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 Group for the following commodity/service:

FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT
BID NO. 2014-009

The participating agencies for this bid are:

City of Margate
City of Boca Raton
City of Cooper City
City of Dania Beach
Town of Davie
City of Deerfield Beach
City of Fort Lauderdale
City of Hallandale Beach
City of Hollywood
City of North Miami Beach
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.

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 Patricia Greenstein, Purchasing Manager, City of Margate, 5790 Margate Boulevard, Margate, FL 33063. All responses to this bid are to be returned in accordance with the instructions 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.

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 agency 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 GROUP 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,

Patricia Greenstein
Purchasing Manager
City of Margate

ACKNOWLEDGED BY:

_____
Company Name

_____ Date: _____
Authorized Signature and Title

_____
Printed Name

CITY OF MARGATE

BID NO. 2014-009
FURNISH AND DELIVER SODIUM HYDROXIDE

BID BOND REQUIRED: N/A

BID OPENING DATE: March 18, 2014

BID OPENING TIME: 11:00 AM

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

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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 Commiesion 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 that 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 11:00 A.M., Tuesday, March 18,2014 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: FURNISH AND DELIVER SODIUM HYDROXIDE (BID NO. 2014-009)"** 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.

COMPLETION OF WORK: Refer to **Special Conditions**

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. Sean McFarland
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.

Patricia Greenstein
Purchasing Manager

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 7 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. 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.

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.

Pursuant to the requirements of Section 255.05(l) (a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid payment and performance bonds in the public records of Broward County, with the CONTRACTOR to pay all recording costs.

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. Where equal is bid, proposals must be accompanied with factory information sheets (specifications, brochures, etc.) of unit bid as equal. The City shall be the sole judge of equality and our decision will be final in its best interest. Any equipment delivered under this proposal will be new, the manufacturer's latest model and carry the standard factory warranty.

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 that 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 and furnish all 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, 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 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 shall be required to obtain all necessary permits from the City Engineering and /or Building Departments. City permit fees will not be waived and should be included in your bid proposal.

27. **NOTICE TO PROCEED:** Refer to **Special Conditions** for delivery requirements.

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** as indicated on sample insurance certificate. 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 sample certificate. 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 proposers must disclose if any City of Margate employee is also an owner, corporate officer, or employee of their business. If such a relationship(s) exist, the Proposer 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. 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.

34. 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.

35. 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.

36. **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.

37. **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.

38. **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.

39. **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.

40. CONTRACTOR SERVICES AND RESPONSIBILITIES:

40.1 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.

40.2 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.

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

40.4 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.

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

40.6 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.

40.7 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.

40.8 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.

40.9 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.

40.10 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.

40.11 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.

40.12 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.

40.13 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.

41. 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.

42. 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.

43. 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, including but not limited to reasonable attorneys fees, 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. CHANGES IN THE WORK

50.1 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.

50.2 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.

50.3 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.

51. 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.

52. 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.

52.1 Where defective Work (and damage to other work resulting there from) 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.

53. WORK BY CITY OR CITY'S CONTRACTORS:

53.1 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.

53.2 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.

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

54. 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.

55. SUCCESSORS AND ASSIGNS

55.1 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.

56. TERMINATION FOR CONVENIENCE OF CITY: Upon thirty (30) 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.

57. 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.

58. 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.

59. **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.

60. **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.

61. **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.

62. **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.**

63. **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.

64. **DISPUTES: NOT WITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS 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 DETERMINED 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.

65. **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.

66. **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.

67. **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.

68. **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.

69. **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.

70. **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.

71. **ANTI-COLLUSION STATEMENT:** By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for

the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud.

72. **CONTRACT RENEWAL:** The City of Margate hereby bids for a one (1) year contract for services or supplies (unless otherwise indicated in the bid specifications), and that the contract shall automatically renew for an additional two (2) one (1) year extensions, providing both parties agree, providing all terms and conditions and specifications remain the same, providing for availability of funding.

73. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from the General Conditions shall have precedence.

74. **WORKING HOURS AND INSPECTIONS:** The City of Margate's working hours are Monday through Thursday 8 AM – 6 PM. CONTRACTOR must plan for and schedule inspections within the CITY'S working hours. CONTRACTOR can perform work Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the CITY 48 hours in advance. All requests must be approved by the City Manager.

75. **NO WAIVER:** No waiver of any provision, covenant or condition within this agreement or of the breach of any provision, covenant or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant or condition.

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, less than truckload and truckload deliveries, for the Department of Environmental and Engineering Services, located at 6630 NW 9 Street, Margate, FL 33063 and the participating members of the Cooperative. The contract will take effect approximately April 17, 2014.

The City of Margate hereby bids for a one (1) year contract for services or supplies (unless otherwise indicated in the bid specifications), and the contract shall automatically renew for an additional two (2) one (1) year extensions, providing both parties agree, providing all terms, conditions and specifications remain the same, providing for availability of funding.

The City will issue a notification of intent to renew 90 days prior to the expiration of the initial contract. Contractor 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 within seven (7) days of order placement. Materials are to be delivered to 6630 NW 9th Street, Margate, FL 33063. The City of Margate has an above ground tank for the storage of this commodity. Deliveries will be pumped into a tank equipped with a 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. There are no other special instructions.

Less than truckload deliveries are amounts less than 3,500 gallons. Truckload deliveries are for amounts over 3,500 gallons.

The Sodium Hydroxide must be certified to ANSI/NSF Standard 60 for use in drinking water.

The co-op members will advise as to their particular requirements (see pages 27-34).

The delivery time for Sodium Hydroxide is to be seven (7) calendar days from order placement by City.

A blanket purchase order will be issued to the contractor with orders being called in on an "as needed basis". Invoicing shall be upon each shipment based on unit price awarded. The invoice shall indicate purchase order number, unit price, extensions, total billed and any allowable cash discounts.

All prices bid shall be FOB Delivered to a specific City of Margate or participating cooperative agency address.

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.

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(S) WITH PROPERLY FITTED EQUIPMENT will be made available to the City via the Contractor provided emergency contact numbers.

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

1. Location of nearest emergency station.
2. Name of person in charge of emergency crews.
3. Contact information including telephone numbers, pagers, cellular, etc. to be called for emergency service.
4. Contact information including telephone numbers, pagers, cellular, etc. to be utilized for normal maintenance.
5. Time periods during which service will be made available from the contact numbers provided to ensure 24 hours coverage.

It is understood by the awarded Contractor(s) 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 follow:

City of Margate
Wastewater Treatment Plant (west plant)
6630 NW 9 Street
Margate FL 33063
Location contact person: Wendell Wheeler
Ph: (954) 972-0828 x228
Average order 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: Spencer Shambray (954) 935-5346

Estimated annual usage: 4,920 gallons

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City of Boca Raton
Location #1
Utilities Services
Water Treatment Plant
1301 Glades Road
Boca Raton, FL 33431
Location contact person: Shawn Sexton
Ph: (561) 338-7324
Average order amount: 3,500 gallons
Tank size: two (2) 4,000 gallons
Fitting: 2" Cam lock
Special requirements: none

City of Boca Raton
Location #2
Wastewater Treatment Plant
1501 Glades Road
Boca Raton, FL 33431
Location contact person: Ed Catalano
Ph: (561) 338-7332
Average order amount: 4,500 gallons
Tank size: one (1) 6,500 gallons
Fitting: 2" Cam Lock
Special requirements: none
Purchasing Contact: Lorie Messer (561) 393-7872

Estimated Annual Usage for both facilities: 40,000 gallons

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City of Cooper City
Cooper City Utilities
11791 SW 49th Street
Cooper City, FL 33330
Location contact person: George Garba
Ph: (954) 434-5519
Average order amount: 3,500 gallons
Tank size: 15,000 gallons
Fitting: 2" Cam Lock
Special Requirements: Delivery in the A.M.
Purchasing Contact: Kerri Anne Fisher (954) 434-4300 Ext. #268

Estimated Annual Usage: 16,000 gallons

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City of Dania Beach
1201 Sterling Road
Dania Beach FL 33004
Location contact person: Phil Skidmore
Ph: (954) 924-3747
Average order amount: 500 gallons
Tank Size: one (2) 260 gallons
Fitting: 1" Cam Lock
Special Requirements: None
Purchasing Contact: Tania Stevens (954) 924-6800 x 3671 (954) 922-5619 Fax

Estimated Annual Usage: 1,900 gallons

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Town of Davie
Water Treatment Plant
7351 SW 30TH Street
Davie, FL 33314
Location contact person: Neil Buckeridge
Ph: (954) 327-3748
Average order amount: 3,500 gallons
Tank sizes: Two (2) 9,850 gallons
Fitting: 2" Cam Lock
Special requirements: None
Purchasing Contact: Herb Hyman (954) 797-1016

Estimated annual usage: 16,000 gallons

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City of Deerfield Beach
Water Treatment Plant
290 Goolsby Boulevard
Deerfield Beach, FL 33442
Location contact person: Donald Bradley
Ph: (954) 480-4370
Average order amount: 3,800
Tank size: 4500 gallons
Fitting: 2" Cam Lock
Special requirements: None
Purchasing Contact: David Santucci (954) 480-4380

Estimated annual usage: 15,000 gallons

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City of Fort Lauderdale
Water Treatment Plant:
1500 S. State Road 7
Fort Lauderdale, FL 33317
Location contact person: Cesar Alza
Ph: (954) 828-7501
Average order amount: 3,500 gallons
Tank size: 12,500 gallons
Fitting: 3" Cam Lock
Special requirements: none
Purchasing Contact: Robert McKenney (954) 828-5139

Estimated annual usage: 74,000 gallons

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City of Hallandale Beach
Water Treatment Plant
630 NW 2nd Street
Hallandale Beach, FL 33009
Location contact person: Hal Elsasser
Ph: (954) 457-1632
Average order amount: 3,500 gallons
Fitting: 4" Cam Lock
Tank sizes: 6,000 gal tank
SPECIAL REQUIREMENTS: Delivery between 7AM – 5PM
Purchasing Contact: Hal Elsasser (954) 457-1632

Estimated annual usage: 7,800 gallons

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City of Hollywood
Location #1
Water Plant
3441 Hollywood Boulevard
Hollywood, FL 33021
Location contact person: Carlos Aquilera
Ph: (954) 967-4230
Estimated annual usage: 39,600 gallons
Average order amount: 3,500 gallons (TL only)
Fitting: 2" Cam Lock
Tank size: Two (2) 6,000 gallon tanks
Special requirements: Delivery times: 8:00 AM – 4:00 PM Mon-Fri

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: 20,000 gallons
Average order amount: 800 gallons
Fitting: 2" Cam Lock
Tank sizes: one (1) 500, (1) 700 and (1) 1,000 gal
Special requirements: Delivery times: 7:00 AM -7:00 PM Mon-Fri
Purchasing Contact: Ian Superville (954) 921-3552

Estimated annual usage both facilities: 59,600 gallons

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City of North Miami Beach
19150 NW 8 Avenue
Miami Gardens, FL 33169
Norwood Water Treatment Plant
Location contact person: Raul Sotelo
Ph: (954) 643-5683
Average order amount: 3,500 gallons
Fitting: 2" Cam Lock
Tank size: 25,000 gallons
Special requirements: Delivery Mon - Fri 8:00 AM to 3:00 PM
Purchasing Contact: Raul Sotelo (305) 650-0000 Ext. 3377

Estimated Annual usage: 39,600 gallons

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City of Plantation
Location #1
Central Water Treatment Plant
700 NW 91st Avenue
Plantation, FL 33324
Location contact person: Victor Pedlar
Ph: (954) 452-2544
Tank sizes: two (2) 1,800 gallon tanks
Average order amount: 3,500 gallons
Fitting: 2" Cam Lock male fitting
Special requirements: none

City of Plantation
Location #2
East Water Treatment Plant
500 NW 65th Avenue 33317
Plantation FL
Location contact person: Victor Pedlar
Ph: (954) 452-2544
Average order amount: 3,300 gallons
Fitting: 2" Cam Lock male fitting
Tank sizes: two (2) 1,800 gallon tanks
Special requirements: none
Purchasing Contact: Charles Spencer (954) 452-2544

Estimated annual usage both facilities: 14,000 gallons

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City of Pompano Beach
Location #1
Water Treatment Plant
301 NE 12 Street
Pompano Beach FL 33060
Location contact person: Control Room – operators – gate buzzer
Delivery instructions: enter on NE 3rd Ave/N of City garage/buzzer @ gate for entry
Ph: (954) 545-7006 Control Room
Average order amount 1,000 – 2,000 gallons
Tank size: 4,127 gallons
Fitting: 2" Cam Lock
Special requirements: none
Purchasing Contact: Otis Thomas (954) 786-4098

City of Pompano Beach
Location #2
Water Treatment Plant
1205 NE 5th Avenue
Pompano Beach, FL 33060
Location contact person: Phil Hyer
Ph: (954) 545-7030
Average order amount: 2,983 gallons
Tank size: 4,000 gallons
Fittings: 2" Cam Lock
Special Requirements: none
Purchasing Contact: Otis Thomas (954) 786-4098

Estimated annual usage both facilities: 8,000 gallons

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City of Sunrise
Location #1
14150 NW 8th Street
Sunrise, FL 33325
Location contact: Karl Thompson
Ph: (954) 888-6003
Average order amount: 2,500 gallons
Tank sizes: one (1) 1,200 gallons and two (2) 2,500 gallons

City of Sunrise
Location #2
4350 Springtree Drive
Sunrise, FL 33351
Location contact person: Ken Overington
Ph: (954) 572-2424
Average order amount: 800 gallons

Tank size: one (1) 1,500 gallons

City of Sunrise
Location #3
777 Sawgrass Corporate Parkway
Sunrise, FL 33325
Location contact person: Doug Kerwin
Ph: (954) 888-6045
Average order amount: 3,500 gallons
Tank Size: two (2) 12,000 gallons

The following information/totals are for all City of Sunrise locations:
Fittings: 2" Cam Lock
Special requirements: none
Operations Director: Greg Sutherland (954) 888-6073
Purchasing Contact: Holly Raphaelson (954) 572-2202

Estimated annual usage for all three (3) facilities: 135,000 gallons

****

Village of Wellington
Location #1
Water Treatment Plant
1100 Wellington Trace
Wellington, FL 33414
Location contact person: Karla Berroteran
Ph: (561) 753-2465
Average order amount: 3,500 gallons
Tank size: 5,000 gallons
Fittings: 2" Cam Lock
Special requirements: none

Estimated annual usage: 10,000 gallons

Village of Wellington
Location #2
Wastewater Treatment Plant
11800 Pierson Road
Wellington, FL 33414
Location contract person: Bryan Gayoso
Ph: (561) 753-2481
Average order: 3,700 gallons
Tank size: Qty. of two (2) 4,000 gallon tanks
Fittings: 2" Cam Lock
Special Requirements: None
Purchasing Contact: Emma Ramirez (561) 791-402

Estimated annual usage: 95,000 gallons
Estimated annual usage for both facilities: 105,000 gallons

****

REFER ALL TECHNICAL QUESTIONS REGARDING THIS PROPOSAL TO MR. SEAN MCFARLAND AT (954) 972-0828.

REFER ALL NON-TECHNICAL QUESTIONS TO MS. PATRICIA GREENSTEIN AT (954) 935-5355.

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. 2014-009

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:

FURNISH AND DELIVER SODIUM HYDROXIDE
BID NO. 2014-009

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_____

Number_____ Date_____

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.

VENDOR NAME:_____

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.

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. _____

E-MAIL ADDRESS: _____

SCHEDULE OF BID PRICES – BID NO. 2014-009

TO: CITY COMMSSION

- 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
TOTAL COST PER GALLON OF SODIUM HYDROXIDE DELIVERED – TRUCKLOAD (OVER 3500 GAL)	$_____/GAL
TOTAL COST PER GALLON OF SODIUM HYDROXIDE DELIVERED – LESS THAN TRUCKLOAD Per Bid Specifications	$_____/GAL

Minimum ordering amount _____gals (not less than 400 gal)

****

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.

MATERIAL SAFETY DATA SHEETS ENCLOSED? YES_____ NO_____

SPECIFICATION SHEETS/BROCHURES? YES_____ NO_____

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

WILL YOUR FIRM ACCEPT PAYMENT VIA A CITY OF MARGATE PROCUREMENT CARD?

PLEASE CIRCLE ONE YES NO

VENDOR NAME_____

BIDDER'S GENERAL INFORMATION:

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, and 8 will cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e., Items I through 9 inclusive) is delivered to the CITY.

(1) CONTRACTOR'S name and address:

_____

_____

_____

(2) CONTRACTOR'S telephone number: _____

(3) CONTRACTOR'S license: Primary classification _____

State License Number _____

Supplemental classifications held, if any: _____

Name of Licensee, if different from (1) above: _____

_____

_____

(4) Name of person who inspected site of proposed WORK for your firm:

Name: _____ Date of Inspection: _____

(5) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract: **NOT REQUIRED**

_____

_____

(6) ATTACH TO THIS BID the experience resume of the person who will be designated as supervisor for this project.

(7) ATTACH TO THIS BID a financial statement **(If Required)**, references, and other information, sufficiently comprehensive to permit an appraisal of CONTRACTOR'S current financial condition. **(Not Required)**

(8) List 3 projects completed as of recent date involving work of similar type and complexity:

PROJECT NAME	CONTRACT PRICE	NAME, ADDRESS AND TELEPHONE NUMBER OF OWNER

(9) Subcontractors: The Bidder further proposes that as part of their submittal attached is a list of subcontracting firms or businesses will be awarded subcontracts for portions of the work in the event the bidder is awarded the Contract.

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: _____

BID NO. 2014-009

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:
	PRODUCER CUSTOMER ID #:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1M
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$ 5K
							PERSONAL & ADV INJURY	$ 1M
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1M
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1M
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 500K
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $			Note:				$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			When applicable, the insured shall provide a copy of authorized certificate or			X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
				Workers Compensation Exemption			E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Margate additional insured for General Liability Only

CERTIFICATE HOLDER	CANCELLATION
The City of Margate (Department Name) 5790 Margate Blvd Margate, Florida 33063	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT
BID NO. 2014-009

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.

SIGNATURE:_____ DATE:_____

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 venders 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 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 OR FAX TO (954) 935-5258 ATTENTION PURCHASING DIVISION.

I/We have declined to bid on your proposal No. 2014-009

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 delete from the list of qualified bidders for the City of Margate.

COMPANY NAME: _____

ADDRESS: _____

_____

TELEPHONE NO: _____ DATE: _____

SIGNATURE OF BIDDER: _____