



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

"WORKING TOGETHER TO REDUCE COSTS"

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group. 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 Group 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 Group 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 that are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from these awards.** However, other Southeast Florida Governmental Purchasing Cooperative members may participate in these contracts for new usage during the contract term(s), 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.

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

INVITATION TO BID

TO OUR PROSPECTIVE VENDORS:

The attached Invitation to Bid represents a cooperative bid for the Southeast Florida Governmental Purchasing Cooperative for the following commodity/service:

FURNISH AND DELIVER SODIUM HYDROXIDE

Bid No. 2009-003

The participating agencies for this bid are:

City of Margate
City of Boca Raton
City of Cooper City
City of Deerfield Beach
City of Ft Lauderdale
City of Hollywood
City of Miramar
City of North Miami Beach
City of Pembroke Pines
City of Plantation
City of Pompano Beach
City of Sunrise
Village of Wellington

The agency responsible for issuing this bid is the City of Margate, Purchasing Division.

All questions concerning this Invitation to Bid should be addressed to the issuing agency, hereinafter referred to as the lead agency to the attention of Ms. Connie Guzzi, CPPB, Buyer I, City of Margate, 5790 Margate Boulevard, Margate, FL 33063. All responses to this bid are to be returned in accordance with the instruction contained in the attached Invitation to Bid.

Bid award will be made by the City of Margate in accordance with its purchasing policies and procedures. Each participating agency will execute its own contract with the Contractor(s) in accordance with its respective purchasing policies and procedures.

Each participating agency will be responsible for issuing its own orders, direct order placement, will require separate billings, be responsible for payment to the vendor awarded this contract, and issue its own tax exemption certificates as required by the contractor.

The contract/purchasing 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.

BID NO. 2009-003

Any reference in the bid document to a single entity or location will, in fact, be understood as referring to all participating entities reference in the Invitation to Bid documents and cover letter.

The successful Contractor(s) shall be responsible for advising the responsible issuing entity of any entities referenced in the award, who may fail to place orders under this contract.

MUNICIPALITIES AND OTHER GOVERNMENTAL AGENCIES 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 CO-OP MEMBERS MAY PARTICIPATE IN THIS CONTRACT FOR NEW USAGE, DURING THE CONTRACT TERM, OR ON ANY CONTRACT EXTENSION TERM, IF APPROVED BY THE LEAD AGENCY. NEW CO-OP MEMBERS MAY PARTICIPATE IN ANY CONTRACT ON ACCEPTANCE AND APPROVAL BY THE LEAD AGENCY. (Refer to listing of current Co-op Members attached.)

Any problem with participating agencies referenced in this award will be brought to the attention of the lead agency, City of Margate.

This cover letter is considered an integral part of the Invitation to Bid documents and any resultant award and shall be included by reference into any contract.

Very truly yours,



Connie Guzzi, CPPB
Buyer I
City of Margate

ACKNOWLEDGED BY:

Company Name

Authorized Signature and Title

Date: _____

BID NO. 2009-003

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP MEMBERS

Organization Name	Name	Address	City	State	Zip Code	Work Phone	Fax Number	Email Address
Alliantis, City of	Mo Thornton	260 Orange Tree Drive	Alliantis	FL	33462	561-965-1744	561-642-1806	mo_thornton@msn.com
Alliantis, City of	Jean Berthen	260 Orange Tree Drive	Alliantis	FL	33462	581-965-1744		jbertain@alliantisfla.org
Aventura, City of	Indra Sarju	19200 W Country Club Dr	Aventura	FL	33180	(305) 466-8925	(305) 466-8939	sarju@cityofventura.com
Boca Raton, City of	Bob Bolinski	201 W. Palmetho Park Rd.	Boca Raton	FL	33432	(561) 393-7873	(561) 393-7993	bbolinski@ci.boca-raton.fl.us
Boca Raton, City of	Diane Lopresti	201 W. Palmetho Park Rd.	Boca Raton	FL	33432	(561) 393-7869	(561) 393-7983	dlopresti@ci.boca-raton.fl.us
Boca Raton, City of	Lynn Kunkel	201 W. Palmetho Park Rd.	Boca Raton	FL	33432	(561) 393-7874	(561) 393-7983	lkunkel@ci.boca-raton.fl.us
Boca Raton, City of	Alicia Kalish	201 W. Palmetho Park Rd.	Boca Raton	FL	33432	(581) 393-7876	(561) 393-7993	akalish@myboca.us
Boca Raton, City of	Sharlene Soles	201 W. Palmetho Park Rd.	Boca Raton	FL	33432	(561) 393-7872	(561) 393-7983	ssoles@ci.boca-raton.fl.us
Broward Community College-Purchasing Dept.	Alex Dennis	226 E. Las Olas Blvd	Fort Lauderdale	FL	33301	(954) 201-7455	(954) 201-7330	adennis@broward.edu
Broward Community College-Purchasing Dept.	Beau Mitchell	226 E. Las Olas Blvd	Fort Lauderdale	FL	33301	(954) 201-7551	(954) 201-7330	bmitchel@broward.edu
Broward Community College-Purchasing Dept.	Bob Persiano	226 E. Las Olas Blvd	Fort Lauderdale	FL	33301	(954) 201-7485	(954) 201-7330	bpersian@broward.edu
Broward County Purchasing Dept.	John A. Kunzman	115 S. Andrews Ave.	FL Lauderdale	FL	33301	(954) 357-6009	(954) 357-8535	jkunzman@broward.org
Broward County Purchasing Dept.	Karen Walbridge	115 S. Andrews Ave. Room 212	Fort Lauderdale	FL	33301	(954) 357-6946	(954) 357-8535	kwalbridge@broward.org
Broward County Purchasing Dept.	Anthony Cariveau	115 S. Andrews Ave. Room 212	FL Lauderdale	FL	33301	954-357-6077		acariveau@broward.org
Broward County Purchasing Dept.	Liz Overton	115 S. Andrews Ave. Room 212	Fort Lauderdale	FL	33301	(954) 357-6076	(954) 357-8535	loverton@broward.org
Broward County Purchasing Dept.	Ilyse Valdivia	115 S. Andrews Ave. Room 212	Fort Lauderdale	FL	33301	954-357-6078		ivaldivia@broward.org
Broward County Purchasing Dept.	Christine Cathoun	115 S. Andrews Ave. Room 212	Fort Lauderdale	FL	33301	954-357-6085	9543575527	ccathoun@broward.org
Broward County School Board	Yasmin Teja	960 NW 39th St.	Oakland Park	FL	33309	(954) 537-2850	(954) 537-2855	yteja@broward.org
Broward County School Board	Carol Barker	7720 W. Oakland Park Blvd., Site 323	Sunrise	FL	33351	(754) 321-0506	(754) 321-0533	cbarker@browardschools.com
Broward County School Board	Charles High	7720 W. Oakland Park Blvd., Site 323	Sunrise	FL	33351	(754) 321-0504	(754) 321-0534	charles_high@browardschools.com
Broward County School Board	Kay Lloyd	7720 W. Oakland Park Blvd., Site 323	Sunrise	FL	33351	(754) 321-0503	(754) 321-0534	kay_lloyd@browardschools.com
Broward County School Board	Mark Alan	7720 W. Oakland Park Blvd., Site 323	Sunrise	FL	33351	(754) 321-0507	(754) 321-0534	mark_alan@browardschools.com
Broward County School Board	Phyllis Ben-Asher	7720 W. Oakland Park Blvd., 7720 W. Oakland Park Blvd., Site 323	Sunrise	FL	33351	(754) 321-0527	(754) 321-0533	phyllis_ben-asher@browardschools.com
Broward County School Board	Roni Evans	143 NW 25 Terr.	FL Lauderdale	FL	33311	(954) 831-8273	(954) 831-8269	roni.evans@browardschools.com
Broward County Sheriff - Purchasing	Spilopotopoulos John	2601 W. Broward Blvd	Fort Lauderdale	FL	33312	(954) 321-4795	(954) 765-4006	john.spilopotopoulos@sheriff.org
Broward County Sheriff - Purchasing	Larry D. Strain	2601 W. Broward Blvd	Fort Lauderdale	FL	33312	(954) 321-4795	(954) 765-4006	larry_strain@sheriff.org
Broward County Sheriff - Purchasing	Rick Torres	2601 W. Broward Blvd	Fort Lauderdale	FL	33312	(954) 831-8172	(954) 765-4006	rick_torres@sheriff.org
Broward County Sheriff - Purchasing	Michael Brady	2601 W. Broward Blvd.	Fort Lauderdale	FL	33312	(954) 831-8175	(954) 765-4006	Michael.Brady@sheriff.org
Broward County Sheriff - Purchasing	Auret Gil	2601 W. Broward Blvd.	Fort Lauderdale	FL	33312	(954) 831-8173	(954) 765-4006	auret_gil@sheriff.org
Broward County Sheriff - Purchasing	Jason Spalce	2601 W. Broward Blvd	Fort Lauderdale	FL	33312	954-321-4542		Jason.Spalde@sheriff.org
Broward County Sheriff - Purchasing	Rona Sandler	2601 W. Broward Blvd.	Fort Lauderdale	FL	33312	(954) 321-4551	(954) 765-4006	rona_sandler@sheriff.org
Broward Health (North Broward Hospital District)	Steve Thornton	303 SE 17 St	FL Lauderdale	FL	33316	954-468-8071	954-355-5109	sthornton@browardhealth.org

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP MEMBERS

Organization Name	Name	Address	City	State	Zip	Work Phone	Fax Number	Email Address
Children's Services Council of Palm Beach County	Renita Reif	2300 High Ridge Rd.	Boynton Beach	FL	33426	(561) 374-7574	(561) 835-1956	Renita.Reif@cscofbch.org
Coconut Creek, City of	Linda Jeehan	4800 W. Copans Rd.	Coconut Creek	FL	33063	(954) 956-1438	(954) 973-6754	ljeehan@coconutcreek.net
Cooper City, City of	Kerri Anne Fisher	PO Box 290910	Cooper City	FL	33329	(954) 434-4300	(954) 434-5099	kerri@coopercityfl.org
Coral Springs, City of	Angelo Salomone	9551 W. Sample Road	Coral Springs	FL	33065	(954) 344-1100	(954) 344-1186	asalomone@coralsprings.org
Coral Springs, City of	Art Resnik	9551 W. Sample Road	Coral Springs	FL	33065	(954) 344-1101	(954) 344-1186	ar@coralsprings.org
Coral Springs, City of	Gail Dixon	9551 W. Sample Road	Coral Springs	FL	33065	(954) 344-1104	(954) 344-1186	gd@coralsprings.org
Coral Springs, City of	Roxanne Sockold	9551 W. Sample Road	Coral Springs	FL	33065	(954) 344-1103	(954) 344-1186	rsockold@coralsprings.org
Coral Springs, City of	Tim Planco	4181 NW 121 Avenue	Coral Springs	FL	33065	(954) 345-2235	(954) 345-2238	lim@coralsprings.org
Dania Beach, City of	Nandi Denny	100 W. Dania Beach Blvd.	Dania Bch.	FL	33004	954 924-6800 ext. 3674	(954) 922-5619	ndenny@ci.dania-beach.fl.us
Davie, Town of	Elena Blackiston	6591 Orange Drive	Davie	FL	33314	(954) 797-1015	(954) 797-1049	elena_blackiston@davie-fl.gov
Davie, Town of	Herb Hyman	6591 Orange Drive	Davie	FL	33314	(954) 797-1016	(954) 797-1049	herb_hyman@davie-fl.gov
Davie, Town of	Angie Salinas	6591 Orange Drive	Davie	FL	33314	(954) 797-1062	(954) 797-1049	angela_salinas@davie-fl.gov
Deerfield Beach, City of	Dorna Council	401 SW 4th St.	Deerfield Beach	FL	33441	(954) 480-4380	(954) 480-4388	dcouncil@deerfield-beach.com
Deerfield Beach, City of	Jessica Gamble	401 SW 4th St.	Deerfield Beach	FL	33441	(954) 480-4418	(954) 480-4388	jgamble@deerfield-beach.com
Deerfield Beach, City of	Paul Collette	401 SW 4th St.	Deerfield Beach	FL	33441	(954) 480-4418	(954) 480-4388	pcollette@deerfield-beach.com
Fort Lauderdale, City of	AndDebra Diaz	100 N. Andrews Ave. Room 619	Fort Lauderdale	FL	33301	(954) 828-5949	(954) 828-5576	adiaz@fortlauderdale.gov
Fort Lauderdale, City of	Carrie Keohane	100 N. Andrews Ave. Room 619	Fort Lauderdale	FL	33301	(954) 828-5141	(954) 828-5576	ckeohane@fortlauderdale.gov
Fort Lauderdale, City of	Robert McKenney	100 N. Andrews Ave. Room 619	Fort Lauderdale	FL	33301	(954) 828-7816	(954) 828-5576	rmckenney@fortlauderdale.gov
Fort Lauderdale, City of	James Hemphill	100 N. Andrews Ave. Room 619	Fort Lauderdale	FL	33301	(954) 828-5143	(954) 828-5576	jhemphill@fortlauderdale.gov
Fort Lauderdale, City of	Kirk Buffington	100 N. Andrews Ave. Room 619	Fort Lauderdale	FL	33301	(954) 828-5933	(954) 828-5576	kbuffington@fortlauderdale.gov
Fort Lauderdale, City of	Richard Ewell	100 N. Andrews Ave. Room 619	Fort Lauderdale	FL	33301	(954) 828-5138	(954) 828-5576	rewell@fortlauderdale.gov
Fort Lauderdale, City of	Rick Andrews	100 N. Andrews Ave. Room 619	Fort Lauderdale	FL	33301	(954) 828-4357	(954) 828-5576	randrews@fortlauderdale.gov
Greenacres, City of	Alyssa M. Milio	5800 Melaleuca Lane	Greenacres	FL	33463	(561) 642-2039	(561) 642-2037	amilio@ci.greenacres.fl.us
Greenacres, City of	Monica Powery	5800 Melaleuca Lane	Greenacres	FL	33463	(561) 642-2030	(561) 642-2037	mpowery@ci.greenacres.fl.us
Hallandale Beach, City of	Andrea Lues	400 S. Federal Hwy	Hallandale	FL		(954) 457-1332	(954) 457-1342	alues@hallandalebeachfl.gov
Hallandale Beach, City of	Joann Wiggins	400 S. Federal Hwy	Hallandale	FL				iwiggins@hallandalebeachfl.gov
Hollywood, City of	Wiltherspoon	2600 Hollywood Blvd	Hollywood	FL	33020	(954) 921-3248	(954) 921-3086	dwiltherspoon@hollywoodfl.org
Hollywood, City of	Janice English	2600 Hollywood Blvd Room 30330	Hollywood	FL	33020	(954) 921-3345	(954) 921-3086	jenGLISH@hollywoodfl.org
Hollywood, City of	K. Kilpatrick	2600 Hollywood Blvd	Hollywood	FL	33020	(954) 921-3222	(954) 921-3086	kkilpatrick@hollywoodfl.org
Hollywood, City of	Ian Superville	2600 Hollywood Blvd	Hollywood	FL	33020	954-921-3552	954-921-3086	isuperville@hollywoodfl.org
Hollywood, City of	Linda Silvey	2600 Hollywood Blvd., Room 303	Hollywood	FL	33020	(954) 921-3200	(954) 921-3086	lsilvey@hollywoodfl.org
Hollywood, City of	Ralph Dierks	2600 Hollywood Blvd, Room 303	Hollywood	FL	33020	(954) 921-3223	(954) 921-3086	rdierks@hollywoodfl.org

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP MEMBERS

Organization Name	Name	Address	City	State	Zip	Work Phone	Fax Number	Email Address
Lantana, Town of	Clyde Ali		Lantana	FL		(561) 540-5780	(561) 540-5759	wal@plant.lantana.org
Lauderdale by the Sea, Town of	Kathleen A. O'Brien	4501 Ocean Drive	Lauderdale by the Sea	FL	33308	954-776-0576	954-776-7910	kathy@lauderdalebythesea-fl.gov
Lauderdale Lakes, City of-Purchasing	Diane LeRay	4300 NW 36 Street	Lauderdale Lakes	FL	33319	(954) 535-2743	(954) 733-3276	diane@lauderdalelakes.org
Lauderdale Lakes, City of-Purchasing	Geela Ramliary	4300 NW 36 Street	Lauderdale Lakes	FL	33319	(954) 535-2722	(954) 733-3276	geela@lauderdalelakes.org
Lauderhill, City of	Gwendolyn Jones	3800 Inventory Blvd, Ste 209	Lauderhill	FL	33319	954-497-4708	(954) 730-3075	gnones@lauderrhill.fl.gov
Lighthouse Point, City of	Mary Pryde	2200 NE 36 St.	Lighthouse Point	FL	33064	(954) 946-7386	(954) 946-7932	mpryde@lighthousepoint.com
Margate, City of-Purchasing	Connie Guzzi	5790 Margate Blvd.	Margate	FL	33063	(954) 972-6454	(954) 935-5258	cguzzi@margatefl.com
Margate, City of-Purchasing	Pat Greenstein	5790 Margate Blvd.	Margate	FL	33063	(954) 972-6454	(954) 935-5258	pgreenstein@margatefl.com
Margate, City of-Purchasing	Spencer Shambray	5790 Margate Blvd.	Margate	FL	33063	(954) 972-6454	(954) 935-5258	s Shambray@margatefl.com
Miami Gardens, City of	Will Garviso	1515 NW 167 St. #200	Miami Gardens	FL	33169	(305)622-8000	(305)622-8001	wgarviso@miamigardens-fl.gov
Miami Gardens, City of	Pam Thompson	1515 NW 167 St. #200	Miami Gardens	FL	33169	(350) 822-8031	(305) 622-8001	pthompson@miamigardens-fl.gov
Miami, City of	Mike Rath	444 SW 2nd Ave	Miami	FL	33130	(305) 416-1921	(305) 400-5153	mrath@ci.miami.fl.us
Miami, City of	Shannon Graham	444 SW 2nd Ave	Miami	FL	33130	(305) 416-1886	(305) 416-1925	sgraham@ci.miami.fl.us
Miami-Dade County	Andrew Zawoyksi	111 NW 1st Street	Miami	FL	33128	(305) 375-5663	(305) 375-2316	azawoy@miamicade.gov
Miami-Dade County Schools	Kevin McHrye		Miami	FL		305-995-2350	305-523-3367	KMcHrye@deschools.net
Miramar, City of	Carlos Vilches	2300 Civic Center Place	Miramar	FL	33025	(954) 602-3053	(954) 602-3631	cvilches@ci.miramar.fl.us
Miramar, City of	Luz Bartra	2300 Civic Center Place	Miramar	FL	33025	954-602-3065		lbartra@ci.miramar.fl.us
Miramar, City of	Margaret Palomino	2300 Civic Center Place	Miramar	FL	33025	954-602-3052		margalinhoo@ci.miramar.fl.us
North Lauderdale, City of	Iveta Guzman	701 SW 71 Ave	North Lauderdale	FL	33068	(954) 722-0900	(954) 720-2064	iguzman@nlauderdale.org
North Miami Beach, City of	Roberta Ambrose	17011 NE 19th Ave. Room 315	North Miami Beach	FL	33162	(305) 787-6041	(305) 948-2950	roberta.ambrose@ci.nmb.com
North Miami Beach, City of	Ans Eugene	17011 NE 19th Ave. Room 315	North Miami Beach	FL	33162	(305) 948-2976	(305) 957-3622	ans.eugene@ci.nmb.com
North Miami Beach, City of	Yocelyn Gallano Gomez	17011 NE 19th Ave. Room 315	North Miami Beach	FL	33162	(305) 948-2976	(305) 957-3622	yocelyn.gallano@ci.nmb.com
North Miami -City of-Oakland Park, City of-Purchasing	Maureen Hansraj	776 NE 125 St.	North Miami	FL	33161	(305) 895-9886	(305) 891-1015	mhanstraj@northmiami.gov
Palm Beach County BCC	Maggie Turner	3650 NE 12 Avenue	Oakland Park	FL	33334	(954) 630-4256	(954) 630-4216	maggie@oaklandparkfl.org
Palm Beach Gardens, City of	Phil Riddolo	50 So. Military Tr. Ste 110	West Palm Bch	FL	33415	(561) 616-6823	(561) 242-6723	priddolo@co.palm-beach.fl.us
Palm Beach, Town of	Adis Pedraza	10500 North Military Trail	Palm Beach Gardens	FL	33410	(561) 804-7014	(561) 799-4134	apedraza@lewinofpalmbeach.com
Palm Beach, Town of	Lynda Davis	951 Old Okeechobee Rd. Ste "D"	West Palm Bch	FL	33401	(561) 838-5406	(561) 835-4888	lvienne@TownofPalmBeach.com
Parkland, City of	Sarah Castillo	6600 University Drive	Parkland	FL	33067	(954) 757-4135	(954) 341-5161	scastron@cityofparkland.org
Pembroke Park, Town of	Jeanne Peterson		Pembroke Park	FL		954-966-4600		jeanne@townofpembrokepark.com
Pembroke Park, City of Public Services Dept.	Georgina Rodriguez		Pembroke Park	FL		954-966-4600 x1232		grodriquez@townofpembrokepark.com
	Terri Burzo	13975 Pembroke Road	Pembroke Pines	FL	33027	(954) 437-1111	(954) 437-1117	tburzo@ppines.com

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP MEMBERS

Organization Name	Name	Address	City	State	Zip Code	Work Phone	Fax Number	Email Address
Plantation, City of	Larry Duemmling	400 NW 73 Avenue	Plantation	FL	33317	(954) 797-2705	(954) 797-2720	lduemmling@plantation.org
Plantation, City of	Ezzard "Charles" Spencer	400 NW 73 Avenue	Plantation	FL	33317	(954) 797-2705	(954) 797-2720	espencc@plantation.org
Pompano Beach, City of	Leela Hardin Tammy Thompkins	1190 NE 3rd Ave, Bldg C	Pompano Beach	FL	33060	(954) 786-4098	(954) 786-4168	leela.hardin@cobpf.com
Pompano Beach, City of	Benjamin Guy	600 West Blue Heron Blvd	Riviera Beach	FL	33404	(561) 845-4180	(561) 842-5105	bjguy@riverabch.com
Riviera Beach, City of	Glendora Williams	600 West Blue Heron Blvd	Riviera Beach	FL	33404	(561) 845-4180	(561) 842-5105	gwilliams@riverabch.com
Riviera Beach, City of	Pamela Daley	600 West Blue Heron Blvd	Riviera Beach	FL	33404	(561) 845-4180	(561) 842-5105	pdaley@riverabch.com
Riviera Beach, City of	Pierre Wilson	600 West Blue Heron Blvd	Riviera Beach	FL	33404	(561) 845-4180	(561) 842-5105	pwilson@riverabch.com
SFRTRAIL-RAIL	V. Martin Kelly	800 NW 33rd St, Suite 100	Pompano Beach	FL	33064	(954) 788-7913	(954) 788-7963	kellyv@sfrta.fl.gov
SFRTRAIL-RAIL	Christopher Bross	800 NW 33rd St, Suite 100	Pompano Beach	FL	33064	(954) 788-7911	(954) 788-7963	brossc@sfrta.fl.gov
South Central Regional Wastewater Treatment & South Central Regional Wastewater (new 3,27,08)	Maggi Woodall							mwoodall@scrwwp.org
South Florida Water Management District	Lord Osborn Rudy Crenshaw-Johnson							losborn@scrwwp.org
Sunny Isles Beach, City of	Shaun Sharon Gevez	18070 Collings Avenue, 3rd Floor	Sunny Isles Beach	FL	33160	305-792-1773	305-792-1614	rcrenshaw@stwrnd.gov
Sunrise, City of-Purchasing	Dick Cummings	10770 W. Oakland Park Blvd.	Sunrise	FL	33351	(954) 572-2274	(954) 572-2278	scummings@cityofsunrise.org
Sunrise, City of-Purchasing	A. Potter	10770 W. Oakland Park Blvd.	Sunrise	FL	33351	(954) 572-2274	(954) 572-2278	apotter@cityofsunrise.org
Sunrise, City of-Purchasing	Holly Raphaelson	10770 W. Oakland Park Blvd.	Sunrise	FL	33351	(954) 572-2202	(954) 572-2278	hraphaelson@cityofsunrise.org
Sunrise, City of-Purchasing	Wendy Lorenzo	10770 W. Oakland Park Blvd.	Sunrise	FL	33351	(954) 572-2274	(954) 572-2278	wlorenzo@cityofsunrise.org
Tamarac, City of, Purchasing Div.	Keith Glatz Steven Beamsdterfer	7525 NW 88th Ave.	Tamarac	FL	33321	(954) 597-3567	(954) 597-3565	keithg@tamarac.org
Tamarac, City of, Purchasing Div.	Don Ray	7525 NW 88th Ave.	Tamarac	FL	33321	(954) 597-3566	(954) 597-3565	stevenb@tamarac.org
Village of Palm Springs	Bill M. Atkins	14000 Greenbriar Blvd	Wellington	FL	33414	(561) 791-4794	(561) 753-2548	dray@villageofpalmSprings.org
Village of Wellington	Robert Bruno	14000 Greenbriar Blvd	Wellington	FL	33414	(561) 791-4783	(561) 753-2548	bruno@ci.wellington.fl.us
Village of Wellington	Jim Volkman	14000 Greenbriar Blvd	Wellington	FL	33414	(561) 791-4101	(561) 753-2548	jvolkman@ci.wellington.fl.us
Weston, City of	Brad Kaine	20200 Saddle Club Rd	Weston	FL	33321	(954) 388-4321	(954) 388-5430	bkaine@westonfl.org
Wilton Manors, City of	Linda Noyes	524 NE 21 Court	Wilton Manors	FL	33305	(954) 390-2141	(954) 390-2199	noyes@wiltonmanors.com
Wilton Manors, City of	Ernesto Sanz Elbert Wrians	524 NE 21 Court	Wilton Manors	FL	33305	(954) 390-2130	(954) 390-2199	Esanz@wiltonmanors.com
Wilton Manors, City of	Elbert Wrians	524 NE 21 Court	Wilton Manors	FL	33305	(954) 610-7979	(954) 390-2199	wriansb@bellsouth.net



CITY OF MARGATE

FURNISH AND DELIVER SODIUM HYDROXIDE

BID NO. 2009-003

BID BOND REQUIRED: NO
BID OPENING DAY: WEDNESDAY
BID OPENING DATE: FEBRUARY 25, 2009
BID OPENING TIME: 3:00 P.M.

**ALL PROPOSALS MUST BE RECEIVED BY THE PURCHASING DIVISION
PRIOR TO THE DATE AND TIME SPECIFIED ABOVE**

TABLE OF CONTENTS

<u>PART I – GENERAL CONDITIONS</u>	<u>PAGE NO.</u>
BASIC DEFINITIONS	3 – 4
NOTICE INVITING BIDS	5
INSTRUCTIONS TO BIDDER	6 – 22
SPECIAL CONDITIONS	23-31
BID PROPOSAL FORM	32-33
SCHEDULE OF BID PRICES	34
BIDDER'S GENERAL INFORMATION (not required)	
BID BOND (not required)	
REFERENCE SHEET	35
NON-COLLUSION AFFIDAVIT	36
SAMPLE INSURANCE FORM	37
COMPLIANCE WITH OSHA	38
DRUG FREE WORKPLACE FORM	39
STATEMENT OF NO BID	40

1.1 BASIC DEFINITIONS

Whenever used in these Bid Specifications or in an ensuing agreement the following terms have the meanings indicated which are applicable to both singular and plural:

1.1.1. AGREEMENT – The written agreement between the CITY and CONTRACTOR covering the Work to be performed including other documents that are attached to the Agreement or made a part thereof.

1.1.2 CHANGE ORDER – A document which is signed by CONTRACTOR and CITY and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Contract Price or the Contract Time, issued on or after the effective date of the Agreement.

1.1.3 CITY – The City Commission of the City of Margate, Florida with whom the CONTRACTOR has entered into an Agreement and for whom the Work is to be provided.

1.1.4 BID DOCUMENTS – The bid documents consist of the General and Special Conditions, Technical (Drawings, Plans and Specifications), Non-Collusion Affidavit, Contract, Notice of Award, Certificate of Insurance, Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, change orders and work directive changes issued on or after the effective date of the Contract.

1.1.5 DEFECTIVE – An adjective which when modifying the Work refers to the Work that is unsatisfactory, faulty or deficient, or does not conform to the Bid Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Bid Documents, or has been damaged prior to final payment.

1.1.6 DRAWINGS - The drawings which show the character and scope of the Work to be performed and which are referred to in the Bid Documents.

1.1.7 EFFECTIVE DATE OF THE AGREEMENT – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver or upon receipt of a signed purchase order by the CONTRACTOR.

1.1.8 ARCHITECT - N.A.

1.1.9 FIELD ORDER – A written order issued by the CITY'S Representative or CITY which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

1.1.10 NOTICE TO PROCEED – A written notice given by the CITY to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Bid Documents.

1.1.11 PROJECT – Is the total construction for which the Contractor is responsible under this Agreement, including all labor, materials, equipment and transportation used or incorporated in such construction or for the completion of the project and delivery.

1.1.12 SPECIFICATIONS - Those portions of the Bid Documents consisting of written descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.1.13 SUBCONTRACTOR – An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work.

1.1.14 SUPPLIER – A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.1.15 WORK – Work is a result of performing services, specifically, including but not limited to construction, furnishing labor, soil borings, equipment and materials incorporated used or incorporated in the construction of the entire project as required by the Bid Documents.

1.1.16 WORK CHANGE DIRECTIVE – A written directive to CONTRACTOR issued on or after the effective date of the Agreement and signed by CITY and recommended by ARCHITECT OR CITY ordering an addition, deletion or revision in the WORK. A Work Change Directive shall not change the Contract price or time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Time.

1.1.17 WRITTEN AMENDMENT – A written amendment of the Bid Documents, signed by CITY or CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-architectural, or non-technical aspects rather than strictly Work related aspects of the Bid Documents.

NOTICE INVITING BIDS

SUBMITTING PROPOSALS: Sealed bids will be received in the Purchasing Division Office, Finance Department, 5790 Margate Boulevard, Margate, FL 33063 until 3:00 P.M., WEDNESDAY, FEBRUARY 25, 2009 for a completed project to **FURNISH AND DELIVER SODIUM HYDROXIDE**. All bids received will be read in the Commission Chambers of City Hall, address above. All bidders or their representatives are invited to be present.

It will be the sole responsibility of the bidder to deliver their proposal to the Purchasing Division on or before the date and prior to the time specified.

NO FAXED OR ELECTRONICALLY TRANSMITTED BIDS WILL BE ACCEPTED. Bids must be submitted in a sealed envelope and plainly marked on the outside of the envelope; the bidder's name and address followed by "**SEALED BID FOR SODIUM HYDROXIDE (BID NO. 2009-003)**" address where bid is to be delivered or mailed to, and the date of time of the bid opening.

Bids must be submitted on the Bid Proposal Form(s) provided herein. Failure to do so may be cause for bid to be rejected. Proposals having an erasure or correction must be initialed by the bidder in ink. Bids shall be signed in ink; all quotations shall be typewritten and filled in with pen and ink.

The Bidder shall guarantee the total bid price for a period of 90 days from date of bid opening.

PROJECT ADMINISTRATION: All technical questions relative to the Work shall be directed to:

Mr. Gregory Gustitus
Department of Environmental and Engineering Services
6630 NW 9 Street
Margate FL 33063
954/972-0828

The city of Margate (CITY) reserves the right to waive informalities in any bid and further reserves the right to reject any and all bids and to take any other action that may be deemed necessary in its best interest.

GENERAL CONDITIONS

INSTRUCTIONS TO BIDDERS

1. **DEFINED TERMS:** Terms used in these instructions to Bidders and the Notice Inviting Bids which are defined in the General Conditions have the meaning assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to CITY, as distinct from a sub-bidder, who submits a Bid to a Bidder.
2. **COMPETENCY OF BIDDER:** In selecting the bid which best meets the interests of the CITY consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the Work covered by the Bid. To this end, each Bid shall be supported by a statement of the Bidder's experience as of recent date on the form entitled "**Reference Sheet**" herein. A "NO BID" for the WORK will be accepted from a contractor who does not hold a valid contractor's license in the State and County where the WORK is to be performed (if required by State or County) applicable to the type of work bid upon at the time of opening bids.
3. **DISQUALIFICATION OF BIDDER:** More than one bid from an individual firm, partnership, corporation, or association under the same or different names will not be considered. If the CITY believes that any Bidder is interested in more than one Bid for the WORK contemplated, all bids in which such Bidder is interested will be rejected. If the CITY believes that collusion exists among the Bidder's, all bids will be rejected.
4. **BIDDER'S EXAMINATION OF BID DOCUMENTS AND SITE:**
 - 4.1 It is the responsibility of each Bidder before submitting a bid, to:
 - (a) Examine the Bid Documents thoroughly,
 - (b) Visit the site to become familiar with local conditions that may affect cost, progress, or performance of Work,
 - (c) Consider federal, state and local Laws and Regulations that may affect cost, progress, or performance of Work,
 - (d) Study and carefully correlate the Bidder's observations with the Bid Documents, and,
 - (e) Notify the CITY OR THE CITY'S REPRESENTATIVE of all conflicts, errors, or discrepancies in the Bid Documents.

4.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of "Bidders Examination of Bid Documents and Site" contained herein, that without exception the Bid is premised upon performing the Work required by the Bid Documents and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. **INTERPRETATIONS:** All questions about the meaning or intent of the Bid Documents are to be directed to the CITY OR THE CITY'S REPRESENTATIVE in writing. Interpretations or clarifications considered necessary in response to such questions will be issued by written Addenda to all parties recorded by the CITY OR THE CITY'S REPRESENTATIVE as having received the Bid Documents. Questions received less than 10 days prior to the date for opening of Bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
6. **BID SECURITY, BONDS: (IF REQUIRED)** Each bid shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Bid Documents. Said check or bond shall be made payable to the CITY and shall be given as guarantee that the Bidder, if awarded the Bid will enter into an Agreement with the CITY, and shall furnish the necessary insurance certificates, Payment and Performance Bonds (**IF REQUIRED**), each of said bonds to be in the amount stated in the Agreement. In case of refusal or failure by Bidder to enter into said Agreement, the check or bid bond shall be forfeited to the CITY. If the bidder elected to furnish a Bid Bond as its Bid Security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.
7. **RETURN OF BID SECURITY:** Within 14 days after award of the Bid or Contract, the CITY will return the Bid securities accompanying such of the bids as are not considered in making the award. All other bid securities will be held until the Agreement has been fully executed. They will then be returned to the respective bidders whose bids they accompany.
8. **BID FORM:** The bid shall be made on copies of the bidding schedule bound herein.
9. **SUBMISSION OF BIDS:** Refer to **NOTICE INVITING BIDS**.

- 10. DISCREPANCIES IN BIDS:** In the event there is more than one bid item in a bidding schedule, the Bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the bid non-responsive and may cause its rejection. In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the CONTRACTOR shall be bound by said correction. In the event there is more than one bid item in the bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the CONTRACTOR shall be bound by said correction.
- 11. QUANTITIES OF WORK:** The quantities of work or materials stated in unit price items of the bid are supplied only to give an indication of the general scope of the WORK; the CITY does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the amount of any unit price item of the WORK by an amount up to and including 25 percent of any bid item, without a change in the unit price, and shall include the right to delete any bid item in its entirety, or to add additional bid items up to and including and aggregate total amount not to exceed 25 percent of the Contract Price.
- 12. WITHDRAWAL OF BID:** The bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the NOTICE INVITING BIDS for receipt of bids prior to the scheduled closing time for receipt of bids.
- 13. MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS:** Unauthorized conditions, limitations, or provisos attached to the bid will render it informal and may cause its rejection as being non-responsive. The completed bid forms shall be without interlineations, alterations or erasure in the printed text. Alternative bids will not be considered unless called for. Oral, telegraphic, telephonic, faxed or electronically transmitted bid or modifications will not be considered.
- 14. OR EQUAL: (Unless otherwise specified in the Bid Documents)** Manufacturer's name, brand name and model number are used in these specifications for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design required and is in no way intended to prohibit the bidding of other manufacturer's items of equal material. Equal may be bid providing units bid are equal to or exceed the quality, standards of performance, design, etc. to the item specified.

- 15. AWARD OF BID:** Award of a bid, if it be awarded, will be made to the bid which is deemed to be in the best interest of the City of Margate as determined in the sole discretion of the City. Unless otherwise specified, any such award will be made within the period stated in the **NOTICE INVITING BIDS** that the bids are to remain open. Unless otherwise indicated, a single award will be made for all the bid items in an individual bidding schedule. In the event the WORK is contained in more than one bidding schedule, the CITY may award schedules individually or in combination. In the case of two (2) bidding schedules which are alternative to each other, only one (1) of such alternative schedule will be awarded. The City of Margate reserves the right to accept or reject any or all bids, parts of bids, waive informalities in any bid or to take any other action that is deemed to be in the best interest of the City.
- 16. EXECUTION OF AGREEMENT:** The Bidder to whom award is made shall execute a written agreement on the form of agreement provided, or by accepting CITY's purchase order and shall secure all insurance, and furnish all certificates and bonds required by the Bid Documents within ten (10) calendar days after receipt of the agreement forms or purchase order from the CITY. Failure or refusal to enter into an agreement or accept CITY's purchase order as herein provided or to conform to any stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid Security. If the bidder who has been awarded the bid pursuant to Paragraph 15 refuses or fails to execute the agreement, the CITY may award the Contract to whichever bidder it determines next best serves its interest. On the failure or refusal of such second or third bidder (who was awarded the contract) to execute the agreement, each such Bidder's bid security shall be likewise forfeited to the CITY.
- 17. SITE INSPECTION:** Bidder is responsible for a site inspection and final determination of all materials, labor and equipment required in their proposal. Contractor will obtain complete data at the site and inspect surfaces that are to receive his work. Before proceeding with work, Contractor will be solely responsible for accuracy of measurements and laying out of work; will correct errors or defects due to faulty measurements taken, information obtained, layout or due to failure to report discrepancies.
- 18. GOVERNMENT RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material/quality, workmanship, or performance of the items/services offered on the bid prior to delivery/performance, it shall be the responsibility of the successful bidder to notify the CITY at once, indicating in their letter the specific regulation which required an alteration. The City of Margate reserves the right to accept any such alteration, including any price adjustment occasioned hereby, or to cancel the contract at no further expense to the CITY.

- 19. PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** “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, supplies, 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 in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”
- 20. DISCRIMINATORY VENDOR LIST:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 21. COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered, as a result of this bid.
- 22. TAXES:** The City of Margate is exempt from all Federal and State taxes. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required, to be paid by the CONTRACTOR in accordance with the laws and regulations of the State of Florida and its political subdivisions. CONTRACTOR is responsible for reviewing the pertinent State Statutes involving such taxes and complying with all requirements.
- 23. STANDARDS OF SAFETY:** The Bidder warrants that the product(s) and services supplied to the CITY conforms in all respects to the standards set forth in the Occupational Safety and Health Act and its amendments and to any industry standards if applicable. Bid Proposal must be accompanied by Material Safety Data Sheet(s). (See attachment – Compliance with Occupational Safety and Health Act).

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to; (1) employees on the WORK and other persons who may be affected thereby; (2) the WORK and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.

The CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage injury or loss.

Roadways have school crossing areas that are active before 8:30 AM and after 2:00 PM. CONTRACTOR shall keep all crosswalk areas clear during periods when school children are

present. All sidewalks shall be kept clear of any excess debris and shall not be barricaded or taped off during nights and weekends.

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK to prevent damage, injury or loss to all employees on the work site and other persons and organizations who may be affected thereby; all the work and materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto.

24. **NO BID:** Refer to 'STATEMENT OF NO BID' form incorporated into the bid proposal document.
25. **SILENCE OF SPECIFICATIONS:** The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
26. **CITY PERMITS:** The CONTRACTOR will be required to obtain all necessary permits from the City Engineering and /or Building Departments. City permit fees will be waived and should not be included in your bid proposal.
27. **NOTICE TO PROCEED:** The CONTRACTOR shall commence work within ten (10) calendar days after receipt of Notice to Proceed or Purchase Order from the CITY unless otherwise stated
28. **LIABILITY INSURANCE:** The bidder will assume the full duty, obligation and expense of obtaining all insurance required. The City of Margate shall be **additional insured** under all policies required by this proposal. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder or its agents or any person the bidder has designated in the completion of its contract as a result of the bid. The successful bidder shall furnish to the Purchasing Division, City of Margate, 5790 Margate Blvd., Margate, Florida 33063 original certificates of insurance which indicate that the insurance coverage has been obtained or otherwise secured in a manner satisfactory to the City in an amount equal to 100% of the requirements provided herein and shall be presented to City prior to issuance of any contract(s) or award(s) document(s) which meets the requirements as outlined on Attachment B. Additionally, any subcontractor hired by the CONTRACTOR for this project shall provide insurance coverage as stated herein. CITY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others on the Work. CITY specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.
29. **IDENTICAL TIE BIDS:** Refer to Attachment - **Drug Free Workplace Program Form.**

30. CONFLICT OF INTEREST: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Margate employee is also a 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.

NO _____ YES _____ NAME & POSITION _____

(Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

31. FORCE MAJEURE: Seller's failure to make, or buyer's failure to take, any delivery or deliveries when due, if caused by Force Majeure as hereinafter defined, shall not constitute a default hereunder nor subject the party so failing to any liability to the other, provided however, the party affected by such Force Majeure shall promptly notify the other of the existence thereof and its expected duration and the estimated effect thereof upon its ability obligations hereunder.

Such party shall promptly notify the other party when such Force Majeure circumstances has ceased to effect its ability to perform its obligations hereunder. The quantity to be delivered hereunder shall be reduced to the extent of the deliveries omitted for such cause or causes, unless both parties agree that the total quantity delivered hereunder remain unchanged. As used herein, the term Force Majeure shall mean and include an ACT OF GOD or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lockouts, labor troubles, riots, sabotage, embargo, war (whether or not declared and whether or not the United States is a participant) Federal, State, or Municipal Law, regulation, order license, priority, seizure, requisition, or allocation, failure to delay of transportation shortage of or inability to obtain supplies, equipment, fuel or labor, or any other circumstances of a similar or different nature beyond the reasonable control of the party so failing.

32. WARRANTIES:

Warranty of Title:

The CONTRACTOR warrants to the CITY that it possesses good, clear and marketable title to all equipment and materials provided hereunder and there are no pending liens, claims or encumbrances whatsoever against said equipment and materials.

Warranty of Specifications:

The CONTRACTOR warrants that all equipment, materials and workmanship furnished, whether furnished by the CONTRACTOR or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

Warranty of Merchantability:

CONTRACTOR warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or workmanship and fit for the ordinary purposes for which it is intended.

- 33. LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them shall take place in the state court of Broward County, Florida. The parties agree to waive jury trial for all disputes.
- 34. CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 35. PRESENCE OF ASBESTOS MATERIALS:** If in the course of work, the Contractor encounters any existing materials which he suspects contain asbestos, the Contractor will stop work in that area immediately and notify the City.
- 36. INTENT:** It is the intent of the Bid Documents to describe a functionally complete project in accordance with the Plans and Specifications. Any Work, materials or equipment that may reasonably be inferred from the Bid Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of contract award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Bid Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR, or any of their consultants, agents or employees from those set forth in the Bid Documents.
- 37. CONFLICT, ERROR OR DISCREPANCY:** If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Bid Documents, CONTRACTOR shall so report to CITY or CITY'S REPRESENTATIVE in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from CITY or CITY'S REPRESENTATIVE.

38: AMENDING AND SUPPLEMENTING BID DOCUMENTS:

The Bid Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. A Change Order; or
2. A formal written amendment.
3. Work change directive.

39. REPRESENTATION OF CONTRACTOR: Execution of the Contract or acceptance of a purchase order by the CONTRACTOR is a representation that CONTRACTOR has visited the site and become familiar with the local conditions under which the work is to be performed.

40. BEFORE COMMENCING OPERATIONS: Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Bid Documents and check and verify pertinent figures shown thereon. CONTRACTOR shall promptly report in writing to CITY OR CITY'S REPRESENTATIVE any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from CITY OR CITY'S REPRESENTATIVE before proceeding with any Work affected thereby.

41. CONTRACTOR SERVICES AND RESPONSIBILITIES

41.1 The Contractor shall assist the CITY or CITY'S Representative in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

41.2 Materials: Unless otherwise specified herein, CONTRACTOR shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.

CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Bid Documents and that the work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Bid Documents.

41.3 The Contractor shall keep the CITY and CITY'S Representative (if applicable) informed of the progress and quality of the Work.

41.4 If requested in writing by the CITY, the Contractor, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Bid Documents and shall decide, subject to determination by the ARCHITECT (if applicable), subject to demand for arbitration, claims, disputes and other matters in question relating to

performance thereunder by both CITY and Contractor. Such interpretations and decisions shall be in writing, shall not be presumed to be correct and shall be given such weight as the arbitrator(s) or the court shall determine.

41.5 The Contractor shall correct WORK which does not conform to the Bid Documents.

41.6 CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. CITY shall not be responsible for monitoring CONTRACTOR'S compliance with any laws and regulations. CONTRACTOR shall promptly notify CITY if the Bid Documents are observed by CONTRACTOR to be at variance therewith.

41.7 The Contractor shall pay royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall save the CITY harmless from loss on account thereof, except that the CITY shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the CITY. However, if the Contractor has reason to believe the use of a required design process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the CITY.

41.8 The Contractor shall be responsible to the CITY for acts and omissions of the Contractor's employees and parties in privity of contract with the Contractor to perform a portion of the Work, including their agents and employees.

41.9 The Contractor shall prepare Change Orders for the CITY or CITY REPRESENTATIVE'S approval and execution in accordance with this Agreement and shall have authority to make minor changes in the design and construction consistent with the intent of this Agreement not involving an adjustment in the contract sum or an extension of the contract time. The Contractor shall promptly inform the CITY OR CITY'S REPRESENTATIVE in writing, of minor changes in the design and construction.

41.10 The Contractor shall notify the CITY OR CITY'S REPRESENTATIVE when the Work or an agreed upon portion thereof is substantially completed by issuing a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance, shall include a list of items to be completed or corrected and shall fix the time within which the Contractor shall complete items listed therein.

41.11 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying CONTRACTOR'S best skill, attention and expertise. CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Bid Documents.

41.12 CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the CONTRACTOR'S employees, Subcontractors, Suppliers and other persons directly or indirectly employed by his Subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Contract with CONTRACTOR. Nothing in the Bid Documents shall create any Contractual relationship between CITY and any such Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of CITY to pay or to see to the payment of any moneys due any such Subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Bid Documents for the benefit of CITY.

41.13 CONTRACTOR shall obtain and pay for all permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary with the exception that all CITY OF MARGATE permit and inspection fees related to this Contract shall be waived.

42. RISK OF LOSS; TITLE:

The risk of loss, injury or destruction shall be on CONTRACTOR until acceptance of the work by CITY. Title to the Work shall pass to CITY upon acceptance of the Work by CITY.

43. ACCESS TO WORK: CONTRACTOR shall provide CITY, CITY'S consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S site safety procedures and programs so that they may comply therewith.

44. INDEMNIFICATION: The Contractor agrees to indemnify, defend, save, and hold harmless the City, its officers and employees, from or on account of all damages, losses, liabilities and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract

45. SURVIVAL OF OBLIGATIONS: All representations, indemnification, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Bid Documents, shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

46. CORRECTION AND REMOVAL OF DEFECTIVE WORK: If required by

CITY or CITY'S REPRESENTATIVE, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CITY OR CITY'S REPRESENTATIVE, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of Architects, attorneys and other professionals) made necessary thereby.

- 47. PAYMENT TO CONTRACTOR:** Providing all work has been completed and accepted by the CITY within thirty (30) days of the CITY's receipt of a properly submitted and correct Application for Payment or Final Invoice, the CITY shall make payment to the Contractor.

The CONTRACTOR warrants that: (1) title to Work, materials and equipment covered by an Application for Payment or Final Invoice will pass to the CITY either by incorporation in construction or upon receipt of payment by the CONTRACTOR, whichever occurs first; (2) Work, materials and equipment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment will have been acquired by the CONTRACTOR, or any other person performing work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

- 48. PAYMENT TO SUBCONTRACTORS:** The CITY shall have no obligation to pay or to be responsible in any way for payment to a subcontractor of the CONTRACTOR except as may otherwise be required by law.

- 49. CITY'S Right to Withhold Payment:** The CITY may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of: Defective work not remedied, claims filed or reasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR, failure of the CONTRACTOR to make payments to subcontractors or suppliers for materials or labor, damage to another contractor not remedied, liability for liquidated damages has been incurred by the CONTRACTOR, reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum, reasonable evidence that the work will not be completed within the contract time or failure to carry out the work in accordance with the Bid Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

All invoices or requests for payments must indicate the Project Name and Project Number or the Purchase Order Number.

50. HURRICANE PRECAUTIONS: During such periods of times that are designated by the United States Weather Bureau as a hurricane warning or alert; all construction materials or equipment will be secured against displacement by wind forces; provided that where a full complement of personnel is employed or otherwise in attendance, or engaged for such purposes, formal construction procedures or use of materials or equipment may continue allowing such reasonable time as may be necessary to secure such materials or equipment before winds of hurricane force are anticipated. Construction materials and equipment will be secured by guying and shoring, or removing or tying down loose materials, equipment and construction sheds.

51. CHANGES IN THE WORK

51.1 CITY, without invalidating an Agreement, may order additions, deletions or revisions to the Work. Such additions, deletions or revisions shall be authorized by a Written Amendment, Change Order or Work Directive Change.

51.2 All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior change Orders for this project, increase the cost of the work to CITY or which extend the time for completion, must be formally authorized and approved by the CITY'S Commission prior to their issuance and before work may begin.

Notwithstanding the above paragraph, Change Orders which individually or when cumulatively added to amounts authorized, pursuant to prior Change Orders for this project, increase the cost of the work to the City not in excess of ten percent (10%) or \$25,000.00 (whichever is lesser) may be approved by signed approval of the City Manager of the City of Margate.

No claim against CITY for extra work in furtherance of such change order shall be allowed unless prior approval has been obtained.

51.3 Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to CITY OR CITY'S REPRESENTATIVE not later than three (3) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.

52. CONCEALED CONDITIONS: By execution of this agreement, CONTRACTOR has satisfied itself as to all conditions necessary to fulfill this contract. No contract adjustments shall be allowed for concealed conditions nor different site conditions than anticipated.

53. CORRECTION PERIOD: CONTRACTOR warrants all material and workmanship for a minimum of one (1) year from date of acceptance by the CITY. If within one (1) year after the date of final completion or such longer period of time as may be

prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Bid Documents, any work is found to be defective, whether observed before or after acceptance by CITY, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY'S written instructions, either correct such defective work, or, if it has been rejected by CITY, remove it from the site and replace it with work that is not defective and satisfactorily correct and remove and replace any damage to other work or the work of others resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of ARCHITECTS, ENGINEERS, attorneys and other professionals) will be paid by CONTRACTOR.

53.1 Where defective Work (and damage to other work resulting therefrom) has been corrected, removed or replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

54. WORK BY CITY OR CITY'S CONTRACTORS:

54.1 The CITY reserves the right to perform work related to, but not part of, the Project and to award separate contracts in connection with other work at the site. If the CONTRACTOR claims that delay or additional cost is involved because of such action by the CITY, the CONTRACTOR shall make such claims to the CITY OR CITY'S REPRESENTATIVE in writing.

54.2 The CONTRACTOR shall afford the CITY's separate contractors reasonable opportunity for introduction and storage of their materials and equipment for execution of their work. The CONTRACTOR shall incorporate and coordinate the CONTRACTOR's Work with work of the CITY's separate contractors as required by the Bid Documents.

54.3 Costs caused by defective or ill-timed work shall be borne by the party responsible.

55. CLAIMS FOR DAMAGES: Should either party to Agreement suffer injury or damage to person or property because of an act or omission of the other party, the other party's employees or agents, or another for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time after such injury or damage is or should have been first observed.

56. SUCCESSORS AND ASSIGNS

56.1 This Agreement shall be binding on successors, assigns, and legal representatives of and persons in privity of contract with the CITY or CONTRACTOR. Neither party shall assign, sublet or transfer an interest in this Agreement without the written consent of the other.

57. TERMINATION FOR CONVENIENCE OF CITY: Upon seven (7) days written notice to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the agreement for CITY'S convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to CONTRACTOR must state that the Contract is being terminated for the convenience of CITY under the termination clause the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminated all outstanding Subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders and Subcontracts. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

58. COST BREAKDOWN REQUIRED IN THE EVENT OF CHANGE ORDER: Whenever the cost of any Work is to be determined CONTRACTOR will submit in form acceptable to CITY OR CITY'S REPRESENTATIVE an itemized cost breakdown together with supporting data. Whenever a change in the work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit or no-change-in-cost, the CONTRACTOR shall submit an estimate substantiated by a complete itemized breakdown.

59. COMPUTATION OF TIME: When any period of time is referred to in the Bid Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty four (24) hours measured from midnight to the next midnight shall constitute a day.

60. CONTRACTOR INDEPENDENT: CONTRACTOR and its employees, volunteers and agents shall be and remain an independent contractor and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

61. RIGHT TO AUDIT: CITY reserves the right to audit the records of CONTRACTOR relating in anyway to the work to be performed pursuant to this Agreement at any time

during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Contract.

62. VALIDITY OF CONTRACT: Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

63. WAIVER OF JURY TRIAL: CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

64. OTHER GOVERNMENTAL AGENCIES: If CONTRACTOR is awarded a contract as a result of this bid proposal, CONTRACTOR will, if they have sufficient capacity or quantity available, provide to other governmental agencies, so requesting, the product or services awarded in accordance with the terms and conditions of the bid proposal and resulting contract. Prices shall be FOB Delivered to the requesting agency. N/A

65. DISPUTES: NOT WITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THE CONTRACT, ANY DISPUTE ARISING UNDER THIS CONTRACT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER OF CITY OF MARGATE, FLORIDA AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINE BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

66. SAMPLES: Samples of items when requested must be supplied by the bidder free of charge to the City. Each sample must be marked with the bidder's name, manufacturer's brand name and delivered by the bidder within seven (7) calendar days of the request. The City will not be responsible for the return of samples.

67. **TRAINING:** The successful bidder will be required (if requested) to conduct a training course on product bid for selected personnel at no extra cost to the City.
68. **DELIVERY:** All items delivered shall be F.O.B. Destination to a specific City of Margate address and all delivery costs and charges must be included in the bid price.
All exceptions must be noted. Prior to the delivery of goods or performance of services on City property, the City must be notified. Contractor's personnel and vehicles must be clearly identified with the business name and/or logo, also any applicable license numbers, according to State, County and City ordinances. In addition Contractor's employees shall be uniformly dressed i.e., T-Shirt with name and/or Logo, caps, etc.
69. **MATERIAL ACCEPTANCE:** The materials received under this proposal will remain the property of the bidder until accepted to the satisfaction of the City of Margate. In the event the materials supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to return the product to the bidder at the bidder's expense.
70. **EMERGENCY RESPONSE LOCATIONS:** When delivering to emergency response locations (Fire Stations, Police, etc.) where rescue, fire and police vehicles are being dispatched, the successful bidder shall take all steps to ensure that free egress and ingress of emergency vehicles are allowed. No delivery trucks shall be left unattended. In the event that a vehicle is to be left unattended city personnel must be notified and the driver must state where they will be at all times.
71. **ASSIGNMENT:** The bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City of Margate. Any awards issued pursuant to this bid invitation and monies which may become due hereunder are not assignable except with prior written approval of the City.
72. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from the General Conditions shall have precedence.

SPECIAL CONDITIONS

The City of Margate will accept sealed proposals to provide all materials, labor, supplies, equipment and transportation to **FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT** for the Department of Environmental and Engineering Services, located at 6630 NW 9 Street, Margate, FL 33063 and the Cooperative participating members. The contract will take effect approximately April 10, 2009.

The City of Margate hereby bids for a one year contract for services or supplies and reserves the right to extend contracts for an additional one (1) or two (2) years providing both parties agree, that all terms and conditions and specifications remain the same and the extension is approved by the City Administration or Commission and providing for availability of funding.

ADDITIONAL ONE (1) YEAR EXTENSION YES _____ NO _____

ADDITIONAL TWO (2) YEAR EXTENSION YES _____ NO _____

The City will issue a notification of intent to renew 60 days prior to the expiration of the initial contract. Vendor shall respond within fourteen (14) calendar days from date of notice.

Deliveries shall be made Monday through Thursday, between the hours of 7:00 AM and 4:00 PM. Materials to be delivered to 6630 NW 9th Street, Margate, FL. The City has an above ground tank for the storage of this commodity. Deliveries will be pumped into tank equipped with 2" polypropylene Cam lock fitting. The City uses approximately 4,920 gallons annually of Sodium Hydroxide. Tank size is 3,000 gallons. The average ordering amount is 1,250 gallons. Deliveries to be made Monday thru Thursday, from 7AM-4PM.

The co-op members will advise as to their particular requirements (see page 25).

Delivery time for Sodium Hydroxide to be 7 calendar days from order placement by City.

A blanket purchase order shall be issued to the contractor with orders being called in against it on an "as needed basis". Invoicing shall be upon each shipment based on unit price per proposal. All prices quoted shall be FOB Delivered to a specific City of Margate address. The invoice shall indicate purchase order number, unit price, extensions, total billed and any allowable cash discounts.

Bids will be considered only from manufacturers or their authorized distributors. The authorized distributor must regularly maintain a substantial stock of materials bid upon and must be actively engaged in the sale of the bid commodity.

Such stock and facilities may be examined by a representative of the City at any time either before an award is made or during the term of the contract.

Such stock and facilities may be examined by a representative of the City at any time either before an award is made or during the term of the contract.

The City reserves the right during the contract period to determine by independent tests if the product(s) supplied meet aforementioned specifications. The cost of the test is to be paid for by the City if the sample meets specifications and by contractor if it does not. In addition, the facilities of the Florida State Department of Agriculture Testing laboratories may be used for any referee testing. Failure to meet specifications will result in prevailing testing rate cost to be borne by the Supplier.

Under no circumstances shall the contractor start work until the certificate of insurance is received and approved by the city.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury or loss to all employees on the work site and other persons and organizations who may be affected thereby; all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

If delivery requirements cannot be fulfilled by the Contractor, the City retains the right to cancel the order and make such purchases on the open market and contractor shall be liable for all price differences if delivery failure is not a case of FORCE MAJEURE.

The contractor shall assure the City that each delivery truck will be in A-1 mechanical condition and will have a properly licensed capable driver trained in the proper handling, use and operation of equipment required for delivery.

The contractor shall assure the City that when in the opinion of the City an emergency condition exists, TRAINED EMERGENCY CREW WITH PROPERLY FITTED EQUIPMENT will be made available to the City via a telephone call to the contractor, telephone answering service, pager, cellular phone or other designated telephone number.

At the time of bid submission, the bidder shall supply the following information:

Location of nearest emergency station.

Name of person in charge of emergency crews.

Telephone numbers, pagers, cellular, etc. to be called for emergency service or normal maintenance.

Time periods during which service will be made available from the contract numbers provided to ensure 24 hours coverage.

It is understood by the successful bidder that the above information shall be continually updated as revisions occur during the contract period.

City may terminate agreement with Contractor upon thirty (30) days written notice for any reason.

The participating agencies, delivery locations and contact persons are as follows:

City of MARGATE

Location:

Wastewater Treatment Plant (west plant)

6630 NW 9 Street

Margate FL 33063

Location contact person: Wendell Wheeler

Ph: 954/972-0828 x228

Estimated annual usage: 4,920 gallons

Average ordering amount 1,250 gallons

Tank size: one (1) tank 3,000 gallons

Fittings: 2" male Cam lock

Special requirements: Delivery from Monday thru Thursday, 7:00 AM to 4:00PM.

Purchasing Contact: Connie Guzzi

Ph: 954/935-5340

City of Boca Raton

Utility Services

Location 1:

Water Treatment Plant

1301 Glades Road

Boca Raton FL 33431

Location contact person: Shawn Sexton

Ph: 561-338-4324

Estimated annual usage: see below

Average ordering amount: 3,500 gallons

Tank size: two (2) 4,000 gallon

Fitting: 2" Cam lock

SPECIAL REQUIREMENT: none

Location 2:

Wastewater Treatment Plant

1501 Glades Road

Boca Raton FL 33431

Location contact person: Ed Catalano

Ph: 561-338-7332

Estimated annual usage: see below

Average ordering amount: 4,500 gallons

Tank size: one (1) 6,500 gallons

Fitting: 2" Cam lock

SPECIAL REQUIREMENT: none

Estimated Annual Usage for both locations – 35,000 gallons

Purchasing contact: Alicia Kalish 561-393-7876

City of COOPER CITY
Cooper City Utilities
11791 SW 49 Street
Cooper City FL 33330
Location contact person: George Garba
Ph: 954/434-5519 or 954/434-5510
Usage: 16,000 gallons/yr
Average ordering amount 3,500 gallons
Tank Size: 15,000 gallons
Fitting: 2" Cam lock type
SPECIAL REQUIREMENTS: Morning deliveries please
Purchasing Contact: Kerri Anne Fisher, Purchasing Agent
954/434-4300 x 268

City of DEERFIELD BEACH
Water Treatment Plant
200 Goolsby Blvd
Deerfield Beach FL 33442
Location contact person: Wayne Miller
Ph: 954/480-4369
Estimated annual usage: 8,000 gal
Average ordering amount: 3,300 gallons
Tank size: 4,500 gallons
Fitting: cam lock
Special requirements: none
Purchasing Contact: Donna Council
Ph: 954/480-4380

City of Ft Lauderdale
Water Treatment Plant
1500 S State Road 7
Ft Lauderdale FL 33317
Location contact person: Cesar Alza
Ph: 954/828-7505
Estimated annual usage: 122,500 gal
Average ordering amount 3,500 gallons
Tank size: one (1) 12,500 gal bulk tank and one (1) 560 gallon day tank
Fitting: 2" cam lock
Special requirements: none
Purchasing Contact: Bob McKenney, Procurement Specialist II
Ph: 954/828-7505

City of HOLLYWOOD

Location 1:

Water plant

3441 Hollywood Blvd

Hollywood FL 33021

Location contact person: Tim Foard or Jim Munro

Ph: 954/967-4230

Estimated annual usage: 62,000 gallons

Average ordering amount 3,500 gallons

Fitting: 2" Cam lock

Tank sizes: two (2) 5,300 gal/ea

SPECIAL REQUIREMENTS: Delivery between 8AM – 5PM Monday - Friday

City of HOLLYWOOD

Location 2:

Southern Regional Wastewater Treatment Facility

1621 N 14th Avenue

Hollywood FL 33021

Location contact person: Steve Farrell

Ph: 954/921-3288

Estimated annual usage: 13,500 gallons

Average ordering amount: 1000 gallons

Fitting: 2" Cam lock

Tank sizes: one (1) 1,000 gal, one (1) 500 gal, one (1) 750 gal

Special requirements for both locations: none

Purchasing Contact: Ralph Dierks

Ph: 954/921-3223

.....
City of MIRAMAR

Location 1:

West Water Plant

4100 S Flamingo Road

Miramar FL 33027

Location contact person: Keith Clark or Gene Pennetti

Ph: 954/438-1228 or 954/438-1231

Estimated annual usage: 30,000 gallons

Average ordering amount 3,500 gallons

Tank size: one (1) tank 15,000 gallons

Fittings: 2: Cam lock

Special requirements -none

City of MIRAMAR (cont)

Location 2:

Wastewater Plant

13900 Pembroke Road

Miramar FL 33027

Location contact person: Vernal Spence, Asst Utility Plant Manager

Ph: 954/883-5000

Estimated annual usage: 3,500 gal

Average ordering amount: 1,000 gal

Tank size: 1,500 gal

Fitting: no information given

Special requirements: none

Purchasing Contact: Margaret Palomino, Purchasing Agent

Ph: 954/602-3052

City of NORTH MIAMI BEACH

Norwood Water Treatment Plant

19150 NW 8 Avenue

Miami Gardens FL 33021

Location contact person: Raul Sotelo/Carlos Aguilera

Ph: 305/652-6460

Estimated annual usage: 130,000 gallons

Average ordering amount 3,500 gallons

Tank size: one (1) tank 30,000 gallons

Fittings: 2" Cam lock

Special requirements – Deliver Monday – Friday 7:00 AM – 4:00 PM

Purchasing Contact: Yocelyn Galiano Gomez

Ph: 305/948-2946

City of PEMBROKE PINES

Wastewater Treatment Plant

13955 Pembroke Road

Pembroke Pines FL 33027

Location contact person: John Katzelnik

Ph: 954/435-6721

Estimated annual usage: 28,920 gallons

Average ordering amount 1,000-1,400 gal

Tank size: three (3) - 1,000 gal/ea

Fitting: 2" Cam lock

Special requirements: none

Purchasing Contact: Terri Burzo, Contract Administrator

Ph: 954/437-1111

City of PLANTATION

Location #1:

Central Plant

700 NW 91 Avenue

Plantation FL

Location contact person: Victor Pedlar

Ph: 954/452-2544

Tank sizes: one 10,000 gal

Average ordering amount: 3,500 gallons

Fitting: 2" Cam lock male fitting

Special requirements: none

Location #2:

East Plant

500 NW 65 Avenue

Plantation FL

Location contact person: Water Operations Supervisor Victor Pedlar

Ph: 954/452-2544

Average ordering amount: 3,500 gallons

Fitting: 2" cam lock male fitting

Tank sizes: one 4,000 gal

Special requirements: none

Estimated annual usage: 14,000 gallons for both locations

Purchasing Contact: Charles Spencer, Jr.

Ph: 954/452-2544

City of POMPANO BEACH

Water Treatment Plant

1205 NE 5 Avenue

Pompano Beach FL 33060

Location contact person: Alan Clark

Ph: 954/545-7045

Estimated annual usage: 8,949 gal

Average ordering amount 2,983 gallons

Tank size: 4,000 gallons

Fitting: 2" Cam lock

Special requirements: none

Purchasing Contact: Leeta Hardin, General Services Director

Ph: 954/786-4098

City of SUNRISE

Location 1:

14150 NW 8 St

Sunrise FL 33325

City of Sunrise (cont)

Location contact person: Karl Thompson

Ph: 954/888-6003

Average ordering amount 3,500 gal

Tank sizes: one (1) - 1,200 gal and two - 2,500 gal

Location 2:

4350 Springtree Drive

Sunrise FL 33351

Location contact person: Ken Overington

Ph: 954/572-2424

Average ordering amount 800 gal

Tank size: one (1) 1,500 gal

Location 3:

777 Sawgrass Corp Parkway

Sunrise FL 33325

Location contact person: Doug Kerwin

Ph: 954/888-6045

Average ordering amount 3,500 gal

Tank size: two (2) 12,000 gal

The following are totals for ALL SUNRISE locations:

Estimated annual usage 60,000 gallons

Fitting: 2" cam locks all sites

Special requirements: none

Operations Director: Greg Sutherland

Ph: 954/888-6073

Purchasing Contact: Holly Raphaelson

Ph: 954-888-6073

Village of Wellington

BID NO. 2009-003

**Village of Wellington
Water Treatment Plant
1100 Wellington Trace
Wellington FL 33414
Location contact person: Sean McFarland
Ph: 561/753-2465
Estimated annual usage: 7,000 gal
Average ordering amount 3,500 gallons
Tank size: 4,000 gallons
Fitting: 2" Cam lock
Special requirements: none
Purchasing Contact: James Volkman
Ph: 561/791-4101**

REFER ALL TECHNICAL QUESTIONS REGARDING THIS PROPOSAL TO MR. GREGORY GUSTITUS AT 954/972-0828.

REFER ALL NON-TECHNICAL QUESTIONS TO MS. CONNIE GUZZI AT 954/ 972-6454.

REFER TO SITE INSPECTION UNDER GENERAL CONDITIONS.

PLEASE HAVE YOUR INSURANCE AGENT REVIEW ALL INSURANCE REQUIREMENTS TO ENSURE COMPLIANCE WITH BID DOCUMENTS.

BID PROPOSAL FORM BID NO. 2009-003

**BID TO: CITY COMMISSION
CITY OF MARGATE**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform the WORK as specified or indicated in said Contract Documents entitled:

**BID NO. 2009-003
FURNISH AND DELIVER SODIUM HYDROXIDE**

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.

3. The Bid will remain open for the period stated in the Notice Inviting Bids unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Notice Inviting Bids and the Instructions to Bidders, and will furnish the insurance certificates, Payment Bond and Performance Bond required by the Contract Documents.

4. It is the Contractor's responsibility to contact the City prior to the bid opening to determine if any addenda have been issued on the project. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is acknowledged):

Number	Date
_____	_____
_____	_____
_____	_____

5. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.

6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

VENDDOR NAME _____

To all the foregoing, and including all Bid Schedule(s) and Information Required of Bidder contained in this Bid Form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment thereof the Contract Price based on the Total Bid Price(s) named in the aforementioned Bidding Schedule(s).

NAME OF FIRM: _____

ADDRESS: _____

NAME OF SIGNER _____
(Print or Type)

TITLE OF SIGNER _____

SIGNATURE: _____ DATE: _____

TELEPHONE NO.: _____ FACSIMILE NO. _____

SCHEDULE OF BID PRICES – BID NO. 2009-003

TO: CITY COMMISSION
CITY OF MARGATE

(Please fill in all blanks and return with your proposal.)

In accordance with your request for proposals and the specifications contained herein, the undersigned proposes the following:

DESCRIPTION	COST
ITEM #1	
TOTAL COST PER GALLON OF SODIUM HYDROXIDE DELIVERED PER TRUCKLOAD (MIN 3500 GAL)	\$ _____/GAL
Per bid specifications	

ITEM #2	
TOTAL COST PER GALLON OF SODIUM HYDROXIDE DELIVERED LESS THAN TRUCKLOAD	\$ _____/GAL
Per bid specifications	

AWARD WILL BE MADE BY ITEM# *****

ALL BIDS MUST BE SIGNED WITH THE VENDOR NAME AND BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM BY SIGNATURE.

NON-COLLUSION AFFIDAVIT ENCLOSED? YES _____ NO _____

MATERIAL SAFETY DATA SHEETS ENCLOSED? YES _____ NO _____

SPECIFICATION SHEETS/BROCHURES? YES _____ NO _____

HAVE YOUR INSURANCE REPRESENTATIVE REVIEW THE SAMPLE INSURANCE CERTIFICATE TO ENSURE COMPLIANCE.

VENDOR NAME _____

REFERENCE SHEET

In order to receive Bid Award Consideration on the proposed bid, it is a required that this sheet be completed and returned with your bid/proposal. This information may be used in determining the Bid Award for this project.

BIDDER (COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

TELEPHONE: _____ FACSIMILE: _____

NUMBER OF YEARS IN BUSINESS: _____

ADDRESS OF NEAREST FACILITY: _____

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS OR SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR.

1. Company Name: _____

Address: _____ Phone: _____

Contact Person: _____ Title: _____

2. Company Name: _____

Address: _____ Phone: _____

Contact Person: _____ Title: _____

3. Company Name: _____

Address: _____ Phone: _____

Contact Person: _____ Title: _____

CITY OF MARGATE
NON-COLLUSION AFFIDAVIT

This affidavit is to be filled in and executed by the bidder, if the bid is made by a Corporation, then by its Chief Officer. This document must be submitted with the bid.

STATE OF _____

ss

COUNTY OF _____

being first duly sworn, deposes and says that _____

residing at _____ and _____

residing at _____ and _____

residing at _____ (is/are)

the only person(s) with (him/them) in the delivery of the materials bid upon or the services performed under these specifications; that the said bid is made without any connection or common interest in the profits with any other persons making any bid or proposal for the said work; that the said contract is on (his/their) part in all respects fair and without collusion or fraud; and also that no head of any department or any employee therein; or any officer of the City of Margate is directly or indirectly interested therein.

BIDDER'S AUTHORIZED SIGNATURE: _____

Subscribed and sworn to before me this _____ day of _____, 2009

BID NO. 2009-003

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

BID 2009-003
SODIUM HYDROXIDE

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A**

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$ 500K PRODUCTS-COMP/OP AGG. \$ 500K PERSONAL & ADV. INJURY \$ 500K EACH OCCURRENCE \$ 500K FIRE DAMAGE (Any one fire) \$ 50K MED. EXPENSE (Any one person) \$ 5K
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ 100K BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
X	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	NOTE: Where applicable, the insured shall provide a copy of authorized certificate of Workers Compensation Exemp.			<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ 100K DISEASE-POLICY LIMIT \$ 300K DISEASE-EACH EMPLOYEE \$ 100K
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CITY OF MARGATE ADDITIONAL INSURED FOR GENERAL LIABILITY ONLY

CERTIFICATE HOLDER

CITY OF MARGATE
 (NAME OF DEPARTMENT)
 5790 MARGATE BLVD
 MARGATE FL 33063

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

Bidder certifies that all material, equipment, etc. contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the bidder.

OCCUPATIONAL HEALTH AND SAFETY MATERIAL SAFETY DATA SHEET REQUIRED:

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a MATERIAL SAFETY DATA SHEET (MSDS). The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substances, including:
 - 1. The potential for fire, explosion, corrosivity and reactivity
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3. The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

DRUG-FREE WORKPLACE PROGRAM FORM

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. In the event that none of the tied vendors have a Drug-free Workplace program in effect the City reserves the right to make final Decisions in the City's best interest. 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 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 or 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 convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation.

If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER: _____

DATE: _____

**CITY OF MARGATE
STATEMENT OF NO BID**

IF YOU DO NOT INTEND TO BID ON THIS PROPOSAL RETURN THIS FORM TO ADDRESS WHERE BID TO BE SUBMITTED:

I/We have declined to bid on your proposal No.:2009-003

Bid Description: FURNISH AND DELIVER SODIUM HYDROXIDE

For the following reason:

- ___ 1. Specifications are too tight, i.e. geared toward one brand or manufacturer only. (Explain reason below.)
- ___ 2. Insufficient time to respond to invitation.
- ___ 3. We do not offer this commodity/service or equivalent.
- ___ 4. Our product/service schedule would not permit us to perform.
- ___ 5. Unable to meet specifications.
- ___ 6. Unable to meet bonding requirements.
- ___ 7. Specifications unclear (Explain below).
- ___ 8. Other (Specify below).

REMARKS: _____

Attach additional pages if required.

I/We understand that if the NO BID form is not executed and returned, our name may be deleted from the list of qualified bidders for the City of Margate.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____ DATE: _____

SIGNATURE OF BIDDER: _____

