

# CONTRACT SUMMARY

CITY OF FORT LAUDERDALE  
PROCUREMENT SERVICES DIVISION

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**Period Covered:**  
2/8/12 – 2/7/13

**Contract No.:**  
522-10885-2

**Master Blanket:**  
N/A

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**Awarded Vendor:**

Florida Silica Sand Company  
4491 S. State Road 7, Suite 312  
Fort Lauderdale, FL 33314

Delivery: 3 days  
Payment Terms: Net 30  
P-Card Accepted:  Yes  No

Attn: Katie Payton  
954-923-8280  
Fax 954-923-1094  
Email: [kpayton@fsscompany.com](mailto:kpayton@fsscompany.com)

Insurance Coverage Required: Yes  No   
Authorized for Purchases: Under \$25,000  Over   
City Commission Approval: 1/17/12 Pur-01 CAR 12-0047  
Extension Options: Yes  No  Years: 3, 1 year extensions

**SPORTS FIELD DRESSING**

Marble Dust, 50 lb. bag, Pro's Choice 900 bags/truckload, Minimum order: 60	\$ 4.25 / bag
Calcined Clay, Coarse 50 lb. bag, Turface MVP 840 bags/truckload, Minimum order: 40	\$ 8.00 / bag
Calcined Clay, Medium 50 lb. bag, Turface Pro League 840 bags/truckload, Minimum order: 40	\$ 8.70 / bag
Calcined Clay, Fine, 50 lb. bag, Turface Quick Dry 840 bags/truckload, Minimum order: 40	\$ 8.36 / bag

Department Contract Co-Ordinator: Corey Callier, Parks & Recreation, (954) 828-5873  
Procurement Specialist: AnnDebra Diaz, CPPB



CONTRACT  
COPY

## Florida Silica Sand Company

Bid Contact **Katie Payton**  
**[kpayton@fsscompany.com](mailto:kpayton@fsscompany.com)**  
**Ph 954-923-8280**  
**Fax 954-923-1094**

Address **4491 S ST RD 7**  
**Fort Lauderdale, FL 33314**

Supplier Code 00004280

Qualifications **WBE**

Item #	Line Item Notes	Unit Price	Qty/Unit	Total Price	Atch.	Docs
522-10885--01-01	MARBLE DUST, 50 LB. BAG <b>Supplier Product Code: 556384</b> <b>LTL: PRICE PER BAG: 6.30</b> <b>BRAND OFFERED: Pro's Choice</b> <b>MANUFACTURER: Imerys</b> <b>NUMBER OF BAGS PER TRUCKLOAD: 900</b> <b>NUMBER OF BAGS PER PALLET: 60</b> <b>MINIMUM ORDER, IF APPLICABLE: 60</b>	First Offer - \$4.25	5680 / bag	\$24,140.00	Y	Y
522-10885--01-02	CALCINED CLAY, COARSE, 50 LB. BAG <b>Supplier Product Code: 5004P</b> <b>LTL: PRICE PER BAG: 11.40</b> <b>BRAND OFFERED: Turface MVP</b> <b>MANUFACTURER: Profile Products</b> <b>NUMBER OF BAGS PER TRUCKLOAD: 840</b> <b>NUMBER OF BAGS PER PALLET: 40</b> <b>MINIMUM ORDER, IF APPLICABLE: 40</b>	First Offer - \$8.00	3230 / bag	\$25,840.00	Y	Y
522-10885--01-03	CALCINED CLAY, MEDIUM, 50 LB. BAG <b>Supplier Product Code: 5010P</b> <b>LTL: PRICE PER BAG: 12.25</b> <b>BRAND OFFERED: Turface Pro League</b> <b>MANUFACTURER: Profile Products</b> <b>NUMBER OF BAGS PER TRUCKLOAD: 840</b> <b>NUMBER OF BAGS PER PALLET: 40</b> <b>MINIMUM ORDER, IF APPLICABLE: 40</b>	First Offer - \$8.70	1640 / bag	\$14,268.00	Y	Y



**APPLICABLE: 40**

522-10885--01-04	CALCINED CLAY, FINE (QUICK DRY), 50 LB. BAG	<b>Supplier Product Code:</b> 5026P <b>LTL: PRICE PER BAG:</b> 11.83 <b>BRAND OFFERED:</b> Turface Quick Dry <b>MANUFACTURER:</b> Profile Products <b>NUMBER OF BAGS PER TRUCKLOAD:</b> 840 <b>NUMBER OF BAGS PER PALLET:</b> 40 <b>MINIMUM ORDER, IF APPLICABLE:</b> 40	<b>First Offer - \$8.36</b>	3940 / bag <b>\$32,938.40</b>	<b>Y</b>	<b>Y</b>
522-10885--01-05	RED LAVA / BRICK DUST, 50 LB. BAG				No Bids	
522-10885--01-06	RED LAVA / BRICK DUST, BULK				No Bids	
522-10885--01-07	WARNING TRACK MIX, BULK	<b>Supplier Product Code:</b> <b>BRAND OFFERED:</b> Warning Track II <b>MANUFACTURER:</b> Fuller 5 Enterprises <b>MINIMUM ORDER, IF APPLICABLE:</b> 25 tons	<b>First Offer - \$130.00</b>	300 / ton <b>\$39,000.00</b>	<b>Y</b>	<b>Y</b>
522-10885--01-08	VITRIFIED SHALE OR CLAY, 50 LB. BAG				No Bids	
522-10885--01-09	VITRIFIED SHALE OR CLAY, BULK				No Bids	

**Florida Silica Sand Company**

Item: **MARBLE DUST, 50 LB. BAG**

**Attachments**

ProsChoiceDataSheet.pdf

MarbleDustMSDS.pdf

COARSE GRIND CALCIUM CARBONATE

Pro's Choice™



Pro's Choice™ is a dry ground, white dolomitic limestone that has been sized to be a quality Athletic Field Marker. Pro's Choice flows evenly and covers efficiently to give a long lasting, highly reflective line for all athletic events. Pro's Choice is use in applications such as:

- Athletic Field Markers
- Soil Conditioning

TYPICAL PROPERTIES

Source	Whitestone, GA
CaCO <sub>3</sub> (%)	82+
Acid Insolubles (%)	3
Moisture (%)	0.15
Plus 325 (Mesh %)	20
Hardness (Mohs)	3
Refractive Index, mean	1.6
Specific Gravity	2.7
Solid Density (lb/gal)	22.7
Bulk Density: (lb/ft)	
- Loose	70
- Packed	100

DAT001FGCC  
 March 2011  
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 First Edition  
 All products are registered  
 trademarks of IMERY'S  
 CAS No. 1317-65-3

IMERY'S  
 100 Mansell Court East  
 Suite 300  
 Roswell, GA 30076  
 General:  
 Tel: (770) 594.0660  
 Fax: (770) 645.3384  
 www.imerys-perfmins.com

Customer Service:  
 Tel: (888) 277.9636  
 Fax: (770) 645.3631

IMERY'S is a business name of  
 IMERY'S Pigments, Inc.,  
 IMERY'S Kaolin, Inc. and  
 IMERY'S Marble, Inc.  
 Registered in the USA.

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 to be obtained. All  
 recommendations and  
 sales are made on the condition  
 that we will not be held liable for  
 any damages resulting from their  
 use. This provision may  
 not be changed by any  
 of our representatives.





100 Mansell Court East, Suite 300, Roswell, GA 30076  
 Telephone (770) 394-0660 Fax: (770) 645-3384  
 Customer Service: (800) 251-6327

**MATERIAL SAFETY DATA SHEET**

**Section 1: Identification**

**Product Trade Name(s):** Pro's Choice  
**Common Name(s):** Ground Limestone, Dolomitic Agricultural Lime "Ag Lime"  
**Chemical Formula:** CaCO<sub>3</sub>, MgCO<sub>3</sub>  
**CAS Number:** 1317-65-3 (In TSCA Inventory)  
**Physical Form:** White Powder

**HMIS Ratings**

Health Hazard	1
Flammability Hazard	0
Reactivity Hazard	0
Max. Personal Protection	E

**Manufacturer's Name & Address:** IMERYS, 100 Mansell Court East, Suite 300, Roswell, GA 30076  
**Emergency Telephone:** (800) 424-9300 CHEMTREC

**Section 2: Hazardous Ingredients and Hazards**

<u>Ingrdient</u>	<u>Wt. % (Approx.)</u>	<u>CAS No.</u>	<u>OSHA PEL</u>	<u>ACGIH TLV*</u>
Ground Limestone, Dolomitic	> ~98%	1317-65-3	5 mg/m <sup>3</sup> Resp. 15 mg/m <sup>3</sup> Total	2 mg/m <sup>3</sup> Resp. -
Crystalline Silica, Quartz	0.1% - 1.5%	14808-60-7	0.1 mg/m <sup>3</sup> Resp.	0.025 mg/m <sup>3</sup> Resp.
Water	< 1%			

\* Unless otherwise noted, all PEL and TLV values are reported as 8 hour time weighted averages (TWA).

**Section 3: Hazard Identification**

**Appearance:** White Powder  
**Primary Routes of Entry:** Skin contact, skin absorption, eye contact, ingestion; Hazard Classification - None.  
 (Historical basis for classification)  
**Target Organs:** Eye, skin and lungs  
**Medical Conditions Aggravated by Exposure:** Skin contact may aggravate existing dermatitis. Breathing excessive quantities of ground limestone dust may aggravate pre-existing respiratory conditions.  
**Potential Health Effects:**  
**Eye Contact:** This product may produce irritation upon contact with the eye. See also Section 4 below.  
**Skin Contact:** Prolonged or repeated exposure may cause skin irritation. Ground limestone is not expected to be absorbed through the skin in harmful amounts or to produce an allergic skin reaction. See also Section 4 below.  
**Ingestion:** No adverse effect is expected. If ingested, seek medical advice. See also Section 4 below.  
**Inhalation:** Inhalation of excessive quantities of ground limestone dust may irritate the respiratory tract. See also Section 4 below.  
**Subchronic, Chronic:** None expected. No applicable information was found concerning any potential health effects resulting from subchronic or chronic exposure to ground limestone.

This product typically contains crystalline silica (quartz sand) above 0.1% as a naturally occurring impurity. The International Agency for Research on Cancer has concluded that "crystalline silica inhaled in the form of quartz or cristobalite from occupational sources is carcinogenic to humans (Group 1)." It also noted that carcinogenicity was not detected in all industrial circumstance studies, and may be dependent on external factors affecting its biological activity or distribution of its polymorphs. (See IARC Monographs on the Evaluation of Carcinogenic Risks to Humans, Volume 68 (1997).) Exposure to respirable silica has also been associated with silicosis, scleroderma, and nephrotoxicity. (See Occupational Lung Disorders, Third Edition, Chapter 12 (1994) and American Journal of Respiratory and Critical Care Medicine, Volume 155, pp 761-765 (1997).)

**Section 4. Health and Hazards**

**Eye Contact:** Follow good industrial hygiene practices. In case of contact, immediately flush eyes with plenty of water. Seek medical aid if necessary.

**Skin Contact:** Follow good industrial hygiene practices. Wash affected skin areas thoroughly with soap and water. Seek medical aid if necessary.

**Inhalation:** Follow good industrial hygiene practices. If excessive exposure by inhalation is suspected, remove to fresh air. If necessary, a MSHA/NIOSH or OSHA/NIOSH approved respirator is recommended. Seek medical aid if necessary.

**Ingestion:** Follow good industrial hygiene practices. If ingested, do not induce vomiting. If conscious, drink two glasses of water. Seek medical aid if necessary.

**Section 5. Physical and Chemical Properties**

**Explosion Data:** Not Explosive

**LEL:** Not Applicable

**UEL:** Not Applicable

**Extinguishing Media:** Product will not burn.

**MSHA 704M Hazard Classification:** Health: 1 Flammable: 0 Reactivity: 0

Use appropriate extinguishing media for packaging material if applicable.

**Flammability:** Not Flammable or Combustible

**Flash Point:** Not Applicable

**Auto-Ignition:** Not Applicable

**Section 6. Spills, Leaks, and Releases**

Vacuum, pump or scoop spilled material into containers for reclaiming or disposal. Use proper respiratory and personal protective equipment.

MSHA/NIOSH or OSHA/NIOSH approved respirator recommended. Spilled materials may cause slippery conditions when wet.

Care should be exercised when walking on spills on floors or concrete pads. No neutralizing chemicals required.

Material is inert and nonreactive. Ground limestone is not a CERCLA listed hazardous substance.

**Section 7. Handling and Storage**

Storage in a cool, dry location is recommended. Keep away from acids.

Spilled materials may cause slippery conditions when wet. Care should be exercised when walking on spills on floors or concrete pads.

Minimize dust generation & accumulation.

If excessive dust is generated, provide adequate ventilation and use proper respiratory and personal protective equipment. MSHA/NIOSH or OSHA/NIOSH approved respirator recommended.

**Section 8. Exposure Control/Personal Protection**

<u>Hazardous Ingredient</u>	<u>Weight % (Approx.)</u>	<u>CAS No.</u>	<u>MSHA PEL</u>	<u>OSHA PEL</u>	<u>ACGIH TLV</u>
		1317-65-3	10mg/cu.m <sup>3</sup> Total	15mg/m <sup>3</sup> Total	2 mg/m <sup>3</sup> Respirable
Crystalline Silica, Quartz	0.1% - 1.5%	14808-60-7	5 mg/m <sup>3</sup> Resp.	0.1 mg/m <sup>3</sup> Resp.	0.025 mg/m <sup>3</sup> Resp.

Unless otherwise noted, all PEL and TLV values are reported as 8 hour time weighted averages (TWA).

**Respiratory Protection:** If respirator is required, use of a MSHA/NIOSH or OSHA/NIOSH approved respirator is recommended.

**Ventilation:** Use exhaust ventilation, if required, to maintain dust concentration below recommended exposure limits.

**Protective Equipment:** Wear side shield safety glasses. Rubber gloves are recommended for prolonged exposure.

**Section 9. Physical and Chemical Properties**

<b>Physical State:</b>	Solid	<b>Boiling Point:</b>	Not Applicable
<b>Appearance &amp; Odor:</b>	Odorless, white powder	<b>Freezing Point:</b>	Not Applicable
<b>pH (Aqueous Suspension):</b>	9 - 10	<b>Vapor Pressure:</b>	Not Applicable
<b>Specific Gravity:</b>	-2.7	<b>Vapor Density:</b>	Not Applicable

% Solubility in Water:	1.4 mg/100 ml @ 25°C	VOC:	None
Melting Point:	825°C	Evaporation Rate:	Not Applicable

**Section 10: Stability and Reactivity**

Chemically Stable? Yes  No  (See below)  
 Compatible with Other Substances? Yes  No  (See below)  
 Hazardous Decomposition/By-Products: No hazardous decomposition or by-products expected.  
 Conditions Contributing to Hazardous Polymerization: None, inert and nonreactive.  
 Incompatibility (Materials to Avoid): Will react with acids to produce carbon dioxide gases.

**Section 11: Disposal Considerations**

EPA Waste Number: Under RCRA (40 CFR 261) ground limestone is a non-hazardous waste.  
 Dispose of waste material in accordance with all local, state and federal requirements.

**Section 12: Toxicology Information**

Ground limestone - CAS No. 1317-65-3  
 Primary Route of Exposure:  Skin;  Eye Contact;  Inhalation;  Ingestion  
 Acute Health Hazards:  
 Eye contact may cause mechanical irritation. Calcium carbonate is a severe eye irritant.  
 Skin contact may aggravate existing dermatitis. Calcium carbonate is a moderate skin irritant.  
 Inhalation from prolonged and continuous exposure to excessive quantities of dust may aggravate existing asthmatic or respiratory conditions.  
 Calcium carbonate Oral LD(50) in rats is 6450 mg/kg.  
 Chronic Health Hazards\*:  
 Carcinogenicity\*: NTP? No IARC? No OSHA? No  
 Mutagenicity: None known Teratogenicity: None known Reproductive Effects: None known

\* Dangerous Properties of Industrial Materials, 7th Edition, pp 667, Sax and Lewis 1989.  
 \* See Section 3 for discussion of crystalline silica.

**Section 13: Transport Information**

EPA Waste Number: Not Regulated  
 DOT Classification: Not Regulated  
 DOT/IMO Classification: Not Regulated  
 Internal UN: Not Regulated

**Section 14: Regulatory Information**

SARA Title III Section 302 Extremely Hazardous Substances: This product does not contain extremely hazardous substances subject to the reporting requirements of Section 302 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 355.  
 SARA Title III Sections 311 and 312 Health and Physical Hazard Categories per 40 CFR 370.2:  

<b>Immediate</b>	<b>Delayed</b>	<b>Fire</b>	<b>Pressure</b>	<b>Reactivity</b>
Yes	Yes	No	No	No

 SARA Section 313 Notification: This product does not contain toxic chemicals subject to the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372.

TSCA: Product is listed in Initial Inventory, Vol. 1, Appendix A, CAS No. 1317-65-3.

The International Agency for Research on Cancer has concluded that "crystalline silica inhaled in the form of quartz or cristobalite from occupational sources is carcinogenic to humans (Group 1)." It also noted that carcinogenicity was not detected in all industrial circumstance studies, and may be dependent on external factors affecting its biological activity or distribution of its polymorphs. (See IARC Monographs on the Evaluation of Carcinogenic Risks to Humans, Volume 68 (1997).) Exposure to respirable silica has also been associated with silicosis, scleroderma, and nephrotoxicity. (See Occupational Lung Disorders, Third Edition, Chapter 12 (1994) and American Journal of Respiratory and Critical Care Medicine, Volume 155, pp 761-765 (1997).)

**WARNING:** This product may also contain extremely small amounts of one or more naturally-occurring materials known

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to the State of California to cause cancer, birth defects, or other reproductive harm.

While this information and recommendations set forth herein are believed to be accurate as of the date hereof, IMERYS PIGMENTS & ADDITIVES GROUP MAKES NO WARRANTY WITH RESPECT HERETO AND DISCLAIMS ALL LIABILITY FROM RELIANCE THEREON.

IMERYS is a business name of IMERYS Pigments, Inc., IMERYS Kaolin, Inc. and IMERYS Marble, Inc. Registered in the USA. Registered Office: 100 Mansell Court East, Suite 300, Roswell, GA. 30076.

Date Prepared: 07/27/82  
Revised: 06/20/10

**Florida Silica Sand Company**

Item: **CALCINED CLAY, COARSE, 50 LB. BAG**

**Attachments**

Turface\_MVP\_MSDS.pdf

MVPDataSpecSheet.pdf

# MSDS Material Safety Data Sheet

PROFILE Products, LLC



## TURFACE®

MSDS Number: BLM001

Revision Date: 2/22/08

Page 1 of 4

### 1 PRODUCT AND COMPANY IDENTIFICATION

**Manufacturer**

PROFILE Products, LLC  
 750 LAKE COOK ROAD  
 SUITE 440  
 BUFFALO GROVE, IL 60089

**Contact:**

**Telephone Number:** (847) 215-1144  
**FAX Number:** (847) 215-0577  
**E-Mail:** profileproducts.com  
**Web** www.profileproducts.com

**Product Name:** TURFACE®  
**Revision Date:** 2/22/08  
**MSDS Number:** BLM001  
**Common Name:** N.A.  
**CAS Number:** 70892-59-0

Description: Heat Treated Montmorillonite Clay Mineral.

### 2 HAZARDS IDENTIFICATION

**Route of Entry:**

**Target Organs:**

**Inhalation:** Lungs  
**Skin Contact:** No  
**Eye Contact:**  
**Ingestion:** No

NFPA-ratings (scale 0-4): Health = 0, Fire = 0, Reactivity = 0

Crystalline Silica (Quartz) [EPA Hazard Category: Health]

Carcinogen: OSHA - No NTP - Yes (respirable) IARC - Yes

This product contains up to 5% crystalline silica. The International Agency for Research on Cancer (IARC) has stated that there is sufficient evidence of carcinogenicity of crystalline silica to human beings. It was noted that carcinogenicity was not detected in all industrial circumstances studied. The NTP's Sixth Annual Report on Carcinogens include respirable crystalline silica. The Hazard Communication Standard (29CFR 1910.1200) requires that any material containing over 0.1% of a substance reported as a carcinogen in an IARC monograph or the most recent NTP Annual Report on Carcinogens must be identified as a carcinogen. These identifications are for hazard communications only and do not serve as assessments of carcinogenic risk. Crystalline silica is known to cause silicosis. At dust levels below the recommended PEL exposure to the crystalline silica contained in this product should not present a health hazard.

### 3 COMPOSITION/INFORMATION ON INGREDIENTS

**Ingredients:**

Cas #	Perc.	Chemical Name
-----		

# MSDS Material Safety Data Sheet

PROFILE Products, LLC



## TURFACE®

MSDS Number: BLM001

Revision Date: 2/22/08

Page 2 of 4

14808607 3 - 5 % | silica, crystalline quartz

### 4 FIRST AID MEASURES

**Inhalation:****Skin Contact:**

Wash thoroughly with soap and water.

**Eye Contact:**

Flush thoroughly with water. See a physician if discomfort persists.

**Ingestion:**

### 5 FIRE FIGHTING MEASURES

Non-flammable and non-hazardous

### 6 ACCIDENTAL RELEASE MEASURES

Steps to be taken in case material is released or spilled: If uncontaminated, sweep up or collect, and reuse as product. If contaminated with other materials, collect in suitable containers.

### 7 HANDLING AND STORAGE

**Handling Precautions:**

Steps to be taken in case material is released or spilled: If uncontaminated, sweep up or collect, and reuse as product. If contaminated with other materials, collect in suitable containers.

**Storage Requirements:**

Do not store near vegetable oil or turpentine.

### 8 EXPOSURE CONTROLS/PERSONAL PROTECTION

**Engineering Controls:****Protective Equipment:**

Respiratory Protection: If dust concentrations exceed recommended Permissible Exposure Limits, use NIOSH- approved dust respirators, with approval TC-21C-xxx, until feasible engineering controls are completed.

Ventilation: Local exhaust or other ventilation that will reduce dust concentrations to less than Permissible Exposure Limits is recommended.

Eye Protection: If high dust concentrations exist, tight-fitting goggles are recommended to reduce dust exposure to the eyes.

Other Protective Equipment: Optional.

# MSDS Material Safety Data Sheet

PROFILE Products, LLC



## TURFACE®

MSDS Number: BLM001

Revision Date: 2/22/08

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### 9 PHYSICAL AND CHEMICAL PROPERTIES

<b>Appearance:</b>	Brown to buff-colored granular particles		
<b>Physical State:</b>		<b>Boiling Point:</b>	
<b>Odor:</b>	Negligible	<b>Freezing/Melting Pt.:</b>	N.A.
<b>pH:</b>		<b>Solubility:</b>	Negligible
<b>Vapor Pressure:</b>	N.A.	<b>Spec Grav./Density:</b>	
<b>Vapor Density:</b>			
<b>Bulk Density:</b>	35 lbs/cubic ft.		

### 10 STABILITY AND REACTIVITY

**Stability:** Turface is stable under all normal conditions.

**Conditions to avoid:**

**Materials to avoid (incompatibility):** Unreacted polymer monomers

**Hazardous Decomposition products:**

**Hazardous Polymerization:** Will not occur. However, contact with vegetable oil or turpentine may cause evolution of heat.

### 11 TOXICOLOGICAL INFORMATION

Inhalation- N.E.  
 Intravenous- Rat - LD50:15mg/kg  
 Oral - Rat - LD50:3160 mg/kg

### 12 ECOLOGICAL INFORMATION

### 13 DISPOSAL CONSIDERATIONS

Can be disposed of in an approved disposal facility, in accordance with applicable federal, state, and local regulations. The nature and extent of contamination, if any, may require use of specialized disposal methods.

### 14 TRANSPORT INFORMATION

DOT Class: Not regulated #

# MSDS Material Safety Data Sheet

PROFILE Products, LLC



## TURFACE®

MSDS Number: BLM001

Revision Date: 2/22/08

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### 15 REGULATORY INFORMATION

COMPONENT / (CAS/PERC) / CODES

\*silica, crystalline quartz (14808607 n/a%) MASS, NRC, OSHAWAC, PA, TXAIR

#### REGULATORY KEY DESCRIPTIONS

MASS = MA Massachusetts Hazardous Substances List  
NRC = Nationally Recognized Carcinogens  
OSHA = OSHA Workplace Air Contaminants  
PA = PA Right-To-Know List of Hazardous Substances  
TXAIR = TX Air Contaminants with Health Effects Screening Level

### 16 OTHER INFORMATION

END OF MSDS DOCUMENT



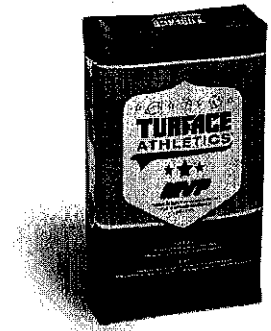
**TURFACE® MVP®**

Standing up to intense athletic traffic, Turface MVP provides solid, safe footing throughout the season. Used on athletic fields from the major leagues to local parks and recreation facilities, the product conditions soil to relieve compaction and manage moisture across baseball and softball infields. Turface MVP can be incorporated into a new or existing field, or applied as a top dressing to improve the surface and reduce bad ball hops that can cause injury.

Also effective when applied to turf, Turface MVP absorbs excess water to prevent muddy, torn-up turf; conditions the soil to resist compaction; and adds permanent water and air-holding space to help strengthen turf grass plants and aid in turf recovery. Used on fields across the country, Turface MVP is the leading product to make athletic fields safer and more playable.

**MANUFACTURER:** PROFILE Products LLC  
 750 Lake Cook Road, Suite 440, Buffalo Grove, IL, 60089  
 1 800 207 6457

1. Materials: A calcined, non-swelling illite and silica clay
2. Porosity: Total 74%, with 39% Capillary and 35% Non Capillary
3. pH range: 6.0 ± 2
4. CEC: 33.6 mEq/100g
5. Particle Stability: Sulfate Soundness testing (ASTM C-88) and static degradation test not to exceed 4% loss over 20 years
6. Bulk Density: 36 ± 2 lb./ft<sup>3</sup>
7. Color Range: Reddish/Tan
8. Packaging: 50 pound valve bags, 2000 pound super sacks, bulk dump truck loads



**MVP® SIEVE ANALYSIS:**

	Typical
6 MESH	15.0%
8 MESH	31.5%
12 MESH	18.9%
20 MESH	30.9%
30 MESH	3.1%
40 MESH	0.5%
Pan	0.1%

**PRODUCT DESCRIPTION:** Must be an illite silica blend at 40% minimum and 60% minimum amorphous silica. Material must be processed in a rotary kiln operation at temperatures not less than 1200 degrees Fahrenheit. Product must then be screened and de-dusted.

**TYPICAL CHEMICAL DESCRIPTION:**

SiO<sub>2</sub> - 74%  
 Al<sub>2</sub>O<sub>3</sub> - 11%  
 Fe<sub>2</sub>O<sub>3</sub> - 5%  
 All other chemicals equal less than 5% and include : CaO, MgO, K<sub>2</sub>O, Na<sub>2</sub>O and TiO<sub>2</sub>

**INSTALLATION:** Use the following formula to determine the amount of Turface to incorporate into the skinned infield mix. Infields should be amended at 15% to 20% by volume, 4 inches deep.

Turface tons required = area x depth of incorporation (in inches) x desired % of Turface (20% = .2)/667

For example: To determine the amount of TURFACE required to amend an infield skinned area of 9000 sq. ft. at a depth of 4 inches at a 20% volume:

$9000 \times 4 \times .2 / 667 = 10.79 \text{ tons of TURFACE}$

	Regulation Baseball*	Softball	Little League*
	(in tons)	(in tons)	(in tons)
Typical Infield Mix	10	9	3

1 ton per 1000 square feet  
 \*Assumes grass infield; double the amount of Turface if completely skinned.  
 For higher clay content increase rate by 50%.



Your Trusted Partner In Soil Solutions

**Florida Silica Sand Company**

Item: **CALCINED CLAY, MEDIUM, 50 LB. BAG**

**Attachments**

Pro\_League\_MSDS.pdf

ProLeagueDataSpecSheet.pdf

# MSDS Material Safety Data Sheet

PROFILE Products, LLC



## PRO LEAGUE®

MSDS Number: BLM002

Revision Date: 2/22/08

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### 1 PRODUCT AND COMPANY IDENTIFICATION

#### Manufacturer

PROFILE Products, LLC  
750 LAKE COOK ROAD  
SUITE 440  
BUFFALO GROVE, IL 60089

#### Contact:

Telephone Number: (847) 215-1144  
FAX Number: (847) 215-0577  
E-Mail: profileproducts.com  
Web www.profileproducts.com

Product Name: PRO LEAGUE®  
Revision Date: 2/22/08  
MSDS Number: BLM002  
Common Name: N.A.  
CAS Number: 70892-59-0

Description: Heat Treated Montmorillonite Clay Mineral.

### 2 HAZARDS IDENTIFICATION

#### Route of Entry:

#### Target Organs:

Inhalation: Lungs

Skin Contact: No

Eye Contact:

Ingestion: No

NFPA-ratings (scale 0-4): Health = 0, Fire = 0, Reactivity = 0

Crystalline Silica (Quartz) [EPA Hazard Category: Health]

Carcinogen: OSHA - No NTP - Yes (respirable) IARC - Yes

This product contains up to 5% crystalline silica. The International Agency for Research on Cancer (IARC) has stated that there is sufficient evidence of carcinogenicity of crystalline silica to human beings. It was noted that carcinogenicity was not detected in all industrial circumstances studied. The NTP's Sixth Annual Report on Carcinogens include respirable crystalline silica. The Hazard Communication Standard (29CFR 1910.1200) requires that any material containing over 0.1% of a substance reported as a carcinogen in an IARC monograph or the most recent NTP Annual Report on Carcinogens must be identified as a carcinogen. These identifications are for hazard communications only and do not serve as assessments of carcinogenic risk. Crystalline silica is known to cause silicosis. At dust levels below the recommended PEL exposure to the crystalline silica contained in this product should not present a health hazard.

### 3 COMPOSITION/INFORMATION ON INGREDIENTS

#### Ingredients:

Cas #	Perc.	Chemical Name
-----		

# MSDS Material Safety Data Sheet

PROFILE Products, LLC



## PRO LEAGUE®

MSDS Number: BLM002

Revision Date: 2/22/08

Page 2 of 4

14808607 3 - 5 % | silica, crystalline quartz

### 4 FIRST AID MEASURES

**Inhalation:**  
**Skin Contact:** Wash thoroughly with soap and water.  
**Eye Contact:** Flush thoroughly with water. See a physician if discomfort persists.  
**Ingestion:**

### 5 FIRE FIGHTING MEASURES

Non-flammable and non-hazardous

### 6 ACCIDENTAL RELEASE MEASURES

Steps to be taken in case material is released or spilled: If uncontaminated, sweep up or collect, and reuse as product. If contaminated with other materials, collect in suitable containers.

### 7 HANDLING AND STORAGE

**Handling Precautions:** Steps to be taken in case material is released or spilled: If uncontaminated, sweep up or collect, and reuse as product. If contaminated with other materials, collect in suitable containers.  
**Storage Requirements:** Do not store near vegetable oil or turpentine.

### 8 EXPOSURE CONTROLS/PERSONAL PROTECTION

**Engineering Controls:**  
**Protective Equipment:** Respiratory Protection: If dust concentrations exceed recommended Permissible Exposure Limits, use NIOSH- approved dust respirators, with approval TC-21C-xxx, until feasible engineering controls are completed.  
 Ventilation: Local exhaust or other ventilation that will reduce dust concentrations to less than Permissible Exposure Limits is recommended.  
 Eye Protection: If high dust concentrations exist, tight-fitting goggles are recommended to reduce dust exposure to the eyes.  
 Other Protective Equipment: Optional.

# MSDS Material Safety Data Sheet

PROFILE Products, LLC



## PRO LEAGUE®

MSDS Number: BLM002

Revision Date: 2/22/08

Page 3 of 4

### 9 PHYSICAL AND CHEMICAL PROPERTIES

<b>Appearance:</b>	Brown to buff-colored granular particles	<b>Boiling Point:</b>	
<b>Physical State:</b>		<b>Freezing/Melting Pt.:</b>	N.A.
<b>Odor:</b>	Negligible	<b>Solubility:</b>	Negligible
<b>pH:</b>		<b>Spec Grav./Density:</b>	
<b>Vapor Pressure:</b>	N.A.		
<b>Vapor Density:</b>			
<b>Bulk Density:</b>	35 lbs/cubic ft.		

### 10 STABILITY AND REACTIVITY

**Stability:** ProLeague is stable under all normal conditions.

**Conditions to avoid:**

**Materials to avoid (incompatibility):** Unreacted polymer monomers

**Hazardous Decomposition products:**

**Hazardous Polymerization:** Will not occur. However, contact with vegetable oil or turpentine may cause evolution of heat.

### 11 TOXICOLOGICAL INFORMATION

Inhalation- N.E.  
 Intravenous- Rat - LD50:15mg/kg  
 Oral - Rat - LD50:3160 mg/kg

### 12 ECOLOGICAL INFORMATION

### 13 DISPOSAL CONSIDERATIONS

Can be disposed of in an approved disposal facility, in accordance with applicable federal, state, and local regulations. The nature and extent of contamination, if any, may require use of specialized disposal methods.

### 14 TRANSPORT INFORMATION

DOT Class: Not regulated #

# MSDS Material Safety Data Sheet

PROFILE Products, LLC



## PRO LEAGUE®

MSDS Number: BLM002

Revision Date: 2/22/08

Page 4 of 4

### 15 REGULATORY INFORMATION

COMPONENT / (CAS/PERC) / CODES

\*silica, crystalline quartz (14808607 n/a%) MASS, NRC, OSHAWAC, PA, TXAIR

#### REGULATORY KEY DESCRIPTIONS

MASS = MA Massachusetts Hazardous Substances List  
NRC = Nationally Recognized Carcinogens  
OSHA = OSHA Workplace Air Contaminants  
PA = PA Right-To-Know List of Hazardous Substances  
TXAIR = TX Air Contaminants with Health Effects Screening Level

### 16 OTHER INFORMATION

END OF MSDS DOCUMENT



**TURFACE® PRO LEAGUE®**

Manufactured with smaller, uniform particles, Turface® Pro League® is the market's only patented calcined clay infield soil conditioner. Pro League provides several infield conditioning benefits which, create superior sliding and fielding surfaces. Pro League is unmatched in drainage and absorption qualities for maximum rainout protection. The preferred soil conditioner of most Major League groundskeepers, Pro League is designed to increase safety, playability and drainage for baseball and softball infields at any level.

**MANUFACTURER:** PROFILE Products LLC  
 750 Lake Cook Road, Suite 440, Buffalo Grove, IL, 60089  
 1 800 207 6457

1. Materials: A calcined, non-swelling illite and silica clay
2. Porosity: Total 74%, with 39% Capillary and 35% Non Capillary
3. pH range: 6.0 ± 2
4. CEC: 33.6 mEq/100g
5. Particle Stability: Sulfate Soundness testing (ASTM C-88) and static degradation test not to exceed 4% loss over 20 years
6. Bulk Density: 36± 2lb/ft³
7. Color Range: Reddish/Tan
8. Packaging: 50 pound valve bags, 2000 pound super sacks, bulk dump truck loads



**Pro League® SIEVE ANALYSIS:**

	Typical
5 MESH	0.0%
8 MESH	10.4%
16 MESH	68.5%
20 MESH	16.5%
50 MESH	4.5%
PAN	0.1%

**PRODUCT DESCRIPTION:** Must be an illite silica blend at 40% minimum and 60% minimum amorphous silica. Material must be processed in a rotary kiln operation at temperatures not less than 1200 degrees Fahrenheit. Product must then be screened and de-dusted.

**TYPICAL CHEMICAL DESCRIPTION:**

- SiO2 - 74%
- Al2O3 - 11%
- Fe2O3 - 5%

All other chemicals equal less than 5% and include : CaO, MgO, K2O, Na2O and TiO2

**INSTALLATION:** Use the following formula to determine the amount of Turface to incorporate into the skinned infield mix. Infields should be amended at 15% to 20% by volume, 4 inches deep.

Turface tons required = area x depth of incorporation (in inches) x desired % of Turface (20% = .2)/667

For example: To determine the amount of TURFACE required to amend an infield skinned area of 9000 sq. ft. at a depth of 4 inches at a 20% volume:

$9000 \times 4 \times .2 / 667 = 10.79 \text{ tons of TURFACE}$

	Regulation Baseball* (in tons)	Softball (in tons)	Little League* (in tons)
<b>Typical Infield Mix</b>	<b>10</b>	<b>9</b>	<b>3</b>

1 ton per 1000 square feet

\*Assumes grass infield; double the amount of Turface if completely skinned.  
 For higher clay content increase rate by 50%.



Your Trusted Partner In Soil Solutions

**Florida Silica Sand Company**

Item: **CALCINED CLAY, FINE (QUICK DRY), 50 LB. BAG**

**Attachments**

Quick\_Dry\_MSDS.pdf

QuickDryDataSheet.pdf

# MSDS Material Safety Data Sheet

## PROFILE Products, LLC



### QUICK DRY®

MSDS Number: BLM007

Revision Date: 2/22/08

Page 1 of 4

## 1 PRODUCT AND COMPANY IDENTIFICATION

### Manufacturer

PROFILE Products, LLC  
750 LAKE COOK ROAD  
SUITE 440  
BUFFALO GROVE, IL 60089

### Contact:

**Telephone Number:** (847) 215-1144  
**FAX Number:** (847) 215-0577  
**E-Mail:** profileproducts.com  
**Web:** www.profileproducts.com

**Product Name:** QUICK DRY®  
**Revision Date:** 2/22/08  
**MSDS Number:** BLM007  
**Common Name:** N.A.  
**CAS Number:** 70892-59-0

Description: Heat Treated Montmorillonite Clay Mineral.

## 2 HAZARDS IDENTIFICATION

### Route of Entry:

### Target Organs:

**Inhalation:** Lungs

**Skin Contact:** No

**Eye Contact:**

**Ingestion:** No

NFPA-ratings (scale 0-4): Health = 0, Fire = 0, Reactivity = 0

Crystalline Silica (Quartz) [EPA Hazard Category: Health]

Carcinogen: OSHA - No NTP - Yes (respirable) IARC - Yes

This product contains up to 5% crystalline silica. The International Agency for Research on Cancer (IARC) has stated that there is sufficient evidence of carcinogenicity of crystalline silica to human beings. It was noted that carcinogenicity was not detected in all industrial circumstances studied. The NTP's Sixth Annual Report on Carcinogens include respirable crystalline silica. The Hazard Communication Standard (29CFR 1910.1200) requires that any material containing over 0.1% of a substance reported as a carcinogen in an IARC monograph or the most recent NTP Annual Report on Carcinogens must be identified as a carcinogen. These identifications are for hazard communications only and do not serve as assessments of carcinogenic risk. Crystalline silica is known to cause silicosis. At dust levels below the recommended PEL exposure to the crystalline silica contained in this product should not present a health hazard.

## 3 COMPOSITION/INFORMATION ON INGREDIENTS

### Ingredients:

Cas #	Perc.	Chemical Name
-----		

# MSDS Material Safety Data Sheet

PROFILE Products, LLC



## QUICK DRY®

MSDS Number: BLM007

Revision Date: 2/22/08

Page 2 of 4

14808607 3 - 5 % | silica, crystalline quartz

### 4 FIRST AID MEASURES

**Inhalation:****Skin Contact:****Eye Contact:****Ingestion:**

Wash thoroughly with soap and water.

Flush thoroughly with water. See a physician if discomfort persists.

### 5 FIRE FIGHTING MEASURES

Non-flammable and non-hazardous

### 6 ACCIDENTAL RELEASE MEASURES

Steps to be taken in case material is released or spilled: If uncontaminated, sweep up or collect, and reuse as product. If contaminated with other materials, collect in suitable containers.

### 7 HANDLING AND STORAGE

**Handling Precautions:****Storage Requirements:**

Steps to be taken in case material is released or spilled: If uncontaminated, sweep up or collect, and reuse as product. If contaminated with other materials, collect in suitable containers.

Do not store near vegetable oil or turpentine.

### 8 EXPOSURE CONTROLS/PERSONAL PROTECTION

**Engineering Controls:****Protective Equipment:**

Respiratory Protection: If dust concentrations exceed recommended Permissible Exposure Limits, use NIOSH- approved dust respirators, with approval TC-21C-xxx, until feasible engineering controls are completed.

Ventilation: Local exhaust or other ventilation that will reduce dust concentrations to less than Permissible Exposure Limits is recommended.

Eye Protection: If high dust concentrations exist, tight-fitting goggles are recommended to reduce dust exposure to the eyes.

Other Protective Equipment: Optional.

# MSDS Material Safety Data Sheet

PROFILE Products, LLC



## QUICK DRY®

MSDS Number: BLM007

Revision Date: 2/22/08

Page 3 of 4

### 9 PHYSICAL AND CHEMICAL PROPERTIES

<b>Appearance:</b>	Brown to buff-colored granular particles		
<b>Physical State:</b>		<b>Boiling Point:</b>	
<b>Odor:</b>	Negligible	<b>Freezing/Melting Pt.:</b>	N.A.
<b>pH:</b>		<b>Solubility:</b>	Negligible
<b>Vapor Pressure:</b>	N.A.	<b>Spec Grav./Density:</b>	
<b>Vapor Density:</b>			
<b>Bulk Density:</b>	35 lbs/cubic ft.		

### 10 STABILITY AND REACTIVITY

<b>Stability:</b>	Quick Dry is stable under all normal conditions.
<b>Conditions to avoid:</b>	
<b>Materials to avoid (incompatibility):</b>	Unreacted polymer monomers
<b>Hazardous Decomposition products:</b>	
<b>Hazardous Polymerization:</b>	Will not occur. However, contact with vegetable oil or turpentine may cause evolution of heat.

### 11 TOXICOLOGICAL INFORMATION

Inhalation- N.E.  
 Intravenous- Rat - LD50:15mg/kg  
 Oral - Rat - LD50:3160 mg/kg

### 12 ECOLOGICAL INFORMATION

### 13 DISPOSAL CONSIDERATIONS

Can be disposed of in an approved disposal facility, in accordance with applicable federal, state, and local regulations. The nature and extent of contamination, if any, may require use of specialized disposal methods.

### 14 TRANSPORT INFORMATION

DOT Class: Not regulated #

# MSDS Material Safety Data Sheet

PROFILE Products, LLC



**QUICK DRY®**

MSDS Number: BLM007

Revision Date: 2/22/08

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## 15 REGULATORY INFORMATION

COMPONENT / (CAS/PERC) / CODES

\*silica, crystalline quartz (14808607 n/a%) MASS, NRC, OSHAWAC, PA, TXAIR

REGULATORY KEY DESCRIPTIONS

MASS = MA Massachusetts Hazardous Substances List  
NRC = Nationally Recognized Carcinogens  
OSHA = OSHA Workplace Air Contaminants  
PA = PA Right-To-Know List of Hazardous Substances  
TXAIR = TX Air Contaminants with Health Effects Screening Level

## 16 OTHER INFORMATION

END OF MSDS DOCUMENT

# TURFACE ATHLETICS™

## TURFACE® QuickDry®

After a rain, Turface® QuickDry® makes muddy, slippery conditions a thing of the past. QuickDry will not cake, become slippery or leave an infield rock-hard upon drying. It features easy application as a topdressing during and after rains. Just apply QuickDry to wet areas or puddles, let the product begin to absorb the moisture, and rake the area to return to play time and time again. There is a reason Quick Dry is called the Game Saver!

**MANUFACTURER:** PROFILE Products LLC  
750 Lake Cook Road, Suite 440, Buffalo Grove, IL, 60089  
1 800 207 6457



1. Materials: A calcined, non-swelling illite and silica clay.
2. pH range:  $6.0 \pm 2$
3. CEC: 33.6 mEq/100g
4. Particle Stability: Sulfate Soundness testing (ASTM C-88) and static degradation test not to exceed 4% loss over 20 years
5. Bulk Density:  $38 \pm 3$  lb./ft<sup>3</sup>
6. Color Range: Reddish/Tan
7. Packaging: 50 pound valve bags

### Quick Dry® SIEVE ANALYSIS:

80% minus 30 Mesh

**PRODUCT DESCRIPTION:** Must be an illite silica blend at 40% minimum and 60% minimum amorphous silica. Material must be processed in a rotary kiln operation at temperatures not less than 1200 degrees Fahrenheit. Product must then be screened and de-dusted.

**INSTALLATION:** Pour TURFACE Quick Dry directly into puddles on the infield. Allow Quick Dry to absorb the standing water. Rake the area and smooth Quick Dry into the infield.

### CHEMICAL DESCRIPTION:

SiO<sub>2</sub> - 74.0%

Al<sub>2</sub>O<sub>3</sub> - 11.0%

Fe<sub>2</sub>O<sub>3</sub> - 5.0%

All other chemicals equal less than 5% and include :

CaO, MgO, K<sub>2</sub>O, Na<sub>2</sub>O and TiO<sub>2</sub>



**Florida Silica Sand Company**

Item: **WARNING TRACK MIX, BULK**

**Attachments**

Warning\_Track\_Analysis.pdf

**AUBURN UNIVERSITY**

**SOIL TESTING LABORATORY**

**SOIL ANALYSIS REPORT**



Larry Stevens/Fuller 5 Enterprises  
 P.O. Box 150.  
 5100 County Road 299.  
 Cusseta, Alabama 36852.

ALFA Agricultural Service & Research Building  
 961 S. Donahue Dr.  
 Auburn University, Auburn, AL 36849-5411  
 Phone (334)844-3958  
 Soillab@auburn.edu

SPECIAL LAB ID: 11.S2164-S2166 DATE: 6-22-11

Sample ID	% Sand	% Silt	% Clay	Textural Class	H <sub>2</sub> O availability cm <sup>3</sup> /cm <sup>3</sup>
Infield Fines	82.5	0.0	17.5	Sandy Loam	0.07
Warning Track II	72.5	7.5	20	Sandy Clay Loam	0.08
Warning Track III	70	8.75	21.25	Sandy Clay Loam	0.09

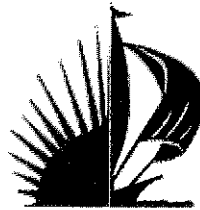
Sample ID	pH	Moisture %
Infield Fines	4.34	1.2
Warning Track II	4.40	0.6
Warning Track III	4.32	0.6

***CITY OF FORT LAUDERDALE  
SPECIFICATIONS PACKAGE***

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**522-10885**

**Sports Field Dressings**



CITY OF FORT LAUDERDALE

**AnnDebra Diaz**

**954-828-5949**

**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. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. 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 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 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.
- 1.05 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.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the 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.
- 1.07 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.

- 1.08 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.
- 1.09 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 procurement 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.

#### 1.10 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 or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### 1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

### Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:  
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.  
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.  
 BID – a price and terms quote received in response to an ITB.  
 PROPOSAL – a proposal received in response to an RFP.  
 BIDDER – Person or firm submitting a Bid.  
 PROPOSER – Person or firm submitting a Proposal.  
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.  
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.  
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.  
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.  
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.  
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.  
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.  
 The following terms may be used interchangeably by the City: ITB and/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 Bidders, 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 EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 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 the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the 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, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services 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 the bidder 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 or cashiers check. 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, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

- 3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. 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 agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 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.
- 3.19 **BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DEPARTMENT (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**  
[http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm)

**THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**  
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

#### **PART IV BONDS AND INSURANCE**

- 4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, 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.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond 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 Services 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 for General Liability Insurance, 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 the 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:
- Bidders 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 Occupation 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 the bidder 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, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement 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 attorneys 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 Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their 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 out 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 of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior 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 stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 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.

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME**

**RELATIONSHIPS**

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

Questionnaire

Please print or type:

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

Company Name: **City of Dania Beach**  
Address: **100 W Dania Beach Blvd. Dania Beach FL 33004**  
Contact Name: **Mardie Holloway**  
Telephone: **954-924-3748**

Company Name: **City of Port St Lucie**  
Address: **121 S W Port St Lucie Blvd St Lucie FL 34984**  
Contact Name: **Victor Lopez**  
Telephone: **772-871-5223**

Company Name: **Broward Board of County Commisioners**  
Address: **PO Box 14668 Ft Lauderdale FL 33302**  
Contact Name: **Liz Overton**  
Telephone: **954-357-6065**

2. Number of years experience the proposer has had in providing similar services:  
**50 Years**
3. Have you ever failed to complete work awarded to you? If so, where and why?  
**No.**
4. List appropriate licenses as issued by Broward County.  
**N/A**
5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.  
**N/A**
6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for construction of multiple projects during the same time period.  
**N/A**

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** It is preferred that bids/proposals be submitted electronically at [www.bidsync.com](http://www.bidsync.com), unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

**Please Note:** If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by:

(Authorized signature)

(date)

Name (printed) **Katie Payton** Title: **Staff Accountant**

Company: (Legal Registration) **Florida Silica Sand Company**

**CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).**

Address: **4491 S State Rd 7, Suite 312**

City **Fort Lauderdale** State: **FL** Zip **33314**

Telephone No. **954-923-8280** FAX No. **954-923-1094** Email: **kpayton@fsscompany.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **3**

Payment Terms (section 1.04): **NET30** Total Bid Discount (section 1.05): **N/A**

Does your firm qualify for MBE or WBE status (section 1.09): MBE  WBE

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

	<u>Addendum No.</u>	<u>Date Issued</u>
<b>N/A</b>	<b>N/A</b>	

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES  NO

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variations: \_\_\_\_\_  
**N/A**

