



Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable gray boxes and submit with bid documents and applicable award notices and tabulations to lpiper@myboca.us for placement on the NIGP SE FL Florida Website Coop Contract page.

BID/RFP NO.: ITB #2012-13/18

DESCRIPTION/TITLE: Sulfuric Acid 93%

INITIAL CONTRACT TERM: Starts: 06/01/13 Ends: 05/31/16

RENEWAL TERMS OF CONTRACT: 3 RENEWAL OPTIONS FOR 1 YEAR.
(Number of renewals) (period of time)

SECTION #1 - VENDOR AWARD

Vendor Name: Shrieve Chemical Company
Vendor Address: 1755 Woodstead Ct., The Woodlands, TX 77380
Contact: Ted Threadgill, Vice President – SE Region
Phone: 281-367-4226 **Fax:** 281-367-0071
Cell/Pager: N/A **Email Address:** tthreadgill@shrieve.com
Website: www.shrieve.com
FEIN: 74-1994881

SECTION #2 – AWARD/BACKGROUND INFORMATION

Award Date: May 21, 2013 **Resolution/Agenda Item No.:** 2013/108
Insurance Required: Yes
Performance Bond Required: No

SECTION #3 - LEAD AGENCY

Agency Name: City of Deerfield Beach
Agency Address: 401 SW 4th St., Deerfield Beach, FL 33441
Agency Contact: David Santucci, Purchasing Manager
Telephone: 954-480-4380 **Facsimile:** 954-480-4388
Email: dsantucci@deerfield-beach.com



May 27, 2013

SENT VIA CERTIFIED MAIL

Ted Threadgill, Vice President – SE Region
Shrieve Chemical Company
1755 Woodstead Ct.
The Woodlands, TX 77380

RE: Sulfuric Acid 93%
ITB #2012-13/18

Dear Mr. Threadgill,

Congratulations, the City Commission awarded the referenced contract to your firm at the May 21, 2013 Commission Meeting. Attached is a Purchase Order, which together with ITB #2012-13/18 and your bid response forms the complete contract. The initial contract term is three (3) years, beginning June 1, 2013 and ending May 31, 2016. Thereafter, there are three (3) one-year (1 yr) optional renewal terms. Within fifteen (15) days of receipt of this letter please provide an updated certificate of insurance which complies with the contract requirements naming the City of Deerfield Beach as additionally insured.

As you know the City of Deerfield Beach is the lead agency for this Southeast Florida Governmental Purchasing Cooperative Group Contract. The following agencies are participants on the contract: Cooper City, Dania Beach, City of Ft. Lauderdale, City of Hallandale, City of Hollywood, City of Pompano Beach, and City of Sunrise. No other agencies may participate at this time and with prior lead agency approval.

We look forward to continuing our business relationship with your firm. Should you have any questions, please call me at (954) 480-4380.

Sincerely,

David Santucci, CPPB
Purchasing Manager

Enclosure

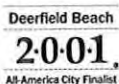
c: Bernard Buxton-Tetteh, Division Operations Manager

Mayor
Jean M. Robb

Vice Mayor
Joseph P. Miller

Commissioners
Bill Ganz
Ben Preston
Richard S. Rosenzweig

City Manager
Burgess Hanson



RESOLUTION NO. 2013/108

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA APPROVING THE AWARD OF ITB #2012-13/18 FOR SULFURIC ACID 93% TO SHRIEVE CHEMICAL COMPANY FOR AN ESTIMATED ANNUAL EXPENDITURE OF \$127,350.00.

WHEREAS, the City of Deerfield Beach served as the lead agency for Southeast Florida Governmental Cooperative Purchasing Group Bid #2012-13/18 for the purchase of sulfuric acid 93%; and

WHEREAS, on Friday, March 22, 2013, twenty-one (21) invitation letters were sent to the appropriate registered vendors with the City via e-mail, facsimile, or USPS; and

WHEREAS, on Wednesday, April 17, 2013 the Purchasing Division received two (2) responsive bids; and

WHEREAS, the lowest responsible responsive bidder is Shrieve Chemical Company at a per ton cost of \$141.50;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The City Commission does hereby approve the award of ITB #2012-13/18 for sulfuric acid 93% to Shrieve Chemical Company for an estimated annual expenditure of \$127,350.00. The City Manager or designee is hereby authorized to execute any appropriate documents.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 21ST DAY OF MAY, 2013.

Jean M. Robb
JEAN M. ROBB, MAYOR

ATTEST:

for ADA Graham-Johnson, Deputy
ADA GRAHAM-JOHNSON, MMC, CITY CLERK

Sulfuric Acid 93%

ITB# 2012-13/18

Tabulation

		Shrieve Chemical Company	Sulphuric Acid Trading Company, Inc.		
1. Price Information:					
Product Description	Total Estimated Annual Quantity (All Agencies) (Tons)	Unit Cost Per Ton	Total Cost	Unit Cost Per Ton	Total Cost
Sulfuric Acid 93%	13,800	\$ 141.50	\$ 1,952,700.00	\$ 163.00	\$ 2,249,400.00
2. Product Information:					
a. Product offered:		NSF Certified, Sulfur-Burned Virgin Sulfuric Acid	93% Sulfuric Acid 66 Degree Baume		
b. Manufacturer:		Mosaic	TECO Polk Power Station, Mulberry, FL; SATCO Tampa Terminal, Tampa, FL		
c. Percentage H ₂ SO ₄ :		93.60%	93%		
d. Minimum percentage of sulfuric acid:		93.19%	93.19%		
e. Average percentage of sulfuric acid:		93.60%	93.50%		
f. Specific gravity at 60 degrees Fahrenheit:		1.83	1.8354		
g. Product weight (pounds per gallon):		15.3	15.303		
h. Iron as Fe (ppm):		Typical 12 ppm	Less than 25ppm		
3. Index used for pricing adjustments:					
		Green Markets	Producer Price Index		
4. Order and Delivery Information:					
a. Minimum order requirement (in Tons):		23	24		
b. Delivery time after receipt of order (Calendar Days):		1	1		
c. State telephone number for placement of orders:		800-367-4226	800-633-1358		
d. State telephone number for emergency contact after regular hours:		800-367-4226	800-633-1358		

Completed Schedule "A"	Y	Y
Meets SDBE Goal	N	N
Provided Certificate of Insurance	Y	Y



City of

D E E R F I E L D
B E A C H

**Section 5
Bid Package**

**Sulfuric Acid 93%
ITB #2012-13/18**

Submitted By:

Company Name: Shrieve Chemical Company

Street Address: 1755 Woodstead Court

City/State/Zip: The Woodlands, TX 77380

Point of Contact: Ted Threadgill

Phone No.: 281-367-4226 Fax: 281-367-0071 E-Mail: tthreadgill@shrieve.com

**Bid Certification
(Page 1 of 3)**

I have received, read and agree to the all terms and conditions as set forth in ITB #2012-13/18, Sulfuric Acid 93%. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Bid Package, together with the ITB, the resulting Contract, and all other documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, shall become a binding agreement between the parties for the services to be provided in accordance with the terms and conditions set forth herein. I further certify that all information and documentation contained within this Bid to be true and correct.

Ted Threadgill

Ted Threadgill

Printed Name / Signature

Addendum Acknowledgment (if applicable):

Bidder acknowledges that the following addenda have been received and are included in his/her Bid Package:

<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____
_____	_____
_____	_____
_____	_____

Statement of No Bid (if applicable):

The above named company does not intend to submit a bid for the following reason: insufficient time to respond, do not offer product or service, unable to meet specifications, schedule will not permit or any other reason as stated:

Communications regarding this bid shall be addressed to:

Company Name: Shrieve Chemical Company

Social Security No./ Federal Tax Id: 74-1994881

Bidder's Name (Print): Ted Threadgill Title: Vice President-SE Region

Address: 1755 Woodstead Court

<u>The Woodlands</u>	<u>TX</u>	<u>77380</u>
City	State	Zip Code

Telephone: (281) 367-4226 Fax: (281) 367-0071

E-mail: tthreadgill@shrieve.com

**Bid Certification
Page (2 of 3)**

Certification of Bidder, If an Individual

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____ who is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)
My Commission Expires: _____

Certification of Bidder, If a Partnership

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____, partner on behalf _____ (name of partnership), a partnership. He/she is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)
My Commission Expires: _____

Bid Certification
Page (3 of 3)

Certification of Bidder, If a Corporation

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of April, 2012 by
Ted Threadgill, as Vice President-SE Region (title)
of Shrieve Chemical Company (Name of corporation). He/she is personally
known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: Avis A. Fuller
NOTARY PUBLIC, STATE OF FLORIDA Texas
(Signature of Notary Taking Acknowledgment)
Avis A Fuller, Exec. Admin.
(Name of Acknowledger Typed, Printed or Stamped)
My Commission Expires: 2/29/16

**Bid Schedule
(Page 1 of 2)**

The undersigned hereinafter called the Bidder, hereby agrees to supply the products at the price submitted below in accordance with the terms, conditions and specifications contained in this ITB. Price adjustments shall be in accordance with the index specified below. Price shall include delivery, labor, equipment, supplies, management, travel, etc. No surcharges for fuel or otherwise shall not be accepted or allowed.

Note: Bidder shall provide all information required below, and fill in all blank spaces.

1. Price Information:

Product Description	Total Estimated Annual Quantity (All Agencies)		Unit Cost Per Ton		Total Cost
Sulfuric Acid 93%	13,800 Tons	x	\$ 141.50	=	\$ 1,952,700

2. Product Information:

a. Product offered: NSF Certified, Sulfur-Burned Virgin Sulfuric Acid

b. Manufacturer: Mosaic

c. Percentage H₂SO₄: 93.6 %

d. Minimum percentage of sulfuric acid 93.19 %

e. Average percentage of sulfuric acid 93.6 %

f. Specific gravity at 60 degrees Fahrenheit: 1.83

g. Product weight (pounds per gallon): 15.3

h. Iron as Fe (ppm): Typical 12 ppm

3. Index used for pricing adjustments (Check One):

Producer Price Index - Commodities (PPI) for Chemicals and Allied Products, Sulfuric Acid (Commodity Code 0613020T1), not seasonally adjusted.

OR

Green Markets, Sulfur Posting, Recovered LT, Tampa c (Contract)
Currently \$150.00

**Bid Schedule
(Page 2 of 2)**

4. Order and Delivery Information:

- a. Minimum order requirement: 23 Tons
- b. Delivery time after receipt of order: 1 Calendar Days
- c. State telephone number for placement of orders: 800-367-4226
- d. State telephone number for emergency contact after regular hours: 800-367-4226

Company Name: Shrieve Chemical Company

Bidder's Name: Ted Threadgill

Bidder's Title: Vice President-SE Region

Bidder's Signature: *Ted Threadgill*

Qualification Statement

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted to: City of Deerfield Beach
 Address: Purchasing Division
 401 SW 4th Street
 Deerfield Beach, Florida 33441

Circle One:

- Corporation
- Partnership
- Individual
- Other

Submitted By: Shrieve Chemical Company

Name: Ted Threadgill

Address: 1755 Woodstead Court

City, St., Zip The Woodlands, TX 77380

Note: Additional sheets may be attached if necessary.

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: Shrieve Chemical Company

The address of the principal place of business: 1755 Woodstead Court, The Woodlands
TX 77380

2. If Bidder is a corporation, answer the following:

a. Date of Incorporation: September 7, 1978

b. State of Incorporation: Texas

c. President's name: Jerry Jackson

d. Vice President's name: Ted Threadgill

e. Secretary's name: Kristina Mordaunt

f. Treasurer's name: Jim Coffey

g. Name and address of Resident Agent: Ted Threadgill, 236 McLean Point
Court, Winter Haven, FL 33884

3. If Bidder is an individual or a partnership, answer the following:

a. Date of organization: N/A

b. Name, address and ownership units of all partners: _____

c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. N/A

6. How many years has your organization been in business under its present business name? 35

a. Under what other former names has your organization operated?

N/A

b. How many years has your company been in business providing the products relevant to this ITB? 35

c. How many government agencies has your company provided these products to and which ones?

Virtually all Florida water treatment plants, Please see reference list.

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this ITB. Please attach certificate of competency and/or state registration.

See attached certificate

8. Have you ever failed to complete any work awarded to you? If so, state when, where, and why?

NO

9. Will you be using any subcontractors? yes or no NO

a. If so, state the name, address, phone number, and tasks to be performed for each?

10. For purposes of determining any possible conflicts of interest, all bidders must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. Indicate either "yes" or "no". If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.with your business.

Yes ___ No ___ Name (s) and Position (s) N/A

11. State the name of the individual who will have personal supervision of the work and/or be the dedicated representative and point of contact to the City :

Ted Threadgill

12. Provide the ordering methods acceptable to your firm (Phone, Fax, Online, etc).

(281) 367-4226 or ejohnson@shrieve.com

13. Provide the location of production facilities and manufacturing plants.

Mosaic Riverview, FL and Mosaic, South Pierce, FL

14. What is your companies contingence plan should interruptions in supply or delivery occur?

We have been in business for 35 years in Florida and have managed in

all hurricanes and natural disasters.

The Bidder acknowledges and understands that the information contained in response to this qualifications statement shall be relied upon by the City in awarding the Contract and such information is warranted by the Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the Contract shall cause the City to reject the bid, and if after the award to cancel and terminate the award and/or Contract.

Led Threadgill
Bidder's Signature

4-15-13
Date

Schedule "A"

City of Deerfield Beach Disclosure Form
Applicant Seeking a City Contract

Name of Person Filing this Form: Ted Threadgill

Principal for whom the signatory is acting: Shrieve Chemical Company

Name of Company Filing this Form: Shrieve Chemical Company

Matter before the City Commission for which this is being filed: **Sulfuric Acid 93%, ITB #2012-13/18.**

Relationship of signatory to principal: Vice President-SE Region

Pursuant to Section 5 of Ordinance No. 2009/006, City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information:

(If not applicable, please indicate below. Do not leave blank)

(a) Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company):

N/A

(b) Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non actionable:

N/A

(c) Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation:

N/A

Witnesses:

Chris A. Fuller
Witness

[Signature]
Witness

Bidder:

Ted Threadgill
Print Name

Ted Threadgill
Signature

Indemnification Clause

The parties agree that one percent (1%) of the total compensation paid by Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract.

The Contractor shall at all times indemnify, hold harmless and, at City Attorney's option, defend or pay for an attorney selected by City Attorney to defend the City of Deerfield Beach, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of the Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the City by reason of any such claim, cause of action or demand, the Contractor shall, upon written notice from the City, resist and defend such lawsuit or proceeding by counsel satisfactory to the City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Contract may be retained by City until all of City's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City.

Ted Threadgill Bidder's Name Ted Threadgill Signature 4/15/13 Date

STATE OF ~~FLORIDA~~ Texas
COUNTY OF ~~BROWARD~~ Montgomery

The foregoing instrument was acknowledged before me this 15 day of April, 2012³ by Ted Threadgill who is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: Avis A. Fuller
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ Texas
(Signature of Notary Taking Acknowledgment)
Avis A Fuller, Exec Adm.
(Name of Acknowledger Typed, Printed or Stamped)
My Commission Expires: 2/29/16

Non-Collusive Affidavit

Ted Threadgill (Bidder's Name) being first duly sworn, deposes and says that:

- 1. He/she is the Representative (Owner, Partner, Officer, Representative or Agent) of Shrieve Chemical Company the Bidder that has submitted the attached proposal;
2. He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm or person to fix the price or prices in the attached proposal or of any other Bidder, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
5. The price or prices quoted in the attached Bid Schedule are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Ted Threadgill Bidder's Name, Ted Threadgill Signature, April 15, 2013 Date

STATE OF FLORIDA Texas
COUNTY OF BROWARD Montgomery

The foregoing instrument was acknowledged before me this 15 day of April, 2013 by Ted Threadgill who is personally known to me or who has produced (type of identification), as identification.

NOTARY'S SEAL: Avis A Fuller, NOTARY PUBLIC, STATE OF FLORIDA Texas, (Signature of Notary Taking Acknowledgment) Avis A Fuller, Exec Adm, (Name of Acknowledger Typed, Printed or Stamped) My Commission Expires: 2/29/16

Drug-Free Workplace Form

The undersigned vendor in accordance with *Florida Statutes*, Chapter 287, Section 287.087 hereby certifies that Shrieve Chemical Company does:
 (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of *Florida Statutes*, Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

<u>Ted Threadgill</u>	<u></u>	<u>April 15, 2013</u>
Bidder's Name	Signature	Date

References

The following is a list of at least four (4) references that Bidder has provided similar service in the past three (3) years. Government agency references are preferred.

1. Name of Firm or Agency: City of Hollywood
 Address: 2600 Hollywood Blvd.,
 City/State/Zip: Hollywood, FL 33022
 Contact: Ralph Dierks Title: _____
 Telephone: 954-921-3322 Fax: 954-921-8554 Email _____
 Scope of Work: Sulfuric Acid Supply

2. Name of Firm or Agency: Indian River - Vero Beach
 Address: 1800 27th Street
 City/State/Zip: Vero Beach, FL 32960
 Contact: Jerry Davis Title: _____
 Telephone: 772-226-1418 Fax: _____ Email _____
 Scope of Work: Sulfuric Acid Supply

3. Name of Firm or Agency: City of Boynton Beach
 Address: 100 E. Boynton Beach, Blvd.
 City/State/Zip: Boynton Beach, FL 33425
 Contact: Janet Allen Title: _____
 Telephone: 561-742-6322 Fax: 561-742-6316 Email _____
 Scope of Work: Sulfuric Acid Supply

4. Name of Firm or Agency: City of N. Miami Beach
 Address: 17050 NE Avenue
 City/State/Zip: North Miami Beach, FL 33162
 Contact: Raul Title: _____
 Telephone: 305-652-6460 Fax: _____ Email _____
 Scope of Work: Sulfuric Acid Supply

Note: Additional references may be attached and provided.

Variations to the ITB

State any variations to specifications, terms and conditions in the space provided below. No variations or exceptions by the Bidder will be deemed to be part of the proposal submitted unless such variation or exception is listed in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this ITB.

Variations: N/A

Company Name: Shrieve Chemical Company

Bidder's Name (Print): Ted Threadgill

Signature: *Ted Threadgill*

Date: April 15, 2013

Shrieve Chemical Company

SOUTHEAST OFFICE

236 McLean Point Court
Winter Haven, FL 33884
Phone: (800) 367-4226
Fax: (863) 324-6575

CORPORATE OFFICE

1755 Woodstead Court
The Woodlands, TX 77380
Phone: (281) 367-4226
Fax: (281) 292-2014

TED THREADGILL

Vice President-Southeast U.S.

April 15, 2013

Purchasing Department
City of Deerfield Beach
401 SW 4th Street, 2nd Floor
Deerfield Beach, FL 33441

RE: ITB #2012-13/18

Shrieve Chemical certifies that all material shipped to Deerfield Beach meets ANSI/NSF Standard 60 specifications.

Best regards,



Ted Threadgill
Vice President-SE Region

Shrieve Chemical Company

1755 Woodstead Court
The Woodlands, Texas 77380

(281) 367-4226
Fax: (281) 367-0071

93% - 98% SULFURIC ACID Typical Analysis

Acidity as H ₂ SO ₄	93.0 – 98.5%
Iron	< 25 ppm
Reducing Substances as SO ₂	< 20 ppm
Nitrates as NO ₃	< 10 ppm
Chlorides as Cl	< 5 ppm
Ammonium as NH ₄ ⁺	< 1 ppm
Heavy Metals as Pb	< 1 ppm
Aluminum as Al	< 0.5 ppm
Antimony as Sb	< 0.5 ppm
Arsenic as As	< 1.0 ppm
Cadmium as Cd	< 0.5 ppm
Chromium as Cr	< 1 ppm
Copper as Cu	< 0.5 ppm
Lead as Pb	< 1 ppm
Manganese as Mn	< 0.5 ppm
Mercury as Hg	< 20 ppb
Nickel as Ni	< 0.5 ppm
Platinum as Pt	< 0.5 ppm
Potassium as K	< 1 ppm
Selenium as Se	< 0.5 ppm
Zinc as Zn	< 0.5 ppm
Fixed Residue	110 ppm
Organic Matter	< 10 ppm
Color	30
Turbidity (NTU)	< 1

Product produced at Mosaic.



Certified to ANSI/NSF Standard 60
Maximum Use for Potable Water 50 mg/liter



Certificate of Registration

DR-11
R. 10/12

Issued Pursuant to Chapter 212, Florida Statutes

78-8011942838-9	04/29/91
Certificate Number	Registration Effective Date

This certifies that

SHRIEVE CHEMICAL COMPANY
1717 WOODSTEAD CT STE 205
THE WOODLANDS TX 77380-1448

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE

**THIS IS YOUR SALES & USE TAX CERTIFICATE OF REGISTRATION
(DETACH AND POST IN A CONSPICUOUS PLACE)**



THIS IS YOUR ANNUAL RESALE CERTIFICATE FOR SALES TAX
Note: New dealers who register after mid-October are issued annual resale certificates that expire on December 31 of the following year.
These certificates are valid immediately.



DR-11R, R. 10/12



2013 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/12

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2013

Business Name and Location Address	Registration Effective Date	Certificate Number
SHRIEVE CHEMICAL COMPANY 1717 WOODSTEAD CT STE 205 THE WOODLANDS TX 77380-1448	04/29/91	78-8011942838-9

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

Presented to: _____ (Insert name of seller on photocopy) (date)

Presented by: (Authorized Signature (Purchaser)) 12/6/12 (date)

Green Markets

MAP	4/8/13	Year ago	STANDARD MURIATE	4/8/13	Year ago
Central Florida	485-540	480-485	Saskatchewan	425-440	530-535
New Orleans	465-480	463-485	Vancouver	380-410	450-505
Western U.S. DEL	590-630	620-630			

TSP	4/8/13	Year ago
Central Florida	NA	NA
New Orleans domestic	NA	NA
New Orleans import	400-408	430-435

PHOS. ROCK	4/8/13	Year ago
Central Florida	NA	NA
North Africa	150-165	180-190
Jordan 70-74 BPL	NA	NA

PHOS. ACID	4/8/13	Year ago
North Carolina	NA	NA
Western U.S. DEL	10.25-11.05	13.70-13.75
India C&F	770	960

10-34-0	4/8/13	Year ago
Midwest	495-560	645-725
Western U.S. DEL	500-550	588-650

POTASH COARSE MURIATE	4/8/13	Year ago
Saskatchewan	NA	NA
Midwest	450-460	525-540
Western U.S. DEL	520-550	590-610

GRANULAR MURIATE	4/8/13	Year ago
Saskatchewan	430-445	535-540
Carlsbad	465-470	530-540
Midwest	455-467	525-545
Western U.S. DEL	530-560	595-610
Vancouver	395-425	465-520

SOLUBLE MURIATE	4/8/13	Year ago
Saskatchewan	437	535-540
Western U.S.	NA	NA

SULFUR DRY MT	4/8/13	Year ago
Vancouver c	150-170	170-175
Vancouver s	145-155	180-200

RECOVERED LT	4/8/13	Year ago
Tampa c	150	172
Tampa s	NA	NA
New Orleans	139	161
Houston DEL	135	157
West Coast	145-155	170-180
Alberta mt	10-70	NA

PRILL MT	4/8/13	Year ago
U.S. Gulf	135-140	NA

PRICE QUOTES DO NOT REFLECT ACTUAL TRANSACTIONS, BUT REPRESENT CURRENT MARKET CONDITIONS AS PERCEIVED BY SELECTED BUYERS AND SELLERS.

PRICE NOTES: Prices are based on large transactions, involving truckloads or larger volumes. All prices are net of discounts for volume, cash, or prompt payment, if such are offered. **RANGES:** Price spreads shown for a region usually reflect localized price differences within the region. **FOB/C&F/DELIVERED:** Prices listed on an **FOB** basis are at the producer's plant gate, terminal, or pipeline point. All prices are FOB unless otherwise noted. **C&F** prices include transportation to the destination port. **Delivered (DEL)** prices include transportation costs to the retail dealer's premises or the nearest accessible railhead. Prices followed by the designation (c) are **CONTRACT** prices; prices followed by the designation (s) are **SPOT** prices. The notation **NA** (not available) means that a current price is not obtainable. The notation (mt) denotes metric ton.

COMMODITY NOTES—NITROGEN SOLUTIONS: Domestic prices are quoted on the basis of nutrient units; to convert to a short ton basis, multiply the nutrient value of the solution (e.g., 32) by the price shown. **UREA:** (p) indicates prilled product, (g) granular product. Prices not so marked represent both. **PHOSPHATE ROCK:** Prices reflect long-term contracts for 68% bone phosphate of lime rock that is being mined in the area closest to the named price point. **SULFUR:** Recovered Tampa, New Orleans and Houston prices are for 1st quarter. West Coast price is refinery to prillers.

REGIONS: **Mid-Cornbelt** — Ohio, Indiana, Illinois, Iowa, Missouri, Nebraska; **Eastern Cornbelt** — Ohio, Indiana, Illinois; **Western Cornbelt** — Iowa, Missouri, Nebraska; **Southern Plains** — W. Texas, Oklahoma, Kansas, E. New Mexico, E. Colorado; **South Central** — Alabama, Mississippi, Kentucky, Tennessee, Arkansas, Louisiana, E. Texas; **Southeast** — Florida, Georgia, South Carolina, North Carolina, Virginia; **Northeast** — Maryland, Delaware, Pennsylvania, New Jersey, New York, New England; **Northern Plains** — Minnesota, North Dakota, South Dakota; **Great Lakes** — Michigan, Wisconsin; **Pacific Northwest** — Washington, Oregon, Idaho, Montana; **Western Canada** — Manitoba, Saskatchewan, Alberta, British Columbia; **Eastern Canada** — Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island



City of

D E E R F I E L D

B E A C H

Invitation to Bid

Sulfuric Acid 93%
ITB #2012-13/18

Purchasing Division
401 S.W. 4th Street, Deerfield Beach, FL 33441
Phone: 954-480-4381
Fax: 954-480-4388

Table of Contents

City of Deerfield Beach
Sulfuric Acid 93%
ITB #2012-13/18

<u>Section</u>	<u>Page</u>
LEGAL NOTICE	1
NOTICE OF COOPERATIVE PROCUREMENT	2
SECTION 1 - INTRODUCTION AND INFORMATION	3
1.1 Purpose.....	3
1.2 Point of Contact.....	3
1.3 Contract Term	3
1.4 Participating Agencies	4
SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS.....	5
2.1 Other Governmental Agencies	5
2.2 Independent Contract.....	5
2.3 Sub-Contractors	5
2.4 Addenda, Changes and Interpretations	5
2.5 Multiple Bids	5
2.6 Variances	5
2.7 Omission of Details	6
2.8 Mistakes	6
2.9 Bidder's Cost.....	6
2.10 Bid Acceptance	6
2.11 Rejection of Bids	6
2.12 Bidder Qualifications	6
2.13 Bidder's Experience Records	6
2.14 Licenses and Certifications.....	6
2.15 Insurance	6
2.16 Indemnification	6
2.17 Legal Requirements	7
2.18 Protest Procedures.....	7
2.19 Cone of Silence.....	8
2.20 Small Disadvantages Business Entity.....	8
2.21 Ethics Code.....	9
2.22 Public Records / Confidential Information	9
2.23 Public Entity Crimes Information Statement.....	9
2.24 Anti Collusion	9
2.25 Conflict of Interest	9
2.26 No Contingent Fee	9
2.27 Special Conditions.....	10
2.28 Entire Agreement	10
2.29 Nonexclusive Contract/Additional Services.....	10

2.30	Assignment	10
2.31	Waiver	10
2.32	Survivorship Rights	10
2.33	Severability	10
2.34	Default and Termination	10
2.35	Advertising	10
2.36	Venue.....	10
2.37	Safety Requirements.....	11

SECTION 3 - SPECIAL TERMS AND CONDITIONS 12

3.1	ITB Schedule.....	12
3.2	Submission and Receipt of Bids	12
3.3	Contract Award.....	13
3.4	Quantities	13
3.5	Price.....	13
3.6	Cost Adjustments	13
3.7	Delivery	14
3.8	Inventory	15
3.9	Substitutions.....	15
3.10	Samples and Demonstrations.....	15
3.11	Reporting Requirements.....	15
3.12	Invoices and Payment	15
3.13	Required Documents.....	16
3.14	Insurance Requirements	16

SECTION 4 - SPECIFICATIONS 18

4.1	General	18
4.2	Product Description	18
4.3	Standardization / Variances.....	18
4.4	NSF / ANSI Standard 60	18

SECTION 5 - BID PACKAGE BP-1

Bid Certification.....	BP-2
Bid Schedule.....	BP-5
Qualification Statement.....	BP-7
Schedule "A"	BP-11
SDBE Participation Affidavit.....	BP-12
SDBE Unavailability Affidavit	BP-13
Indemnification Clause.....	BP-14
Non-Collusive Affidavit.....	BP-15
Drug-Free Workplace Form	BP-16
References	BP-17
Variances.....	BP-18



City of
D E E R F I E L D
B E A C H

March 22, 2013

**PUBLIC NOTICE
FOR
SULFURIC ACID 93%
ITB #2012-13/18**

DUE DATE: WEDNESDAY, APRIL 17, 2013 AT 11:00 A.M. EST

The City of Deerfield Beach, as the lead agency for this contract and on behalf of the Southeast Florida Governmental Purchasing Cooperative Group is seeking bids from qualified vendors, herein referred to as the Bidder, to establish an open-ended as needed annual contract for Sulfuric Acid 93% in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

Sealed Bids shall be delivered in a sealed envelope and addressed to the Purchasing Division, 2nd Floor, 401 S.W. 4th Street, Deerfield Beach, FL 33441, until, Wednesday, April 17, 2013 at 11:00 a.m. EST, at which time and place the submittals will be publicly opened and the names of the Bidder's will be read. All Bidders or their representatives are invited to attend the bid opening. Bids shall be clearly labeled with the Bidder's legal name, address and telephone number, bid title and number, and due date.

Bidders are responsible for making certain that their bid is received at the location specified by the due date and time. The City of Deerfield Beach is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. Bids received after the due date and time will be returned to the Bidder unopened.

A cone of silence is in effect for this ITB. The cone of silence prohibits certain communications between potential respondents and the City.

An ITB document can be obtained through the City of Deerfield Beach, Purchasing Division on March 22, 2013. An ITB document may be requested by emailing sfrancis@deerfield-beach.com or picked up at the Purchasing Division, 2nd Floor, 401 S.W. 4th Street, Deerfield Beach, FL 33441. Bids will only be accepted from registered Bidders who have obtained the ITB document from the Purchasing Division.

For additional information, contact David Santucci, Purchasing Manager at (954) 480-4380 or dsantucci@deerfield-beach.com.

Burgess Hanson
City Manager



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the “lead agency”. All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor’s name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

“WORKING TOGETHER TO REDUCE COSTS”

SECTION 1 - INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Deerfield Beach (the City) invites qualified and experienced vendors to submit bids to provide the City and participating members of the Southeast Governmental Purchasing Cooperative Group with Sulfuric Acid 93% in bulk, delivered, on an as-needed basis. This product will be used in the City's water treatment plant to produce drinking water, and all products bid must be authorized for such use. This product is for use in the City's membrane filtration process.

Any reference in the Invitation to Bid to the City shall apply to all participating agencies referenced in the ITB. It is the intention of the City to award a single contract to the lowest responsive and responsible Bidder responding to this ITB. However, the City reserves the right to award the Contract to more than one (1) Bidder.

1.2 Point of Contact

All inquiries, questions, and requests for additional information concerning of this ITB shall be sent in writing via mail, e-mail, or facsimile to:

City of Deerfield Beach, Purchasing Division
Attn: David Santucci, Purchasing Manager
401 S.W. 4th St.
Deerfield Beach, FL 33441
Fax: (954) 480-4388
E-mail: dsantucci@deerfield-beach.com

All responses to questions pertaining to the technical specifications or bid requirements shall be issued through an official addendum.

1.3 Contract Term

1.3.1 Initial Term and Renewal Options

The initial contract term shall be for three (3) years and shall commence upon final execution of the Contract by the City or as otherwise indicated in the final contract. The City reserves the right to extend the contract for three (3) additional one (1) year renewal terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

1.3.2 Contract Extension

In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

1.4 Participating Agencies

The following agencies are active participants in the Southeast Florida Governmental Cooperative Group and have indicated their willingness to participate in this contract. Estimated annual quantities, contact information, and delivery address are provided below.

City of Deerfield Beach

Estimated Quantity: 900 tons

Water Treatment Plant
290 Goolsby Blvd.
Deerfield Beach, FL 33442
Robert Johnston, Chief Water Plant Operator
Phone: 954-480-4369
Fax: 954-480-4348
E-mail: rjohnston@deerfield-beach.com

City of Hallandale

Estimated Quantity: 153 tons

Water Treatment Plant
630 NW 2nd Street
Hallandale Beach, FL 33009
Hal Elsasser
Phone: 954-457-1610
Fax: 954-457-1624
E-mail: helsasser@hallandalebeach.org

Cooper City

Estimated Quantity: 1,900 tons

Water Treatment Plant
George A. Haughney Utilities Complex
11791 SW 49th Street, FL 33009
Cooper City, FL
Phone: 954-434-5519
Fax: 954-680-3159
E-mail: ggarba@coopercityfl.org

City of Hollywood

Estimated Quantity: 3,036 tons

Water Treatment Plant
3441 Hollywood Blvd.
Hollywood, FL 33021
Taylor Calhoun
Phone: 954-967-4230
Fax: 954-967-4232
E-mail: tcalhoun@hollywoodfl.org

Dania Beach

Estimated Quantity: 300 tons

Water Treatment Plant
Phil Skidmore
1201 Stirling Road
Dania Beach, FL 33004
Phone: 954-924-3747
Fax: 954-924-3621
E-mail: pskidmore@ci.dania-beach.fl.us

City of Pompano Beach

Estimated Quantity: 1050 tons

Water Treatment Plant
301 NE 12th Street
Pompano Beach, FL 33060
J. Alan Clark, Acting Supt.
Phone: 954-545-7030
Fax: 954-545-7046
E-mail: james.clark@copbfl.com

City of Ft. Lauderdale

Estimated Quantity: 2,230 tons

Peele Dixie Water Treatment Plant
1500 N. State Rd. 7
Ft. Lauderdale, FL 33317
Cesar Alza
Phone: 954-828-7501
Fax: 954-316-1075
E-mail: calza@fortlauderdale.gov

City of Sunrise

Estimated Quantity: 4,300 tons

Water Treatment Plant
14150 NW 8th Street
Sunrise, FL 33325
Greg Sutherland
Phone: 954-888-6073
Fax: 954-846-7407
E-mail: gsutherland@sunrisefl.gov

SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS

2.1 Other Governmental Agencies

Municipalities and other governmental agencies which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the City. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the City. None of the participating governmental agencies shall be deemed or construed to be a party to any contract executed by and between any other governmental agency and the Contractor(s) as a result of this procurement action.

2.2 Independent Contractor

The Bidder represents itself to be an independent firm offering such products or services to the general public and shall not represent itself or its employees to be employees of the City of Deerfield Beach. Therefore, the Bidder shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City of Deerfield Beach, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.3 Sub-Contractors

If the Bidder proposes to use subcontractors in the course of providing these products and/or services to the City, this information shall be a part of the Bidder's response. Such information shall be subject to review, acceptance and approval of the City, prior to any Contract award. The City reserves the right to approve or disapprove of any proposed subcontractor in its best interest.

2.4 Addenda, Changes and Interpretations

Any inquiry or request for interpretation received ten (10) or more days prior to the due date for the opening of the Bids will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum. Addenda will be issued via e-mail and sent to the e-mail address provided by each plan holder no later than seven (7) days prior to the bid opening date. Each prospective Bidder shall acknowledge receipt of such addenda in the space provided on the bid form. All addenda are a part of the contract documents and each Bidder will be bound by such

addenda, whether or not received by Bidder. It is the responsibility of each prospective Bidder to verify that they have received all addenda issued before bids are opened. No verbal interpretations may be relied upon.

2.4.1 Failure to acknowledge receipt of addenda which affect price shall be considered a major irregularity; in which case, the bid will be deemed non-responsive.

2.4.2 Failure to acknowledge receipt of addenda which do not affect price shall be considered a minor irregularity; in which case, the City has the sole discretion to waive.

2.5 Multiple Bids

More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Such a circumstance will lead to rejection of all responses in which the Bidder is involved except for sub-Bidders. If there is reason to believe that collusion exists between Bidders, those parties' bids will be rejected and deemed for City purposes to be a conviction of a public entity crime.

2.6 Variances

2.6.1 For purposes of bid evaluation, Bidders must indicate any variances, no matter how slight, from the ITB General Conditions, Special Conditions, Technical Specifications or Addenda. 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 ITB and referenced in the space provided on the bid 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.

2.6.2 By receiving a bid, the City does not necessarily accept any variances contained in the ITB. 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, makes 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.

- 2.7 Omission of Details**
The apparent silence of the specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any services or material requested, shall be regarded as unintentional and should not serve to alleviate the contractor of their performance responsibilities.
- 2.8 Mistakes**
Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a bid.
- 2.9 Bidder's Cost**
The City shall not be liable for any costs incurred by Bidders in responding to this ITB.
- 2.10 Bid Acceptance**
Any bid may be withdrawn up until the bid opening date and time (due date). Any bid not so withdrawn shall upon opening constitute as an irrevocable offer to the City to provide the products and/or services set forth in the ITB. Bidder warrants by virtue of submitting his Bid that his Bid and the prices quoted in his Bid will be firm for acceptance by the City for a period of ninety (90) days from the date of ITB opening unless otherwise stated in the ITB.
- 2.11 Rejection of Bids**
The City reserves the right to accept or reject any or all bids, parts of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bid process.
- 2.12 Bidder Qualifications**
Bidder shall be in the business of providing Sulfuric Acid 93% and must possess sufficient financial support, equipment and organization to insure that it can satisfactorily perform if awarded a Contract. Bidders shall satisfy each of the following requirements cited below. Failure to do so will result in the Bid being deemed non-responsive.
- 2.12.1** Before awarding the Contract, the City reserves the right to require that the Bidder submit such evidence of their qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a Bidder, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.
- 2.12.2** Bidder shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- 2.12.3** Neither Bidder nor any principal, officer, or stockholder of Bidder(s) shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
- 2.12.4 Qualifications Statement**
Each Bidder shall complete the Qualifications Statement, and submit the same with their bid. Failure to submit the Qualifications Statement and the documents required there under with the bid may constitute grounds for rejection of the bid.
- 2.13 Bidder's Experience Record**
The City shall have the right to investigate the financial condition and experience record of each prospective Contractor and determine to its satisfaction the competency of each to undertake the project requested by this bid.
- 2.14 Licenses and Certifications**
The Bidder shall be appropriately licensed to perform the work. Bidder shall possess at the time of bid opening all required licenses and certifications. The Bidder shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits.
- 2.15 Insurance**
- 2.15.1** The Bidder's response shall include a copy of any certificate of insurance which provides evidence of insurability meeting the minimum insurance requirements stated in the Special Terms and Conditions. The Bidder shall assume full responsibility and expense to obtain all necessary insurance.
- 2.15.2** The successful Bidder shall not commence operations pursuant to the terms of this ITB and the attached Contract, until certification or proof of the insurance requirements set forth herein have been received and approved.
- 2.16 Indemnification**
The Contractor shall at all times indemnify, hold harmless and, at City Attorney's option, defend or pay for an attorney selected by City Attorney to defend the City of Deerfield Beach, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims,

losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of the Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the City by reason of any such claim, cause of action or demand, the Contractor shall, upon written notice from the City, resist and defend such lawsuit or proceeding by counsel satisfactory to the City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Contract may be retained by City until all of City's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City.

2.17 Legal Requirements

Applicable provisions of all federal, state, and 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) attaching a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

2.18 Protest Procedures

In accordance with Section 38-139 of the City of Deerfield Beach Code of Ordinances, if a Bidder intends to protest a solicitation or proposed award the following shall apply:

2.18.1 Any Bidder who is aggrieved in connection with the pending award of a contract or any element of the process leading to the award of or contract may protest to the Purchasing Manager. A protest must be filed within five business days after notification of the recommendation of the selection/evaluation committee or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest is received by the Purchasing Manager.

2.18.2 Upon receipt of a protest of the pending award of a contract, the Purchasing Manager shall review the charge to determine whether the protest was timely filed. If upon review the Purchasing Manager determines that the protest was not timely filed, the Purchasing Manager shall dismiss the protest. If it is determined that the protest was timely filed, the Purchasing Manager shall notify all Bidders of the protest and inform them of the scheduled hearing before the City Commission and of their right to intervene. Any Bidder may formally intervene in the proceeding by filing a request to intervene with the Purchasing Manager.

2.18.3 The Purchasing Manager shall require a deposit from a protester to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be forfeited to the City. The deposit shall be in the form of cash, a cashier's check, or a payment bond and shall be in the amount of 1% of the amount of the pending award, with a minimum deposit of \$250 and a maximum deposit of \$1,000.

2.18.4 The protester and intervener(s) may file written documentation relating to the protest with the Purchasing Manager. It shall be the obligation of such protester or intervener(s) to deliver said documentation at least one week prior to City Commission action on the protest.

2.18.5 The City Commission may hear from the protester and intervener(s) in its discretion or may dispose of the protest without permitting presentations on the protest. If, on its face, the protest does not state sufficient cause to warrant remedial action, the City Commission may deny the protest without further participation by the protester or intervener(s). The Commission, in its sole discretion, may deny the protest, grant the protest and fashion relief or remedial action as it deems appropriate, or reject all bids and begin the ITB process again.

2.19 Cone of Silence

In accordance with Section 38-140 of the City of Deerfield Beach Code of Ordinances, during the course of a competitive solicitation, a Cone of Silence shall apply as follows:

- 2.19.1** A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for invitations to bid, requests for bids, requests for qualifications, or other competitive solicitation. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for bids and requests for qualifications and shall not end until the Commission gives final approval of the contract.
- 2.19.2** Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.
- 2.19.3** The Cone of Silence shall not apply to written or oral communications with legal counsel for the City or the Purchasing Manager for the City.
- 2.19.4** Any action in violation of this section shall be cause for disqualification of the bid or the bidder. The determination of a violation shall be made by the City Commission.

2.20 Small Disadvantaged Business Entity (SDBE)

In accordance with Section 38-146 of the City of Deerfield Beach Code of Ordinances, during the course of a competitive solicitation, a Small Disadvantaged Business Entity preference shall apply as follows:

- 2.20.1** The city commission does hereby establish a goal of 15 percent participation by SDBEs

for all competitively bid contracts in excess of \$50,000.00. Such participation shall be a goal of the City of Deerfield Beach City Commission and shall be subject to the terms and the conditions set forth herein. The SDBE Participation Affidavit, to be filed with all competitive bids, is attached below.

- 2.20.2** Unless specifically exempted by resolution of the city commission, or otherwise set forth herein, each contract which is competitively bid or the subject of a request for proposal shall include a requirement that the contractor commit to the expenditure of at least 15 percent of the contract award with one or more SDBEs where the city estimates that the eventual cost will exceed \$50,000.00. This requirement may be completely or partially waived by the city commission or city manager if it is determined that a different percentage commitment should apply based upon the availability and capacity of SDBEs in the applicable industry, service or commodity or where the city commission or city manager determines that the goods or services sought will not require the use of subcontractors. A business enterprise owned by a woman who is a member of a minority group may be counted on a particular contract as an MBE or WBE but not both. This commitment may be met by contractor status as MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor to the extent of the MBE or WBE participation in such joint venture, or by subcontracting a portion of the work to one or more MBEs or WBEs by the purchase of materials or services for the work from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business but no dollar amount of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor, or by any combination of the foregoing. Unless exempted or waived as set forth above, a contractor's bid is non-responsive if it does not identify the SDBE utilization and contain a commitment to at least the SDBE percentage commitment stated in the contract specifications unless SDBE unavailability documentation, a copy of which is attached hereto, is accurately completed and submitted with the bid. The city manager may change the form of the affidavits required.
- 2.20.3** In all contracts governed by this subdivision SDBE participation (or as required in bid

specifications or requests for proposal) or an effort to secure said participation shall be deemed a part of the award evaluation process. The city commission may, by motion, require the provisions of this subdivision to apply to requests for proposals or other contract awards.

2.21 Ethics Code

Bidders are required to acquaint themselves with the provisions in the City of Deerfield Beach's Ethics Code (Ordinance No. 2009/06). The City Commission will strictly apply the Ethics Code. Section (5) "Disclosure and Behavior Requirements of Applicants and Person/Entity seeking a City contract or currently doing business with the City" is of immediate interest. Bidder shall complete the Disclosure Form (attached). Failure to do so may result in the Bidder's bid being deemed non-responsive.

2.22 Public Records / Confidential Information

Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Bidder's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, bids, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Bidder believes any of the information contained in his or her response is exempt from the Public Records Law, then the Bidder must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

No alterations, modifications, release or waiver of this contract or any provisions hereof shall be effective unless in writing executed by the parties.

2.23 Public Entity Crimes Information Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 public entity, may not be awarded or perform work as a Bidder, 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

2.24 Anti-Collusion

The Bidder certifies that it has not divulged, discussed or compared its bid with other Bidders, except subcontractors if they form part of the response and has not colluded with any other Bidders or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of material or service. Any violation of this provision will result in the immediate cancellation of the contract and removal from the Bidder's list.

Each Bidder shall complete the Non-Collusive Affidavit Form (attached) and shall submit the form with the Bid. The City considers the failure of the Bidder to submit this document to be a major irregularity and shall be cause for rejection of the Bid.

2.25 Conflict of Interest

2.25.1 The Bidder covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Contract hereunder. The Bidder further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

2.25.2 No contract will be awarded to a Bidder who has City elected officials, officers or employees affiliated with it, unless the Bidder 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's List and prohibition from engaging in any business with the City.

2.26 No Contingent Fee

Bidder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the Contract. For the breach or violation of this provision, the City shall have the right to terminate the Contract without liability at its discretion.

2.27 Special Conditions

Any and all Special Conditions contained in this ITB that may be in variance or conflict with the General Conditions shall have precedence over the 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.

2.28 Entire Agreement

This Invitation to Bid, all attachments and exhibits, addenda, and the resulting Contract attached states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations and agreements are merged herein or superseded hereby.

2.29 Nonexclusive Contract/Additional Services

Bidder agrees and understands that the Contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical products or services at its sole option.

2.30 Assignment

Contractor shall not transfer or assign or subcontract the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.

2.31 Waiver

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that provisions of this paragraph may not be waived except by a duly executed writing.

2.32 Survivorship Rights

This contract shall be binding on both parties to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assignees.

2.33 Severability

If any term or provision of this contract is found to be illegal and unenforceable, such term(s) shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

2.34 Default and Termination**2.34.1 Termination for Cause**

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

2.34.2 Termination for Convenience

Upon thirty (30) calendar days written notice to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service. The City shall compensate the Contractor for all work properly performed prior to the termination.

2.34.3 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.

2.35 Advertising

In submitting a bid, the Bidder agrees not to use the results there from as a part of any commercial advertising without the prior written consent of the City.

2.36 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.

2.37 Safety Requirements

The Successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the

work. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.

SECTION 3 - SPECIAL TERMS AND CONDITIONS

3.1 ITB Schedule

The City will use the following tentative schedule in the competitive solicitation process. The City reserves the right to change and/or delay scheduled events.

Event	Date
ITB Available	03/22/13
Last Date for Questions	04/07/13
Issue Addenda (if required)	04/10/13
Bid Opening (DUE DATE)	04/17/13 at 11:00 a.m. EST
Commission Meeting	05/07/13
Contract Commencement	06/01/13

3.2 Submission and Receipt of Bids

3.2.1 One (1) clearly marked original, one (1) hardcopy, and one (1) electronic copy of the bid shall be submitted on or before the due date and time, Wednesday, August 29, 2012 at 11:00 a.m. EST, in one single sealed envelope or package. Faxed, e-mailed or verbal bids will not be accepted under any circumstances. The City shall not be responsible for the premature opening of a Bid not properly marked and identified as required herein. The envelope shall be clearly marked on the exterior with the following information:

- 1) Sulfuric Acid 93%
ITB #2012-13/18
- 2) Due Date: 4/17/13 at 11:00 a.m. EST
- 3) Company/Bidder's Name, Point of Contact, Address, and Phone Number
- 4) City of Deerfield Beach
Purchasing Division
401 S.W. 4th St.
Deerfield Beach, FL 33441

3.2.2 Any erasures or corrections on the bid must be made in ink and initialed by the Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen or ink. Bidders shall use the bid forms provided by the City. Failure to use the forms may cause the bid to be rejected and deemed non-responsive.

3.2.3 Bids must contain a manual signature of the authorized representative of the Bidder. The address, e-mail and telephone number for communications regarding the Bid must be shown.

3.2.3.1 Bids by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

3.2.3.2 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

- 3.2.4** All bids received from Bidders in response to the Invitation to Bid will become the property of the City of Deerfield Beach and will not be returned to the Bidders. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- 3.2.5** Bids will be publicly opened in the Purchasing Division, 2nd Floor, 401 S.W. 4th Street, Deerfield Beach, FL 33441. The Bidder's name will be read aloud. Bidders and the public are invited to attend. Bids will be tabulated and made available for review by Bidders and the public at such time as the City provides a notice of an intended decision or until 30 days after the bid opening, whichever is earlier.

3.3 Contract Award

- 3.3.1** The City shall determine which Bidders are responsible and responsive, quoting the lowest price for the items indicated on the Bid Schedule. It is the intent of the City to award the Contract to the lowest responsive and responsible bidder. However, the City reserves the right to award the Contract by group, item, geographic region or as otherwise may be in the best interest of the City.
- 3.3.2.** The City reserves the right to accept or reject any or all bids. The City reserves to right to reject a low bid which it determines to be non-responsive, not responsible, or unqualified. The City also reserves the right to waive minor irregularities or variations to the specifications and in the competitive solicitation process.
- 3.3.3** A recommendation of award will be made to the City Commission. The City Commission has the ultimate authority to approve and/or reject any and all bids. Upon approval by the City Commission, the City Manager is authorized to execute a Contract on behalf of the City.
- 3.3.4** The City shall issue a Purchase Order, Notice to Proceed, and/or fully executed contract to the Contractor, prior to beginning or requesting any services under the contract.

3.4 Quantities

No guarantee or warranty is given or implied by the City as to the amount that may or may not be purchased from any resulting contract. The City reserves the right to increase or decrease quantities. The quantities contained herein are estimates provided for evaluation purposes, are the City's estimation of annual usage, and are subject to change.

3.5 Price

Bidder shall quote a firm, fixed price for the items listed in the Bid Schedule. Prices shall include all costs associated with the services including delivery, labor, equipment, supplies, management, travel, etc. No surcharges for fuel or otherwise shall not be accepted or allowed.

3.6 Cost Adjustments

Costs for products purchased under this contract shall remain firm for the first six (6) months of the contract. The cost shall then be adjusted semi-annually during both the remainder of the initial term and any optional renewal terms. Price adjustments shall be made upwards and downwards.

3.6.1 Cost Adjustment Indexes

Bidders shall have the option to select either one of the indexes stated below. The selection shall be based on the index which most appropriately mirrors the cost

fluctuations imposed upon the bidder when considering factors to include but not limited to stages of production, raw material costs, and transport and delivery.

- a. Producer Price Index - Commodities (PPI) for Chemicals and Allied Products, Sulfuric Acid (Commodity Code 0613020T1), not seasonally adjusted.
- b. Green Markets, Sulfur Posting, Recovered LT, Tampa c (Contract)

3.6.2 Cost adjustments shall take effect for all orders placed on the first day after the prior six-month period. For example, if the contract begins May 1, 2013 the initial price shall remain firm through October 31, 2013. The newly adjusted price shall affect all orders placed on November 1, 2013 through April 30, 2014.

3.6.3 The cost adjustment (increase or decrease) shall be calculated using the latest index published and available 30 days prior to the end of the six month period then in effect compared to the index six months prior. For example, if the contract begins May 1, 2013, the first adjustment would take effect on November 1, 2013, and would most likely be adjusted based on the difference between the September 1, 2013 index and the March 1, 2013 index.

3.6.4 All cost adjustments shall be fully documented and submitted to the City at least twenty (20) days prior to the expiration of the current six month period. Contractor shall submit proper evidence of any adjustment including copies of the applicable index and calculations. The City shall verify the accuracy of all cost adjustments prior to their acceptance.

3.7 Delivery

3.7.1 The Contractor shall be notified by email, telephone, or facsimile for requested deliveries and shall make deliveries within seventy-two (72) hours of the request or as otherwise specified by the Bidder on the Bid Schedule. Deliveries shall be made in 25-ton increments. All deliveries shall be made on weekdays, excluding holidays observed by the City, between the hours of 8:00 a.m. and 2:00 p.m. The City of Deerfield Beach reserves the right to terminate the contract in the event the delay in delivery is deemed unacceptable.

3.7.2 The Contractor shall ensure that the product is delivered in clean containers/tanks and is free of contamination. If the stock is contaminated, the Contractor, shall be liable for all costs associated with disposal of contaminated material, cleanup of storage facilities and full replacement of product at the Contractors expense. The City reserves the right to reject any delivery that has been contaminated or does not conform to product specifications.

3.7.3 The transfer of product from the delivery vehicle to the City's storage tanks shall be the sole responsibility of the Contractor. The Contractor shall be responsible for all health, safety, and costs associated with the transport and delivery of the product, to include but not limited to chemical spills and related cleanups.

3.7.4 The fill lines to the City's storage tanks are equipped with a 2-inch, male, quick-connect coupling. In order to protect the acid tank fill line, transfer of acid must be performed at low pressure (25-30 psi).

3.8 Inventory

The vendor shall have access to adequate inventory to attain 100% fill rate. A 100% fill rate shall mean that 100% of product will be delivered within seventy-two (72) hours after receipt of order. The City of Deerfield Beach/Co-op reserves the right to require proof of access to inventory. The vendor shall immediately notify the Purchasing Division of each respective agency when out of stock of product due to circumstances beyond their control. The City of Deerfield Beach reserves the right to procure out of stock product from other sources in these circumstances.

3.9 Substitutions

3.9.1 The City shall not accept substitute shipments of any kind. Contractor shall furnish the product specified in the bid once awarded. Any substitution of material will require prior written approval by the City of Deerfield Beach. Any substitute shipments that have not received the prior written approval of the City shall not be accepted and shall be returned at the expense of the Contractor.

3.9.2 If a bid item is discontinued by the manufacturer during the period of award and the bid item is not available from within the vendors or manufacturers inventory, then the vendor shall advise the Purchasing Department of all agencies, in writing, of non-availability of the bid item and shall include complete descriptive, technical literature on the item offered to replace the discontinued bid item and, upon written approval, shall furnish the replacement item at the same firm price offered for the original bid item or at a lower price during the remainder of the period of award. Samples of replacement items, if requested, must be supplied for evaluation by the appropriate City staff. The City of Deerfield Beach shall not be held liable for any damages incurred to equipment during evaluation.

3.10 Samples and Demonstrations

When requested, samples are to be furnished free of charge to the City. If a sample is requested it must be delivered within seven (7) days of the request unless otherwise stated in the bid. Each sample must be marked with the Bidder's name and manufacturer's brand name. The City will not be responsible for returning samples. The City may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Bidder.

3.11 Reporting Requirements

The Contractor(s) shall furnish to the Lead Agency a detailed Summary of Sales report on a semi-annually basis during the contract period. The Summary of Sales report shall include the following information: contractor's name, contract name and number, the total dollar sales volume and tonnage for each participating agency. The report may be provided in greater detail, but no less than the requirement stated herein.

3.12 Invoices and Payment

3.12.1 Each Agency's invoice and payment requirements and processes vary. Each Agency has specific requirements that must be met. The vendor shall insure that all invoices clearly state the purchase order number, date of delivery, delivery location, item description, quantity, unit price, total price, and other requirements required by individual agencies.

3.12.2 The Contractor and the City shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

3.13 Required Documents

The following documents shall be submitted in the order listed below as a condition of this ITB at the time of submittal with the Bidder's response:

- 1) Bid Package (Section 5)
 - a) Bidder's Certification
 - b) Bid Schedule
 - c) Qualification Statement
 - d) Schedule A – Disclosure Form
 - e) Indemnification Clause
 - f) Non-Collusive Affidavit
 - g) Drug Free Workplace
 - h) References
 - i) Variances to the ITB (if applicable)
- 2) Copy of a Certificate of Insurance
- 3) Required Licenses and Certifications (if applicable)
- 4) Affidavit of Compliance to NSF Standard No. 60
- 5) Certified laboratory tests to substantiate minimum average figures, along with a typical analysis of the sulfuric acid product offered listing all impurities.

3.14 Insurance Requirements

3.14.1 Coverage

Successful Bidder shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance.

a. Commercial Liability Insurance

A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Premises and/or operations
- Independent contractors
- Products and/or completed operations for contracts
- Broad form contractual coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract
- Personal injury coverage with employee and contractual exclusions removed, with minimum limits of coverage equal to those required for bodily Injury liability and property damage liability.

b. Business Automobile Liability

Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

c. Workers Compensation Insurance

Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Million Dollars (\$1,000,000.00) each accident.

3.14.2 General

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

- a. Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Contractor shall pay all deductible amounts, if any. Contractor shall specifically protect City and the Deerfield Beach City Commission by naming City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.
- b. Contractor shall furnish to City's Contract Administrator Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. Contractor's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Contract.
- c. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Contractor is complete. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- d. City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Contractor uses a subcontractor, Contractor shall ensure that subcontractor names City as an additional insured.

SECTION 4 – TECHNICAL SPECIFICATIONS

4.1 General

The Contractor shall provide 93% Sulfuric Acid (H₂SO₄) in bulk, delivered, on an as-needed basis to the City of Deerfield Beach and other participating agencies specified in this ITB. This product will be used in the City's water treatment plant to produce drinking water, and all products bid must be authorized for such use. This product is for use in the City's membrane filtration process.

4.2 Product Description

4.2.1 Sulfuric acid for use in water treatment (membrane filtration system).

4.2.2 Sulfuric acid, technical grade, 93.19% minimum 66 degree Baume.

4.2.3 Total iron content shall not exceed twenty-five parts per million (25ppm).

4.3 Standardization / Variances

The City intends to purchase a product as specified and contained herein. In no way does the City of Deerfield Beach intend to limit competition to one bidder. State any and all variances clearly in writing. Wherever in these contract documents a particular brand, make of material, manufactured article, device or equipment is shown or specified, such brand, make of material, manufactured article, device or equipment should be regarded as the standard.

4.4 NSF/ANSI Standard 60

The sulfuric acid supplied shall be listed by the National Sanitation Foundation (NSF) as being in full compliance with NSF Standard No. 60 for Drinking Water Treatment Chemicals – Health Effects. The Contractor shall submit at the time bidding an Affidavit of Compliance that the sulfuric acid to be provided under this contract is in conformance with these standards.