

Meeting Date: 2/10/2015

Agenda Item 10

REQUESTED COMMISSION ACTION:

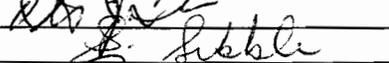
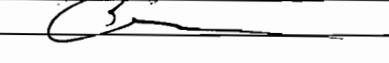
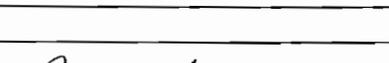
Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approval to purchase hydrofluosilicic acid (fluoride), as needed, for the Water Treatment Plant, per the City of Fort Lauderdale cooperative bid #432-11261, from Harcros Chemicals, Inc. at an annual expenditure of \$56,250.00 and a total estimated expenditure of \$168,750.00.

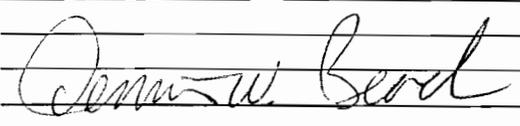
Summary of Purpose and Why:

The City of Fort Lauderdale issued a bid for "Hydrofluosilicic Acid" (fluoride) as the lead agency for the Southeast Florida Governmental Purchasing Cooperative, on behalf of participating governmental agencies. Formal approval is required for the City to purchase fluoride from the awarded vendor from Fort Lauderdale Bid #432-11261, Harcros Chemicals, Inc. The contract is valid through February 28, 2016, with renewal periods possible as stated in the bid specifications. The estimated annual expenditure for fluoride is \$56,250.00. City Commission approval of this contract award is requested.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: A. Randolph Brown, Utilities Director 954 545-7044
- (3) Expiration of contract, if applicable: n/a
- (4) Fiscal impact and source of funding: As needed, from budgeted funds in account 412-3320-533.52-05, Utility Fund/Water Treatment Plant/Chemicals.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Utilities	<u>1/28/15</u>	<u>APPROVE</u>	
General Services	<u>1/29/15</u>	<u>APPROVE</u>	
Finance	<u>1/29/15</u>	<u>approve</u>	
Budget	<u>1-30-15</u>	<u>approve</u>	


 City Manager



ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 st Reading	1 st Reading	Results:	Results:
2 nd Reading			

MEMORANDUM

Purchasing #15-040
January 26, 2015

To: Dennis W. Beach, City Manager

Through: Otis J. Thomas, General Services Director *OTJ*

From: Cassandra LeMasurier, Purchasing Supervisor *CL*

Subject: Approval to Purchase Hydrofluosilicic Acid (Fluoride) for the Water Treatment Plant, per the City of Fort Lauderdale Cooperative Bid #432-11261

Contract Need/Background

The City of Fort Lauderdale issued bid #432-11261 to establish a contract for the purchase of Hydrofluosilicic Acid (Fluoride) as the lead agency for the Southeast Governmental Purchasing Cooperative, on behalf of participating governmental agencies. The vendor awarded the City of Fort Lauderdale bid #442-11397 is Harcros Chemicals, Inc. The contract is valid through February 28, 2016 with two additional one year renewals possible. The City's Utilities Department requires approximately 2225,000 pounds annually at a cost of \$0.25 per pound for a total annual expenditure of \$56,250.00 and a total estimated expenditure of \$168,750.00 over the duration of the contract.

Attached you will find copies of a memorandum from the Utilities Treatment Plants Superintendent, and applicable copies of the Fort Lauderdale Bid/Contract Documents.

Funding

Fluoride is purchased, as needed, from budgeted funds in account 412-3320-533.52-05 Utility Fund / Water Treatment Plant Operating Supplies / Chemicals.

Award Recommendation

After review of the Fort Lauderdale contract with the Utilities Department it is recommended that Harcros Chemicals, Inc. be awarded a contract for the purchase of Fluoride, as needed, at the unit prices specified in the City of Fort Lauderdale Cooperative Bid #432-11261, through February 28, 2016, with possible renewal periods as stated in the contract.

enclosures

cc: file



Phone: (954) 545-7016

**City of Pompano Beach
UTILITIES TREATMENT PLANT**

Fax: (954) 545-7046

MEMORANDUM NO. 15 - 01

DATE: January 22, 2015
TO: Otis Thomas, General Services Director
FROM: Phil Hyer, Utilities Treatment Plants Superintendent *PH*
C: A. Randolph Brown, Utilities Director *ARB*
SUBJECT: Renewal of Co-op Bid Contract for Hydrofluosilicic Acid (Fluoride)

Chemical Need:

Fluoride is used in the water treatment process to provide consumer protection from tooth decay and is strongly recommended by the State of Florida Department of Health and supported by City Commission through Resolution #1999-145.

Procurement Background:

The City of Fort Lauderdale, as the lead agency for the co-op bid for the purchase of fluoride, awarded Harcros Chemicals, Inc. as their fluoride supplier in 2011 under contract #403-10368. The City of Pompano Beach Commission subsequently approved a piggyback of this Ft. Lauderdale Fluoride contract Bid #403-10368 on April 12, 2011. This contract has yearly renewal options and has since been renewed by the City of Ft. Lauderdale. The original contract #403-10368 to purchase fluoride from Harcros Chemicals, Inc. has been replaced by contract # 432-11261 during the renewal process.

Additionally, the cost to purchase fluoride has decreased since the original bid contract was priced at \$0.375 for LTL quantities. The current renewal price is \$0.25 per pound. The City's Utilities Department requires approximately 225,000 pounds annually. This equates to an annual expenditure of approximately \$56,250.00.

Recommendation:

The Utilities Department recommends piggybacking the City of Fort Lauderdale contract # 432-11261 for procurement of fluoride from Harcros Chemicals, Inc. The annual cost to the Utility Department is estimated at \$56,250.00 annually. Funding is available in the Water Treatment Plant chemical account number 412-3320-533-52-05.



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, Rm. 619 • Fort Lauderdale, FL 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

August 21, 2014

Harcros Chemicals, Inc.
Attn: Gary Delk
5132 Trenton Street
Tampa, FL 33619

Email: floridabids@harcros.com

RE: **Contract Extension 432-11261**
Hydrofluosilicic Acid

Dear Mr. Delk:

The extension of the contract noted above has been administratively approved. The revised contract expiration date will be **February 28, 2016**. This contract extension will be the first of three possible extension options.

All terms, conditions and specifications of this contract will remain in effect during the extension period, including insurance and/or performance bond coverage requirements.

If insurance is required for this contract, you should review your expiration date(s) at this time to insure that your coverage is current and provide this office with an updated certificate.

We hope this will continue to be a rewarding and profitable business relationship.

Sincerely,

ELIZABETH COHEN

Elizabeth Cohen
Administrative Assistant I



Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable gray boxes and submit with bid documents and applicable award notices and tabulations to lpiper@myboca.us for placement on the NIGP SE FL Florida Website Coop Contract page.

BID/RFP NO.: 432-11261

DESCRIPTION/TITLE: Hydrofluosilicic Acid

INITIAL CONTRACT TERM: Starts: 03/01/14 Ends: 02/28/15

RENEWAL TERMS OF CONTRACT: 3 RENEWAL OPTIONS FOR one year each
(Number of renewals) (period of time)

SECTION #1 - VENDOR AWARD

Vendor Name: Harcros Chemicals, Inc.

Vendor Address: 5132 Trenton Street
Tampa, FL 33619

Contact: Gary Delk

Phone: 813.247.4531

Fax: 813.247.7917

Cell/Pager:

Email Address: floridabids@harcros.com

Website:

FEIN: 431936062

SECTION #2 - AWARD/BACKGROUND INFORMATION

Award Date: 11/05/13 **Resolution/Agenda Item No.:** PUR-1, 13-1380

Insurance Required: Yes

Performance Bond Required: No

SECTION #3 - LEAD AGENCY

Agency Name: City of Fort Lauderdale

Agency Address: 100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

Agency Contact: Bob McKenney

Telephone: 954.828.5139 **Facsimile:** 954.828.5576

Email: rmckenney@fortlauderdale.gov



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

January 3, 2014

Harcros Chemicals, Inc.
5132 Trenton Street
Tampa, FL 33619
Attn: Gary Delk

Dear Mr. Delk:

Congratulations, the City of Fort Lauderdale has awarded your company **Co-Op Contract 432-11261** for **Hydrofluosilicic Acid**. Attached for your records is a copy of the Contract Summary. The contract term will be March 1, 2014 through February 25, 2015.

The terms, conditions and specifications of this contract will remain in effect during the contract term, including insurance and/or performance bond coverage requirements if required.

We hope this will to be a rewarding and profitable business relationship.

Sincerely,

Elizabeth Cohen
Administrative Assistant I

Attachment

CONTRACT SUMMARY

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DIVISION

Period Covered:

03/01/14 – 02/28/15

Contract No.:

432-11261

Co-Op Contract

Master Blanket:

N/A

Awarded Vendor:

Harcros Chemicals, Inc.
5132 Trenton Street
Tampa, FL 33619

Delivery: 5 to 7 days, ARO
Payment Terms: Net 30
P-Card Accepted: Yes No

Attn: Gary Delk

813.247.4531

Fax 813.247.7917

Email: floridabids.harcros.com

Insurance Coverage Required: Yes No
Authorized for Purchases: \$50,000 Under Over
Extension Options: Yes No Years: 3, 1 year extensions

HYDROFLUOSILICIC ACID

Item #1 Full Truck Loads, One Stop	\$0.025 / pound
Item #2 Less Than Full Truck Loads	\$0.265 / pound
Item #3 Demurrage Rate	\$75.00 / Hour

Department Contract Co-Ordinator: Rick Johnson 954.828.7865
Procurement Specialist: Bob McKenney, CPPB

**Bid Tabulation Packet
for
Solicitation 432-11261**

Hydrofluosilicic Acid (Co-Op)

Bid designation: Public



City of Fort Lauderdale

Bid #432-11261 - Hydrofluosilicic Acid (Co-Op)

Creation Date Jul 17, 2013

End Date Sep 25, 2013 2:00:00 PM EDT

Start Date Aug 20, 2013 12:34:50 PM EDT

Awarded Date Not Yet Awarded

432-11261--01-01 Full Truck Loads, One Stop					
Supplier	Unit Price	Qty/Unit	Total Price	Attach	Docs
Harcros Chemicals	First Offer - \$0.25	2206667 / pound	\$551,666.75	Y	Y
Product Code:		Supplier Product Code: 26268			
Agency Notes:		Supplier Notes: Pricing is based on 23% analysis			
Key Chemical, Inc. [Ad]	First Offer - \$0.2685	2206667 / pound	\$592,490.0895	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Bid based on 23% strength, quantity will be adjusted due to strength			

432-11261--01-02 Less than full truck loads, regardless of the number of stops.					
Supplier	Unit Price	Qty/Unit	Total Price	Attach	Docs
Harcros Chemicals	First Offer - \$0.265	2206667 / pound	\$584,766.795	Y	Y
Product Code:		Supplier Product Code: 26268			
Agency Notes:		Supplier Notes: Pricing is based on 23% analysis			
Key Chemical, Inc. [Ad]	First Offer - \$0.372	2206667 / pound	\$820,880.124	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Bid based on 23% strength, quantity will be adjusted due to strength			

432-11261--01-03 Demurrage Rate					
Supplier	Unit Price	Qty/Unit	Total Price	Attach	Docs
Key Chemical, Inc. [Ad]	First Offer - \$0.80	100 / hour	\$80.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Demurrage based on \$80/Hour after 2 hours free unloading			
Harcros Chemicals	First Offer - \$75.00	100 / hour	\$7,500.00	Y	Y
Product Code:		Supplier Product Code: Demurrage			
Agency Notes:		Supplier Notes:			

Supplier Totals

Harcros Chemicals		\$1,149,933.505 (3/3 items)	
Bid Contact	Carla Birdwell cbirdwell@harcros.com Ph 813-247-4531 Fax 813-247-7917	Address 5132 Trenton Street Tampa, FL 33619	
Supplier Code:	00000489		
Bid Notes:	Pricing is based on 23% analysis. Pricing includes all delivery charges, except for demurrage.		
Agency Notes:	Supplier Notes: Pricing is based on 23% analysis. Pricing includes all delivery charges, except for demurrage.		
Key Chemical, Inc. [Ad]		\$1,413,450.2135 (3/3 items)	
Bid Contact	Barbara L Luffman blids@keychemicalinc.com Ph 704-843-9873 Fax 704-973-9281	Address 9503 Dovewood Place Waxhaw, NC 28173	
Agency Notes:	Supplier Notes:		

**

Harcros Chemicals

Bid Contact **Carla Birdwell** Address **5132 Trenton Street**
cbirdwell@harcros.com **Tampa, FL 33619**
Ph 813-247-4531
Fax 813-247-7917

Supplier Code 00000489

Bid Notes **Pricing is based on 23% analysis. Pricing includes all delivery charges, except for demurrage.**

Item #	Line Item Notes	Unit Price	Qty/Unit	Attch. Docs
432-11261--01-01	Full Truck Loads, One Stop Supplier Product Code: 26268 Supplier Notes: Pricing is based on 23% analysis	First Offer - \$0.25	2206667 / pound	\$551,666.75 Y Y
432-11261--01-02	Less than full truck loads, regardless of the number of stops. Supplier Product Code: 26268 Supplier Notes: Pricing is based on 23% analysis	First Offer - \$0.265	2206667 / pound	\$584,766.755 Y
432-11261--01-03	Demurrage Rate Supplier Product Code: Demurrage	First Offer - \$75.00	100 / hour	\$7,500.00 Y

Supplier Total **\$1,143,933.505**

Harcros Chemicals

Item: **Full Truck Loads, One Stop**

Attachments

Harcros Sample Cert 2012-13.pdf

fsa coo 091012.pdf



City of Fort Lauderdale

Mosaic Crop Nutrition, LLC
13830 Circa Crossing Drive
Lithia, FL 33547

Bid 432-11261

September 10, 2012

Product Compliance Certification

We certify that the Fluorosilicic Acid supplied by Mosaic Co. will meet the specifications of the AWWA Standard B703-11 and further that it has been certified by NSF to meet the NSF/ANSI Standard 60 for treatment of potable water and has been produced within the continental limits of the United States.

A handwritten signature in black ink, appearing to read "Art M. Espinosa", is written over a horizontal line.

Art M. Espinosa, Florida Quality Control Lab Manager

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

432-11261

Hydrofluosilicic Acid (Co-Op)



Bob McKenney

954-828-5139

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

- 3.19 **BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City

representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section

of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184 (5) of the City of Fort Lauderdale Code of Ordinances.
- 5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES:** if applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:
- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

14. List any licenses/permits, etc. you hold for performing this type of work:

Florida Business Registration
Hillsborough County Tax Registration

15. Other comments?

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: **Gary Delk**

September 25, 2013

(Authorized signature)

(date)

Name (printed) **Gary Delk** Title: **District Manager**

Company: (Legal Registration) **Harcros Chemicals, Inc**

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: **5132 Trenton Street**

City: **Tampa State: FL** Zip: **33619**

Telephone No. **813-247-4531** FAX No. **813-247-7917** Email: **floridabids@harcros.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **2-7 days**

Payment Terms (section 1.04): **N30** Total Bid Discount (section 1.05): **NA**

Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
1 issued 9/19/13	

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES

NO

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances: **N/A**

revised 11-29-11

Key Chemical, Inc.

Bid Contact **Barbara L Luffman**
bids@keychemicalinc.com
Ph 704-843-9873
Fax 704-973-9281

Address **9503 Dovewood Place**
Waxhaw, NC 28173

Item #	Line Item Notes	Supplier Product Code:	First Offer -	Unit Price	Qty/Unit		Attch.	Docs
432-11261--01-01	Full Truck Loads, One Stop	Supplier Product Code: Supplier Notes: Bid based on 23% strength, quantity will be adjusted due to strength	First Offer -	\$0.2685	2206667 / pound	\$592,490.0895	Y	Y
432-11261--01-02	Less than full truck loads, regardless of the number of stops.	Supplier Product Code: Supplier Notes: Bid based on 23% strength, quantity will be adjusted due to strength	First Offer -	\$0.372	2206667 / pound	\$820,880.124	Y	Y
432-11261--01-03	Demurrage Rate	Supplier Product Code: Supplier Notes: Demurrage based on \$80/Hour after 2 hours free unloading	First Offer -	\$0.80	100 / hour	\$80.00		Y

Supplier Total **\$1,413,450.2135**

Key Chemical, Inc.

Item: **Full Truck Loads, One Stop**

Attachments

HFS - Full Package.pdf

Unimin Indep. Lab.pdf

Business License App - Florida - Exp 12-31-13.pdf

COI - Ft Lauderdale FL - Exp 08-01-14.pdf



HYDROFLUOROSILICIC ACID

SALES SPECIFICATION

Chemical Analysis		
	Specification	Typical
Assay (H ₂ SiF ₆)	23.00% ± 3%	23.0%
Fluorine (F)	18.22% ± 1.5%	19.0%
Heavy Metals as Lead (Pb)	0.02% max	0.0002%
Hydrofluoric Acid (HF)	Less than 1.00%	nil

Physical Properties	
Description	Water white to straw yellow solution, meeting both the AWWA Standard B703a-97 and the NSF/ANSI Standard 60 for Fluorosilicic Acid.
Color	Straw Yellow shall be determined as material with a maximum of 200 units (APHA) in accordance with method 2120B, visual comparison method.
Specific Gravity	1.234 (H ₂ O = 1) for 25% @ 60°F
Boiling Point for 25%	222.5°F
Freezing Point for 25%	4°F (-15.5°C)
Molecular Weight	144.08
Weight per Gallon for 25%	10.29 lbs./gal

Rev 9/1/2009

The information herein is believed to be reliable and is to assist customers in determining whether our products are suitable for their applications. However, no warranty, express or implied is made as to its accuracy or completeness and none is made as to fitness of this material for any purpose. Our products are intended for sale to industrial and commercial customers. We request that customers inspect and test our products before use and satisfy themselves as to contents and suitability. Nothing herein shall constitute any other warranty express or implied, including any warranty of merchantability or fitness nor of protection from any law or patent to be inferred. All patent rights are reserved. The exclusive remedy for all proven claims is replacement of our materials and in no event shall we be liable for special, incidental or consequential damages. We shall not be liable for damages to person or property resulting from its use. Consult the Material Safety Data Sheet for additional information.

Rev 9/1/2009

Key Chemical, Inc.
Phone (704) 843-9873

9503 Dovewood Place
Quality • Service • Commitment

Waxhaw, NC 28173
Fax (704) 973-9281

Certificate of Compliance

Certificate Number 20110118 – MH47618-25246
 Report Reference MH47618, 2010 February 01
 Issue Date 2011 January 18

Page 1 of 1



Issued to: **KEY CHEMICAL INC**
 9503 DOVEWOOD PL
 WAXHAW, NC 28173 USA

This is to certify that representative samples of

Drinking Water Treatment Chemicals

Model Descriptions: Hydrofluosilicic Acid 20-25% (Fluosilicic Acid).

Have been investigated by Underwriters Laboratories Inc.® in accordance with the Standard(s) indicated on this Certificate.

Standard(s) for Safety: The basic standard used to investigate products in this category is ANS/NSF 60-2009, "Drinking Water Treatment Chemicals - Health Effects."

Additional Information: **Marking:**
 Bakersville, NC

Product	Maximum Use Level, mg/L
Hydrofluosilicic Acid 20-25%	6.0

Only those products bearing the UL Classification Mark should be considered as being covered by UL's Classification and Follow-Up Service.

The UL Classification Mark includes: UL in a circle symbol:  with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and, the product category name (product identity) as indicated in the appropriate UL Directory.

Look for the UL Classification Mark on the product

William R. Carney
 Director, North American Certification Programs



Hydrofluorosilicic Acid 23%
Affidavit of Compliance with NSF / AWWA Current Standard

To Whom It May Concern:

This letter certifies that the Hydrofluorosilicic Acid furnished by Key Chemical will meet or exceed all of your required specifications (AWWA B703, NSF 60).

Attached is a UL (an ANSI Accredited Agency) certification attesting that our product meets current AWWA/NSF standards.

Please note our material is manufactured in the USA.

Key Chemical is a strong supplier to the water treatment industry. We look forward to being a reliable supplier bringing you quality products when you need them.

Best Regards,
KEY CHEMICAL, INC.

A handwritten signature in black ink, appearing to read "Steven V. Norris", written over a horizontal line.

Steven V. Norris
President



MATERIAL SAFETY DATA SHEET FLUROSILICIC ACID

CHEMICAL PRODUCT & COMPANY IDENTIFICATION

Key Chemical, Inc
9503 Dovewood Place
Waxhaw, NC 28173

EMERGENCY TELEPHONE NO.:
Chemtel 800-255-3924

TRADE NAME:
Hydrofluorosilicic Acid
CHEMICAL NAME:
Fluorosilicic Acid

IDENTIFICATION NUMBER:
UN 1778
SYNONYMS:
Fluorosilicic Acid, HFS

INGREDIENTS

<u>Component</u>	<u>CAS #</u>	<u>Percent</u>	<u>ACGIH TLV</u>	<u>OSHA PEL</u>	<u>Units</u>
Water	7732-18-5	70-80	Not Est.	Not Est.	Not Est.
Fluorosilicic Acid	16961-83-1	20-30	2.5 (As F-)	2.5 (As F-)	mg/M ³
Hydrogen Fluoride	7664-39-3	0-1	3 (C)	3 6 (STEL)	ppm ppm

ACGIH TLVs are based on 1997 values. OSHA PELs are based on the more stringent 1987 values, which were subsequently vacated by the courts. All values are 8-hour time-weighted averages unless otherwise noted. (C) represents a ceiling exposure limit that should not be exceeded at any time. (STEL) represents Short Term Exposure Limit - normally 15 minutes.

HAZARDS IDENTIFICATION**EMERGENCY OVERVIEW**

Product is a clear liquid with a pungent, sour, penetrating odor. Liquid may cause severe irritation and chemical burns of the eyes, skin, mucous membranes, and respiratory tract. Development of hydrofluoric acid burns may take up to 12 hours after exposure. Wear appropriate personal protective equipment. Keep individuals not involved in the clean-up out of the area. Prevent spread of release by diking with earth, sand, or other non-reactive materials. Prevent entry into storm or sanitary sewers, ground water, or soil. Releases may be reportable to local, state, and/or federal authorities. Absorb releases material with a sorbent suitable for acidic materials or pump into appropriate containers for disposal. After clean up, slowly neutralize residual materials with a weakly basic media, preferably ground or powdered limestone. All materials collected during clean-up operations may be contaminated and should be treated as hazardous unless specific testing, including TCLP, shows the collected material to be non-hazardous.

POTENTIAL HEALTH EFFECTS:

Eye:	May cause severe irritation and chemical burns of the eyes. Hydrofluoric acid burns may not become evident for up to 12 hours after exposure.
Skin Contact:	May cause severe irritation and chemical burns of the skin. Hydrofluoric acid burns may not become evident for up to 12 hours after exposure.
Skin Absorption:	Not known to be absorbed through the intact skin.
Ingestion:	MAY BE FATAL IF LARGE AMOUNTS ARE INGESTED. May cause abdominal pain diarrhea, vomiting, excess salivation, and painful spasms of the limbs.
Inhalation:	May cause severe irritation and chemical burns of the mucous membranes and respiratory tract.

Chronic and Carcinogenicity: Prolonged exposure may cause dermatitis. The product has not been identified as a carcinogen or potential carcinogen. Pre-existing skin, lung, central nervous system, and kidney conditions may be aggravated by exposure to the components of the product. Exposure to fluorides at concentrations well above the TLV or PEL may cause a chronic bony fluorosis. See Section 11.

FIRST AID MEASURES

Inhalation:	Remove exposed person to fresh air. If breathing is difficult, oxygen may be administered. If breathing has stopped, artificial respiration should be started immediately. Seek medical attention.
Eyes:	Flush with tepid water for at least 20 minutes holding the eyelids wide open. Seek medical attention immediately.
Skin:	Wash thoroughly with mild soap and water. Seek medical attention immediately and advise medical personnel of possible hydrogen fluoride exposure. Remove any contaminated clothing and launder thoroughly before reuse.

4. FIRST AID MEASURES - Continued

Ingestion: SEEK MEDICAL ATTENTION IMMEDIATELY. Give water to dilute. Do not induce vomiting unless directed by licensed medical personnel. Advise medical personnel of possible fluoride and hydrogen fluoride exposure. Never give anything by mouth to an unconscious individual.

5. FIRE FIGHTING MEASURES

Flash Point: NA LEL: NA UEL: NA Auto Ign. Temp.: NA

Product will not ignite. Material in or near fires should be cooled with a water spray or fog if compatible with fire fighting techniques for the other materials involved in the fire. A self-contained breathing apparatus operating in the positive pressure mode and full fire fighting gear should be worn for combating fires. Water used to fight fires should be contained. See Section 12.

6. ACCIDENTAL RELEASE MEASURES

Prevent spread of release by diking with earth, sand, or other non-reactive materials. Absorb releases with a sorbent suitable for acidic materials or pump into appropriate containers for disposal. After initial clean up, slowly neutralize the release area with a weakly basic media, preferably ground or powdered limestone. Appropriate personal protective equipment cited in Section 8 should be worn during all clean-up operations. All materials collected during clean-up operations may be contaminated and should be treated as hazardous unless specific testing, including TCLP, shows the collected material to be non-hazardous. Releases may be reportable to local, state, and/or federal authorities. See Sections 12 & 15.

7. HANDLING AND STORAGE

Do not store in metal containers or with or near incompatible materials cited in Section 10. Store in tightly closed containers out of contact with the elements. Appropriate personal protective equipment cited in Section 8 should be worn during handling. Good housekeeping and engineering practices should be employed to prevent spills of the product in the workplace. Any spills should be cleaned up as soon as possible to minimize the possibility of contact. See Section 6. Wash hands and face thoroughly before eating, drinking or smoking.

8. EXPOSURE CONTROL - PERSONAL PROTECTION

Engineering Controls: Local exhaust ventilation should be provided to maintain exposures below the limits cited in Section 2. Design details for local exhaust ventilation systems may be found in the latest edition of "Industrial Ventilation: A Manual of Recommended Practice" published by the ACGIH Committee on Industrial Ventilation, P.O. Box 16153, Lansing, MI, 48910. The need for local exhaust ventilation should be evaluated by a professional industrial hygienist. Local exhaust ventilation systems should be designed by a professional engineer.

Respiratory Protection: If exposures may exceed the limits cited in Section 2, use, as a minimum, a NIOSH approved 1/2 face-piece respirator with cartridges approved for acid gases, hydrogen fluoride. If exposures exceed 10 times the limits cited in Section 2, consult your respiratory protection equipment supplier or a professional industrial hygienist for selection of the proper equipment. The evaluation of the need for respiratory protection should be made by a professional industrial hygienist.

8. EXPOSURE CONTROL PERSONAL PROTECTION - Continued

Eye Protection: Chemical protective goggles are recommended where there is the possibility of eye contact with the product. Safety glasses with side-shields are recommended for all other operations.

Protective Gloves: Polymeric gloves are recommended to prevent possible chemical burns. Butyl rubber is recommended.

General: A butyl coated apron or other body covering is recommended where regular work clothing may become contaminated with the product. All soiled or dirty clothing and personal protective equipment should be thoroughly cleaned before reuse.

9. PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE AND PHYSICAL STATE: Clear to Yellow Liquid	OCTANOL/WATER PARTITION COEFFICIENT: NA
VAPOR DENSITY (AIR =1): 1-2	MELT POINT: 1.4 to 4° F
VAPOR PRESSURE: 24 mm Hg at 77° F (25% concentration)	EVAPORATION RATE (BUTYL ACETATE = 1): NA
ODOR: Pungent, sour, Penetrating	SPECIFIC GRAVITY/BULK DENSITY: 1.17 g/cc (25% concentration)
% VOLATILE BY VOLUME: 70 - 90 %	BOILING POINT: 225° F
% SOLUBILITY (H ₂ O): 100	pH: 1.5 - 2 (10% concentration)

10. STABILITY AND REACTIVITY

Stability & Polymerization: Product is stable. Hazardous polymerization will not occur.

Incompatibility (Conditions to Avoid): Do not store in metal or glass containers, with or near strong acids, reducing agents, organics, glass, concrete, leather, natural rubber, or metals. Fluorosilicic acid can react with many metals to liberate hydrogen gas which is highly flammable. May react with strong mineral acids to liberate hydrogen fluoride or hydrofluoric acid which are highly toxic and corrosive.

Hazardous Decomposition Products: Toxic and corrosive fluoride gases.

Special Sensitivity: None that are known.

11. TOXICOLOGICAL INFORMATION

The acute lethal oral toxicity in rats for fluorosilicic acid is approximately 35 mg per kilogram of body weight. Based on the fluorosilicic acid content, this is equivalent to approximately 9 grams for the average human. Hydrofluoric acid burns from dilute solutions may not become evident for up to 12 hours after exposure. They are characterized by intense pain and burning at the site of contact. Appropriate medical treatment to neutralize the causative agent is the only way to alleviate the pain and burning. Chronic bony fluorosis is a very rare condition and is not expected to develop if exposures are maintained below mandated or recommended exposure limits.

12. ECOLOGICAL INFORMATION

Fluorides can be highly toxic to aquatic and terrestrial flora and fauna. Care should be taken to prevent the product from entering the environment.

13. DISPOSAL CONSIDERATIONS

Product is defined as a Corrosive Hazardous Waste (D002). It should be disposed of in accordance with all applicable local, state, and/or federal regulations. If used or waste product is disposed of, testing, including TCLP, should be conducted to determine hazard characteristics. Empty containers will contain product residues. Do not use for any purpose other than to store product.

14. TRANSPORTATION INFORMATION

DOT Shipping Description:	Fluorosilicic Acid, 8, UN 1778, PGII
Label:	Corrosive
Restrictions:	Passenger Aircraft = 1L; Cargo Only Aircraft = 30 L

15. REGULATORY INFORMATION

The hydrogen fluoride component of the product is reportable under Section 313 of the Superfund Amendments and Reauthorization Act of 1986.

OSHA Hazard Communication Categories: Irritant, Lung Hazard, Skin Hazard, Kidney Hazard

SARA Hazard Categories: Acute Hazard, Chronic Hazard

The Reportable Quantity (RQ) for releases of hydrogen fluoride to the environment is 100 pounds.

Hydrogen fluoride has been listed as a Special Health Hazard Substance by the State of New Jersey.

All components of the product are included in the Toxic Substances Control Act (TSCA) inventory.

16. OTHER INFORMATION

Not Est. = Not Established; NA = Not Applicable; ND = Not Determined

Preparation /Revision Date: 10/01/2009

Reason for Revision: Review information and convert to ANSI Z400.1 format

18. OTHER INFORMATION - Continued

IMPORTANT SAFETY NOTICE

The information contained in the Material Safety Data Sheet relates only to the specific material(s) described herein and does not relate to use in combination with any other material or substance or in any process. We believe that the information contained herein is current as of the date of issue of this Material Safety Data Sheet. *Because the use of this information and these opinions and the conditions of use of this product are not within the control of Key Chemical, it is the user's obligation to determine the conditions of safe use of the product.*

Users of this product should study this Material Safety Data Sheet and become aware of the product hazards and safety information before using the product. Users should also notify their employees, agents, and contractors regarding information contained in this Material Safety Data Sheet and any product hazards and safety information in order to provide safe use of this product.



April 09, 2013

To: DENNIS JOHNSON
UNIMIN CORP
Email: dwjohnson@unimin.com

Subject: Follow-Up Testing Completed - Conforming Results
Sample Tag #: F884449, HYDROFLUOSILICIA ACID 20-25%
File #: MH25246, Vol. #: 2
CCN: FDPH, Drinking water treatment chemicals

Dear Sir/Madam:

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL.

The Follow-Up Services Testing has been completed on the Drinking water treatment chemicals, HYDROFLUOSILICIA ACID 20-25% selected by our UL Representative at your UNIMIN CORP, BAKERSVILLE, NC, 28705, UNITED STATES factory on December 03, 2012.

Please see below an itemized report of the results for the above referenced Tag.

WATER ANALYSIS - ANSI/NSF 60 METHOD A,B OR D (ONE SPECIMEN)
REGULATED METALS - 1 PH ANALYSIS
REGULATED METALS - DATA ANALYSIS
RADIONUCLIDES
RADIONUCLIDES DATA REVIEW
MAXIMUM USE LEVEL (MUL) - 6 mg/L

Your continued cooperation in maintaining conformance with the applicable test requirements is appreciated.

If we can be of any further assistance, please do not hesitate to contact Douglas S Frederick at +1 847 664 2231, Ext. 42231, or via email at Douglas.S.Frederick@ul.com.

Note: Should any of your FUS Sample Testing contact information change, please let us know so our records can be updated.

CC: DENNIS JOHNSON
UNIMIN CORP
Email: dwjohnson@unimin.com

Metals Analysis by EPA Method 200.8 and Mercury Analysis by EPA Method 245.1

Concentration of Contaminants, ug/L

Blank Adjusted Results

NF = 0.09569378

Parameter	Normalized	Unnormalized	SPAC
Antimony	< 0.6	< 6	0.6
Arsenic	< 0.96	< 10	1
Barium	< 1.9	< 20	200
Beryllium	< 0.3	< 3	0.4
Cadmium	< 0.5	< 5	0.5
Chromium	< 1.9	< 20	2 (Cr VI)
Copper	< 0.96	< 10	130
Lead	< 0.5	< 5	1.5
Selenium	< 1.9	< 20	5
Thallium	< 0.2	< 2	0.2
Mercury	< 0.01	< 0.1	0.2

Radionuclides Analysis by Standard Method 7110B

Concentration of Contaminants, pCi/L

Blank Adjusted Results

NF = 0.09569378

Parameter	Normalized	Unnormalized	SPAC
Gross alpha	< 0.17	< 1.8	1.5
Gross beta	< 0.11	< 1.1	5

NF - Normalization Factor

SPAC - Single Product Allowable Concentration

Cr VI - Chromium VI (the most critical chromium)

The Normalized Result is compared against the SPAC to determine compliance.

2013 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F11000003829

Entity Name: KEY CHEMICAL, INC.

Current Principal Place of Business:

9503 DOVEWOOD PLACE
WAXHAM, NC 28173

Current Mailing Address:

9503 DOVEWOOD PLACE
WAXHAW, NC 28173 US

FEI Number: 90-0053161

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

NRAI SERVICES, INC.
515 E. PARK AVE.
TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

01/24/2013

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title: CEO
Name: NORRIS, STEVEN V
Address: 5525 SUNNINGDALE DR
City-State-Zip: CHARLOTTE NC 28277

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: STEVE NORRIS

CEO

01/24/2013

Electronic Signature of Signing Officer/Director

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aaxia Chemical Insurance 3946 North Hampton Drive Powell OH 43065	CONTACT NAME: Larry Knight PHONE (A/C, No, Ext): (614) 467-4410 FAX (A/C, No): (866) 839-0872 E-MAIL ADDRESS: larryk@chemicalinsurance.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Star Insurance Company</td> <td>18023</td> </tr> <tr> <td>INSURER B:</td> <td>Hartford Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Star Insurance Company	18023	INSURER B:	Hartford Insurance Company		INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED Key Chemical, Inc. 9503 Dovewood Place Waxhaw NC 28173																					

COVERAGES **CERTIFICATE NUMBER:** 2013-14 Liab COI **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GL0538473	8/1/2013	8/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				\$
A	AUTOMOBILE LIABILITY			CA0538473	8/1/2013	8/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			UM0538473	8/1/2013	8/1/2014	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			36WECLV9730-13	8/1/2013	8/1/2014	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is an additional insured where required by written contract and as their interest may appear.

CERTIFICATE HOLDER City of Fort Lauderdale Bob McKenney rmckenney@fortlauderdale.gov 100 North Andrews Ave. Fort Lauderdale 33301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Larry Knight/DENISE
--	---

ADDITIONAL COVERAGES

Ref #	Description Medical payments	Coverage Code MEDPM	Form No.	Edition Date
Limit 1 25,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Underinsured motorist combined single limit	Coverage Code UNCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Commercial Umbrella Aggregate	Coverage Code	Form No.	Edition Date
Limit 1 4,000,000	Limit 2	Limit 3	Deductible Amount 10,000	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
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Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

OFADTLCV

Copyright 2001, AMS Services, Inc.

Key Chemical, Inc.

Item: **Less than full truck loads, regardless of the number of stops.**

Attachments

HFS - Full Package.pdf



HYDROFLUOROSILICIC ACID

SALES SPECIFICATION

Chemical Analysis		
	Specification	Typical
Assay (H ₂ SiF ₆)	23.00% ± 3%	23.0%
Fluorine (F)	18.22% ± 1.5%	19.0%
Heavy Metals as Lead (Pb)	0.02% max	0.0002%
Hydrofluoric Acid (HF)	Less than 1.00%	nil

Physical Properties	
Description	Water white to straw yellow solution, meeting both the AWWA Standard B703a-97 and the NSF/ANSI Standard 60 for Fluorosilicic Acid.
Color	Straw Yellow shall be determined as material with a maximum of 200 units (APHA) in accordance with method 2120B, visual comparison method.
Specific Gravity	1.234 (H ₂ O = 1) for 25% @ 60°F
Boiling Point for 25%	222.5°F
Freezing Point for 25%	4°F (-15.5°C)
Molecular Weight	144.08
Weight per Gallon for 25%	10.29 lbs./gal

Rev 9/1/2009

The information herein is believed to be reliable and is to assist customers in determining whether our products are suitable for their applications. However, no warranty, express or implied is made as to its accuracy or completeness and none is made as to fitness of this material for any purpose. Our products are intended for sale to industrial and commercial customers. We request that customers inspect and test our products before use and satisfy themselves as to contents and suitability. Nothing herein shall constitute any other warranty express or implied, including any warranty of merchantability or fitness nor of protection from any law or patent to be inferred. All patent rights are reserved. The exclusive remedy for all proven claims is replacement of our materials and in no event shall we be liable for special, incidental or consequential damages. We shall not be liable for damages to person or property resulting from its use. Consult the Material Safety Data Sheet for additional information.

Rev 9/1/2009

Key Chemical, Inc.
Phone (704) 843-9873

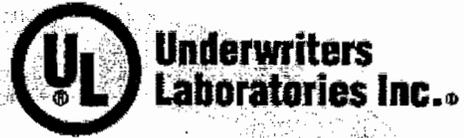
9503 Dovewood Place
Quality • Service • Commitment

Waxhaw, NC 28173
Fax (704) 973-9281

Certificate of Compliance

Certificate Number 20110118 – MH47618-25246
 Report Reference MH47618, 2010 February 01
 Issue Date 2011 January 18

Page 1 of 1



Issued to: **KEY CHEMICAL INC**
 9503 DOVEWOOD PL
 WAXHAW, NC 28173 USA

This is to certify that representative samples of

Drinking Water Treatment Chemicals

Model Descriptions: Hydrofluosilicic Acid 20-25% (Fluosilicic Acid).

Have been investigated by Underwriters Laboratories Inc.® in accordance with the Standard(s) indicated on this Certificate.

Standard(s) for Safety: The basic standard used to investigate products in this category is ANSI/NSF 60-2009, "Drinking Water Treatment Chemicals - Health Effects."

Additional Information: Marking:
 Bakersville, NC

Product	Maximum Use Level, mg/L
Hydrofluosilicic Acid 20-25%	6.0

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Look for the UL Classification Mark on the product

William R. Gates
 Director, North American Certification Programs



Hydrofluorosilicic Acid 23%
Affidavit of Compliance with NSF / AWWA Current Standard

To Whom It May Concern:

This letter certifies that the Hydrofluorosilicic Acid furnished by Key Chemical will meet or exceed all of your required specifications (AWWA B703, NSF 60).

Attached is a UL (an ANSI Accredited Agency) certification attesting that our product meets current AWWA/NSF standards.

Please note our material is manufactured in the USA.

Key Chemical is a strong supplier to the water treatment industry. We look forward to being a reliable supplier bringing you quality products when you need them.

Best Regards,
KEY CHEMICAL, INC.

A handwritten signature in black ink, appearing to read "Steven V. Norris".

Steven V. Norris
President



MATERIAL SAFETY DATA SHEET FLUROSILICIC ACID

1. CHEMICAL PRODUCT & COMPANY IDENTIFICATION

Key Chemical, Inc
9503 Dovewood Place
Waxhaw, NC 28173

EMERGENCY TELEPHONE NO.:
Chemtel 800-255-3924

TRADE NAME:
Hydrofluorosilicic Acid
CHEMICAL NAME:
Fluorosilicic Acid

IDENTIFICATION NUMBER:
UN 1778
SYNONYMS:
Fluorosilicic Acid, HFS

2. INGREDIENTS

<u>Component</u>	<u>CAS #</u>	<u>Percent</u>	<u>ACGIH TLV</u>	<u>OSHA PEL</u>	<u>Units</u>
Water	7732-18-5	70-80	Not Est.	Not Est.	Not Est.
Fluorosilicic Acid	16961-83-1	20-30	2.5 (As F-)	2.5 (As F-)	mg/M ³
Hydrogen Fluoride	7664-39-3	0-1	3 (C)	3 6 (STEL)	ppm ppm

ACGIH TLVs are based on 1997 values. OSHA PELs are based on the more stringent 1987 values, which were subsequently vacated by the courts. All values are 8-hour time-weighted averages unless otherwise noted. (C) represents a ceiling exposure limit that should not be exceeded at any time. (STEL) represents Short Term Exposure Limit - normally 15 minutes.

3. HAZARDS IDENTIFICATION**EMERGENCY OVERVIEW**

Product is a clear liquid with a pungent, sour, penetrating odor. Liquid may cause severe irritation and chemical burns of the eyes, skin, mucous membranes, and respiratory tract. Development of hydrofluoric acid burns may take up to 12 hours after exposure. Wear appropriate personal protective equipment. Keep individuals not involved in the clean-up out of the area. Prevent spread of release by diking with earth, sand, or other non-reactive materials. Prevent entry into storm or sanitary sewers, ground water, or soil. Releases may be reportable to local, state, and/or federal authorities. Absorb releases material with a sorbent suitable for acidic materials or pump into appropriate containers for disposal. After clean up, slowly neutralize residual materials with a weakly basic media, preferably ground or powdered limestone. All materials collected during clean-up operations may be contaminated and should be treated as hazardous unless specific testing, including TCLP, shows the collected material to be non-hazardous.

POTENTIAL HEALTH EFFECTS:

Eye:	May cause severe irritation and chemical burns of the eyes. Hydrofluoric acid burns may not become evident for up to 12 hours after exposure.
Skin Contact:	May cause severe irritation and chemical burns of the skin. Hydrofluoric acid burns may not become evident for up to 12 hours after exposure.
Skin Absorption:	Not known to be absorbed through the intact skin.
Ingestion:	MAY BE FATAL IF LARGE AMOUNTS ARE INGESTED. May cause abdominal pain diarrhea, vomiting, excess salivation, and painful spasms of the limbs.
Inhalation:	May cause severe irritation and chemical burns of the mucous membranes and respiratory tract.

Chronic and Carcinogenicity: Prolonged exposure may cause dermatitis. The product has not been identified as a carcinogen or potential carcinogen. Pre-existing skin, lung, central nervous system, and kidney conditions may be aggravated by exposure to the components of the product. Exposure to fluorides at concentrations well above the TLV or PEL may cause a chronic bony fluorosis. See Section 11.

FIRST AID MEASURES

Inhalation:	Remove exposed person to fresh air. If breathing is difficult, oxygen may be administered. If breathing has stopped, artificial respiration should be started immediately. Seek medical attention.
Eyes:	Flush with tepid water for at least 20 minutes holding the eyelids wide open. Seek medical attention immediately.
Skin:	Wash thoroughly with mild soap and water. Seek medical attention immediately and advise medical personnel of possible hydrogen fluoride exposure. Remove any contaminated clothing and launder thoroughly before reuse.

FIRST AID MEASURES - Continued

Ingestion: SEEK MEDICAL ATTENTION IMMEDIATELY. Give water to dilute. Do not induce vomiting unless directed by licensed medical personnel. Advise medical personnel of possible fluoride and hydrogen fluoride exposure. Never give anything by mouth to an unconscious individual.

FIRE FIGHTING MEASURES

Flash Point: NA **LEL:** NA **UEL:** NA **Auto Ign. Temp.:** NA

Product will not ignite. Material in or near fires should be cooled with a water spray or fog if compatible with fire fighting techniques for the other materials involved in the fire. A self-contained breathing apparatus operating in the positive pressure mode and full fire fighting gear should be worn for combating fires. Water used to fight fires should be contained. See Section 12.

6. ACCIDENTAL RELEASE MEASURES

Prevent spread of release by diking with earth, sand, or other non-reactive materials. Absorb releases with a sorbent suitable for acidic materials or pump into appropriate containers for disposal. After initial clean up, slowly neutralize the release area with a weakly basic media, preferably ground or powdered limestone. Appropriate personal protective equipment cited in Section 8 should be worn during all clean-up operations. All materials collected during clean-up operations may be contaminated and should be treated as hazardous unless specific testing, including TCLP, shows the collected material to be non-hazardous. Releases may be reportable to local, state, and/or federal authorities. See Sections 12 & 15.

7. HANDLING AND STORAGE

Do not store in metal containers or with or near incompatible materials cited in Section 10. Store in tightly closed containers out of contact with the elements. Appropriate personal protective equipment cited in Section 8 should be worn during handling. Good housekeeping and engineering practices should be employed to prevent spills of the product in the workplace. Any spills should be cleaned up as soon as possible to minimize the possibility of contact. See Section 6. Wash hands and face thoroughly before eating, drinking or smoking.

8. EXPOSURE CONTROL - PERSONAL PROTECTION

Engineering Controls: Local exhaust ventilation should be provided to maintain exposures below the limits cited in Section 2. Design details for local exhaust ventilation systems may be found in the latest edition of "Industrial Ventilation: A Manual of Recommended Practice" published by the ACGIH Committee on Industrial Ventilation, P.O. Box 16153, Lansing, MI, 48910. The need for local exhaust ventilation should be evaluated by a professional industrial hygienist. Local exhaust ventilation systems should be designed by a professional engineer.

Respiratory Protection: If exposures may exceed the limits cited in Section 2, use, as a minimum, a NIOSH approved 1/2 face-piece respirator with cartridges approved for acid gases, hydrogen fluoride. If exposures exceed 10 times the limits cited in Section 2, consult your respiratory protection equipment supplier or a professional industrial hygienist for selection of the proper equipment. The evaluation of the need for respiratory protection should be made by a professional industrial hygienist.

8. EXPOSURE CONTROL - PERSONAL PROTECTION - Continued

Eye Protection: Chemical protective goggles are recommended where there is the possibility of eye contact with the product. Safety glasses with side-shields are recommended for all other operations.

Protective Gloves: Polymeric gloves are recommended to prevent possible chemical burns. Butyl rubber is recommended.

General: A butyl coated apron or other body covering is recommended where regular work clothing may become contaminated with the product. All soiled or dirty clothing and personal protective equipment should be thoroughly cleaned before reuse.

9. PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE AND PHYSICAL STATE: Clear to Yellow Liquid	OCTANOL/WATER PARTITION COEFFICIENT: NA
VAPOR DENSITY (AIR =1): 1-2	MELT POINT: 1.4 to 4° F
VAPOR PRESSURE: 24 mm Hg at 77° F (25% concentration)	EVAPORATION RATE (BUTYL ACETATE = 1): NA
ODOR: Pungent, sour, Penetrating	SPECIFIC GRAVITY/BULK DENSITY: 1.17 g/cc (25% concentration)
% VOLATILE BY VOLUME: 70 - 90 %	BOILING POINT: 225° F
% SOLUBILITY (H ₂ O): 100	pH: 1.5 - 2 (10% concentration)

10. STABILITY AND REACTIVITY

Stability & Polymerization: Product is stable. Hazardous polymerization will not occur.

Incompatibility (Conditions to Avoid): Do not store in metal or glass containers, with or near strong acids, reducing agents, organics, glass, concrete, leather, natural rubber, or metals. Fluorosilicic acid can react with many metals to liberate hydrogen gas which is highly flammable. May react with strong mineral acids to liberate hydrogen fluoride or hydrofluoric acid which are highly toxic and corrosive.

Hazardous Decomposition Products: Toxic and corrosive fluoride gases.

Special Sensitivity: None that are known.

11. TOXICOLOGICAL INFORMATION

The acute lethal oral toxicity in rats for fluorosilicic acid is approximately 35 mg per kilogram of body weight. Based on the fluorosilicic acid content, this is equivalent to approximately 9 grams for the average human. Hydrofluoric acid burns from dilute solutions may not become evident for up to 12 hours after exposure. They are characterized by intense pain and burning at the site of contact. Appropriate medical treatment to neutralize the causative agent is the only way to alleviate the pain and burning. Chronic bony fluorosis is a very rare condition and is not expected to develop if exposures are maintained below mandated or recommended exposure limits.

12. ECOLOGICAL INFORMATION

Fluorides can be highly toxic to aquatic and terrestrial flora and fauna. Care should be taken to prevent the product from entering the environment.

13. DISPOSAL CONSIDERATIONS

Product is defined as a Corrosive Hazardous Waste (D002). It should be disposed of in accordance with all applicable local, state, and/or federal regulations. If used or waste product is disposed of, testing, including TCLP, should be conducted to determine hazard characteristics. Empty containers will contain product residues. Do not use for any purpose other than to store product.

14. TRANSPORTATION INFORMATION

DOT Shipping Description:	Fluorosilicic Acid, 8, UN 1778, PGII
Label:	Corrosive
Restrictions:	Passenger Aircraft = 1L; Cargo Only Aircraft = 30 L

15. REGULATORY INFORMATION

The hydrogen fluoride component of the product is reportable under Section 313 of the Superfund Amendments and Reauthorization Act of 1986.

OSHA Hazard Communication Categories: Irritant, Lung Hazard, Skin Hazard, Kidney Hazard

SARA Hazard Categories: Acute Hazard, Chronic Hazard

The Reportable Quantity (RQ) for releases of hydrogen fluoride to the environment is 100 pounds.

Hydrogen fluoride has been listed as a Special Health Hazard Substance by the State of New Jersey.

All components of the product are included in the Toxic Substances Control Act (TSCA) inventory.

16. OTHER INFORMATION

Not Est. = Not Established; NA = Not Applicable; ND = Not Determined

Preparation /Revision Date: 10/01/2009

Reason for Revision: Review information and convert to ANSI Z400.1 format

16. OTHER INFORMATION - Continued

IMPORTANT SAFETY NOTICE

The information contained in the Material Safety Data Sheet relates only to the specific material(s) described herein and does not relate to use in combination with any other material or substance or in any process. We believe that the information contained herein is current as of the date of issue of this Material Safety Data Sheet. *Because the use of this information and these opinions and the conditions of use of this product are not within the control of Key Chemical, it is the user's obligation to determine the conditions of safe use of the product.*

Users of this product should study this Material Safety Data Sheet and become aware of the product hazards and safety information before using the product. Users should also notify their employees, agents, and contractors regarding information contained in this Material Safety Data Sheet and any product hazards and safety information in order to provide safe use of this product.

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

432-11261

Hydrofluosilicic Acid (Co-Op)



Bob McKenney

954-828-5139

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

- 3.19 **BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City

representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section

of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184 (5) of the City of Fort Lauderdale Code of Ordinances.
- 5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES:** If applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:
- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

14. List any licenses/permits, etc. you hold for performing this type of work:

State of Florida Business License

15. Other comments?

None

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: **Barbara Luffman** **9/23/2013**
 (Authorized signature) (date)

Name (printed) **Barbara Luffman** Title: **Bid Manager**

Company: (Legal Registration) **Key Chemical, Inc.**

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: **9503 Dovewood Place**

City: **Waxhaw** State: **NC** Zip: **28173**

Telephone No. **704-843-9873** FAX No. **704-973-9281** Email: **bluffman@keychemicalinc.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **3-6**

Payment Terms (section 1.04): **Net 30** Total Bid Discount (section 1.05): **0**

Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
1	9/19/2013

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES NO

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances: **None**

revised 11-29-11