



City of Pembroke Pines



Frank C. Ortis, Mayor
Jack McCluskey, Vice-Mayor
Charles F. Dodge, City Manager

**CONTRACT
COPY**

Angelo Castillo, Commissioner
Carl Shechter, Commissioner
Iris A. Siple, Commissioner

October 12, 2010

RFP# PSUT-10-01

REQUEST FOR PROPOSALS

Notice is hereby given that City Commission of the City of Pembroke Pines is seeking sealed proposals for:

“RFP # PSUT-10-01 Sodium Hypochlorite”

Specifications may be obtained from the Public Services Department located at 13975 Pembroke Road, Pembroke Pines, Florida 33027, (954) 704-1259.

Proposals will be accepted until 2:00 p.m., Tuesday, November 9th, 2010 in the Office of the City Clerk, Administration Building, 10100 Pines Boulevard, Pembroke Pines, Florida, 33026, to be opened at 2:30 p.m. All packages must contain at least one original and one copy of the proposal.

For additional information please contact, Christina Sorensen at (954) 704-1259 or csorensen@ppines.com.

Envelopes must be sealed and plainly marked:

“RFP # PSUT-10-01 Sodium Hypochlorite”

The City Commission of the City of Pembroke Pines reserves the right to reject any and all proposals; to waive any and all informalities or irregularities, and to reject all or any part of any proposal as they may deem to be in the best interest of the citizens of the City of Pembroke Pines.

CITY OF PEMBROKE PINES

Judith A. Neugent, CMC
City Clerk

October 12, 2010

RFP# PSUT-10-01
Sodium Hypochlorite

The City of Pembroke Pines is seeking proposals to provide a firm fixed price for the purchase and delivery of Sodium Hypochlorite in bulk and less than tanker loads to the City of Pembroke Pines Utility Division.

Specifications & Requirements

Product specifications (as per AWWA standard B300a-99, latest revision):

- Trade name: Hypochlorite Solution, Bleach
- Chemical formula: NaOCl
- Composition: 10% by weight, minimum
- Specific gravity: at 20C -1.1 - 1.2
- Molecular weight: 74.5
- Appearance: Light-yellow to green clear liquid solution
- Solubility in water: Complete
- Freezing Temperature: minus 7C to minus 10C

Standards

1. Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects: It is the responsibility of the supplier to inform the Purchaser that NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification may constitute sufficient grounds for immediate termination of the contract between Purchaser and Proposer.
2. Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine (i.e., 12.0 Trade Percent) equivalent to 10.85 percent sodium hypochlorite by weight).
3. Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.45 weight percent sodium hydroxide.
4. Hypochlorite delivered under this contract shall meet the following containment concentration limits:
 - Iron < 0.3 mg/L
 - Copper < 0.03 mg/L
 - Nickel < 0.03 mg/L
 - Chlorate < 1,500 mg/L
 - Bromate < 20 mg/L
 - Perchlorate < 20 mg/L
 - Filter Test Time (1000 ml) < 3 minutes

5. Sampling and testing shall be in accordance with EPA and AWWA B300-04 standards and in accordance with the documents titled: "*The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach*" and "*Suspended Solids Quality Test for Bleach Using Vacuum Filtration*", distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>.

Sample Requirements

6. Each prospective bidder shall submit the results from a 1500ml "chilled" sample of their product from the proposed manufacturing facility which would serve the customer that was sent to one of the approved testing laboratories listed in this specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the proposer's product is in compliance with this specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by the proposer. The results of the analysis shall be submitted with the proposal. Additionally, proposer shall submit a copy of the most recently available NSF sample results of their product from the proposed manufacturing facility to ensure compliance with the specification. Failure to submit either sample results or meet the requirements of the specifications may result in proposer being disqualified.
7. The City of Pembroke Pines reserves the right to take samples from Proposer's other customers to ensure that the Proposer's sample and delivery equipment is in compliance with all the requirements of this specification and such a sample shall be judged representative of the Proposer's quality. The Proposer shall provide a list of current customers for the same product along with contact and telephone number with this proposal. In such event, the City of Pembroke Pines shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of this specification may result in Proposer being disqualified.
8. The approved laboratories are listed below for all sampling and testing whether during the proposal period or after award. No other laboratory shall be used unless expressly approved by the City of Pembroke Pines.

- a. NovaChem Laboratories
5172 College Corner Pike
P.O. Box 608
Oxford, OH 45056
Phone: 513-523-3605
Fax: 513-523-4025

- b. Thornton Laboratories
1145 East Cass Street
Tampa, FL 33602
Phone: 813-223-9702
Fax: 813-223-9332

- c. Advanced Environmental Laboratories
10200 USA Today Way
Miramar, FL 33025
Phone: 754-816-3123

Successful Bidder's Responsibility

9. Shipments shall bear warning labels as specified by USDOT regulations.
10. Successful bidders vehicle shall be equipped with a 2" Cam Lock Filler Nozzle for product dispensing (unload).
11. The delivery site(s) is located within a wellfield zone. Proper handling and delivery procedures shall comply with the Department of Environmental Resources Management (ERM) requirements.
12. Product shall be delivered in thoroughly cleaned tank trucks.
13. Estimated quantity per year: 156,000 gallons.
14. This will be a two year contract with prices to remain firm for the first year with the option to negotiate with the City Manager for price adjustment in the second year based upon a nationally recognized or published index, including fuel surcharge adjustment, relevant to providing these services.

Clean Tank Guarantee

15. At any time during the performance of this Agreement, if the City of Pembroke Pines has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tanks, the Proposer shall cleanout the tank at no charge to the City of Pembroke Pines within seven (7) days, unless such timeframe is extended by the City of Pembroke Pines. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant and the contents disposed of in accordance with current regulations on disposal of hazardous wastes. The Proposer shall submit a procedure to the City of Pembroke Pines for the approval prior to this work being completed. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the *sole discretion* of the City of Pembroke Pines. When the tank has been properly cleaned, the Proposer shall refill the tank with clean, fresh sodium hypochlorite at no cost to the City of Pembroke Pines. Failure of the Proposer to cleanout the tank and replace the sodium hypochlorite within seven (7) days after being served notice (or within any extension of this timeframe specified by the City of Pembroke Pines) shall be cause for immediate termination of the sodium hypochlorite supply Agreement between the City of Pembroke Pines and the Proposer.

Delivery Locations

<u>Location</u>	<u>Number of Tanks</u>	<u>Tank Size</u>
Wastewater Treatment Plant 13955 Pembroke Road Pembroke Pines, FL 33027	6	4,000 Gallon
Water Plant 7960 Johnson Street Pembroke Pines, FL 33024	2	12,000 Gallon

Additional Information:

All work is to be performed during normal working hours unless requested otherwise by the City.

Contractor must provide name and contact information as references for facilities that have been provided the same or similar products and service.

Any questions must be received no later than Monday October 25th, 2010.

Questions received and the answers will be provided to all proposers by Thursday October 28th, 2010

Proposer must submit an original and one copy of the submittal.

CITY OF PEMBROKE PINES
PEMBROKE PINES, FLORIDA

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS.

1. SUBMISSION AND RECEIPT OF BIDS

- A. Proposals, to receive consideration, must be received prior to the specific time opening as designated in the invitation.
- B. Unless otherwise specified, bidders must use the proposal form furnished by the City. Failure to do so may cause the bid to be rejected. Removal of any part of the bid may invalidate the bid.
- C. Proposals having any erasures or corrections must be initialed by bidder in ink. Bids shall be signed in ink. All quotations shall be typewritten or filled in with pen and ink.

2. WARRANTIES FOR USAGE:

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3. PRICES TO BE FIRM:

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

4. DELIVERY POINT:

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

5. BRAND NAMES:

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, it is the vendors responsibility to name such a product is equal to that specified. Evidence in the form of samples may be requested if brand is other than that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified.

6. QUALITY:

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

7. SIGNATURE REQUIRED:

All quotations must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

8. ACCEPTANCE OF MATERIAL:

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

9. VARIATIONS TO SPECIFICATIONS:

The specifications, as set forth, are guideline specifications only. The specifications do not have to be strictly adhered to; however, any variation to these specifications must be specifically listed and included with the bid documents. Any variation to these specifications must be within reason, and must meet minimum bid specifications.

10. DELIVERY:

Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

11. DEFAULT PROVISION:

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

12. PRICING:

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

13. COPYRIGHT OR PATENT RIGHTS:

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

14. SAMPLES:

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

15. TAXES:

The City of Pembroke Pines is exempt from any taxes imposed by state and/or Federal Government. Exemption certificates certified on request. (Not applicable on construction remodeling projects.)

16. FAILURE TO QUOTE:

If you do not quote, return quotation sheet and state reason. Otherwise, your name may be removed from our mailing list.

17. MANUFACTURER'S CERTIFICATION:

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

18. SIGNED BID CONSIDERED AN OFFER:

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

19. RESERVATIONS FOR REJECTION AND AWARD:

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

20. CONFLICT OF INSTRUCTIONS:

If a conflict exist between the General Conditions and Instructions stated herein and specific conditions and instructions contained in proposal form, the proposal form shall govern.

21. LAWS AND REGULATIONS:

All applicable laws and regulations of the Federal Government, State of Florida and Ordinances of the City of Pembroke Pines shall apply to any resulting award.

All OSHA Standards, rules and/or regulations will apply to any item(s) of equipment or materials supplied as a result of this bid.

Bidder warrants by signature on his proposal sheet that prices quoted here are in conformity with the latest federal price guidelines, if any.

22. DAVIS-BACON & RELATED ACTS:

Contractors or their subcontractors are required to comply with all aspects of the Davis Bacon Act as it applies to construction, alternations or repairs of public buildings or public works.

The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. If a construction project is funded or assisted under more than one Federal statute, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

23. LOCAL GOVERNMENT PROMPT PAYMENT ACT

The law restricts the percentage of payment that local governments may withhold from contractors during construction. Once a construction project is substantially completed, the law requires local governments to develop a list of items (punch list) for final acceptance of construction services. §218.70, Florida Statutes.

24. FLORIDA MUNICIPAL CONSTRUCTION INSURANCE TRUST

The Contractor may be required to participate in the Florida Municipal Construction Insurance Trust (FMCI) program. This program provides members with a vehicle by which they may purchase certain insurance coverage through owner controlled insurance programs (OCIP) which are intended to be a comprehensive insurance product that covers specified risks associated with contractors and subcontractors performing the construction of member's public facilities.

25. TAX SAVER PROGRAM

The Contractor shall cooperate on certain projects to allow the City to avail itself of a sales tax savings program.

26. PUBLIC ENTITY CRIMES:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

Judith A. Neugent

City Clerk

CITY OF PEMBROKE PINES

10100 PINES BOULEVARD

INSURANCE REQUIREMENTS

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the city nor shall the Contractor allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the WORK. These Certificates shall contain a provision that coverages afforded under these policies shall not be canceled until at least thirty (30) days prior written notice has been given to do business under the laws of the State of Florida. Financial Ratings shall be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in the event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The Contractor shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

The Contractor shall hold the City of Pembroke Pines, Florida, their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this contract and specifically name the City as an additional insured under their policy.

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

REQUIRED INSURANCE

1. **COMPREHENSIVE GENERAL LIABILITY** insurance to cover liability, bodily injury, and property damage. Exposures to be covered are: premises, operations, product/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

1.	BODILY INJURY	
	(a) Each Occurrence	\$1,000,000.00
	(b) Annual Aggregate	\$1,000,000.00
2.	PROPERTY DAMAGE	
	(a) Each Occurrence	\$1,000,000.00
	(b) Annual Aggregate	\$1,000,000.00
3.	PERSONAL INJURY	
	(A) Annual Aggregate	\$1,000,000.00

4. Completed Operations and Products
Liability shall be maintained for
Two (2) years after the final payment
 5. Property Damage Liability Insurance shall
Include Coverage for the following hazards:
X-explosion, C-collapse, U-underground.
2. **WORKERS COMPENSATION** insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is sublet, the Contractor shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. The Contractor and his subcontractors shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

1.	Workers Compensation	Statutory
2.	Employer's Liability	\$500,000 per occurrence

3. **COMPREHENSIVE AUTO LIABILITY**

1.	BODILY INJURY	
	(a) Each Occurrence	\$1,000,000.00
	(b) Annual Aggregate	\$1,000,000.00
2.	PROPERTY DAMAGE	
	(a) Each Occurrence	\$1,000,000.00
	(b) Annual Aggregate	\$1,000,000.00

Coverage shall include owned, hired, and non-owned vehicles.

PROPOSAL FORM

RFP#: PSUT-10-01

DATE: November 9th, 2010

TO: CITY OF PEMBROKE PINES
10100 PINES BOULEVARD
PEMBROKE PINES, FL 33026

IN ACCORDANCE WITH THE "Request for Proposals" dated October 12th, 2010 titled "Sodium Hypochlorite" attached hereto as a part hereof the undersigned proposes the following:

Total Price delivered per Specifications
Per gallon of Sodium Hypochlorite

Full Truckloads (4600 gallons) \$ _____ / gallon

Less than a Full Truckload \$ _____ / gallon

Is a copy of the results from the sample analysis included with this proposal? Yes _____ Initial _____

Is a copy of the most recently available ANSI/NSF Standard 60 sample results of the product from the proposed manufacturing facility included in this proposal? Yes _____ Initial _____

Is a list of current customers for the same product along with contact and telephone number provided with this proposal? Yes _____ Initial _____

Is there at least one original and one copy of the proposal submitted within this package? Yes _____ Initial _____

PLEASE PRINT
NAME _____

COMPANY _____

STREET ADDRESS: _____

CITY & STATE: _____

ZIP CODE: _____ TELEPHONE: _____

SIGNATURE: _____

TITLE: _____

