause and without prejudice to any other right or remedy; terminate the agreement for the DISTRICT'S convenience whenever the DISTRICT determines that such termination is in the best interest of the DISTRICT. Where the agreement is terminated for the convenience of the DISTRICT the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the DISTRICT under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, the Contractor shall promptly discontinue all service at the time and extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the service.

5.17. **Effective Date.** This Agreement is effective on the date it has been executed by both Parties.

## 6. SPECIAL PROVISIONS, EXHIBITS, and SCHEDULES.

### 6.1 Limitations of CONTRACTOR's Responsibilities. R E S E R V E D

6.2 **Schedules.** The following **Schedules** are attached to and made a part of this Agreement:

6.2.1 **Schedule A:** *Invitation to Bid*

6.2.2 **Schedule B:** *Contractor Proposal*

6.2.3 **Schedule C:** *Scope of Work; Specifications of Finished Goods*

## 7. MISCELLANEOUS

7.1. **E-Verify:** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

### 7.1.1. **Definitions for this Section:**

7.1.1.1. **"Contractor"** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or



services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

- 7.1.1.2. **“Subcontractor”** means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
  
- 7.1.1.3. **“E-Verify system”** means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
  
- 7.1.2. **Registration Requirement; Termination:** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
  - 7.1.2.1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
  
  - 7.1.2.2. All persons (including sub vendors/ subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the Contract with the Coral Springs Improvement District. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the Contract is a condition of the contract with the Coral Springs Improvement District; and
  
  - 7.1.2.3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of Contract and may not be considered as such. If this



Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

7.2. **Scrutinized Companies:** By execution of this Agreement, CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

7.2.1. Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

7.2.2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company:

7.2.2.1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

7.2.2.2. Is engaged in business operations in Syria.



**Execution Authority.** This Agreement is a valid and authorized undertaking of the OWNER and CONTRACTOR. The representatives of the OWNER and CONTRACTOR who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

**IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**Sandra Demarco**

**10300 NW 11<sup>th</sup> Manor, Coral Springs, FL 33071**

**(O) 954.796.6658**

**Email: Sandrad@csidfl.org**

**CORAL SPRINGS IMPROVEMENT DISTRICT**

**[CONTRACTOR]**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Schedule A

### Invitation to Bid (ITB #2026-01)



## Schedule B

### **Contractor Bid**



## Schedule C

### Scope of Services

The specifications described in this section is for the purpose of soliciting quotations for the purchase and delivery of bulk chemicals needed at the Coral Springs Improvement District's Drinking water plant. These chemicals include: Sulfuric Acid, Fluoride, Corrosion Inhibitor, Sodium Hydroxide, anti-scalant, Ammonium Sulfate, Membrane cleaning chemicals (high and low pH), and citric acid.

It shall be the responsibility of each firm to assure compliance with any Occupational Safety and Health Administration, (OSHA), Environmental Protection Agency (EPA), National Safety Foundation International (NSF) and any other Federal, State, and/or Local rules, regulations, or other requirements, as each may apply. Where American Water Works Association (AWWA) Standards are applicable to any chemical listed herein, the same shall be in compliance with the latest revisions thereof. Florida Statutes, Chapter 442 Right-to Know Law, mandates on-site Safety Data Sheets (SDS) for all toxic substances. All firms are requested to submit SDS with their bids.

Supplier shall notify DISTRICT immediately of notice of any citation or violation of environmental regulations, which Bidder may receive during the time of performance of the Scope of Work.



## 1. Delivery Requirements

The Supplier (also referred to as “Contractor”) shall be responsible for pumping all bulk deliveries into the storage tanks at the delivery sites and shall provide all necessary hoses, fittings, pumps, etc. required to safely and efficiently off load the chemicals into designated storage tanks. Suppliers shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the incorrect storage tank(s). Delivery personnel must check with District staff prior to making any connection to the District’s tanks or beginning the delivery of any chemical. Delivery and billed quantities will be verified by District staff based on level indications and corresponding amounts delivered. The Supplier shall be responsible for inspecting District fill lines and equipment before filling. The Supplier shall bear all expenses associated with any remedial activities caused by incorrect transfers.

- 1.1.** The Supplier shall be responsible for any spills resulting from the failure of its delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance should require at minimum, the Supplier delivery personnel’s constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The District reserves the right to refuse all deliveries made with equipment that is poorly maintained and/or experiencing chemical leaks.
- 1.2.** It is the Supplier’s responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of chemicals shall be supplied by the Supplier and shall be clean and free from contaminating material. The District may reject a load if the equipment is not properly cleaned. The Supplier’s personnel shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. They shall take immediate and appropriate actions to clean up any spilled chemical. If the spill is not cleaned up, the District will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the supplier and deducted from any amount due.
- 1.3.** Because of security and safety concerns, all delivery vehicle drivers shall have a proper commercial driver’s license with a Hazardous Material endorsement. Supplier’s drivers shall display their driver’s license whenever requested by the District during the delivery. Failure to show proper license shall result in rejection of delivery and subsequent possible termination of the Supplier’s supply agreement. If a driver does not comply with the rules established by the District for proper conduct, the District reserves the right to restrict that driver from making deliveries to the District. In that case, the Supplier must assign a new driver to the District’s account.



- 1.4. Delivery shipments which fail to meet any of the requirements of the Specifications described in Section 3 (below) shall be rejected. In the event a delivery shipment is rejected, upon notification to the Supplier that the shipment is rejected, the Supplier will be required to ship a replacement delivery to the affected location within four (4) hours from time of notification. Failure to provide replacement product that meets the specifications described in Section 3 within the specified time period will constitute failure to comply with the delivery requirements set forth in this document.
- 1.5. Regularly scheduled deliveries can only be made weekdays (Monday through Friday) and starting no earlier than 7:00 am and finishing no later than 3:00 pm unless prior agreement is made between the District and the Supplier
- 1.6. The District maintains and regularly tests eyewash stations. The District does not have a neutralization station. Supplier will not be able to blow off and release compressed air from tanker truck once it is full. Supplier will need to bleed off air and not force chemicals through the hoses. If there is some residue/backflow when disconnecting from the cam locks, Supplier is permitted to place any chemicals resulting from the backflow in a bucket and pour it back into tanker truck.

## 2. Emergency Deliveries and Responses

- 2.1. It is mandatory that the successful supplier have the resources in place to assure an emergency response time of no more than four (4) hours for any chemical at any time the District requests an emergency delivery be made. This requirement must be met 24/7 on weekends and all holidays. Additionally, supplier shall provide emergency response assistance for any chemical provided, such as SARA Title III, including but not limited to, Sec. 303 through Sec. 304. Supplier shall always be available to render assistance via phone and onsite assistance within 1 hour to render technical and physical assistance as needed. Supplier shall have on hand a sufficient neutralizing agent to render physical assistance as needed to address any release for product supplied. Supplier shall also render technical assistance to any Emergency personnel needed in a hazmat situation. Notifications to SWP and NRC shall be conducted by the Coral Springs Improvement District.



### 3. Product Material Requirements and Specifications

#### 3.1. Corrosion Inhibitor (OT3535)

3.1.1. Minimum Delivery: 250 gallons

3.1.2. Estimated Annual Usage: 2,000 gallons mini-bulk

3.1.3. Special Delivery Requirements: Without exception, the delivery containers shall be properly labeled, and the label shall indicate the mark of the certifying agency ensuring that the product as delivered to the tank has an unbroken chain of custody and is certified to be in total compliance with ANSI/NSF Standard 60 for drinking water. Product shall be pumped into the bulk tanks with an electric pump; use of pressurized air to offload is not acceptable due to danger of overfilling and damage to the tanks.

3.1.4. Description: Product must be certified by an accredited agency to meet all the requirements of ANSI/NSF standard 60 as delivered at the District's facility and approved for use in potable water under rule 555.325 F.A.C. Must comply with AWWA standards 502-05 through 505-05 as applicable.

Product shall be free of any inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been properly treated with the corrosion inhibitor.

3.1.5. Physical Properties: Liquid, white in color with a specific gravity of 1.40-1.48 and a pH of 4-5. During manufacturing, the product shall be final filtered two times using a 1 micron filter and shall have no contamination by visual observation.

#### 3.2. Ammonium Sulfate 40%

3.2.1. Minimum Delivery: 250 gallons bulk

3.2.2. Estimated Annual Usage: 9,000 gallons

3.2.3. Special Delivery Requirements: Without exception, the delivery containers shall be properly labeled, and the label shall indicate the mark of the certifying agency ensuring that the product as delivered to the tank has an unbroken chain of custody and is certified to be in total compliance with ANSI/NSF Standard 60 for drinking water. Product shall be pumped into the bulk tanks with an electric pump; use of pressurized air to offload is not acceptable due to danger of overfilling and damage to the tanks. Deliveries can be made via totes however it must be pumped by contractor from their totes into Coral Springs Improvement District storage tank.

3.2.4. Description: Clear to pale yellow solution of Ammonium Sulfate, 40%. Shall contain a minimum of 10.3% as NH<sub>3</sub> and 8.5% as N. Shall have a specific gravity of 1.20 – 1.23 and a pH between 4 -7.



### **3.3. Calcium Hypochlorite (HTH)**

- 3.3.1. Minimum Delivery: 400 lbs. (4 drums, weighing 100 lbs. each)
- 3.3.2. Estimated Annual Usage: 1,000 lbs. (10 drums, weighing 100 lbs. each)
- 3.3.3. Special Delivery Requirements: The delivery containers shall be properly labeled and delivered to the wastewater treatment facility in the original sealed manufacturer containers by DOT-compliant hazardous material carriers. Storage and handling shall comply with OSHA Hazard Communication requirements and DOT oxidizer regulations. Tote deliveries are accepted.
- 3.3.4. Description: Industrial Grade approved for use in wastewater treatment facilities. Typical uses in wastewater include algae control, disinfection, odor control, and chlorination. AWWA B300 Standard provides specifications for Calcium Hypochlorite used in potable water and wastewater treatment.
- 3.3.5. Physical Properties: Product shall be white, chlorine-like odor, granular solid. Calcium Hypochlorite is completely soluble in water and has a specific gravity of 1.0 and a pH range of 10.5-11.5 (1% solution)

### **3.4. Sodium Carbonate (Soda Ash)**

- 3.4.1. Minimum Delivery: 500 lbs. (10 bags, weighing 50 lbs. each)
- 3.4.2. Estimated Annual Usage: 2,700 lbs. (54 bags, weighing 50 lbs. each)
- 3.4.3. Special Delivery Requirements: The delivery containers shall be properly labeled and delivered to the wastewater treatment facility as a dry, industrial-grade product via singular or palletized bags. Delivery and unloading shall be conducted in accordance with OSHA Hazard Communication requirements and standard industry safety practices. Tote deliveries are accepted.
- 3.4.4. Description: Industrial Grade approved for use in wastewater treatment facilities. Typical uses in wastewater include pH adjustment, alkalinity control, buffering and precipitation aid. AWWA B300 Standard provides quality and property specifications for soda ash used in potable water and wastewater treatment.
- 3.4.5. Physical Properties: Product shall be white, odorless, granular solid. Sodium Carbonate is completely soluble in water and has a specific gravity of 2.52 and a pH of 11.4 (1% solution in water)

### **3.5. Sodium Hydroxide (Caustic Soda) – 50% Aqueous Solution**

- 3.5.1. Minimum Delivery: 250 gallons bulk
- 3.5.2. Estimated Annual Usage: 6,000 gallons
- 3.5.3. Special Delivery Requirements: Without exception, the delivery containers shall be properly labeled, and the label shall indicate the mark of the certifying agency ensuring that the product as delivered to the tank has an unbroken chain of custody and is certified to be in total compliance with ANSI/NSF Standard 60 for drinking water. Product shall be pumped into the bulk tanks with an electric pump; use of pressurized air to



offload is not acceptable due to danger of overfilling and damage to the tanks.

- 3.5.4. Description: Commercial Grade approved for use in potable water under Rule 555.325 F.A.C. and certified as being in compliance with AWWA Standard B501-08. The 50% product shall have a SPG of 1.52 – 1.54.

### **3.6. Liquid Sulfuric Acid (93%)**

- 3.6.1. Minimum Delivery: 1500 gallons bulk
- 3.6.2. Estimated Annual Usage: 60,000 gallons
- 3.6.3. Special Delivery Requirements: Without exception, the delivery containers shall be properly labeled, and the label shall indicate the mark of the certifying agency ensuring that the product as delivered to the tank has an unbroken chain of custody and is certified to be in total compliance with ANSI/NSF Standard 60 for drinking water. The supplier will be required to transport the bulk shipments to the site and unload the product into a 4000-gallon storage tank with a cam-lock fitting that is provided by the DISTRICT.
- 3.6.4. Description: Product shall be Food Grade or better and be certified by a laboratory. Must comply with AWWA standards 502-05 through 505-05 as applicable. Product shall be free of any inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been properly treated with the liquid sulfuric acid. Product shall show no visible turbidity and no appreciable sediment upon standing for 24 hours at ambient temperatures.
- 3.6.5. Physical properties: H<sub>2</sub>SO<sub>4</sub> is a colorless or slightly yellow viscous liquid with a pungent odor. It has a density of 1.84 g/mL, boiling point of 337 °C, and melting point of 10 °C.

### **3.7. Antiscalant (Megaflux AC)**

- 3.7.1. Minimum Delivery: 275 gallon tote
- 3.7.2. Estimated Annual Usage: 2,850 gallons
- 3.7.3. Special Delivery Requirements: Without exception, the delivery containers shall be properly labeled, and the label shall indicate the mark of the certifying agency ensuring that the product as delivered to the tank has an unbroken chain of custody and is certified to be in total compliance with ANSI/NSF Standard 60 for drinking water. Product shall be pumped into the bulk tanks with an electric pump; use of pressurized air to offload is not acceptable due to danger of overfilling and damage to the tanks.
- 3.7.4. Description: Premium broad spectrum antiscalant designed to inhibit inorganic scale formation in membrane separation processes.
- 3.7.5. Physical properties: Product shall be Clear, colorless to light yellow liquid. With a characteristic odor. Antiscalant is completely soluble in water, has a specific gravity of 1.1 - 1.2 and a pH of 3 - 4



### **3.8. Membrane Cleaner (Cleanflux Bio)**

- 3.8.1. Minimum Delivery: 565 lbs (1 drum)
- 3.8.2. Estimated Annual Usage: 385 gallons(7 drums)
- 3.8.3. Special Delivery Requirements: Product must be delivered in 565lb drums and or 2850lb totes
- 3.8.4. Physical properties: Product shall be a yellowish liquid with a characteristic odor.  
Product is completely soluble in water, and a pH of > 12

### **3.9. Membrane Cleaner (AWC C-234)(Phosphoric Acid<10%)**

- 3.9.1. Minimum Delivery: 1590 pounds (3-530 lbs. drums)
- 3.9.2. Estimated Annual Usage: 9 drums
- 3.9.3. Special Delivery Requirements: Product must be delivered in 55 gl. Drums
- 3.9.4. Physical properties: Product shall be Clear, colorless to light yellow liquid. With essentially no odor. Must be completely soluble in water, having a specific gravity of 1.15 ± 0.05 and a pH of <2.

### **3.10. Membrane Cleaner (AWC C-227)**

- 3.10.1. Minimum Delivery: 2 buckets
- 3.10.2. Estimated Annual Usage: 66 buckets
- 3.10.3. Special Delivery Requirements: Product must be delivered in 45 lb. bucket
- 3.10.4. Physical properties: Product shall be colorless to slightly tan powder with slight odor.  
Product is completely soluble in water, and a pH of 11-12 (1% solution)

### **3.11. Citric Acid**

- 3.11.1. Minimum Delivery: 100 pounds (2-50 lbs. bags)
- 3.11.2. Estimated Annual Usage: 200 lbs.
- 3.11.3. Special Delivery Requirements: Product must be delivered in 50-pound bag size
- 3.11.4. Physical properties: Citric acid is found as odorless and colorless crystals with an acidic taste. The solid has density of 1.66 g/mL, melting point of 153 °C and boiling point of 175 °C. It is highly soluble in water to give an acidic, sour tasting solution.



## 4. Clean Tank Guarantee

- 4.1. At any time during the performance of this agreement if the District finds any sludge or other impurity buildup in any of its chemical tanks, the supplier shall clean out the tank at no charge to the District. Temporary chemical storage must be provided by the supplier to continuous operation. The cleanout must be performed in accordance with applicable regulations on disposal of hazardous wastes. The supplier shall submit a cleanout procedure to the District for approval before starting any cleanout work. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the *sole discretion* of the District. When the tank has been properly cleaned, the supplier shall refill the tank with clean, fresh chemical at no additional cost. Failure of the supplier to clean out the tank and replace the chemical within seven (7) days after being served notice shall be cause for immediate termination of the supply agreement between CSID and the supplier.
- 4.2. The Supplier at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Supplier's operations. At the completion of each cleanout, the Supplier shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery and surplus materials and provide final cleaning and return the space to a condition suitable for use by the DISTRICT.

## 5. Occupational Health and Safety

### 5.1. Supplier Safety Requirements

- 5.1.1. Supplier's safety procedures must ensure that delivery personnel comply with all OSHA requirements, including personal protective equipment for Supplier delivery personnel.
- 5.1.2. Supplier delivery personnel must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. It is the responsibility of Supplier delivery personnel to contain leaks and to report any and all spills.



## **5.2. Safety Data Sheets**

5.2.1. In compliance with Chapter 442 Florida Statutes, any chemical delivered by the supplier, must be accompanied by a Safety Data Sheet (SDS). The SDS must be maintained by the user agency and include the following information.

- 5.2.1.1. The chemical name and the common name of the toxic substance
- 5.2.1.2. The hazards and other risks in the use of the toxic substance, including:
  - 5.2.1.2.1. The potential for fire, explosion, corrosivity and reactivity;
  - 5.2.1.2.2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substances; and
  - 5.2.1.2.3. The primary routes of entry and symptoms of overexposure.
- 5.2.1.3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.
- 5.2.1.4. The emergency procedure for spills, fire, disposal and first aid.
- 5.2.1.5. A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- 5.2.1.6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- 5.2.1.7. Any questions regarding this requirement shall be directed to;

Department of Labor and Employment Security  
Bureau of Industrial Safety and Health  
Toxic Waste Information Center  
2551 Executive Center, Circle West  
Tallahassee, Florida 32301-5014  
Phone: 800/367-4378

## **5.3. Emergency Plan of Action and Safety Training**

5.3.1. Should a spill or leak occur, caused by supplier's personnel, equipment or method of delivery, supplier shall immediately notify the District and comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Material Emergency Response and Community Right to Know Act of 1988, chapter 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State rules and regulations regarding Supplier caused by spills or releases shall be the sole responsibility of Supplier. The supplier shall have on hand a sufficient neutralizing



agent to render physical assistance as needed to address any release for products supplied. The supplier shall render technical assistance to Emergency personnel as need in a hazmat situation. Notifications to the SWP and NRC shall be conducted by the District. The supplier shall indemnify and hold the district harmless for any failures to properly report and /or comply with this provision. In addition, supplier shall bear all expenses of spills.

- 5.3.2. As part of its Emergency Preparedness Planning and Spill Response Plan, supplier shall submit and provide a current and updated list of 24-hour access phone numbers of at minimum three people who are employed by, or are under contract to, provide assistance in emergency situations. The list shall include the names, positions, and are of specialty. It should include Chemists, Engineers, Certified Safety and Spill a response personnel, and General Management personnel with experience in dealing with chemical emergencies. The list shall include home, cell, and office phone numbers so that they can be reached to provide emergency support services on a 24/7 basis in the event of a spill, equipment failure or other emergency.

#### **5.4. Safe Handling Training**

- 5.4.1. The supplier shall provide an appropriate safe handling training course for any chemical that it supplies within the first month of the contract, to all current District operations personnel and shall be available to conduct “refresher” courses or new employee training at six (6) month intervals during the contract period. The supplier shall provide this assistance at no charge to the district.

#### **5.5. Technical Assistance**

- 5.5.1. The supplier shall provide technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludge’s produced by the application of its chemicals in the water treatment process. The supplier shall provide this assistance at no charge to the district.