

CONTRACT COPY



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately twenty-six (26) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"



City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060



January 9, 2008

CONTRACT
COPY

**ADDENDUM #1, BID H-15-08
CHLORINE (COOPERATIVE BID)**

The total annual quantity of Calcium Hypochlorite to be purchased is 136 100-pound drums. See corrected bid pages 10, 11, and 18, enclosed.

Bidders must use corrected page 18 to submit their bid.

The remainder of the Bid is unchanged. Acknowledge receipt of this Addendum in the area provided on bid page 20. The deadline for submittal of sealed bids remains as originally scheduled, 2:00 p.m. (local), January 16, 2008 in the Purchasing Office at 1190 N.E. 3 Avenue, Building C, Pompano Beach, Florida, 33060.

Very truly yours,

Leeta Hardin
General Services Director

enclosures

cc: bid list
file

2. Calcium Hypochlorite shall contain not less than 65% available chlorine by weight when shipped, meeting the specifications of AWWA B300-99 (Bid Attachment B) or latest revision of standard, to be furnished in granular form, supplied and shipped in one hundred (100) pound drums.

For this item only (calcium hypochlorite), bidders may stipulate a minimum order quantity of no greater than four (4) drums; for deliveries of less than four (4) drums bidders may require an extra delivery charge which must be identified in their bid proposal.

3. Empty tanks and cylinders are to be picked up and returned by the Supplier's trucks at no charge to the City. No deposits are to be charged for cylinders or drums.
4. At least every three (3) weeks, successful bidder shall advise the Cities in writing that the Cities have or have not in their possession chlorine containers which have been outstanding for ninety (90) days or in excess of ninety (90) days. Any listing of outstanding chlorine containers shall include the type of container, serial number of container, delivery point, and other information vendor and user considers pertinent.
5. Estimated Annual Quantities To Be Purchased – See chart for estimated usage each participating entity, each product.

Total combined usage, all entities, per product:

Bid Item 1, Chlorine in one (1) ton cylinders, 2,706 cylinders per year.

Bid Item 2, Chlorine in one hundred fifty (150) pound cylinders, 620 cylinders per year.

Bid Item 3, Calcium Hypochlorite in one hundred (100) pound drums, 136 drums per year.

Agency	Broward County	Cooper City	Dania Beach	Davie	Deerfield Beach	Fort Lauderdale	Hallandale Beach
Chlorine, 1 ton cylinder	811	60	20		220	600	32
Chlorine, 150 lb. cylinder	200					320	
Calcium Hypochlorite, 100 lb. drum				20	30		6

Agency	Hollywood	Lauderhill	Margate	Pembroke Pines	Pompano Beach	Tamarac	TOTAL ALL AGENCIES
Chlorine, 1 ton cylinder	365	110		208	280		2,706
Chlorine, 150 lb. cylinder						100	620
Calcium Hypochlorite, 100 lb. drum	15		25		40		136

SECTION III - PROPOSAL

IMPORTANT!!!
BID MUST BE SIGNED FOR BID TO BE
CONSIDERED, PER GENERAL CONDITIONS SECTION 3

Item	Estimated Quantity	Description	Unit Price	Total
1.	2,706 cylinders	Chlorine, one (1) ton cylinder	\$ _____ per cylinder	\$ _____
2.	620 cylinders	Chlorine, 150 pound cylinder	\$ _____ per cylinder	\$ _____
3.	136 drums	Calcium Hypochlorite, 100 pound drum	\$ _____ per drum	\$ _____
		GRAND TOTAL		\$ _____

For Calcium Hypochlorite only, state minimum order required (no greater than 4 drums):

For Calcium Hypochlorite only, state delivery charge for orders less than required minimum:

Chlorine, one ton cylinder, manufactured by: _____

Chlorine, 150 lb. cylinder, manufactured by: _____

Calcium Hypochlorite, 100 lb. drum, manufactured by: _____

Emergency Information

1. Location(s) of nearest emergency station(s):

2. Name(s) of person(s) in charge of emergency crew(s):

3. Telephone number(s) to be called for emergency service and/or normal maintenance:



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately twenty-six (26) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**



BID H-15-08 – CHLORINE (COOPERATIVE BID)

December 12, 2007

The City of Pompano Beach is currently soliciting bids to establish an annual contract for the purchase of Chlorine products. This is a cooperative invitation to bid issued by the City of Pompano Beach Purchasing Division on behalf of the participating Southeast Florida Governmental Purchasing Cooperative agencies for the purchase of their respective estimated annual requirements for chlorine products. Bids will be received until 2:00 p.m. (local), January 16, 2008 in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile. Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Leeta Hardin, General Services Director, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this bid is to establish an annual, open-end contract, or contracts, for the purchase of chlorine products, delivered, as and when needed. Chlorine in one ton cylinders and 150 pound cylinders will be used in the City's water treatment plant to produce drinking water, and all products bid must be authorized for such use. The City of Pompano Beach is acting as the lead agency on this bid for the Southeast Florida Governmental Purchasing Cooperative, and this bid solicitation includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will, in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

B. Contract Period

The initial contract period shall be one year, commencing February 28, 2008, or upon award by the appropriate City officials, whichever date is later.

The contract shall be automatically renewed for two (2) additional one-year periods, unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the current contract period. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

The City may require additions or deletions of participating agencies, if a contract renewal is considered. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contractor shall serve all required additions or deletions, as requested by the City, according to the terms and conditions of the bid.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when the City invokes this extension clause.

C. Quantities

No warranty or guarantee is given or implied as to the total amount to be purchased as a result of this contract. The quantities stated in this bid are estimates of annual usage, to be used for bid comparison purposes only. Chemicals will be ordered as needed. Unless otherwise specified herein, bidders may not require a minimum order for free delivery.

D. Basis of Award

Award will be made to the lowest responsive, responsible bidder based on the grand total.

E. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

F. Pricing

All prices bid shall be F.O.B. destination/delivered to the locations stated herein, including all delivery charges, and any applicable environmental taxes or surcharges. Prices quoted shall be firm for the contract, except for any adjustment, in accordance with the Fuel Adjustment section, and/or Commodity Price Adjustment section.

G. Fuel Adjustment

If, during the contract period, the price of fuel is increased 10% over the price of fuel in effect at the time the contractor submitted his bid, the contractor may request a price increase equal to the overall cost increase he has experienced as a direct result of the fuel cost increase. Any request for price increase must be submitted to the General Services Director, in writing, at least fifteen (15) days before the desired effective date.

The written request must be accompanied by documentation supporting the contractor's claim of a need for a price increase. Documentation must include the price of fuel at his normal source/point of supply at the time the bid was submitted, current price of fuel at this same normal source/point of supply, and the percentage of his delivered product/service cost that is attributable to fuel costs. In addition, the contractor must provide a letter from his normal supplier verifying the information provided on the bid sheet.

In the event of non-acceptance of such revision, written notice will be sent to the contractor by the General Services Director and the contract will be deemed terminated as of the close of business, thirty (30) days from the date of such notice. In the event of a price increase approval, the new prices shall apply only to orders placed after the date of written acceptance by the City. Any orders placed before the effective date of the increase, but not invoiced, will be invoiced at the prices in effect at the time the order was placed.

If, during the contract period, the cost of fuel is decreased by 10% below the price of fuel in effect at the time the contractor submitted the bid, the contractor is required to extend to the City a price decrease equal to the overall price decrease he has experienced in his product/service as a direct result of the price decrease. The date and procedures applicable for a price increase will be used for a price decrease. The City will give the contractor fourteen (14) days notice of the date a price decrease is to go into effect.

Bidders must complete the Fuel Adjustment portion of the bid proposal for this section to be applicable to any contract award.

H. Commodity Price Adjustment

Contractor may request a price increase based upon the increase of the base commodity (chlorine) once annually. Any request for price increase must be submitted to the General Services Director, in writing, to be received by the City at least sixty (60) days in advance of the end of the current contract period. This written request must state the effective date of any such revision (not earlier than the end of the current contract period.)

The request for a price increase must be stated in the form of a percentage change in the commodity portion of the City's cost. Any request for a commodity price adjustment shall be evaluated based upon the Producer Price Index for Chlorine (SIC 2812) calculated by the U.S. Department of Labor, Bureau of Labor Statistics, as published on the Bureau's web site (www.bls.gov/ppi/home.htm#data.) The index used in the adjustment calculation will be the final compilation for the commodity; preliminary index numbers will not be used; the index used will not be seasonally adjusted.

In the event of non-acceptance of the requested increase, written notice will be sent to the contractor by the General Services Director and the contract will be deemed terminated as of the end of the current contract period. In the event of a price increase approval, the new prices shall apply only to orders placed after the effective date requested by the contractor, (not earlier than the end of the current contract period). Any orders placed before the effective date of the increase, but not invoiced, will be invoiced at the prices in effect at the time the order was placed.

A price decrease based upon the decrease of the base commodity (chlorine) will be also be applicable if the P.P.I. index indicates a cost decrease in the price of the commodity from the time the contractor submitted the bid. The date and procedures applicable for a price increase will be used for a price decrease.

Bidders must complete the Commodity Price Adjustment portion of the bid proposal for this section to be applicable to any contract award.

I. Delivery

Chlorine products shall be delivered as needed within forty-eight (48) hours of phone call ordering same, between 8:00 a.m. – 3:00 p.m. Monday through Friday, excluding holidays observed by the City. Deliveries not complying with these requirements may be rejected by City and in such event, City shall have the right to require contractor to redeliver the chlorine products at contractor's sole expense. The chlorine products shall be delivered with the appropriate vehicle to the designated City facility and unloaded by the vehicle operator into the designated area.

The City seeks a source of supply that will provide accurate and timely delivery. The awarded bidder must adhere to delivery schedules. If, in the opinion of the General Services Director, the successful bidder(s) fail at any time to meet the requirements herein, including the delivery requirements, then the contract may be cancelled upon written notice. See Section II - General Conditions, (6) "Delivery", and (10) "Default", for additional information.

Each individual participating agency will establish delivery requirements, delivery locations, and dates with the Contractor. Contractor shall await release by the authorized contact person at each agency for all shipments. Bidders must agree to accept "blanket" purchase orders, with verbal or fax requests for partial shipments, if required by the participating entities.

J. Current Contracts

Government entities listed as participants in this bid solicitation may have current contracts to purchase one or more of the items included in this bid. These agencies will place orders with the awarded Contractor(s), if additional product is needed, after the expiration of their current contract(s).

K. Participating Agencies/Contact Persons/Delivery Locations/Special Requirements

The following agencies are participating in this bid solicitation and the resulting contract:

- (1) City of Pompano Beach, contact person Leeta Hardin, Purchasing, (954) 786-4098; deliveries to 301 N.E. 12th Street, Pompano Beach, 33060.
- (2) Broward County, contact person Kathy Davis, Purchasing, (954) 357-6087; deliveries to District 1 WTP, 3701 N. S.R. 7, Lauderdale Lakes, 33319, and 3A Distr. Facility/District 1, 4980 S.W. 40 Ave., Ft. Lauderdale, 33314, and District 2 WTP, 1390 N.E. 50 St., Pompano Beach, 33064, and District 4 WTP, 2401 N. Powerline Rd., Pompano Beach, 33069.
- (3) City of Cooper City, contact person Kerri-Anne Fisher, Purchasing, (954) 434-4300 extension 268, deliveries to 11791 S.W. 49th Street, Cooper City, 33330.
- (4) City of Dania Beach, contact person Nanci Denny, Purchasing, (954) 924-3674, and Jim Baker, Chief Water Plant Operator, (954) 924-3747; deliveries to 1201 Stirling Road, Dania Beach, 33004.
- (5) City of Deerfield Beach, contact person Bill Anderson, Purchasing, (954) 420-5521; deliveries to East Water Plant 101 N.W. 2nd Avenue, Deerfield Beach, 33441, and West Water Plant 290 Goolsby Boulevard, Deerfield Beach, 33442; **special requirement, pickup and delivery must be done with cherry picker.

- (6) City of Fort Lauderdale, contact person Bob McKenney, Purchasing, (954) 828-5139; primary deliveries of one ton cylinders to GTL Wastewater Treatment Plant, 1765 S.E. 18th Street, Fort Lauderdale, 33316, and Peele-Dixie Water Treatment Plant, 1500 S. State Road 7, Fort Lauderdale, 33317, and Fiveash Water Treatment Plant, 949 N.W. 38th Street, Fort Lauderdale, 33309, and of one hundred fifty pound cylinders to Hall of Fame Pool, 501 Seabreeze Boulevard, Fort Lauderdale, 33316; smaller quantities to other locations within the City.
- (7) City of Hallandale Beach, contact person Andrea Lues, Purchasing, (954) 457-1332; deliveries to 215 N.W. 6th Avenue, Hallandale Beach, 33009, **special requirement, deliveries accepted 7:00 a.m. through 4:00 p.m.
- (8) City of Hollywood, contact person Ralph Dierks, Purchasing (954) 921-3223; deliveries to 1621 N. 14th Avenue, Hollywood, 33020, and 3441 Hollywood Boulevard, Hollywood, 33021.
- (9) City of Lauderhill, contact person Ruby Levy, Purchasing (954) 730-2963; deliveries to 2001 N.W. 49th Avenue, Lauderhill, 33313.
- (10) City of Margate, contact person Connie Guzzi, Purchasing (954) 972-6454; deliveries to 980 N.W. 66th Avenue, Margate Water Treatment Facility, Margate, 33063.
- (11) City of Pembroke Pines, contact person Terri Burzo, Purchasing, (954) 437-1111 extension 458; deliveries to 7960 Johnson Street, Pembroke Pines, 33024.
- (12) City of Tamarac, contact person Steven Beamsderfer, Purchasing, (954) 724-2450, deliveries to 7803 N.W. 61st Street, Tamarac, 33321.
- (13) Town of Davie, contact person Herb Hyman, Purchasing, (954) 797-1016, deliveries to 3790 Davie Road, and 3500 N.W. 76th Avenue, Davie, 33314.

Ronna
Adams
5880
3889

Other agencies included in the Southeast Florida Governmental Purchasing Cooperative may elect to use the contract for new requirements for chlorine products that may occur, upon proper notice to the City of Pompano Beach and the contractor.

L. Qualifications of Bidders

Bids will only be considered from manufacturers or their authorized distributors. The authorized distributors must regularly maintain a substantial stock of the chemical bid, and must be actively engaged in its sale. A representative of the City may examine such stock and facilities at any time either before bid award is made or during the term of the contract.

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

M. MSDS

In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany deliveries from a contract resulting from this bid.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION, IN ACCORDANCE WITH O.S.H.A. STANDARDS.

N. Certification and Testing

Bidders may be requested, after bid opening, to provide proof of certification that the chlorine to be furnished in one (1) ton and one hundred fifty (150) pound cylinders offered conforms to ANSI/NSF Standard 60-1998. All additives and chemicals used in drinking water treatment must conform to ANSI/NSF Standard 60-1998, per the Florida Administrative Code 62-555.320(3)(b).

The City reserves the right during the contract period to determine by independent test if the product supplied meets the specifications herein. The cost of the test is to be paid for by the City if sample meets specifications and by the contractor if it should not meet specifications. In addition, the facilities of the Florida State Department of Agriculture testing laboratories may be used for any referee testing.

O. Cancellation of Order

If contractor cannot fulfill delivery requirements, the City retains the right to cancel the order and make such purchase on the open market. Contractor will be liable for all price differences incurred by the City if delivery failure is not a case of force majeure.

P. Cancellation of Contract

The items to be purchased from this contract are essential to the delivery of City services. It is the intention of the City to purchase material from a source of supply that will give prompt and convenient shipment and service in full compliance with the safety requirements for shipping containers, and for delivery per specifications. Any failure of the supplier to comply with the terms and/or conditions of the contract shall be considered default, and shall be reason for termination of contract. (Also, see Section 10, General Conditions, Default.)

Q. Market Conditions

If, during the contract period, the City is able to purchase a chemical specified herein on the open market at prices less than the contract price, the seller shall meet these prices or the City may negotiate/bid for a new contract on the open market.

R. Safety

1. The successful bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The successful bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.
2. The successful bidder shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:
 - a. All employees on the work site and all other persons who may be affected thereby.
 - b. The work and all materials and equipment incorporated therein.
 - c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of work.
3. Safety Seminars – If requested by the City, the successful bidder will be required to give a minimum of two (2) on-site training presentations per year. Presentations will cover all material safety data information, safe handling procedures, and proper usage of the particular chemical in the work environment as prescribed by the controlling regulatory agency for your industry.
4. Bidders shall guarantee that each delivery truck will be in a safe mechanical condition and will have the following:

- a. A capable driver trained in the proper handling of the chemical being delivered, and the use and operation of equipment indicated in the following sections.
 - b. Self-contained air mask.
 - c. Repair kits for use on one (1) ton tanks and/or one hundred fifty (150) pound cylinders.
 - d. Hydraulic tail gate with adequate stops at end of hydraulic tail gate to prevent containers from dropping off.
5. Bidder shall assure City that when in the opinion of the City an emergency condition exists, TRAINED EMERGENCY CREWS and PROPERLY FITTED EQUIPMENT will be made available at a telephone call to the packaging plant, telephone answering service, or other assigned telephone number.
6. Bidder shall assure City that when in the opinion of the City a maintenance problem exist which is less than an emergency, remedial maintenance will be performed on existing problem by the vendor trained personnel within 24 hours after receipt of a maintenance problem call at the packaging plant, telephone answering service or other designated telephone number.
7. Successful bidder shall furnish using agencies with the following information, continually updated as revisions occur during the contract period:
- a. Location of nearest emergency station.
 - b. name of person in charge of emergency crew.
 - c. telephone numbers to be called for emergency service and/or normal maintenance.
 - d. time periods during which service will be available form the numbers indicated to assure 24-hour coverage.

S. Product Specification

1. Chlorine shall be 99.5% pure by volume, free of iron, meeting the specifications of AWWA B301-92 (bid Attachment A) or latest revision of standard, supplied and shipped in one (1) ton and one hundred fifty (150) pound cylinders.

2. Calcium Hypochlorite shall contain not less than 65% available chlorine by weight when shipped, meeting the specifications of AWWA B300-99 (Bid Attachment B) or latest revision of standard, to be furnished in granular form, supplied and shipped in one hundred (100) pound drums.

For this item only (calcium hypochlorite), bidders may stipulate a minimum order quantity of no greater than four (4) drums; for deliveries of less than four (4) drums bidders may require an extra delivery charge which must be identified in their bid proposal.

3. Empty tanks and cylinders are to be picked up and returned by the Supplier's trucks at no charge to the City. No deposits are to be charged for cylinders or drums.
4. At least every three (3) weeks, successful bidder shall advise the Cities in writing that the Cities have or have not in their possession chlorine containers which have been outstanding for ninety (90) days or in excess of ninety (90) days. Any listing of outstanding chlorine containers shall include the type of container, serial number of container, delivery point, and other information vendor and user considers pertinent.
5. Estimated Annual Quantities To Be Purchased – See chart for estimated usage each participating entity, each product.

Total combined usage, all entities, per product:

Bid Item 1, Chlorine in one (1) ton cylinders, 2,706 cylinders per year.

Bid Item 2, Chlorine in one hundred fifty (150) pound cylinders, 620 cylinders per year.

Bid Item 3, Calcium Hypochlorite in one hundred (100) pound drums, 146 drums per year.

Agency	Broward County	Cooper City	Dania Beach	Davie	Deerfield Beach	Fort Lauderdale	Hallandale Beach
Chlorine, 1 ton cylinder	811	60	20		220	600	32
Chlorine, 150 lb. cylinder	200					320	
Calcium Hypochlorite, 100 lb. drum				20	30		6

Agency	Hollywood	Lauderhill	Margate	Pembroke Pines	Pompano Beach	Tamarac	TOTAL ALL AGENCIES
Chlorine, 1 ton cylinder	365	110		208	280		2,706
Chlorine, 150 lb. cylinder						100	620
Calcium Hypochlorite, 100 lb. drum	15		25		40		146

T. Insurance

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

1. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Liability Insurance
 - a. Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
 - b. Such public liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	LIMITS OF LIABILITY	
	each occurrence	aggregate
GENERAL LIABILITY		
<u>XX</u> comprehensive form		
<u>XX</u> premises - operations	bodily injury	\$1,000,000
<u>—</u> explosion & collapse		\$1,000,000
<u>—</u> hazard	property damage	\$1,000,000
<u>—</u> underground hazard		
<u>XX</u> products/completed		
<u>XX</u> operations hazard	bodily injury and	
<u>XX</u> contractual insurance	property damage	
<u>XX</u> broad form property	combined	\$1,000,000
<u>XX</u> damage		\$1,000,000
<u>XX</u> independent contractors		
<u>XX</u> personal injury	personal injury	\$1,000,000

AUTOMOBILE LIABILITY

		bodily injury (each person)		
		bodily injury (each accident)	\$1,000,000	\$1,000,000
<u>XX</u>	comprehensive form			
<u>XX</u>	owned	property damage	\$1,000,000	\$1,000,000
<u>XX</u>	hired	bodily injury and property damage combined	\$1,000,000	\$1,000,000
<u>XX</u>	non-owned			

EXCESS LIABILITY

		must cover all perils covered in underlying policy		
<u>XX</u>	umbrella form other than umbrella		\$1,000,000.	\$1,000,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

The successful bidder shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within five (5) days after notification of award of contract. Certificate(s) are to be mailed to the City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

Any questions as to the intent or meaning of any part of the above required coverage should be directed to the City's Risk Manager at (954) 786-5555.

SECTION II - GENERAL CONDITIONS

1. **Submission and Receipt of Bids**
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Bid envelopes are provided with the bid forms. Your bid should be returned in the envelope (with the correct postage affixed if the bid is mailed) and should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Scaled bid for: _____".
 - 1.5. If not using the City-provided envelope to mail your bid, or if using a delivery service other than the U.S. Post Office, use the following address:

City of Pompano Beach
 Purchasing Division
 1190 N.E. 3rd Avenue, Building C
 Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by facsimile will not be accepted.

2. **Completion of Bid Forms**

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.

3. **Signature Required**

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.

4. **Prices to be Firm**

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.

5. **Extensions**

If there is an error in extensions (mathematical calculations), unit prices will prevail.

6. **Delivery**
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)

7. **Signed Bid Considered an Offer**

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

8. **Quality**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.

- 9. **Brand Names**
Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
- 10. **Default Provisions**
In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
- 11. **Samples**
Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.
- 12. **Acceptance of Materials**
The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.
- 13. **Manufacturers' Certifications**
The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.
- 14. **Copyrights and Patent Rights**
Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.
- 15. **Laws and Regulations**
All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

- 16. **Taxes**
The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #16-08-196489-54C and Federal exemption tax #59-74-0083K apply and appear on each purchase order.
- 17. **Conflict of Instructions**
If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.
- 18. **Exceptions to Specifications**
For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.
- 19. **Warranties**
The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.
- 20. **Retention of Records and Right to Access Clause**
The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
- 21. **Facilities**
The City reserves the right to inspect the bidder's facilities at any time, without prior notice.
- 22. **Anti-collusion Statement**
By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

24. Reservation for Rejections and Award

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than five (5) working days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

26. Failure to Respond

If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.

27. Bid Tabulations

Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self-addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

28. Assignment

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

29. Termination for Convenience of City

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

30. Public Entity Crimes

In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

32. Identical Tie Bids

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or

more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-free Workplace Program. In order to have a Drug-free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

33. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in space provided on Proposal form.

34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

SECTION III - PROPOSAL

IMPORTANT!!!
BID MUST BE SIGNED FOR BID TO BE
CONSIDERED, PER GENERAL CONDITIONS SECTION 3

Item	Estimated Quantity	Description	Unit Price	Total
1.	2,706 cylinders	Chlorine, one (1) ton cylinder	\$ _____ per cylinder	\$ _____
2.	620 cylinders	Chlorine, 150 pound cylinder	\$ _____ per cylinder	\$ _____
3.	14 drums	Calcium Hypochlorite, 100 pound drum	\$ _____ per drum	\$ _____
GRAND TOTAL				\$ _____

For Calcium Hypochlorite only, state minimum order required (no greater than 4 drums):

For Calcium Hypochlorite only, state delivery charge for orders less than required minimum:

Chlorine, one ton cylinder, manufactured by: _____

Chlorine, 150 lb. cylinder, manufactured by: _____

Calcium Hypochlorite, 100 lb. drum, manufactured by: _____

Emergency Information

1. Location(s) of nearest emergency station(s):

2. Name(s) of person(s) in charge of emergency crew(s):

3. Telephone number(s) to be called for emergency service and/or normal maintenance:

4. Time period(s) during which service will be available from the telephone number(s) designated:

Delivery time after receipt of order _____ calendar days (not to exceed 48 hours.)

Fuel Adjustment

Bidder: The following information is required as a basis for any fuel adjustment claim which may be made by the contractor during the contract period. If incomplete information is furnished in the bid proposal future requests for price adjustments based upon fuel costs cannot be processed.

- a.) Type of fuel used: _____
- b.) Price per gallon on _____ (date) at bidder's normal point of supply: \$ _____ /gal.
- c.) Name and address of fuel supplier: _____
- d.) Percentage of final product/service cost attributable to fuel cost
 - for chlorine in one ton cylinders: _____ %
 - for chlorine in 150 lb. cylinders: _____ %
 - for calcium hypochlorite in 100 lb. drums: _____ %

Commodity Price Adjustment

Bidder: The following information is required as a basis for any commodity price adjustment claim which may be made by the contractor during the contract period. If incomplete information is furnished in the bid proposal requests for price adjustments based upon commodity costs cannot be processed.

- Percentage of final product/service cost attributable to commodity cost
- for chlorine in one ton cylinders: _____ %
 - for chlorine in 150 lb. cylinders: _____ %
 - for calcium hypochlorite in 100 lb. drums: _____ %

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No ___ Yes ___ Name & position _____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program ___ No _____

Name & address of company submitting bid:

.....
.....
..... zip

Federal Employer Identification # or Social Security #:

.....

Telephone number:

"Fax" number:

Acknowledgment of the following Addenda is noted:

Addendum Number(s) _____ Date(s) Issued _____

Manual signature of company officer:

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed):

Title of signer:

Bidder Name _____

STATEMENT OF NO RESPONSE

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Invitation for Bid
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____