



**ADDENDUM NO. 1**

**BID NO. 2022-009  
FURNISH AND DELIVER CIBA (ONLY) ZETAG 7878FS40 AND CIBA (ONLY)  
MAGNAFLOC LT25**

August 3, 2022

**TO ALL BIDDERS:**

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

**QUESTIONS AND CLARIFICATIONS:**

1. On page 18, line 73, the contract has two (2) possible one (1) year extensions.

However, on page 21, paragraph 2, the option to renew is four (4) additional one (1) year extensions.

Please verify which one it should be.

**Answer: The option to renew is four (4) additional one (1) year extensions.**

**REMOVE: PAGE 18**

**REPLACE: PAGE 18a**

This addendum consists of three (3) pages.

There are no other changes at this time.

**Wylene Sprouse NIGP-CPP, CPPB**

Wylene Sprouse NIGP-CPP, CPPB

Purchasing Supervisor

8/03/2022

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

## ACKNOWLEDGEMENT FORM

### ADDENDUM NO. 1

BID NO. 2022-009

FURNISH AND DELIVER CIBA (ONLY) ZETAG 7878FS40 AND CIBA (ONLY)  
MAGNAFLOC LT25

I acknowledge receipt of Addendum No. 1 for BID No. 2022-009, Furnish and Deliver CIBA (ONLY) ZETAG 7878FS40 and CIBA (ONLY) MAGNAFLOC LT25. This addendum contains three (3) pages. Please include the original of this form in your qualifications submission.

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

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

Name of Signer \_\_\_\_\_  
(please print)

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

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

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

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

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

**Wylene Sprouse NIGP-CPP, CPPB**

Wylene Sprouse NIGP-CPP, CPPB

Purchasing Supervisor

8/03/2022

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

- 69. MATERIAL ACCEPTANCE:** The materials received under this proposal will remain the property of the bidder until accepted to the satisfaction of the City of Margate. In the event the materials supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to return the product to the bidder at the bidder's expense.
- 70. EMERGENCY RESPONSE LOCATIONS:** When delivering to emergency response locations (Fire Stations, Police, Utilities, etc.) where utilities, fire, police, and emergency repair vehicles are being dispatched, the successful bidder shall take all steps to ensure that free egress and ingress of emergency vehicles are allowed. No delivery trucks shall be left unattended. In the event that a vehicle is to be left unattended, City personnel must be notified and the driver must state where they will be at all times.
- 71. ASSIGNMENT:** The bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City of Margate. Any awards issued pursuant to this bid invitation and monies which may become due hereunder are not assignable except with prior written approval of the City.
- 72. NON-COLLUSION STATEMENT:** By submitting this proposal, the Contractor affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud. (Refer to "Non-Collusive Affidavit" form attached.)
- 73. CONTRACT RENEWAL:** The City of Margate hereby bids for a one (1) year contract for services or supplies (unless otherwise indicated in the bid specifications), and the contract shall have the option to renew for four (4) additional one (1) year extensions, providing both parties agree, providing all terms and conditions and specifications remain the same, providing for availability of funding.
- 74. SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from the General Conditions shall have precedence.
- 75. WORKING HOURS AND INSPECTIONS:** The City of Margate's working hours are Monday through Friday 8 A.M. – 6 P.M. Contractor must plan for and schedule inspections within the City's working hours. Contractor can perform Work Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the City 48 hours in advance. All requests must be approved by the City Manager.
- 76. NO WAIVER:** No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.
- 77. WAIVER:** No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.
- 78. ENTIRE AGREEMENT:** This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other promises; representations, or warranties affecting it.
- 79. REGULATIONS:** All applicable laws and regulations of the Federal Government, State of Florida, Broward County, and Ordinances of the City of Margate will apply to any resulting award of contract.
- 80. PUBLIC RECORDS:** The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to: