

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation to Bid or Request for Proposals represents a cooperative procurement for the Southeast Florida Governmental Purchasing Co-Operative Group.

For the past several years, approximately twenty-six government entities have participated in cooperative purchasing in Broward County. The Co-Op was formed in an effort to provide cost savings and cost avoidance's 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 Co-Operative Group 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 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 numbers, contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.

Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Co-Operative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Co-Op members may participate in their 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.

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 CO-OPERATIVE GROUP
"WORKING TOGETHER TO REDUCE COSTS"

**Southeast Florida Governmental Purchasing Co-Operative Group
Invitation to Bid**

To our Prospective Vendors:

The attached Invitation to Bid represents a cooperative bid for the Southeast Florida Governmental Purchasing Co-Operative Group for the following commodity:

Hydrofluosilicic Acid (23-25%)

The agencies participating in this bid, respective delivery locations, and estimated annual usage information is as follows:

1. Broward County OES/EOD

Facility Name: 1A WTP

3701 N. State Road 7

Lauderdale Lakes, FL 33319

Contact: Jack Tardif (954) 497-3616/Anne Birch (954) 497-3600

Facility Name: 2A WTP

1390 NE 50 Street

Pompano Beach, FL 33064

Contact: John Kay (954) 360-1367/Guy Bartolotta (954) 360-1351

TOTAL: 300,000 lbs.

2. City of Hollywood

Facility Name: Water Treatment Plant

3441 Hollywood Blvd.

Hollywood, FL 33021

Contact: Bob Boyce (954) 967-4230

TOTAL: 250,000 lbs.

3. City of Fort Lauderdale

Facility Name: Fiveash Water Treatment Plant

4321 NW 9 Avenue

Fort Lauderdale, FL 33309

Contact: Craig Canning (954) 492-7865

Facility Name: Peele-Dixie Water Treatment Plant

1500 S. State Road 7

Fort Lauderdale, FL 33317

Contact: Craig Canning (954) 492-7865

TOTAL: 824,000 lbs. – Tanks equipped with 3” fill hose connections. Each plant equipped with air padding compressor.

4. City of Lauderhill

**Facility Name: Lauderhill Water Plant
2101 NW 49 Avenue
Lauderhill, FL 33313
Contact: Randy Arline (954) 730-2912**

TOTAL: 96,000 lbs.

5. City of Pompano Beach

**Facility Name: Water Treatment Plant
301 NE 12 Street
Pompano Beach, FL 33060
Contact: James Bandi (954) 786-4188**

TOTAL: 190,000 lbs.

Each agency may have specific special requirements in regard to method of delivery and delivery schedule. It will be the responsibility of the individual agency to coordinate those requirements with any subsequent contractor.

The agency responsible for issuing this bid is the City of Fort Lauderdale.

It is anticipated that the bid award will be effective:

April 7, 2001 or when approved by the City

PURCHASING DIVISION
100 N. ANDREWS AVENUE
FORT LAUDERDALE, FL 33301
(954) 761-5140
FAX (954) 761-5576

City of Fort Lauderdale
INVITATION TO BID/REQUEST FOR PROPOSAL
e-mail: purchase@ci.ftlaud.fl.us

ISSUE DATE: 2/13/01
PAGE 1 OF 14
**BIDS MUST BE RECEIVED
PRIOR TO 2:00 P.M.
ON: 3/13/01**

INVITATION TO BID NO.: **612-8446**

TITLE: **Hydrofluosilicic Acid (23-25%) (BULK DELIVERY ONLY)**

PROCUREMENT SPECIALIST: Marsha M. Perri, CPPB/MarshaP@ci.ftlaud.fl.us (954) 492-7816

DEPT: **Public Services/Treatment**

CONTACT FOR TECHNICAL QUESTIONS: **Craig Canning**

Phone No.: (954) 492-7865

Bidder Must Complete the Following:

Vendor Name	Total Bid Discount (section 1.04) _____
Number & Street:	Bids are firm for Acceptance for 90 days (section 1.05) Yes _____ No _____ Other _____
City, State, Zip (+4) (see General Conditions Section 1.01)	
Was this Invitation mailed to the Correct address? Mark "X" here <input type="checkbox"/> and we will adjust our records	State or reference any variances (section 1.06)
Area Code and Telephone No. () _____ 800 _____	Web site address: http://www
FAX () _____	NO BID: If not submitting a bid, state reason below and return on copy of this form (section 1.07) _____
e-mail: _____	Does your firm qualify for MBE, WBE, SBE status In accordance with Section 1.08 of General Conditions? MBE _____ WBE _____ SBE _____
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	
Payment Terms: (section 1.03) _____ net _____	

How to Submit Bids/Proposals: It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Purchasing Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Do not submit via Facsimile. Facsimile bids will not be accepted.

Each bid envelope must be sealed with the following information stated on the **OUTSIDE** of the envelope:

BID/RFP No. **612-8446**

Title: **Hydrofluosilicic Acid**

Opens: **3/13/01**

Vendor Certification: I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.

Signature of Authorized Representative

Title (Typed or Printed)

Name of Authorized Representative (typed or printed)

Date:

**City of Fort Lauderdale
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 **BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. The mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in it's purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

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

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

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

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

Part II DEFINITIONS/ORDER OF PRECEDENCE

- 2.01 **BIDDING DEFINITIONS:** The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement, or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

- 3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

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

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

**City of Fort Lauderdale
Purchasing Division
Invitation to Bid 612-8446
Hydrofluosilicic Acid (23-25%) (Co-Operative Bid)**

Part 1. General Information

- 1.01 Intent:** The City of Fort Lauderdale is hereby seeking bids, from qualified firms, to supply hydrofluosilicic acid (23-25%), as per the terms, conditions, and specifications contained in this document.
- 1.02 Contract Term:** The contract term shall be for a period of two (2) years, commencing approximately April 7, 2001, or when approved by the City. The contract shall have provisions for extensions up to two (2), two-year periods, provided: both parties to the agreement approve; all terms, conditions and specifications remain the same; and the extension is approved by the City.
- 1.03 Information:** For information regarding bidding procedures, contact:

**Marsha M. Perri, CPPB
Procurement Specialist II
Public Services Department
Telephone: (954) 492-7816
FAX: (954) 492-7881**

For information concerning technical specifications, contact:

**Craig Canning
Water Treatment Plant Manager
Public Services Department
(954) 492-7865**

Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.

No oral order, objection, claim or notice by any party to the other, either before or after execution of this bid, shall affect or modify any of the terms or obligations contained in any of the documents comprising this bid.

- 1.04 Competency of Bidders:** Pre-award inspection of the bidders facility may be made prior to award of the contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in the Invitation to Bid and who can produce evidence that they have established a satisfactory record of performance for a reasonable period of time; have sufficient financial support, sufficient delivery fleet and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions stated herein.
- 1.05 Award:** Award will be made to the responsive and responsible bidder whose product and/or service meets the terms, conditions, and specifications, and whose bid is considered to best serve the City's interest.
- 1.06 Delivery:** The product listed in this Invitation to Bid is to be delivered on an "as required" basis to any location stated by the participating agencies referenced in this bid. The specific location(s) will be designated by the ordering agency.
- 1.07 Payment:** Payment will be made upon each shipment after receipt of services requested and approval of invoice for such services.
- 1.08 Selling, Transferring or Assigning Contract:** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City.
- 1.09 Laws/Ordinances:** The Contractor shall observe and comply with all Federal, State, local and municipal laws, ordinances, rules and regulations that would apply to this contract.

- 1.10 Permits, Taxes, Licenses:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, State and Federal laws, rules and regulations applicable under this contract. This provision also includes City issued permits.
- 1.11 Tax Exemption:** Exclude from your bid price any State Sales Tax or Federal Excise Tax. The City of Fort Lauderdale is exempt from paying these taxes. Exemption numbers appear on the purchase order.
- 1.12 Signature Requirement:** Bidder please insure that you have signed Page 1 of this Invitation to Bid. Omission of a signature on that page may result in the rejection of your bid.
- 1.13 Minority Participation:** The City of Fort Lauderdale wants to increase the participation of minority business enterprise (MBE) and women business enterprise (WBE) in it's purchasing activities. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. If your firm qualifies, please indicate in Section 1j. on the front page of this Invitation to Bid.

If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

- 1.14 Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 187.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 1.15 Lobbying Activities: All Bidders/Proposers Please Note:** Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.ftlaud.fl.us/documents/index.htm>.

Part 2. Special Conditions

- 2.01 Purpose:** The City of Fort Lauderdale is hereby requesting bids from qualified vendors, to supply hydrofluosilicic acid as per the terms, conditions, and specifications contained in this document.
- 2.02 Consideration for Award:** The City reserves the right to consider a bidder's history of citations and/or violations of environmental regulations in determining a bidder's responsibility, and further reserves the right to declare a bidder not responsible if the history of violations warrant such determination. Bidder shall submit with the bid a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed an affirmation by the bidder that there are no citations or violations. Bidder shall notify the City immediately of notice of any citation or violation received after the bid opening date and during the time of performance of any contract awarded to the bidder.
- Other considerations for award include:**
- ✓ **The ability and capacity of the bidder to perform the requirements of the bid.**
 - ✓ **The availability and quality of the bidder's product to the required use.**
- 2.03 Quantities:** All quantities listed are estimates of annual needs and may be increased or decreased to meet the requirements of the City. No warranty is given or implied as to the exact quantities that will be used during the term of this contract.

2.04 Insurance Requirements: Without limiting any of the other obligations or liability of the Contractor, Contractor shall provide, pay for, and maintain in force throughout the contract term and any extension term(s), the insurance coverage set forth in this section. **The Contractor shall furnish original certificates to the City's Purchasing Manager, and receive approval by the City's Risk Manager, PRIOR to the commencement of any work. Such certificates shall name the City and any other participating government agency in Broward County, named herein, as an "Additional Insured".**

Notice of cancellation and/or restriction: The policy(s) must be endorsed to provide the City with thirty (30) days notice of cancellation and/or restriction.

2.04.01 Worker's Compensation Insurance & Employers Liability Insurance to apply for all employees, in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy must include:

2.04.01.01 Employers Liability: Minimum limits of one hundred thousand (\$1,000,000.00) dollars each accident.

2.04.01.02 If any operations are to be undertaken on or about navigable waters, coverage must be included for the U. S. Longshoremen and Harbor Workers Act and Jones Act (if applicable).

2.04.02 Comprehensive General Liability: Minimum limits of five hundred thousand (\$500,000.00) dollars per occurrence combined single limit for Bodily Injury damage and Property Damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

2.04.02.01 Premises and/or operations

2.04.02.02 Independent Contractors

2.04.02.03 City and any other government entity in Broward County, named herein, is to be included as an "Additional Insured" with respect to liability arising out of operations performed for the City, in connection with the general supervision of such operation.

2.04.03 Business Automobile Liability: Minimum limits of five hundred thousand (\$500,000.00) dollars per occurrence combined single limit for Bodily Injury Liability and Property policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

2.04.03.01 Owned Vehicles

2.05 Method of Delivery: Shipments will be made in increments of 40,000 to 50,000 lbs. and will be made upon telephone request as required OR on a keep full basis if elected by the vendor. If the Peele/Dixie storage tanks can not accommodate a full delivery, the balance of the order will be drop shipped to an alternate storage facility within the the Fiveash Water Treatment Plant at no additional cost to the City except applicable demurrage charges, if any.

The delivery containers shall have been cleaned immediately prior to filling and shall be protected against the introduction of impurities during the filling and delivery processes. Periodically, the City may run tests to ascertain compliance with set criterion for purity and any delivery with contaminants will be rejected.

2.06 Delivery Schedule: Delivery will be made within 24 hours after notification. Normal delivery supply by tank truck will be made between the hours of 7:30 am and 3:00 pm Monday through Friday. Emergency orders will be filled upon specific request.

If the supplier is unable to meet delivery requirements, the City reserves the right to purchase hydrofluosilicic acid on the open market until such time the supplier can meet the requirements. Any additional costs incurred to the City will be assessed to the supplier unless failure to supply is caused by **Force Majeure**.

- 2.07 Weight Certificate:** Upon delivery, the quantity of material delivered is to be verified with the City's tank rota gauge reading having automatic shut off when full, and is further verifiable with a volume level gauge reading. Weight certificates may or may not be required. If there is any discrepancy in weight certificates and gauge readings, the rota gauge reading will govern.
- 2.08 Testing:** The City of Fort Lauderdale reserves the right during the contract period to determine if the product supplied meets applicable specifications. Additionally, 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 costs to be borne by the supplier.
- 2.09 Pricing:** Prices quoted shall be firm for the contract period except rail freight rates which will be adjusted to the rate in effect at the time of shipment.

During the period of this contract, if the City is able to purchase hydrofluosilicic acid per these specifications on the open market at prices less than the contract price, the seller shall meet these prices or the City may negotiate for a new contract on the open market.

- 2.10 Shipping Rates:** Rates quoted shall be on a delivered basis, consistent with the shipping rates in effect on the date set forth in our proposal form, and shall include all fuel surcharges. If freight rates, including rail, are advanced during the contract period the City will accept claims for freight adjustments. If freight rates are reduced, the City is to receive the benefit of the reduction. Supplier will be required to submit proof of freight rate changes. Material will be shipped the cheapest way with final delivery via tank truck.

The City will permit the supplier to adjust shipping rates from the manufacturer's works to our storage tanks where shipped directly to the City, or where shipped from a manufacturer's works to a distributor's repackaging facility. Increase in transportation costs beyond a distributor's repackaging site cannot be assessed to the City. All transportation cost factors for hauling from distributor's repackaging site to City destination points should be calculated in the delivered bid price, including all unloading charges.

The supplier is obligated to notify the City in writing when a change in freight rates occurs; indicating the date the change is effective. Such notification is to be directed to the Office of the Purchasing Manager. Freight paid will be the rate in effect at the time of shipment; however, no increase will be paid without advance notification of increase.

- 2.11 Acceptance Upon Delivery:** By terms of any subsequent agreement, any delivery of fluosilicic acid delivered at less than minimum concentrations as agreed upon herein, where elected by the City, can be retained by the City with price adjusted accordingly to compensate for the concentration differential. No compensation will be made to the supplier for shipments above the concentration level specified. The City further reserves the right to return any shipment where the strength of the product and its application is questionable to our feed system. Any rejected material will be returned at full expense to the supplier.
- 2.12 Invoicing:** Upon each shipment on a delivered basis, freight prepaid, reflecting purchase order number, ordering department, quantity delivered per verified gauge readings, unit price, extensions, total sum billed, and any allowable cash discounts. Where freight rate is subject to adjustment, invoice is to indicate freight rate in effect at time of shipment.
- 2.13 Force Majeure:** Seller's failure to make, or buyer's failure to take any delivery or deliveries when due, 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, that the party affected by such **Force Majeure** shall promptly notify the other of the existence hereof, and of its expected duration, and the estimated effect, thereof, upon its ability to perform its obligations hereunder.

Such party shall promptly notify the other party when such **Force Majeure** circumstances have ceased to affect 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 to be delivered hereunder remains unchanged. As used herein, the term **Force Majeure** shall include any Act of God

or the public enemy, accident, explosions, 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 or delay of transportation, shortage of or inability to obtain supplies, equipment, fuel or labor, or any other circumstance of similar or different nature beyond the reasonable control of the party so failing.

- 2.14 Safety Seminars:** If requested, the awardee will be required to give a minimum of two on-site training presentations per year. These presentations will cover all material safety data information, safe handling procedures and proper usage of the particular chemical in the work environment as prescribed by the controlling regulatory agency for your industry.

Part 3. Specifications

- 3.01 Commodity:** Hydrofluosilicic Acid, commercial strength 23-25% pure by weight, meeting AWWA specifications B703-71, or latest revision thereof. The fluosilicic acid supplied under these specifications shall be clean and free of visible suspended matter and shall contain not more than 0.020 percent of the "heavy metals", mercury, lead, bismuth, and copper, expressed as lead (Pb); and no soluble mineral or organic substances in quantities capable of a deleterious or injurious effect upon the health of those consuming water that has been treated properly with fluosilicic acid.

- 3.02 Containers:** Packing, shipping and shipping containers of all fluosilicic acid solutions shall conform to the current Interstate Commerce Commission and applicable intrastate regulations.

Bidder shall be responsible for unloading hydrofluosilicic acid into city storage vessels. The bidder shall furnish all equipment required for such transfer.

- 3.03 Delivery and Safety Measures:** A capable driver trained in the proper handling of hydrofluosilicic acid and the use and operation of equipment utilized in the transfer of acid from the bidder's vehicle to city storage containers will handle delivery.

Each tank truck shipment shall be provided with clear identification of the material and a warning of potential danger in handling. The information on the bill of lading shall include name of the product, the net weight, the percentage of acid, the name and address of the manufacturer, the lot number and the brand name, if any, and shall bear such markings as are required by applicable laws. Warning should include suggestions for rinsing away immediately all acid coming in contact with the skin and the thorough dilution of acid accidentally spilled.

The Bill of Lading shall also include the statement "This material meets requirements of B703-71 AWWA Standard for Fluosilicic Acid."

In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any item delivered from a contract resulting from this bid. The **MSDS** must be maintained by the using agency and must include the following information:

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

Any questions regarding this requirement should be directed to:

Department of Labor and Employment Security
Bureau of Industrial Safety and Health
Toxic Waste Information Center
2551 Executive Center Circle West
Tallahassee, FL 32301-5014
Telephone: 1-800-367-4378

- 3.04 Certified Analyses:** A certified copy of an assay test performed on hydrofluosilicic acid that will be supplied for the contract term will be furnished.
- 3.05 Rejection:** If material does not meet the chemical or physical requirement of this standard, notice shall be given to the vendor within 30 days after receipt of the chemical. In this event the vendor shall remove the product from the premises and replace it with a like amount of satisfactory material or make a price adjustment acceptable to the City.

Part 4. Proposal

Prices are promulgated on shipments of 40,000 lbs. to 50,000 lbs. delivered and unloaded into city storage tanks via tank truck. The price of hydrofluosilicic acid is to remain firm for the contract period for all charges except freight from the manufacturer's works where shipment is made directly to city storage tanks or where shipment is made to a supplier's distribution depot for repackaging.

Firm pricing will apply to all charges including any applicable fuel surcharges, superfund tax, and transportation costs incurred from a supplier's distribution depot (terminal point) for delivery and unloading to city storage.

NOTE: If a bidder elects to offer firm freight rates from a manufacturer's works the City is guaranteed that any decrease in freight rates is to the benefit of the City.

ESTIMATED ANNUAL USAGE: 1,660,000 lbs. (total combined use of all participants)

PRICE FOB DELIVERED AND UNLOADED: \$ _____
(Includes all transportation, fuel surcharges, and superfund tax, if imposed).

Superfund tax included above as enacted under the U. S. Comprehensive Environmental Response Compensation and Liability Act of 1980 is \$ _____/ton and is included in the above delivered price. Failure to include tax if this is imposed will not permit assessing tax to the City.

Manufacturer of Hydrofluosilicic Acid: _____
Typical % acid.

Shipment will be made from manufacturer's works:

(origin point)

and will be made:

CHECK WHERE APPLICABLE

	Freight Rate/Ton (per rate in effect January 1, 2001)	Fuel Surcharge/Ton
Via tank truck shipped directly From manufacturer's works to City's tanks.	_____	_____
To site of area depot and re-trucked to City's Storage	_____	_____

Depot Location: _____

Is freight rate equalized?
Equalization Point: YES _____ NO _____

Equalization Point: _____

Firm freight rates:

Above freight rates are not applicable as vendor offers firm freight rates for contract period for shipment from manufacturer's works with benefit of any decrease to account of manufacturer's works with benefit of any decrease to account of City. YES _____ NO _____

Check where applicable:

- a. Delivery will be made in minimum loads of 40,000 to 50,000 lbs. delivered and unloaded to City storage, permitting drop shipment of any excess load at Peele/Dixie Plant to Fiveash Plant _____ w/delivery via public carrier _____ or company truck _____.
- b. Deliveries will be made to City storage on a keep full basis _____.

Demurrage: City's unloading time is estimated at 4 hours with 20 deliveries per contract period. Projected demurrage beyond free time will be included in the bid tabulation.

Free unloading time is _____ hours
Demurrage rate after expiration of free time: \$_____/hour

Will weight certificate be provided?

Will all Safety Measures contained in Section 3.03 of Specifications be complied with?

Will Bill of Lading contain all requirements of Specifications pertaining to Delivery and Safety Measures?

Is a certified copy of the assay test of typical hydrofluosilicic acid supplied attached hereto?

Does acid comply with all applicable requirements of AWWA B703-71 (or latest revision)?

Some of the agencies participating in this bid do not own their own tanks. Please state lease arrangements for agencies which require that service: