

**COPY**

**Solicitation 452-9222**  
**Liquid Chlorine - Rail Car Delivery**

**City of Fort Lauderdale**

## Bid 452-9222 Liquid Chlorine - Rail Car Delivery

Bid Number **452-9222**  
Bid Title **Liquid Chlorine - Rail Car Delivery**

Bid Start Date **In Held**  
Bid End Date **Jun 8, 2005 2:00:00 PM EDT**

Bid Contact **David E. Nash**  
**Procurement Specialist II**  
**Public Works/Building Services**  
**954-828-7816**  
**dnash@fortlauderdale.gov**

Contract Duration **1 year**  
Contract Renewal **4 annual renewals**  
Prices Good for **90 days**

Bid Comments **The City of Fort Lauderdale is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide liquid chlorine by rail car to the Public Works Department's water treatment plant in full accordance with the specifications, terms, and conditions contained in this Invitation To Bid (ITB).**

**For information concerning procedures for responding to this ITB, contact Procurement Specialist II David Nash at (954) 828-7816 or dnash@fortlauderdale.gov. For information of a technical nature, contact Water Treatment Manager Craig Canning at (954) 828-7865 or ccanning@fortlauderdale.gov. Such contact is to be for clarification purposes only. It is preferred that all questions be submitted through the RFPDepot website. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.**

**Beginning April 1, 2005, the City of Fort Lauderdale will use RFP Depot (www.rfpdepot.com) to distribute and receive bids and proposals. There is no charge to Vendors/Contractors to register and participate in this solicitation. However, vendor(s) agree to pay to RFP Depot a transaction fee of one percent (1%) of the total awarded amount (2% on aggregated bids) of all contracts for goods and/or services awarded to the vendor unless stated otherwise in the bid document. To assure that all vendors are treated equally, the fee will be payable by the awarded vendor/contractor regardless of whether the bid/proposal is submitted electronically or by paper means. Refer to www.rfpdepot.com for further information.**

### Item Response Form

Item	<b>Liquid Chlorine</b>
Quantity	<b>850 ton</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b> <u>War Memorial Auditorium</u> 800 NE 8th Street Ft. Lauderdale FL 33304-2867 <b>Qty 850</b>

#### Description

The Contractor shall provide liquid chlorine that is to be 99.5% pure by volume, free of iron and must meet AWWA specification B301-59 (or the latest revision). Additional requirements are included in the attached Special Conditions/Scope of Services.

**Item** **Purchasing Card Discount**  
**Quantity** **1 each**  
**Percentage**   
**Delivery Location** **City of Fort Lauderdale**  
War Memorial Auditorium  
800 NE 8th Street  
Ft. Lauderdale FL 33304-2867  
**Qty 1**

**Description**

The City has implemented a Purchasing Card Program through SunTrust Bank, N.A., using the VISA network. If the City chooses, this purchase may be made using the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other VISA purchases. Accordingly, bidders must presently have the ability to accept VISA or take whatever steps necessary to implement the ability before contract award by the City. If any discount for use of a purchasing card is available, the proposer should state it as part of his bid response on the General Questionnaire.

**City of Fort Lauderdale  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the CITY of Fort Lauderdale Procurement Services Department. 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. Neither 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 its 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.

**1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

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

- 1.09(a) CERTIFICATION BY BROWARD COUNTY, FL:** 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 Procurement Services Department of the CITY of Fort Lauderdale.

**Part II. DEFINITIONS/ORDER OF PRECEDENCE:**

- 2.01 BIDDING DEFINITIONS** The CITY will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:  
 INVITATION TO BID (ITB) when the CITY is requesting bids from qualified Bidders.  
 REQUEST FOR PROPOSALS (RFP) when the CITY is requesting proposals from qualified Proposers.  
 BID – a price and terms quote received in response to an ITB.  
 PROPOSAL – a proposal received in response to an RFP.  
 BIDDER – Person or firm submitting a Bid.  
 PROPOSER – Person or firm submitting a Proposal.  
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.  
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.  
 FIRST RANKED PROPOSER – That Proposer, responding to a CITY RFP, whose Proposal is deemed by the CITY, the most advantageous to the CITY after applying the evaluation criteria contained in the RFP.  
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the CITY.  
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the CITY.  
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.  
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the CITY.  
 The following terms may be used interchangeably by the CITY: ITB, 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 Procurement 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 Procurement Department immediately. Such notification must be received by the Procurement Department 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 Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashier's 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; 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. The CITY's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the CITY and the CITY's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the CITY's treatment of records 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 Procurement Department 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 CONTRACTOR's, 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 CONTRACTOR's.
- 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 unpatented 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.

**GENERAL QUESTIONNAIRE**

BIDDER NAME: \_\_\_\_\_

Complete the following items or revise if not already part of your registration:

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ Web: \_\_\_\_\_

Complete the following:

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Payment terms (Section 1.03 of General Conditions: (net 30 if left blank) \_\_\_\_\_

Total Bid Discount (Section 1.04 of General Conditions): \_\_\_\_\_

Prices firm for acceptance for 90 days? (Section 1.05 of General Conditions.):

Yes     No    \_\_\_\_\_ Other

State or reference any variances (section 1.06 of General Conditions):

\_\_\_\_\_

1. Does your firm qualify for MBE, WBE, SBE status? (Section 1.08 of General Conditions)

MBE     WBE     SBE

2. Is there any tank car lease charge while on our siding?:  YES     NO

3. If YES, what is the charge? (Note: Will be added to per ton charge above to determine low bidder.)

\$ \_\_\_\_\_ per delivery.

(Note: City orders one rail car approximately every 45 days. That is 8 or 9 times per year.)

4. What is your maximum free detention time? \_\_\_\_\_ days

5. After expiration of free time period, demurrage charges may be assessed for rail tank cars at the

following rates:

\$ \_\_\_\_\_ per day for each of the first  
\_\_\_\_\_ extra days

\$ \_\_\_\_\_ per day for each subsequent day

6. Delivery: Number of calendar days required for delivery upon receipt of order: \_\_\_\_\_ days.

7. Note any exceptions to the safety measures mentioned above in paragraph 2.07.

Empty rectangular box for exceptions to safety measures.

8. Provide three references for which you have performed similar services.

Name: \_\_\_\_\_ Company  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Company  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Company  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

9. Number of years experience the bidder has had in providing similar services?

\_\_\_\_\_ Years

10. Have you ever failed to complete work awarded to you? If so, where and why?

Empty rectangular box for response to question 10.

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



12. Have you attached a sample copy of your Certificate of Insurance? YES  NO

**PART I - SPECIAL CONDITIONS****Transaction Fees**

Beginning April 1, 2005, the City of Fort Lauderdale will use RFP Depot ([www.rfpdepot.com](http://www.rfpdepot.com)) to distribute and receive bids and proposals. There is no charge to Vendors/Contractors to register and participate in this solicitation. However, vendor(s) agree to pay to RFP Depot a transaction fee of one percent (1%) of the total awarded amount (2% on aggregated bids) of all contracts for goods and/or services awarded to the vendor unless stated otherwise in the bid document. To assure that all vendors are treated equally, the fee will be payable by the awarded vendor/contractor regardless of whether the bid/proposal is submitted electronically or by paper means. Refer to [www.rfpdepot.com](http://www.rfpdepot.com) for further information.

**1.01. Purpose**

The City of Fort Lauderdale is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide liquid chlorine by rail car to the Public Works Department's water treatment plant in full accordance with the specifications, terms, and conditions contained in this Invitation To Bid (ITB).

**1.02. Information or Clarification**

For information concerning procedures for responding to this ITB, contact Procurement Specialist II David Nash at (954) 828-7816 or [dnash@fortlauderdale.gov](mailto:dnash@fortlauderdale.gov). For information of a technical nature, contact Water Treatment Manager Craig Canning at (954) 828-7865 or [ccanning@fortlauderdale.gov](mailto:ccanning@fortlauderdale.gov). Such contact is to be for clarification purposes only. It is preferred that all questions be submitted through the RFPDepot website. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.

**1.03. Competency of Bidders**

Bids shall be considered only from firms that have been continuously engaged in providing products similar to those specified herein for a reasonable period and that are presently engaged in the provision of these products. Bidders offering a proposal must be a recognized manufacturer or authorized representative of the product offered and shall be qualified to advise in its use. Eligibility is further limited to those products that have been previously tested.

It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time. And that they have sufficient financial support, delivery fleet and organization to insure that they can satisfactory perform the services if awarded a contract under the terms and conditions stated herein.

**1.04. Performance**

It is the intention of the City to obtain the products as specified herein from a source of supply that will give prompt and convenient service. The awarded Contractor must be able to perform as required under the Scope of Services below. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these products from other sources, when necessary, should a successful bidder be unable to perform on a timely basis and such delay may cause harm to the using department or city residents.

During the term of the contract, effectiveness of the product furnished must meet or exceed the performance established in the test runs. If the product furnished fails to perform as has been

established, the City reserves the right to request product replacement, or further reserves the right to terminate the contract if characteristics of the product cause difficulties in utilization or are ineffectual in the treatment process.

#### **1.05. Contract Term**

The initial contract term is for one (1) year and is expected to begin on or about July 21, 2005. The City reserves the right to extend the contract for four (4) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City.

#### **1.06. Cost Adjustments**

The cost for all items as quoted herein shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry.

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 contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

#### **1.07. Price/FOB Point**

Bidder shall quote a firm, fixed unit cost per ton, including rail delivery FOB to the City of Fort Lauderdale location listed below. Bids may be rejected if FOB designation is other than requested. If open market pricing for chlorine should be less than the current contracted price, the City reserves the right to purchase chlorine at lower prices from other suppliers. The Contractor will have the option to meet the price. However, if the Contractor is unable to do so, the City may cancel the balance of the contract and re-advertise for bids.

#### **1.08. Evaluation and Award**

The contract shall be awarded to the bidder quoting the lowest cost per ton and meeting or exceeding the specifications contained herein. The City reserves the right to compare specific items, at its discretion, to determine the low responsible bidder and the quality of the items being offered. Tie bids shall be decided by established City policy. A contract shall be awarded after approval of the award by the Procurement Manager and/or the City Commission, which is expected to occur within 30 days of bid opening.

#### **1.09. Insurance**

The Contractor shall furnish proof of Workers' Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times

during the contract period. The following minimum insurance coverage is required. The City is to be added as an "Additional Insured" with relation to Commercial General Liability and Automobile Insurance. Any costs for adding the City as "Additional Insured" shall be at the Contractor's expense.

Worker's Compensation and Employer's Liability Insurance

Limits: Worker's Compensation – Statutory 440.055  
Employer's Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Worker's Compensation Division at phone number (850) 413-1601 or on the web at <http://www.fldfs.com/WC/>

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors, and contractual liability.

Limits: Combined Single Limit Bodily Injury/Property Damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as "Explosion, Collapse and Underground" exclusions – on construction contracts only.

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily Injury	\$250,000 each person \$500,000 each occurrence
Property Damage	\$100,000 each occurrence
Combined Single Limit	\$1,000,000 (Bodily Injury and Property Damage Combined)

A copy of any current Certificate of Insurance should be included with your bid.

**In the event that you are the successful bidder, you shall be required to provide a Certificate naming the City as an "Additional Insured".**

**1.10. Purchasing Card**

The City has implemented a Purchasing Card Program through SunTrust Bank, N.A., using the VISA network. If the City chooses, this purchase may be made using the City's Purchasing Card. Contractor shall receive payment from the purchasing card in the same manner as other VISA purchases. Accordingly, bidders must presently have the ability to accept VISA or take whatever steps necessary to implement the ability before contract award by the City. If any discount for use of a purchasing card

is available, the proposer should state it as part of his bid response on the General Questionnaire.

#### **1.11. Warranty of Usage**

The quantities listed below on the bid proposal page are an estimate and are furnished for information and tabulation purposes only. No warranty is given or implied that this is the exact quantity of items or services that shall be needed. The contractor is expected to fulfill the City's needs as they arise.

#### **1.12. Lobbying Activities**

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 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.fort-lauderdale.fl.us/documents/index.htm>.

#### **1.13. General Conditions**

Except as noted in the Special Conditions above, all terms and conditions of the attached General Conditions, pages 2-6, are included by reference.

### **PART II – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE**

#### **2.01. General**

The Contractor shall provide liquid chlorine that is to be 99.5% pure by volume, free of iron and must meet AWWA specification B301-59 (or the latest revision).

#### **2.02. Delivery**

Orders are to be placed as required at approximately 45-day intervals throughout the contract period. Delivery is to be made in 90 ton rail cars to the City of Fort Lauderdale Fiveash Water Treatment Plant, 4321 NW 9 Av., Ft. Lauderdale, FL 33309. Delivery hours are to be determined by the Contractor and the rail company. The City can accept delivery at any time of day or night.

#### **2.03. Testing**

The City of Fort Lauderdale reserves the right to have the product supplied tested at any time during the contract period. An independent laboratory would do such testing. Additionally, the facilities of the Florida State Department of Agriculture Testing Laboratories may be used for any referee testing. Failure to meet specifications shall result in the testing rate costs to be borne by the supplier.

#### **2.04. Safety Requirements**

A Material Safety Data Sheet (MSDS) must be provided to the City prior to shipping the product to any location.

#### **2.05. Invoicing**

Invoicing is to be done for each shipment. The invoice is to reflect the purchase order number, tank car number, ordering agency, unit price, extensions, and total billed and any allowable cash discounts.

## 2.06. Containers

- A. Liquid chlorine shall be supplied and shipped in railway tank cars as specified by the using agency.
- B. Liquid chlorine shipping containers shall conform to applicable regulations of the Interstate Commerce Commission.
- C. The containers shall be reconditioned, maintained, and loaded in strict accordance with the latest edition of "Container Procedure at Chlorine Packaging Plants" issued by the Chlorine Institute, Inc. All containers shall be carefully examined, and any that shows evidence of leakage, damage or corrosion shall be rejected.
- D. All chlorine containers shall have legible tag(s) securely attached which, in addition to the information routinely furnished, shall indicate the following container history:
  1. Date of last visual inspection in accordance with Compressed Gas Association, Inc. standards.
  2. Date the valves were overhauled.
  3. Date the fuse plugs were tested and/or renewed.
  4. Date the container was last cleaned in conjunction with 2.06.C above.

**Failure to have a proper tag affixed to each container shall be cause for rejection of the chlorine container. Please submit a sample of tag format with your bid.**

## 2.07 Safety Measures

- A. Bidder shall assure using agencies that, when in the opinion of the using agency an emergency condition exists, trained emergency crew(s) and properly fitted equipment shall be made available immediately, on a 24 hour basis after placing a telephone call to the packaging plant, telephone answering service, or other assigned telephone number.
- B. Bidder shall state the location of the nearest emergency crew(s).
- C. Bidder shall assure using agencies that, when in the opinion of the using agency, a maintenance problem exists which is less than an emergency condition, remedial maintenance shall be performed on existing problem by vendor trained personnel within 24 hours after receipt of a maintenance problem call to the packaging plant, telephone answering service, or other assigned telephone number.
- D. Successful bidder shall furnish the using agencies with the following information. The information is to be continually updated as revisions occur during the contract period.
  1. Location(s) of nearest emergency station(s).
  2. Name(s) of person(s) in charge of emergency crew(s).
  3. Telephone number(s) to be called for emergency service and/or normal maintenance.
  4. Time period(s) during which service shall be available from the telephone number(s) designated.
- E. 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:
  3. The potential for fire, corrosivity, and reactivity.

4. 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.
5. The primary routes of entry and symptoms of overexposure.
6. The emergency procedure for spills, fire, disposal, and first aid.
7. A description, in lay terms, of the known specific health risks posed by the toxic substance intended to alert any person reading this information.
8. 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.

#### **2.08 Assay Test**

A certified copy of an assay test, performed on chlorine normally supplied by the bidder, shall be furnished with the bid.

#### **2.09. Inspection**

The City reserves the right to make unannounced inspections of the supplier's plant and facilities at any time, in order to insure proper cleaning of chlorine containers and proper preventive maintenance and testing of chlorine containers and regulators.