



City of Hollywood, Florida

2600 HOLLYWOOD BLVD. • P.O. Box 229045 • ZIP 33022-9045

DATE: **October 18, 2017**

RE: BLANKET ORDER #: **B003054**

PRODUCT/SERVICE: Supply and Delivery of High Calcium Granular Quicklime – **Initial Term**

Carmeuse Lime & Stone, Inc. V#29264
Attn: Forest Meeks
11 Stanwix St., 11th Floor
Pittsburgh, PA 15222

Telephone Contact: **412-995-5563**
Email: Forrest.Meeks@carmeusena.com

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering into a Blanket Order with your Company based on one of the following:

- FORMAL BID #
- INFORMAL BID # DATED:
- RENEWAL OF FORMAL BID # DATED:
- EXTENSION OF FORMAL BID/RFP# DATED:
- WRITTEN QUOTATION # DATED:
- VERBAL QUOTATION PER DATED:
- STATE OF FLORIDA CONTRACT # DATED:
- BROWARD COUNTY BID #
- OTHER: **S.E. Florida Governmental Cooperative Purchasing Group/City of Tamarac Co-op Bid #17-22B**

Initial Award Term	11/1/2017 – 10/31/2020
First Renewal Term (Optional)	11/1/2020 – 10/31/2021
Second Renewal Term (Optional)	11/1/2021 – 10/31/2022
Third & Final Renewal Term (Optional)	11/1/2022 – 10/31/2023

*NOTE – City Reserves the right to exercise Optional Periods.

The estimated **annual** dollar value is **\$1,500,000.00**

The obligations of the City of Hollywood under this order are subject to the availability of funds lawfully appropriated for its purpose by the City Commission and are subject to the terms and conditions contained on the Purchase Order form.

Insurance Certificates naming the City of Hollywood as certificate and as additional insured to be on file with the City.

The City of Hollywood Departments will issue hard copy orders against this Blanket Order as your authorization to deliver. All invoices must reference each unique document number.

If you have any questions, please contact **Rob Lowery** at (954) 921-3552

c: Public Utilities
Finance



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

CITY OF HOLLYWOOD
PROCUREMENT SERVICES
DIVISION

2017 SEP 13 PM 2:36

Piggybacking Request Form

(Use for purchase(s) over \$10,000, when piggybacking off other contracts)

Date 8/29/17

Department/Office Public Utilities

Division/Area WWTP

Contact Person Coy Mathis

Title Public Utilities Manager

Phone 954-921-3288

Email cmathis@hollywoodfl.org

1. Requested Vendor Carmeuse Lime & Stone, Inc.

Vendor Number 29264

Address 11 Stanwyx Street, 21st Floor, Pittsburgh, PA. 15222

Contact Person Jack Fahler

Title VP Sales & Marketing

Phone 412-995-1053

Email _____

2. Contract title requesting to piggyback? Furnish, Delivery, Discharge of High Calicum Granular Quicklime

Awarding Agency SE Fl. Gov. Pur. Grp./Tamarac Co-op Bid 17-22B

Contract Expiration Date 10/31/20

Copy of Contract and Awarding Agency documentation is attached.

Yes No

3. Product/Service being requested (be specific). Furnish, Supply, Discharge High Calicum Granular Quicklime..

4. Detailed description of the products/services function and purpose. Furnish, Supply, and Discharge High Calicum Granular Quiklime for mixing with wastewater sludge in the Bioset lime softening process. Lime mixed with our sludge in the Bioset process produces an Exceptional Quality Class AA Biosolids which is used as a fertilizer and a soil ammendent. Lime used in our Biosolids Process is in accordance with EPA Part 503 regulations to prevent endangerment of Public Health and Safety and damage to our environment.

Procurement Service Division use only

Requisition # R
BPO _____
(As Applicable)

Purchase Order # P
(As Applicable)

Blanket Purchase Oder #
(As Applicable)

5. Please explain what process the Department/Office took to verify and/or identify this contract. Carmeuse Lime & Stone, Inc. was awarded a contract by the SE Florida Government Purchasing/City of Tamarac Co-op Bid 17-22B to furnish, supply and discharge High Calicum Granular Quicklime to the City of Tamarac and as an additional option for the City of Hollywood.

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

Yes No

Please explain Procurement Services Department evaluated this contract.

7. Total cost of the requested product/service. \$1,500,000.00

8. Total estimated annual (fiscal year) cost of requested product/service. \$1,500,000.00

Account Number(s) 42.4041.00000.536.005233

Chemical Supplies

9. Is this product/service covered by a warranty? Yes No

If yes, please attach a copy of the warranty details.

10. Would this purchase(s) result in the potential of future purchases for related products/services being restricted to a particular vendor or create a specific vendor as sole source provider for related items?

Yes No

If yes, please describe the related products/services and estimated cost(s.) _____

11. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

Yes No

If yes, please attach a draft maintenance plan which includes cost estimates and funding source(s.) _____

12. Is this a grant related purchase? Yes No

If yes, please provide details (timeline, expiration dates, milestones, special procurement requirements, etc.) _____

Will this require matching funds? Yes No

What is the grant source? _____

What is the grant (dollar) amount? _____

Procurement Service Division use only

Requisition # R _____
BPO _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # _____
(As Applicable)

13. Please complete an advanced search of the vendor recommended for award on the Federal Government's Excluded Parties List System at www.epls.gov.

Date of Advanced Search _____

Company Name(s) Searched _____

Search Results _____

!

REQUESTING DEPARTMENT RECOMMENDATION

Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract and recommend its approval based on the contract complying with the City of Hollywood's scope and pricing requirements and to the best of you knowledge the contract does not violate any applicable policy, statute, governing rule or regulation.

Cory Matting
Contact Person's Signature

8/29/17
Date

[Signature]
Supervisor's Signature

8/30/17
Date

[Signature]
Director's Signature

9/5/17
Date

APPROVAL (Procurement Service Division Use Only)			
Verified By:		Date	
Approved By:		Date	

Procurement Service Division use only

Requisition # R _____
BPO _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # _____
(As Applicable)



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

PAGE 1 OF 2

BID/RFP No. 17-22B

Description/Title: Furnish, Deliver and Discharge of Quicklime

Initial Contract Term: Start Date: November 1, 2017 End Date: October 31, 2020

Renewal Terms of the Contract: 3 Renewal Options for 1 Year
(No. of Renewals) (Period of Time)

Renewal No. Start Date: End Date:

Renewal No. Start Date: End Date:

Renewal No. Start Date: End Date:

SECTION #1 VENDOR AWARD

Vendor Name: LHOIST NORTH AMERICA OF ALABAMA, LLC

Vendor Address: 3700 Hulen Street, Fort Worth, Texas 76107

Contact: Dale James, Florida Sales Manager or Elizabeth Hart, FL Sales Coordinator

Phone: (800) 695-5657 (Orders) & (877) 644-9010 Fax: (863) 644-9030

Cell/Pager: (314) 614-4950 Email Address: dale.james@lhoist.com

Website: http://www.lhoist.com FEIN: 63-1002780

VENDOR AWARD

Vendor Name: Carmeuse Lime and Stone, Inc. (City of Hollywood Hi Cal Granular Lime Only)

Vendor Address: 11 Stanwix St., 11th Floor, Pittsburgh, PA 15222

Contact: Forrest Meeks, Florida Sales Representative

Phone: (205) 664-7256/(412) 995-5500 Fax: (412) 995-5515

Cell/Pager: (205) 215-3735 Email Address: salesinfo@carmeusena.com / Forrest.Meeks@carmeusena.com

Website: www.carmeuse.com FEIN: 25-1254420

VENDOR AWARD

Vendor Name: N/A
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: N/A
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: N/A
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

SECTION #2

AWARD/BACKGROUND INFORMATION

Award Date: August 23, 2017 Resolution/Agenda Item No.: _____
Insurance Required: Yes X No _____
Performance Bond Required: Yes _____ No X

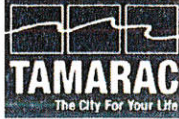
SECTION #3

LEAD AGENCY

Agency Name: City of Tamarac
Agency Address: 7525 NW 88th Avenue, Room 108
Agency Contact: Keith K. Glatz, CPPO Email keith.glatz@tamarac.org
Telephone: (954) 597-3567 Fax: (954) 597-3565

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	Carmeuse Lime			Lhoist		
			PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
Type 1 – Pebble Lime								
Broward County Dist. 1	3701 N State Road 7	4,200	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 101.37	\$ 252.31
Broward County Dist. 2	1390 NE 51 St.	6,300	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 101.37	\$ 252.31
City of Coral Springs (1)	3800 NW 85th Avenue, Coral Springs	1352	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 101.37	\$ 252.31
Town of Davie	3500 NW 76th Avenue, Hollywood	750	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 101.37	\$ 252.31
City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1872	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 101.37	\$ 252.31
City of Fort Lauderdale	949 NW 38 th St., Ft. Lauderdale	11,500	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 101.37	\$ 252.31
City of Hallandale (2)	215 NW 6th Avenue, Hallandale	900	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 101.37	\$ 252.31
City of Lauderhill	2001 NW 49th Avenue, Lauderhill	1825	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 101.37	\$ 252.31
City of Miramar	2600 SW 66 th Terrace, Miramar	953	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 101.37	\$ 252.31
City of North Miami	12098 NW 11 th Ave, North Miami	1,440	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 102.08	\$ 253.02
Village of Palm Springs	360 David Road, Palm Springs	600	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 101.37	\$ 252.31
Village of Palm Springs	5618 Basil Drive, West Palm Beach	600	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 101.37	\$ 252.31
City of Pompano Beach	301 NE 12th Street, Pompano Beach	2,200	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 101.37	\$ 252.31
City of Sunrise	4350 Springtree Drive, Sunrise	2,400	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 101.37	\$ 252.31
City of Sunrise	15400 Sludge Mill Road, Davie	600	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 101.37	\$ 252.31
U.S. Water (City of North Lauderdale)	841 NW 71 st Avenue, North Lauderdale	650	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 101.37	\$ 252.31
Village of Wellington	1100 Wellington Terrace, Wellington	1,240	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 112.01	\$ 262.95
TYPE 1A – Foundry/ Rice Lime								
City of Dania Beach	1201 Stirling Road, Dania Beach	320	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 101.37	\$ 252.31
City of Delray Beach	201 SW 7 th St., Delray Beach	3,650	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 101.37	\$ 252.31
City of Hollywood	3441 Hollywood Blvd., Hollywood	2,400	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 101.37	\$ 252.31
City of Margate	980 NW 66 th Ave, Margate	2,000	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 101.37	\$ 252.31
City of North Miami Beach (3)	19150 NW 8 th Ave, Miami Gardens	3,000	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 102.08	\$ 253.02
City of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4,500	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 101.37	\$ 252.31
City of Tamarac	7803 NW 61st Street, Tamarac	1,500	\$ 232.48	\$ 92.64	\$ 325.12	\$ 150.94	\$ 101.37	\$ 252.31
TYPE 2 -- Hi CAL Granular (4)								
City of Hollywood	Wastewater, 1621 N14th Ave, Hollywood	5,500	\$ 175.00	89.85	\$ 264.85	\$ 150.94	136.02	\$ 1,456,675.00
Village of Wellington	11860 Pierson Rd., Wellington	20	\$ 232.48	92.64	\$ 325.12	\$ 150.94	132.12	\$ 5,661.20
								\$ 15,797,779.32

Yellow Highlighted Fields reflect Recommended Awardee for each item



AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
CARMEUSE LIME AND STONE INC.

THIS AGREEMENT is made and entered into this 23 day of August, 2017 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Carmeuse Lime and Stone Inc., a Pennsylvania Corporation duly registered as a Florida Foreign corporation with principal offices located at 11 Stanwyx Street, 21st Floor, Pittsburgh, Pennsylvania 15222 (the "Contractor") to provide for Furnishing, Delivery and Discharge of HI CAL Bulk Granular Quicklime for the City of Hollywood, Florida through the Southeast Florida Governmental Purchasing Cooperative.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 17-22B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Contract Attachment A, "Participating Agencies and Unit Pricing Provided in Bid", which is a schedule of individual agencies participating in the bid and delivered unit pricing for individual delivery locations, and Attachment B, "Trucking Fuel Charge Scale". These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 17-22B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 17-22B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

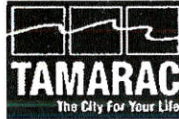
2) The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 17-22B, "Furnish, Deliver and Discharge of Quicklime" for the City of Hollywood, Florida, through the City of Tamarac on behalf of the Southeast Florida Governmental Purchasing Cooperative for Type 2 – HI CAL Granular Quicklime.

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

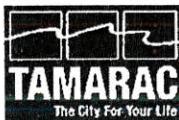


- 2.1.4 Contractor shall be required to complete the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 17-22B), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.
- 2.1.5 Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.
- 2.1.6 All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.
- 2.1.7 Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.
- 2.1.8 Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3) Insurance

- 3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:

Insurance Requirements		
Line of Business/ Coverage	Occurrence	Aggregate
	Limits	
Commercial General Liability Including:	\$1,000,000	\$1,000,000
Premises/Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard		
Products/Completed Operation		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Automobile Liability	\$1,000,000.00	\$1,000,000.00
Workers' Compensation & Employer's Liability	Statutory	



4) Term

The term of this Agreement shall be for an initial three (3) year period, beginning November 1, 2017 through October 31, 2020. The City reserves the right to renew this Agreement for three (3) additional one (1) years periods subject to the Contractor's acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

5) Contract Sum

The Contract Sum for the above work for entities listed in Contract Attachment A "Participating Agencies and Unit Pricing Provided in Bid", shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 17-22B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Contract Attachment A – Participating Agencies and Unit Pricing. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract,

5.1 Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges. Initial pricing shall be held firm from November 1, 2017 through December 31, 2017, and shall be based on the actual pricing adjustment submitted in October, 2017. Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 5.3, "Escalation / De-escalation" shown herein. Attachment A, "Participating Agencies and Unit Pricing Provided in Bid" provides the unit pricing submitted as of the bid opening date of July 11, 2017.

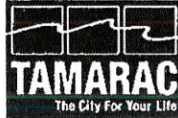
5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.

5.2.2 Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

5.2.3 Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Attachment B, "Trucking Surcharge Scale" as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp.

5.3 Escalation/De-escalation:

5.3.1 The City will accept price adjustments on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. The Contractor must submit sufficient documentation to be given consideration for a price increase, and must pass-on a price decrease when the Contractor's costs are reduced. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt's Coal Index, U.S. Bureau of Labor Statistics (BLS) reports on Producer Price Index (PPI) for all commodities, U.S.



Energy Information Administration WTI publications on spot crude oil prices, BLS Electric Power Generation, Transmission and Distribution Index, BLS Crushed and Broken Limestone Index, BLS mining Machinery and Equipment Index; and copies of vendor monthly internal cost reports and/or actual invoices.

5.3.2 Rail and Truck freight charges and changes for transfer costs require written verification from vendor's freight and transfer subcontractors, provided to the Purchasing & Contracts Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2017, subject to change as detailed in Section 5.1 herein.

5.3.3 The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Appendix B to the original bid #17-22B. At the end of each quarter, the Contractor will process a "true up" by comparing the actual monthly rail and truck fuel surcharges for the quarter to the rail and truck fuel surcharges implemented at the time of the quarterly price change. Based on this comparison, the Contractor will issue the City a credit or debit that represents the variance.

5.3.4 Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases.

6) Payments

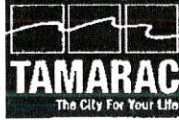
A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 17-22B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7) Conditions of Material

All materials and products supplied by the Bidder in conjunction with this bid shall conform to the specifications of the bid. The City reserves the right to return the product to the Bidder and require the delivery of new product at no cost to the City.

8) Indemnification

8.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.



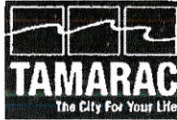
- 8.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
 - ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.
- 8.3 The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.
- 8.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered



under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

11) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

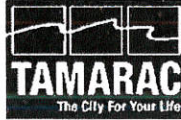
CONTRACTOR

Carmeuse Lime and Stone, Inc.
11 Stanwyx Street, 21st Floor
Pittsburgh, PA 15222
Attn: Jack Fahler, Vice President of Sales &
Marketing
(412) 995-1053 Fax: (412) 995-5585

13) Termination

13.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.



14) Uncontrollable Forces

14.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

18) Severability; Waiver of Provisions

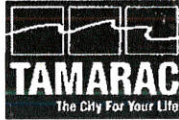
Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

20) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.



21) **Public Records**

21.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

21.1.1 Keep and maintain public records required by the City in order to perform the service;

21.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

21.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

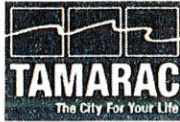
21.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

21.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

22) **Public Records Custodian**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its Vice President of Sales and Marketing duly authorized to execute same.

CITY OF TAMARAC

[Signature]
Harry Dressler, Mayor

August 23 2017
Date

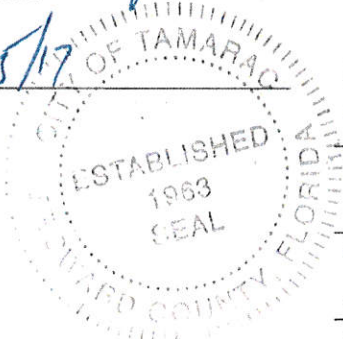
[Signature]
Michael C. Cernech, City Manager

8-24-17
Date

ATTEST:

[Signature]
Patricia A. Teufel, CMC
City Clerk

8/25/17
Date



Approved as to form and legal sufficiency:

[Signature]
City Attorney

8/22/17
Date

ATTEST:

[Signature]
Signature of Corporate Secretary

MARY D. COLIN
Type/Print Name of Corporate Secy.

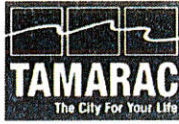
CARMEUSE LIME AND STONE INC.
Company Name

[Signature]
Signature

Jack Fahler, Vice President of Sales & Marketing

7/26/17
Date

(CORPORATE SEAL)



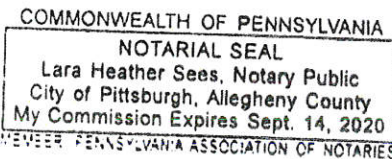
CORPORATE ACKNOWLEDGEMENT

STATE OF Pennsylvania :
: SS
COUNTY OF Allegheny :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jack Fahler, Vice President of Sales and Marketing for Carneuse Lime and Stone, Inc., a Pennsylvania Corporation duly registered as a Florida Foreign Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 20th day of July, 2017

[Handwritten Signature]



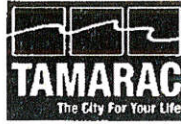
Signature of Notary Public
State of ~~Florida~~ at Large
PENNSYLVANIA
LARA HEATHER SEES
Print, Type or Stamp
Name of Notary Public



Personally known to me or Produced Identification

Personally Known
Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.



ATTACHMENT A

PARTICIPATING AGENCIES AND UNIT PRICING PROVIDED IN BID

Below is a list of the agencies participating in this Agreement and the respective delivery location:

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE / E-MAIL
City of Hollywood	1621 N. 14 th Avenue	Hollywood 33022	Coy Mathis Attn: Steve Farrell	954/921-3288 cmathis@hollywoodfl.org sfarrell@hollywoodfl.org

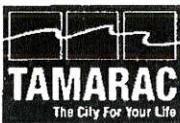
UNIT PRICING PROVIDED IN BID AS OF JULY 11, 2017 FOR AWARDED AGENCIES

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
TYPE 2 -- Hi CAL Granular (4)					
City of Hollywood	Wastewater, 1621 N. 14 th Ave, Hollywood	5500	\$175.00	\$89.85	\$264.85
Approximate Total Annual Tonnage		5500			

Delivery Location Special Conditions:

- 4 City of Hollywood Utilizes Hi-Cal Granular Quicklime (Type 2). As detailed in specification for Hi-Cal Granular in Invitation for Bid 17-17B.

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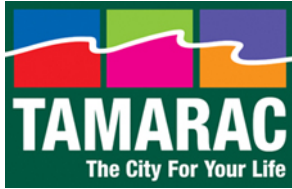


ATTACHMENT B TRUCK FUEL SURCHARGE SCALE

Truck Fuel Surcharges are a percentage of the truck freight rate for product movement from the bidder's distribution origin to the customer's site. Truck Fuel Surcharges are subject to change quarterly.

- The percentage of the Monthly Truck Fuel Surcharge is computed by determining the Department of Energy's DOE Retail On-Highway Diesel Price – US Average index may be found at: published on the 3rd Monday of the last month of the quarter. DOE Diesel Prices may be found at the following website: <https://www.eia.gov/petroleum/gasdiesel/>
- Percentages change .5% for every \$0.05 per gallon price change

DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE	DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE
\$1.75	0.00%	\$3.00	13.00%
\$1.80	1.00%	\$3.05	13.50%
\$1.85	1.50%	\$3.10	14.00%
\$1.90	2.00%	\$3.15	14.50%
\$1.95	2.50%	\$3.20	15.00%
\$2.00	3.00%	\$3.25	15.50%
\$2.05	3.50%	\$3.30	16.00%
\$2.10	4.00%	\$3.35	16.50%
\$2.15	4.50%	\$3.40	17.00%
\$2.20	5.00%	\$3.45	17.50%
\$2.25	5.50%	\$3.50	18.00%
\$2.30	6.00%	\$3.55	18.50%
\$2.35	6.50%	\$3.60	19.00%
\$2.40	7.00%	\$3.65	19.50%
\$2.45	7.50%	\$3.70	20.00%
\$2.50	8.00%	\$3.75	20.50%
\$2.55	8.50%	\$3.80	21.00%
\$2.60	9.00%	\$3.85	21.50%
\$2.65	9.50%	\$3.90	22.00%
\$2.70	10.00%	\$3.95	22.50%
\$2.75	10.50%	\$4.00	23.00%
\$2.80	11.00%	\$4.05	23.50%
\$2.85	11.50%	\$4.10	24.00%
\$2.90	12.00%	\$4.15	24.50%
\$2.95	12.50%	\$4.20	25.00%



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

INVITATION FOR BID
Bidder Acknowledgement

BID NO.: **17-22B**
BID TITLE: **Furnish, Deliver and Discharge of Quicklime**
BID OPENING DATE/TIME: **July 11, 2017 at 3:00 P.M. E.D.T.**
BUYER NAME: **Keith K. Glatz, CPPO**
BUYER PHONE: **954-597-3567**
BUYER EMAIL: **keith.glatz@tamarac.org**
PRE-BID CONFERENCE/SITE INSPECTION: **Not Applicable to this bid.**
BONDING: **Not required for this bid.**

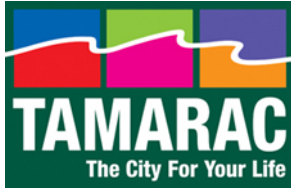
GENERAL CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF TAMARAC. THE CITY OF TAMARAC MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR BID BY INDICATING SUCH CHANGE IN THE INSTRUCTIONS TO BIDDERS, IN THE SPECIAL CONDITIONS OF THE BID, OR IN THE SPECIFICATIONS/STATEMENT OF WORK. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THESE GENERAL CONDITIONS SHALL PREVAIL OVER THESE GENERAL CONDITIONS AND ANY CONFLICTING PROVISION WITHIN ANY VENDOR'S STANDARD TERMS AND CONDITIONS REGARDLESS OF ANY LANGUAGE IN VENDOR'S DOCUMENTATION TO THE CONTRARY.

SEALED BIDS

THIS FORM SHOULD BE EXECUTED AND SUBMITTED WITH ALL BID FORMS IN A SEALED ENVELOPE. THE FACE OF THE ENVELOPE SHALL CONTAIN THE ABOVE ADDRESS, THE BID NUMBER AND THE BID TITLE. BIDS NOT SUBMITTED ON THE ATTACHED BID FORM MAY BE DEEMED NON-RESPONSIVE. ALL BIDS ARE SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THOSE BIDS THAT DO NOT COMPLY WITH THESE CONDITIONS MAY BE DEEMED NON-RESPONSIVE.

BIDDER COMPANY NAME: _____
COMPANY ADDRESS: _____
COMPANY PHONE: _____
NAME OF AUTHORIZED AGENT: _____
TITLE OF AUTHORIZED AGENT: _____
AUTHORIZED AGENT EMAIL ADDRESS: _____
BIDDER TAXPAYER ID OR SOCIAL SECURITY NUMBER: _____
SIGNATURE OF AUTHORIZED AGENT: _____



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

Our Vision and Mission

Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

*Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results, and
Makes a Difference*

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

INTRODUCTION

It is the intent of the City to award this bid to the lowest responsible and responsive Bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated, whichever is in the best interest of the City.

This solicitation is issued pursuant to the City of Tamarac Code, Chapter 6, "Finance & Taxation", Article V, "Purchasing Procedures", Section 6-141 et seq.

GENERAL TERMS AND CONDITIONS

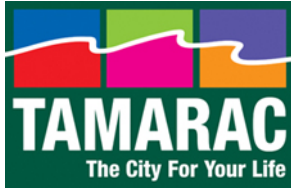
These general terms and conditions apply to all offers made to the City of Tamarac by all prospective Bidders including but not limited to Request for Quotes, Request for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Bidders. Any and all special conditions in this IFB or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1. SUBMISSION OF THE BID

The Bidder is directed to deliver sealed bids to the City of Tamarac, Purchasing Division, 7525 N. W. 88th Avenue, Room 108, Tamarac, Florida 33321, no later than the date and time specified on the cover page of this solicitation document. At this time the bids will be opened, the names of all Bidders will be announced and all bids shall become a matter of public record. All Bidders and their representatives are invited to attend. The Bidder must show the bid number, bid name, time and date of the bid opening on the outside of the sealed bid package. Delivery of the sealed bids to the Purchasing Office on or before the above date is solely and strictly the responsibility of the Bidder. Late bids will be returned unopened to the Bidder.

It is the Bidder's responsibility to read and understand the requirements of this bid. Unless otherwise specified, the Bidder must use the bid form furnished in the bid document. The Bidder is requested to submit **one (1) original and two (2) copies** of the bid. **The original bid must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the bidding company or firm by his/her signature. Additionally, an electronic copy of the bid response must be provided along with the bid response. The electronic version shall be in a pdf format, and shall be loaded on a USB flash drive.** All bid forms must be typewritten or completed in ink. The Bidder must initial any erasures or corrections in ink. All bids shall be submitted in the English language. All prices, terms and conditions quoted in the submitted bid shall be expressed in U.S. Dollars, and will be firm for acceptance for sixty (60) calendar days from the date of the bid opening unless otherwise stated by the City.

The Bidder preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Bidder shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to its preparation.



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

The City reserves the right to charge a non-refundable fee for the purchase of a solicitation document, and / or for project plans related to the solicitation. Such requirement will be specified on the cover page of this document. Payment of such fee to the City shall be required in order for a bidder to be considered for the award of an agreement as a result of this solicitation.

2. BID DEPOSIT

When required on the cover page, a bid deposit or bid surety bond in the amount specified shall accompany the bid. Bid deposits shall be in the form of cash, certified check or cashier's check, drawn on a responsible bank doing business in the United States, and shall be made payable to the City of Tamarac. In lieu of a bid deposit, a bid surety provided by a firm licensed to business in the State of Florida shall be provided to the City. Any bid deposits will be returned to the Bidders at the time of contract award. The bid deposit of the successful vendor shall be returned upon receipt of acceptable Performance and/or Payment bonds.

3. BONDING

When required by the specification herein, the successful Bidder shall furnish a Performance and Payment bond, and/or Warranty bond, as stated on the cover page of this solicitation, on the City's forms, within fifteen (15) calendar days after notification of contract award. Failure to furnish the required bonds within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty. Said sum shall be a fair estimate of the amount of damages the City would sustain due to Bidder's failure to furnish said bonds.

Pursuant to the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that the Bond or Bonds referenced above shall be recorded in the Public records of Broward County. Proof of recording must be submitted to the City prior to issuance of a purchase order. One (1) set of originals is required.

4. WITHDRAWAL OF BID

Any Bidder may withdraw its bid prior to the indicated opening time. The request for withdrawal must be submitted in writing to the Purchasing Office.

5. PUBLIC ENTITY CRIMES 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 a public entity, may not be awarded or perform work as a contractor,

supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

6. NON-COLLUSIVE AFFIDAVIT

Each Contractor shall complete the Non-Collusive Affidavit Form and shall submit this form with the bid/proposal. The City considers the failure of the Contractor to submit this document to be a major irregularity, and may be cause for rejection of the Proposal.

7. CONFLICT OF INTEREST

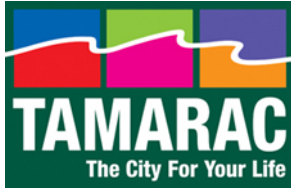
The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Bidders shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies. Furthermore, bidder shall not enter into any employment relationship with any individual or firm that creates a potential conflict of interest, or may present an opportunity for the inappropriate sharing of inside information or proprietary information related to this bid.

8. QUANTITIES

Quantities shown are estimates only. No guarantee or warranty is given or implied by the City or by any of the entities participating in this Agreement as to the total amount that may or may not be purchased from any resulting contract. The City and individual entities covered by the Agreement reserve the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the City or participating entity.

9. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

Firm Pricing: Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.



SUBMIT BID TO:

CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

Prompt Payment Discounts: Bidders are encouraged to provide prompt payment terms in the space provided on the Bid Form. If no payment discount is offered, the Bidder shall enter zero (0) for the percentage discount to indicate net 30 days. If the Bidder does not enter a percentage discount, it is understood and agreed that the payment terms shall be 2% 10 days, net 30 days effective on the date that the City receives an accurate invoice or accepts the product, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

***** **IMPORTANT NOTE*******

Payments by Electronic Funds Transfer: ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. No paper checks will be issued after that date. Vendors must register for direct deposit with the City prior to receiving any payments by providing a “City of Tamarac Consent for Direct Deposit” form (ACH Form) to the City’s Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <http://www.tamarac.org/index.aspx?NID=622>. Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

10. DELIVERY

All items shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid.

11. SPECIFICATION COMPLIANCE

The Bidder may offer any product which meets or exceeds the specifications for any item(s). Bidder shall submit complete descriptive specifications with the bid. The burden of proof for specification compliance is solely on the Bidder. The City reserves the right to be the sole judge of what is equal and acceptable. Failure to provide this information within three (3) business days of the City’s request may be grounds for bid disqualification. If Bidder fails to take exception to the specification requirements, it will be assumed that the Bidder has submitted a bid which conforms in all aspects to the requirements of the bid document, and that the Bidder intends to furnish goods identical to the bid standard.

12. 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 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 will be done at the expense of the Bidder.

13. BACKGROUND INVESTIGATION

As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of Bidder’s officers and/or employees, by the Broward County Sheriff’s Office. Bidder’s submission of a bid constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Bidder’s qualifications.

14. CONDITIONS OF MATERIALS

All materials and products supplied by the Bidder in conjunction with this bid shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

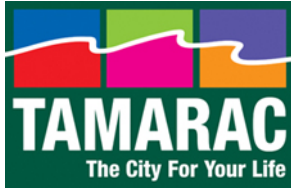
Successful Bidder shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

15. COPYRIGHTS OR PATENT RIGHTS

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

16. SAFETY STANDARDS

The Bidder warrants that the product(s) supplied to the City conform with all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).



SUBMIT BID TO:

CITY OF TAMARAC
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7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

17. PERFORMANCE

Failure on the part of the Bidder to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the bid award; notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

18. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City or the using entity. Any items rejected shall be removed from the premises of the City or using entity and/or replaced at the entire expense of the successful vendor.

19. TERMINATION

a. DEFAULT: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

b. TERMINATION FOR CONVENIENCE OF CITY: Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

c. AGREEMENT SUBJECT TO FUNDING: Any Agreement resulting from this solicitation shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each.

20. ASSIGNMENT

The Bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City. Any award issued pursuant to this bid and monies that may become due hereunder are not assignable except with prior written approval of the City.

21. EMPLOYEES

Employees of the Bidder shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

22. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

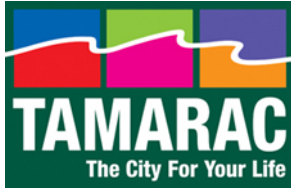
During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

23. TAXES

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

24. OMISSION OF DETAILS

Omission of any essential details from these specifications will not relieve the Bidder of supplying such product(s) as specified.



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25. INSURANCE REQUIREMENTS

Bidder agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Bidder shall maintain such insurance in full force and effect during the life of this Agreement. Bidder shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Bidder shall indemnify and save the City harmless from any damage resulting to it for failure of either Bidder or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Bidder agrees to maintain during the term of this contract:

Insurance Requirements		
Line of Business/ Coverage	Occurrence	Aggregate
	Limits	
Commercial General Liability Including: Premises/Operations Contractual Liability Personal Injury Explosion, Collapse, Underground Hazard Products/Completed Operation Broad Form Property Damage Cross Liability and Severability of Interest Clause	\$1,000,000	\$1,000,000
Automobile Liability	\$1,000,000.00	\$1,000,000.00
Workers' Compensation & Employer's Liability	Statutory	

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Bidder nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Bidder will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation.

The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions.

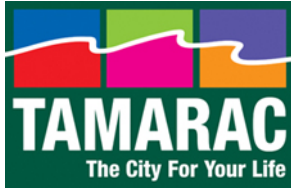
The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services under this Agreement, the Bidder must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance.

26. INDEMNIFICATION

The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Bidder or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under



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the common law or Florida Statutes 768.28, as amended from time to time.

27. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

28. CLARIFICATION & ADDENDA

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this bid, the Special Conditions and/or the Detailed Specifications shall prevail.

The Bidder shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Bidder shall contact the Purchasing Office immediately. Any inquires, suggestions, requests concerning clarification, or requests for additional information shall be submitted in writing to the Purchasing and Contracts Manager.

The City of Tamarac reserves the right to amend this bid prior to the Bid opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral

interpretations given by any City employee or its representative.

****** SPECIAL NOTE -- Addendums will only be issued electronically through the City's web-site. Vendors will be notified of the availability of new solicitations and addendums via e-mail or text message (per the vendor's choice). It is essential that all vendors receiving a bid or proposal either download the document from the City's web-site, or register as a plan holder. All bidders / proposers must visit <http://www.tamarac.org/bids.aspx>, and select the "NOTIFY ME" icon. This action will take the bidder/proposer to the "Notify Me" page. Once on the "Notify Me" page, enter the appropriate e-mail address to which notifications of solicitations and addendums should be sent. Bidders and proposers may also request notification by text message at this time. Upon completion of this process, a confirming e-mail will be sent to the individual who registered. You must click on the link provided to confirm registration for solicitation documents and addendums. Regardless of the means of transmission of an Addendum it is the responsibility of the bidder or proposer to insure that they have received all addendums issued for a solicitation prior to submitting a response. ******

29. BID TABULATION

Bidders may download the bid tabulation directly from the Internet at <http://www.tamarac.org/bids.aspx>. The City does not notify unsuccessful Bidders of contract awards.

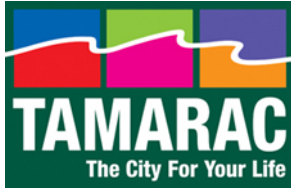
Pursuant to Florida Statute Chapter 119, Section 071(1), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1) (b) (2), or within 30 days after bid/proposal opening, whichever is earlier.

30. RECORDS/AUDITS

The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;



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Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including termination of the Agreement.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

31. UNBALANCED BIDS

When a unit price bid has variable or estimated quantities, and the bid shows evidence of unbalanced bid pricing, such bid may be rejected.

32. UNIT PRICES

Where a discrepancy between unit price and total price is indicated on a Bidder's submitted Schedule of Bid Prices or Price Proposal Form, the unit prices shall prevail.

33. VENUE

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

34. FORM AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Form Agreement document. Bidders shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Bidders shall note

any deviation or variance with the Form Agreement document at the time of bid submission.

35. OTHER GOVERNMENTAL ENTITIES

Prices shall be F.O.B. Destination to the requesting agency. Any Contract resulting from this solicitation shall be for the use of the City of Tamarac and participating members of the Southeast Florida Governmental Purchasing Cooperative ("The Co-op"). The Contractor may not make the resulting Contract available to other public agencies unless authorized by the City of Tamarac, and ratified by The Co-op membership, unless the entity is a new member of The Co-op, or was not provided access to this Agreement during the bid solicitation process. . Any orders placed to, or services required from the successful Contractor will be requested by each participating agency of The Co-op. Payment for purchases made under this Contract will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

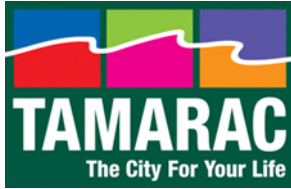
36. PROTESTS

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing and contracts manager. The protest shall be submitted in writing within five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto and shall be submitted with the procedures outlined in section 6-154 "Appeals and remedies" of the Tamarac procurement code, available at the following link:

https://www.municode.com/library/fl/tamarac/codes/code_of_ordinances?nodetid=PTIICO_CH6FITA_ARTVTAPRC
[O](#)

37. PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC



SUBMIT BID TO:

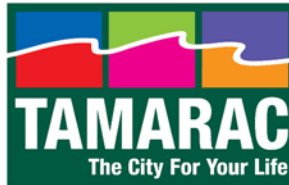
CITY OF TAMARAC
PURCHASING AND CONTRACTS DIVISION
7525 NW 88TH AVENUE
TAMARAC, FL 33321
954-597-3570

RECORDS AT:

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

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**PURCHASING AND
CONTRACTS DIVISION**



**INVITATION FOR BID
IFB 17-22B**

Sealed bids, addressed to the Purchasing and Contracts Manager of the City of Tamarac, Broward County, Florida, will be received in the Purchasing Office, 7525 NW 88th Avenue, Tamarac, Florida 33321-2401 until **Tuesday, July 11, 2017 at 3:00 p.m. EDT (Purchasing Office time stamp is considered official time)**, at which time bids will be publicly opened and announced for:

FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

The attached Invitation to Bid represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative. The governmental agencies participating in this procurement and their respective delivery locations are listed in the attached document.

Sealed Proposals must be received and time stamped in the Purchasing Office, either by mail or hand delivery, **on or before the date and time referenced above**. Any Proposals received **after** 3:00 p.m. on said date will **not** be accepted under **any** circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer. Official time will be measured by the time stamp in the Purchasing Office.

City reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interests of the City.

Proposal documents may be obtained from the Purchasing Office or via the Internet at <http://www.tamarac.org>. For inquiries, contact the Purchasing Office at (954) 597-3570.

Sincerely,

A handwritten signature in blue ink, appearing to read "Keith K. Glatz".

Keith K. Glatz, CPPO
Purchasing & Contracts Manager

Publish in Sun Sentinel: Sunday, June 18, 2017

"Committed to Excellence... Always."

TAMARAC.ORG

7525 N.W. 88th Avenue | Tamarac, Florida 33321-2401 | P: 954.597.3570 | F: 954.597.3565

EQUAL OPPORTUNITY EMPLOYER



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.

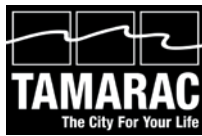
For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing 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:

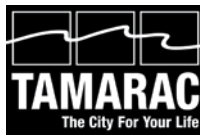
- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award 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"



Below is a list of the agencies participating in this bid and their respective delivery locations:

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE / E-MAIL
Broward County Dist. 1A	3701 N State Road 7	Lauderdale Lakes 33319	Michael Belight	954/831-0940 MBELIGHT@broward.org
Broward County Dist. 2A	1390 NE 51 St.	Pompano Beach 33064	Michael Williams	954/831-4117 MWILLIAMS@broward.org
City of Coral Springs	3800 NW 85th Avenue	Coral Springs 33065	Alvan Jones	954/345-2162 ajones@coralsprings.org
City of Dania Beach	1201 Stirling Road	Dania Beach 33004	Phil Skidmore	954/924-6800 x3616 pskidmore@daniabeachfl.gov
City of Delray Beach	201 SW 7 th St.	Delray Beach 33444	John Bullard	561/243-7319 bullardj@mydelraybeach.com
Town of Davie	3500 NW 76 th Avenue	Hollywood, FL 33024	Stanley Ebanks Raul Sotelo	954/327-3750 954/327-3748
City of Deerfield Beach	290 Goolsby Blvd.	Deerfield Beach 33442	Albert Jernej	954/480-4370 ajernej@deerfield-beach.com
City of Fort Lauderdale	949 NW 38 th Street	Oakland Park, 33309	Cesar Alza	954/828-7865
City of Hallandale Beach	630 NW 2 nd Street	Hallandale 33009	John Fawcett	954/457-1632 jfawcett@cohb.org
City of Hollywood	3441 Hollywood Blvd.	Hollywood 33021	Carlos Aguilera	954/967-4230 caguilera@hollywoodfl.org
City of Hollywood	1621 N. 14 th Avenue	Hollywood 33022	Coy Mathis Attn: Steve Farrell	954/921-3288 cmathis@hollywoodfl.org sfarrell@hollywoodfl.org
City of Lauderhill	2101 NW 49th Avenue	Lauderhill 33313	Neil Buckeridge	954/730-2972 nbuckeridge@lauderhill-fl.gov
City Of Margate	980 NW 66 Ave.	Margate 33063	Richard Uber	954/972-0828 ruber@margatefl.com
City Of Miramar	2600 SW 66 th Terrace	Miramar 33023	Jeffrey Pinter / Stephen Glatthorn	954/883-6854 jppinter@miramarfl.gov ; 954/883-5143 sqglatthorn@miramarfl.gov
City of North Miami	12098 NW 11 Ave.	North Miami 33168	Wisler Pierre-Louis	305/895-9834
City of North Miami Beach*	Norwood Water Plant, 19150 NW 8 th Avenue	Miami Gardens 33169	Carlos Carrazana	305/654-6460 Carlos.carrazana@Citynmb.com
Village of Palm Springs	360 Davis Road	Palm Springs 33461	Brent Watson	561/315-0674 bwatson@vpsfl.org
Village of Palm Springs	5618 Basil Drive	West Palm Beach 33415	Brent Watson	561/315-0674 bwatson@vpsfl.org
City Of Pembroke Pines	7960 Johnson Street	Pembroke Pines 33024	Juquitta Drieth	954/986-5009 juquitta.drieth@CHZM.com
City of Pompano Beach	301 NE 12 th Street	Pompano Beach 33060	Jason Mraz	954/545-7006 Jason.mraz@copbfl.com
City of Sunrise	4350 Springtree Drive	Sunrise 33351	Jim Dolan	954/572-2424 jdolan@sunrisefl.gov
City of Sunrise	15450 Sludgemill Road	Davie 33331	Hugo Alagic	954/434-6900 halagic@sunrisefl.gov
City of Tamarac	7803 NW 61st Street	Tamarac 33321	Anthony Licata	954/597-3777 anthony.licata@tamarac.org
U.S. Water (City of North Lauderdale)	841 NW 71 st Avenue	North Lauderdale	Rudy Perez	954/724-7071
Village of Wellington (Pebble)	1100 Wellington Trace	Wellington 33414	Sean McFarland	561/791-2465
Village of Wellington (Granular)	Water Reclamation, 11860 Pierson Rd	Wellington 33414	Bryan Gayoso	561/753-2481



SPECIAL CONDITIONS
BID 17-22B
FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

1. PURPOSE OF BID

The City of Tamarac is hereby requesting Bids, from qualified bidders, to supply quicklime per the conditions and specifications contained in this document. The contract term shall be for an initial period of three (3) years, beginning November 1, 2017. The City reserves the right to renew the contract for three (3) additional one (1) year periods, providing all parties agree to the extension and renewal terms.

This is a Cooperative Invitation to Bid issued by the City of Tamarac on behalf of the participating governmental entities, referenced within this bid document. All quantities given are estimates of annual usage and may be increased or decreased to meet the requirements of each participant. No warranty is given or implied as to the exact quantities that will be used during the term of this contract.

2. CONSIDERATION FOR AWARD

The City reserves the right to consider a Bidders history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to declare a bidder not responsible if the history of violations warrants such determination. A complete history of all citations, violations, notices or dispositions shall be submitted with bid. The non-submission of any such documentation shall be deemed an affirmation by the Bidder that there are no citations or violations. Bidder shall notify the City immediately of any citation or violation received after the Bid opening date and during the time of performance of any contract awarded to Bidder.

Other considerations for award include:

- A. The ability and capacity of the Bidder to perform the requirements of the bid.
- B. The availability and quality of the Bidder's product to the required use.

3. PRICING

Prices quoted shall be F.O.B. destination, according to the rate in effect on the date set forth in the proposal and shall include all fuel surcharges and demurrage charges.

- A. Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges Pricing will be subject to adjustment on a quarterly basis in accordance with Section 3.C, "Escalation / De-escalation" shown herein.
- B. In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.

Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the U.S. On-Highway Diesel Fuel Prices – U.S. (Average), as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Appendix B as a basis for adjustment, and

surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: <https://www.eia.gov/petroleum/gasdiesel/>.

C. Escalation/De-escalation:

1. The City will accept price adjustments on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. The Contractor must submit sufficient documentation to be given consideration for a price increase, and must pass-on a price decrease when the Contractor's costs are reduced. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt's Coal Index, U.S. Bureau of Labor Statistics (BLS) reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, BLS Electric Power Generation, Transmission and Distribution Index, BLS Crushed and Broken Limestone Index, BLS mining Machinery and Equipment Index; and copies of vendor monthly internal cost reports and/or actual invoices.
2. Rail and Truck freight charges and changes for transfer costs require written verification from vendor's freight and transfer subcontractors, provided to the Purchasing & Contracts Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2017, subject to change in accordance with the schedule provided in Section 3.C.1 herein.
3. The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Special Conditions Section 3.B "Pricing", herein and utilizing Appendix B to this bid. At the end of each quarter, the Contractor will process a "true up" by comparing the actual monthly rail and truck fuel surcharges for the quarter to the rail and truck fuel surcharges implemented at the time of the quarterly price change. Based on this comparison, the Contractor will issue the City a credit or debit that represents the variance.
4. **Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases.**

4. BASIS FOR ADJUSTMENT OR REJECTION OF SHIPMENTS

The City reserves the right to reject, at the Bidder's expense, any shipment that fails to meet the specifications listed herein. The Bidder shall be given twenty-four (24) hours after failure notification to arrange for independent laboratory analysis of one (1) of the retained samples from said shipment.

5. DAMAGE TO EQUIPMENT

If it is determined that the Bidder has shipped a product other than that specified, resulting in equipment damage, the Bidder shall assume full responsibility for the cost of repairs.

6. DELIVERY

Bidder shall be capable of and agree to the following:

- A. Delivery 24-hours per day, seven days per week.
- B. Furnish a weight certification with each shipment. Certificate shall indicate gross, tare and net weights.

- C. Provide a physical and chemical analysis with each delivery. The analysis shall be certified and performed by a reputable testing laboratory. A one (1) pound airtight sample must accompany each shipment.
- D. Deliver to the designated facilities and discharge product pneumatically into the specified storage tank.
- E. The risk of loss, injury or destruction, regardless of the cause, shall be on the Bidder until the delivery of goods to the designated City or agency location. Title to the goods shall pass to the City or agency upon delivery and acceptance.

7. INVOICING

Invoice shall indicate Purchase Order number, Unit price, extension, total billed and any allowable cash discounts.

8. INSURANCE

Bidders shall submit copies of their current insurance certificates with the bid. Failure to do so may cause rejection of the Bid.

9. REGULATORY COMPLIANCE

The Bidder shall submit a statement that the product or chemicals added to the drinking water conforms to the National Sanitation Foundation (NSF) Standard 60 (or referenced alternative standards).

10. SECURITY

The awarded Contractor shall be required to complete the "Contractor Pass Request Form" (See attached Exhibit A), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter. Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.

All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.

Vendor shall ensure that only authorized vendor employees and/or authorized City personnel shall have access to Vendor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Vendor shall not admit any unauthorized personnel onto any work site. Vendor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.

Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

The awarded Contractor shall be held responsible for complying with these procedures.

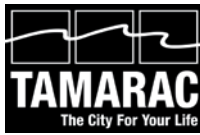
11. CAPABILITIES OF THE SUPPLIER

Suppliers of Quicklime under any Agreement resulting from this Invitation for Bid should be actively engaged in the actual production of Quicklime, and may be requested to demonstrate that the firm has the adequate equipment, supplies and labor required to maintain a continuity of supply to agencies within the Southeast Florida Governmental Purchasing Cooperative. The Supplier must have appropriate reliable distribution channels to transport, deliver and discharge quicklime at the requested delivery locations included herein. Additionally, the firm may be requested to provide copies of its most recent audited financial statement demonstrating that the firm has the necessary financial capability to meet the requirements of agencies within the Southeast Florida Governmental Purchasing Cooperative, as well as information that

demonstrates the past experience in making compliant product deliveries for large quantities of quicklime at water treatment facilities similar to those used by the City.

All firms will be required to provide the following information:

- a. Does the firm produce the lime being sold? ___ yes ___ no.
 - i. If yes, provide detailed information regarding your production facilities.
 - ii. If no, please provide the source of your lime, and the specific point(s) of origin for the production of lime to be provided under the Agreement, and the staging area(s) for lime deliveries to CO-OP Members, including the capacity of staging area(s) expressed in tons.
- b. Provide detailed information on your firm's method for distributing the lime to CO-OP Members.
- c. The City may request the firm's most recently completed audited financial statement to determine the firm's ability to meet the obligations of the CO-OP Agreement.
- d. Failure to provide the requested information may result in rejection of your bid.



TECHNICAL SPECIFICATIONS
BID NO. 17-22B
FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

Type 1: Pebble lime, bulk must be in accordance with Standard American Water Works Specifications B-202-02. The following requirements and testing procedures are applicable.

(A) Slaking Rate

Minimum temperature rise after three (3) minutes slaking time shall be 40 degrees Centigrade.

(B) Calcium Oxide (CaO) Content

Shall contain a minimum of 92% free lime.

(C) Residue After Slaking

Residue shall not be more than 2% by weight on 30 mesh sieve.

(D) Sampling Procedure

1. Approximately 10 pounds of lime shall be taken by random sampling during the time that each shipment is being unloaded. Material is to be immediately placed in airtight containers to minimize contact with air. This ten-pound sample shall be used for testing.
2. The sample will be quartered and each of the four (4) quarters shall be placed in airtight containers. One quarter (1/4) will be used by the City's laboratory for analysis. Two quarters (2/4) will be set aside for use by the Bidder and a referee laboratory in the event of a dispute. City will use the final quarter in the event of a dispute.

(E) Testing Procedures

1. Slaking Rate

As covered in AWWA Specifications, B-202-02, Section 5.4.

2. Calcium Oxide

As covered in AWWA Specifications, B-202-02, Section 5.3.2.

3. Residue After Slaking

As covered in AWWA Specifications, B-202-02, Section 5.5.

(F) Pebble Size: -1/2" x 5 mesh (-1/2" x 0.157")

Type 1A: Foundry or Rice lime, bulk must be in accordance with Standard American Water Works Specifications B-202-02. The following requirements and testing procedures are applicable.

(A) Slaking Rate

Minimum temperature rise after three (3) minutes slaking time shall be 40 degrees Centigrade.

(B) Calcium Oxide (CaO) Content

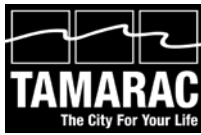
Shall contain a minimum of 89% free lime.

(C) Residue After Slaking

Residue shall not be more than 2% by weight on 30 mesh sieve.

(D) Sampling Procedure

1. Approximately 10 pounds of lime shall be taken by random sampling during the time that each shipment is being unloaded. Material is to be immediately placed in airtight containers to minimize contact with air. This ten-pound sample shall be used for testing.
2. The sample will be quartered and each of the four (4) quarters shall be placed in airtight containers. One quarter (1/4) will be used by the City's laboratory for analysis. Two quarters (2/4) will be set aside for use by the Bidder and a referee laboratory in the event of a dispute. City will use the final quarter in the event of a dispute.

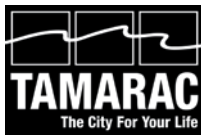


- (E) Testing Procedures
 - 1. Slaking Rate
As covered in AWWA Specifications, B-202-02, Section 5.4.
 - 2. Calcium Oxide
As covered in AWWA Specifications, B-202-02, Section 5.3.2.
 - 3. Residue After Slaking
As covered in AWWA Specifications, B-202-02, Section 5.5.
- (F) Foundry/Rice Size: -5 mesh x 14 mesh (0.157" x 0.0555")

Type 2. Hi-Cal, Granular lime, bulk. The following requirements and testing procedures are applicable.

- (A) Reactivity:
Reactivity per ASTM C-110: 30 Second Reactivity: 20 degrees Centigrade average. Three (3) minute reactivity: shall be 40 degrees Centigrade.
- (B) Calcium Oxide (CaO) Content
Shall contain a minimum of 92% free lime total, and a minimum of 87% available CaO, per ASTM C-25 method.
- (C) Sizing:
Granular product U.S. sieves size 0" x 1/8". Bulk density average of 63 lb. per cubic foot.

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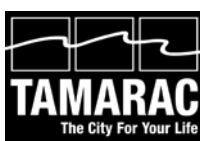


**BID FORM
FURNISH, DELIVER AND DISCHARGE OF QUICKLIME
BID NO. 17-22B**

Submitted by: _____ (Bidder) _____ (Date)

THIS BID SUBMITTED TO:
City of Tamarac
Purchasing and Contracts Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

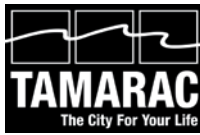
1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this bid.
2. This bid will remain subject to acceptance for ninety (90) days after the day of bid opening. Bidder will sign and submit an agreement with the necessary documents required by the City within fifteen (15) days prior to the date of the City's Award.
 - a) Bidder has familiarized itself with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - b) Bidder has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the contract documents and the written resolution thereof by the City is acceptable to Bidder.
 - c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.
3. Bidder will complete the Work for the prices shown in the "Bid Form".
4. Bidder agrees that the Work will be substantially performed and completed in accordance with the schedules established herein.
5. Will your firm accept payment by Procurement Card (Credit Card)? _____ Yes _____ No.



**BID FORM
 BID NO. 17-22B
 (continued)**

We propose to furnish the following in conformity with the specifications. The bid prices quoted are certified to be correct. Said prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the contract documents. Rail and Truck fuel surcharges are not included on the spreadsheet below, and will be invoiced as separate line items per the requirements outlined in Section 3, "Pricing" of the Special Conditions herein. To assure continuity of supply, it is the intent of the City to award this bid to the lowest responsible and responsive bidder. The City reserves the right to award the bid on a split order basis, lump sum (preferred) or individual item basis unless otherwise stated.

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
Type 1 – Pebble Lime					
Broward County Dist. 1	3701 N State Road 7	4,200	\$ _____	\$ _____	\$ _____
Broward County Dist. 2	1390 NE 51 St.	6,300	\$ _____	\$ _____	\$ _____
City of Coral Springs (1)	3800 NW 85th Avenue, Coral Springs	1352	\$ _____	\$ _____	\$ _____
Town of Davie	3500 NW 76th Avenue, Hollywood	750	\$ _____	\$ _____	\$ _____
City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1872	\$ _____	\$ _____	\$ _____
City of Fort Lauderdale	949 NW 38 th St., Ft. Lauderdale	11,500	\$ _____	\$ _____	\$ _____
City of Hallandale (2)	215 NW 6th Avenue, Hallandale	900	\$ _____	\$ _____	\$ _____
City of Lauderhill	2001 NW 49th Avenue, Lauderhill	1825	\$ _____	\$ _____	\$ _____
City Of Miramar	2600 SW 66 th Terrace, Miramar	953	\$ _____	\$ _____	\$ _____
City of North Miami	12098 NW 11 th Ave, North Miami	1,440	\$ _____	\$ _____	\$ _____
Village of Palm Springs	360 David Road, Palm Springs	600	\$ _____	\$ _____	\$ _____
Village of Palm Springs	5618 Basil Drive, West Palm Beach	600	\$ _____	\$ _____	\$ _____
City of Pompano Beach	301 NE 12th Street, Pompano Beach	2,200	\$ _____	\$ _____	\$ _____
City of Sunrise	4350 Springtree Drive, Sunrise	2,400	\$ _____	\$ _____	\$ _____
City of Sunrise	15400 Sludge Mill Road, Davie	600	\$ _____	\$ _____	\$ _____
U.S. Water (City of North Lauderdale)	841 NW 71 st Avenue, North Lauderdale	650	\$ _____	\$ _____	\$ _____
Village of Wellington	1100 Wellington Terrace, Wellington	1,240	\$ _____	\$ _____	\$ _____
TYPE 1A – Foundry/Rice Lime					
City of Dania Beach	1201 Stirling Road, Dania Beach	320	\$ _____	\$ _____	\$ _____
City of Delray Beach	201 SW 7 th St., Delray Beach	3,650	\$ _____	\$ _____	\$ _____
City of Hollywood	3441 Hollywood Blvd., Hollywood	2,400	\$ _____	\$ _____	\$ _____
City Of Margate	980 NW 66 th Ave, Margate	2,000	\$ _____	\$ _____	\$ _____
City of North Miami Beach (3)	19150 NW 8 th Ave, Miami Gardens	3,000	\$ _____	\$ _____	\$ _____
City Of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4,500	\$ _____	\$ _____	\$ _____
City of Tamarac	7803 NW 61st Street, Tamarac	1,500	\$ _____	\$ _____	\$ _____



AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
TYPE 2 -- Hi CAL Granular (4)					
City of Hollywood	Wastewater, 1621 N14th Ave, Hollywood	5,500	\$ _____	\$ _____	\$ _____
Village of Wellington	11860 Pierson Rd., Wellington	20	\$ _____	\$ _____	\$ _____
Total Annual Tonnage		\$58,072			\$ _____

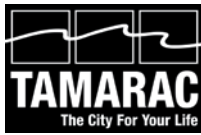
Delivery Location Special Conditions:

- (1) Coral Springs – Must deliver between 8:00AM and 4:00PM Monday to Friday ONLY.
- (2) Hallandale Beach – Delivery to be made by a tanker truck @ 25 Tons/shipment. Lime to be pneumatically transferred from truck to silo. Delivery must be within 3 days of order.
- (3) North Miami Beach -- At time of publication, the City of North Miami Beach was in the process of entering into an Agreement for the privatization of their Water Plant Operations. It is not certain if the new contractor will be utilizing the resultant agreement or not. Successful contractor to contact North Miami Beach to determine if they will be purchasing Quicklime materials from this Agreement, or if their private contractor will be purchasing on their behalf, or if no further purchases will be made using this Agreement.
- (4) Hollywood – Wastewater Plant – and Village of Wellington Utilizes Hi-Cal Granular Quicklime (Type 2). (See specification for Hi-Cal Granular herein.)

Authorized Signature

Authorized Signature

Typed/Printed Name



**BID FORM
FURNISH, DELIVER AND DISCHARGE OF QUICKLIME
BID NO. 17-22B
Continued**

Bidder's Name: _____

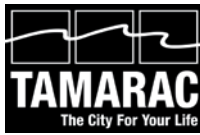
NOTE: Bid submittals without the manual signature of an authorized agent of the Bidder shall be deemed non-responsive and ineligible for award.

TERMS: _____ % DAYS: _____

Delivery/completion: _____ calendar days after receipt of Purchase Order

IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Please indicate reason(s) why a Bid Proposal is not being submitted at this time. Return the Bid Form to avoid removal of Bidder from the City of Tamarac's vendor listing.



BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

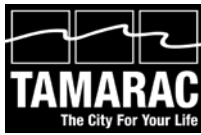
- 1. Carefully read the General Terms & Conditions, Special Conditions and the General Requirements.
- 2. Properly fill out the **Bid Form**.
- 3. Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
- 4. Sign the **Certification** page. **Failure to do so will result in your Bid being deemed non-responsive.**
- 5. Include information regarding supplier's capabilities as addressed in **Special Conditions Section 11**.
- 6. Fill out the **Bidder's Qualification Statement**.
- 7. Fill out the **References** page.
- 8. Sign the **Vendor Drug Free Workplace Form**.
- 9. Fill out the **List of Subcontractors**.
- 10. Fill out the **Contract Pass Request**.
- 11. **Submit ONE (1) Original AND TWO (2) Photocopies of your bid, clearly marked with the BID NUMBER AND BID NAME on the outside of the package and an electronic copy of your bid in a pdf format on a USB thumb drive.**

Make sure your Bid is submitted PRIOR to the deadline.

Late Bids will not be accepted.

Failure to provide the requested attachments may result in your bid being deemed non-responsive.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.



REFERENCES

Please list government agencies and/or private firms with whom you have done business who utilized a similar scope of services to the City of Tamarac requirements during the past five years:

Your Company Name _____
Address _____
City State Zip _____

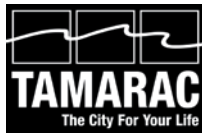
Agency/Firm Name: _____
 Address _____
 City State Zip _____
 Phone/Fax _____
 Contact Name _____

Agency/Firm Name: _____
 Address _____
 City State Zip _____
 Phone/Fax _____
 Contact Name _____

Agency/Firm Name: _____
 Address _____
 City State Zip _____
 Phone/Fax _____
 Contact Name _____

Agency/Firm Name: _____
 Address _____
 City State Zip _____
 Phone/Fax _____
 Contact Name _____

Agency/Firm Name: _____
 Address _____
 City State Zip _____
 Phone/Fax _____
 Contact Name _____



CERTIFICATION

THIS DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we(I) have read the entire document, including the Scope of Work, Additional Requirements, Supplemental Attachments, Instructions to Proposers, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation for Bid, and also agrees that products and/or equipment to be delivered which fail to meet bid specifications will be rejected by the City within thirty (30) days of delivery at no charge to the City. Replacement by the bidder shall be made within thirty (30) days of the rejection of any products.

Furthermore, the undersigned declares to have specific and legal authorization to obligate their firm to the terms of this bid,

SUBMITTED TO: City of Tamarac
Purchasing and Contracts Manager
7525 NW 88th Avenue
Tamarac, Florida 33321

Indicate which type of organization below:

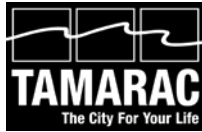
INDIVIDUAL PARTNERSHIP CORPORATION OTHER

If "Other", Explain: _____

Authorized Signature

Company Name

Typed/Printed Name



BIDDER'S QUALIFICATION STATEMENT

Please provide the following information as a part of your bid submittal. Failure to provide the information requested, or failure to provide accurate and correct information may result in the rejection of your bid.

Name of Company _____

Address _____

City State Zip _____

Telephone _____

Fax Number _____

1. How many years has your organization been in business under its present name?
_____ Years

2. If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: _____

3. Under what former name(s) has your business operated?:

List former address(es) of that business (if any):

4. Are you Certified? Yes No If Yes, attach copy of Certification

5. Are you Licensed? Yes No If Yes, attach copy of License

6. Has your company ever declared bankruptcy? Yes No

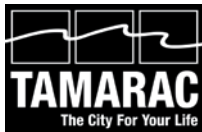
If Yes, explain: _____

7. Are you a Sales Representative Distributor Broker or Manufacturer of the commodities/services bid upon?

8. Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? Yes No If yes, explain: (date, service/project, bid title etc.)

9. Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes No If yes, explain: _____

10. Have you ever been debarred or suspended from doing business with any governmental entity? Yes No If yes, explain: _____



CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____ (Corporate Title), a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)", the duly elected _____ (Title of Officer) of _____ (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____, 20____.

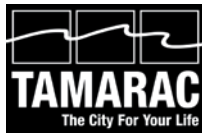
(SEAL)
Secretary

By: _____

Corporate Title _____

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.



NON-COLLUSIVE AFFIDAVIT

State of _____)
) ss.
County of _____)

_____ BEING FIRST DULY SWORN,
DEPOSES AND SAYS THAT:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer 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 Proposer 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 Proposer, 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 Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

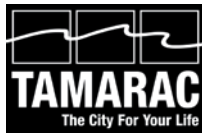
Witness

By _____

Witness

Printed Name

Title



ACKNOWLEDGMENT

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of _____

On this the ____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC

NOTARY PUBLIC, STATE OF FLORIDA

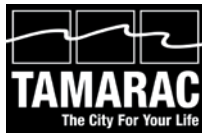
SEAL OF OFFICE:

(Name of Notary Public: Print,
Stamp or Type as Commissioned)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

DID take an oath, or DID NOT take an oath



VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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.

Inform employees about dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, & employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing commodities or contractual svcs., that are under bid a copy of the statement specified in subsection (1).

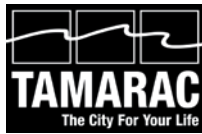
In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later that five (5) days after each conviction.

Impose a section 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.

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 form complies fully with the above requirements.

Authorized Signature

Company Name



APPENDIX A

CONTRACTOR PASS REQUEST

Vendor Name: _____

Vendor Address: _____

Vendor Contact Name: _____

Vendor Contact Phone Number: _____

List of Contractor Employees Requiring Entry to Facilities

(Attach copy of Picture Identification for all persons listed)

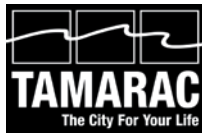
Name	Work to be Performed

APPENDIX B**2017 TRUCK FUEL SURCHARGE SCALE**

Truck Fuel Surcharges are a percentage of the truck freight rate for product movement from the bidder's distribution origin to the customer's site. Truck Fuel Surcharges are subject to change quarterly.

- The percentage of the Monthly Truck Fuel Surcharge is computed by determining the Department of Energy's DOE Retail On-Highway Diesel Price – US Average index may be found at: published on the 3rd Monday of the last month of the quarter. DOE Diesel Prices may be found at the following website: <https://www.eia.gov/petroleum/gasdiesel/>
- Percentages change .5% for every \$0.05 per gallon price change

DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE	DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE
\$1.75	0.00%	\$3.00	13.00%
\$1.80	1.00%	\$3.05	13.50%
\$1.85	1.50%	\$3.10	14.00%
\$1.90	2.00%	\$3.15	14.50%
\$1.95	2.50%	\$3.20	15.00%
\$2.00	3.00%	\$3.25	15.50%
\$2.05	3.50%	\$3.30	16.00%
\$2.10	4.00%	\$3.35	16.50%
\$2.15	4.50%	\$3.40	17.00%
\$2.20	5.00%	\$3.45	17.50%
\$2.25	5.50%	\$3.50	18.00%
\$2.30	6.00%	\$3.55	18.50%
\$2.35	6.50%	\$3.60	19.00%
\$2.40	7.00%	\$3.65	19.50%
\$2.45	7.50%	\$3.70	20.00%
\$2.50	8.00%	\$3.75	20.50%
\$2.55	8.50%	\$3.80	21.00%
\$2.60	9.00%	\$3.85	21.50%
\$2.65	9.50%	\$3.90	22.00%
\$2.70	10.00%	\$3.95	22.50%
\$2.75	10.50%	\$4.00	23.00%
\$2.80	11.00%	\$4.05	23.50%
\$2.85	11.50%	\$4.10	24.00%
\$2.90	12.00%	\$4.15	24.50%
\$2.95	12.50%	\$4.20	25.00%



**SAMPLE FORM AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and _____, a ____ corporation with principal offices located at _____ (the "Contractor") to provide for _____.

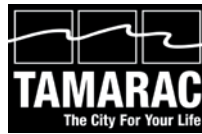
Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 17-22B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Contract Exhibit A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 17-22B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 17-22B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2) The Work

- 2.1.** The Contractor shall perform all work for the City required by the contract documents as set forth below:
- 2.1.1** Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 17-22B, "Furnish, Deliver and Discharge Quicklime".
 - 2.1.2** Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
 - 2.1.3** Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.
 - 2.1.4** Contractor shall be required to complete the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 17-22B), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.

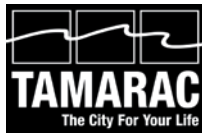


- 2.1.5 Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.
- 2.1.6 All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.
- 2.1.7 Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.
- 2.1.8 Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3) Insurance

- 3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:

Insurance Requirements		
Line of Business/ Coverage	Occurrence	Aggregate
	Limits	
Commercial General Liability Including:	\$1,000,000	\$1,000,000
Premises/Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard		
Products/Completed Operation		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Automobile Liability	\$1,000,000.00	\$1,000,000.00
Workers' Compensation & Employer's Liability	Statutory	



4) Term

The term of this Agreement shall be for an initial three (3) year period, beginning November 1, 2017 through October 31, 2020. The City reserves the right to renew this Agreement for three (3) additional one (1) years periods subject to the Contractor's acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

5) Contract Sum

The Contract Sum for the above work for entities listed in Contract Exhibit A (UNIT PRICING PROVIDED IN BID) shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 17-22B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Contract Exhibit A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Contract Exhibit A, shall be firm for the initial contract period from November 1, 2017 through October 31, 2020, Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 5.3, "Escalation / De-escalation" shown herein.

5.1 Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the initial contract period from November 1, 2017 through October 31, 2020. Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 3.C, "Escalation / De-escalation" shown herein.

5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.

5.2.2 Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

5.2.3 Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Appendix B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp

5.3 Escalation/De-escalation:

5.3.1 The City will accept price adjustments on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. The Contractor must submit sufficient documentation to be given consideration for a price increase, and must pass-on a price decrease when the Contractor's costs are reduced. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt's Coal Index, U.S. Bureau of Labor

Statistics (BLS) reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, BLS Electric Power Generation, Transmission and Distribution Index, BLS Crushed and Broken Limestone Index, BLS mining Machinery and Equipment Index; and copies of vendor monthly internal cost reports and/or actual invoices.

- 5.3.2** Rail and Truck freight charges and changes for transfer costs require written verification from vendor's freight and transfer subcontractors, provided to the Purchasing & Contracts Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2017, subject to change in accordance with the schedule provided in Section 3.C.1 herein.
- 5.3.3** The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Appendix B to the original bid #17-22B. At the end of each quarter, the Contractor will process a "true up" by comparing the actual monthly rail and truck fuel surcharges for the quarter to the rail and truck fuel surcharges implemented at the time of the quarterly price change. Based on this comparison, the Contractor will issue the City a credit or debit that represents the variance.
- 5.3.4** Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases.

6) Payments

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 17-22B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7) Conditions of Material

All materials and products supplied by the Bidder in conjunction with this bid shall conform to the specifications of the bid. The City reserves the right to return the product to the Bidder and require the delivery of new product at no cost to the City.

8) Indemnification

- 8.1** The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

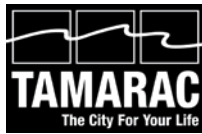
- 8.2** Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
 - ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.
- 8.3** The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.
- 8.4** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered



under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

11) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

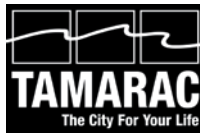
With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

13) Termination

13.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.



13.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14) Uncontrollable Forces

14.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17) Signatory Authority

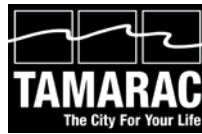
The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

18) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

**20) No Construction Against Drafting Party**

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

21) Public Records

21.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

21.1.1 Keep and maintain public records required by the City in order to perform the service;

21.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

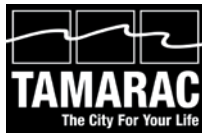
21.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

21.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

21.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

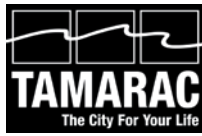
22) Public Records Custodian

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:



**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its _____ duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

Company Name

Signature of Corporate Secretary

Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date

