

Meeting Date: 4/12/11

Agenda Item 3

REQUESTED COMMISSION ACTION:

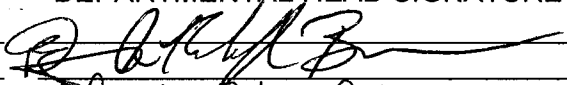
Consent     Ordinance     Resolution     Consideration/Discussion     Presentation

SHORT TITLE    Approval to purchase hydrofluosilicic acid (fluoride), as needed, for the Water Treatment Plant, per the City of Fort Lauderdale cooperative bid #403-10368, from Harcros Chemicals, at an estimated total cost of \$91,890.00 per year.

**Summary of Purpose and Why:**

The City of Fort Lauderdale issued a bid for "Hydrofluosilicic Acid" (fluoride) as the lead agency for the Southeast Florida Governmental Purchasing Cooperative, on behalf of participating governmental agencies. Formal approval is required for the City to purchase fluoride from the awarded vendor from Fort Lauderdale Bid #403-10368, Harcros Chemicals. The contract is valid through February 28, 2012, with renewal periods possible as stated in the bid specifications. The estimated annual expenditures for fluoride may total \$91,890.00. City Commission approval of this contract award is requested.

- (1) Origin of request for this action: staff
- (2) Primary staff contact: A. Randolph Brown, Utilities Director    954 545-7044
- (3) Expiration of contract, if applicable: n/a
- (4) Fiscal impact and source of funding: As needed, from budgeted funds in account 412-3320-533.52-05, Utility Fund/Water Treatment Plant/Chemicals.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Utilities	<u>3/30/11</u>	<u>APPROVE</u>	
General Services	<u>3/29/11</u>	<u>approve</u>	<u>Steve J. ...</u>
Finance	<u>3/31/11</u>	<u>approval</u>	<u>D. ...</u>
Budget	<u>3/31/11</u>	<u>APPROVE</u>	<u>[Signature]</u>

City Manager [Signature: Dennis W. Seal]


ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 <sup>st</sup> Reading	1 <sup>st</sup> Reading	Results:	Results:
_____	_____	_____	_____
2 <sup>nd</sup> Reading	_____	_____	_____
_____	_____	_____	_____

## MEMORANDUM

Purchasing #11-070  
March 25, 2011

To: Dennis W. Beach, City Manager

From: Leeta Hardin, General Services Director 

Subject: Award Co-op Bid, "Hydrofluosilicic Acid" City of Fort Lauderdale Bid #403-10368

### Contract Need/Background

The City of Pompano Beach orders fluoride for use at the water treatment plant. The City of Fort Lauderdale issued Bid #403-10368 to establish a contract for the purchase of Hydrofluosilicic Acid (Fluoride), delivered, as needed. Fort Lauderdale issued this bid as the lead agency, on behalf of entities included in the Southeast Florida Governmental Purchasing Cooperative. This bid contains the combined estimated annual purchase requirements from all of the participating entities. Fort Lauderdale awarded the contract to the sole bidder, Harcros Chemicals. The contract is valid through February 28, 2012, with possible renewal periods, based on the unit prices bid. Pompano Beach will order approximately 245,040 pounds of fluoride annually.

Attached you will find copies of a memorandum from the Water/Reuse Plants Superintendent, and copies of the bid documents from the City of Fort Lauderdale.

### Funding

Fluoride is purchased, as needed, from budgeted funds in account, 412-3320-533.52-05, Utility Fund/Water Treatment Plant/Chemicals. The total estimated expenditure for this chemical, based on the City's annual usage, and the awarded bid price, would be \$91,890.00.

### Award Recommendation

After a review of the Fort Lauderdale bid results with the Utilities Department it is recommended that Harcros Chemicals be awarded a contract for the purchase of Fluoride as needed at the unit prices bid, based upon the City of Fort Lauderdale Bid #403-10368, through February 28, 2012, with possible renewal as stated in the bid specifications.

/lh  
enclosures

cc: file




Phone: (954) 545-7016

**City of Pompano Beach  
UTILITIES TREATMENT PLANT**

Fax: (954) 545-7046

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**MEMORANDUM NO. 11-25**

**DATE:** March 28, 2011  
**TO:** Leeta Hardin, General Services Director  
**FROM:** Don Bayler, Utilities Treatment Plant(s) Superintendent   
**SUBJECT:** Co-op Bid Award for Hydrofluosilicic Acid (Fluoride)

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**Issue:**

The Co-op bid and award to purchase Hydrofluosilicic Acid. (Fluoride)

**Explanation:**

The City of Fort Lauderdale, as the lead agency for the co-op bid for the purchase of fluoride has awarded the Harcros Chemicals, Inc. as their fluoride supplier. The City of Pompano Beach has been a participating member of this purchasing co-op in the past. As such, the Utilities Department recommends the procurement of fluoride using the City of Fort Lauderdale recent Fluoride bid # 403-10368

Fluoride is used in the water treatment process to provide consumer protection from tooth decay and is strongly recommended by the State of Florida Department of Health and supported by City Commission through Reso#1999-145.

The cost to purchase fluoride has increase substantially due to the reduction in available supply. The cost per pound is \$0.375 for LTL quantities. The City's Utilities Department requires approximately 245,040 pounds annually. This equates to needed funds of about \$91,890.00 annually.

**Recommendation:**

The Utilities Department recommends awarding Harcros Chemicals, Inc. as the Utilities Department's fluoride supplier as addressed in the City of Fort Lauderdale's Fluoride Bid #403-10368. The annual cost is estimated at \$91,890.00. Funding is available in the water treatment plant chemical account number 412-3320-533-52-05.



City of Fort Lauderdale • Procurement Services Department  
100 N. Andrews Avenue, Rm. 619 • Fort Lauderdale, FL 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

October 13, 2010

Harcros Chemicals  
Attn: Thomas Hillyer  
5132 Trenton Street  
Tampa, FL 33619

RE: Contract 403-10368 (Co-Op)

Dear Mr. Hillyer:

On October 5, 2010, M-16, the City Commission approved a one-year contract extension for **Hydrofluosilicic Acid**. The revised contract expiration date will be **February 28, 2012**.

The terms, conditions and specifications of this contract will remain in effect during the one-year extension period, including insurance and/or performance bond coverage requirements.

We hope this will continue to be a rewarding and profitable business relationship.

Sincerely,

Carrie L. Keohane  
Procurement Specialist I

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THIS AGREEMENT, made and entered into this 1st day of December, 2009, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Harcros Chemicals Inc., a Florida corporation ("Contractor"), whose address and phone are 5132 Trenton Street, Tampa, FL 33619, Phone 813-247-4531, Fax: 813-247-7917.

WHEREAS, the City issued Invitation to Bid Number 403-10368 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on December 1, 2009, the City Commission of the City of Fort Lauderdale approved an agreement with Contractor for the goods or services described in the ITB. (Pur-1, CAR 09-1609)

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City Hydrofluosilicic Acid in accordance with and in strict compliance with the specifications, terms, conditions, and requirements set forth in the ITB and any and all addenda thereto beginning 3/1/10 and ending 2/28/11 for the requirements listed above.

2. This contract form, the ITB, any and all addenda to the ITB, and the Contractor's proposal in response to the ITB are integral parts of this Contract, and are incorporated herein.

3. In the event of conflict between or among the contract documents, the order of priority shall be as follows:

First, this contract form;

Second, any and all addenda to the City's ITB in reverse chronological order;

Third, the ITB;

Fourth, the Contractor's response to any addendum requiring a response;

Fifth, the Contractor's proposal in bid to the ITB.

4. The Company warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the ITB and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or service supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the ITB the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice to the Contractor, and reduce commensurately any amount of money due the Contractor.

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DO NOT REMOVE  
FROM FILE

5. The City may cancel this Contract upon written notice to the Contractor in the event the Contractor fails to furnish the goods or perform the services as described in the ITB within 30 days following written notice to the Contractor.

6. The Contractor shall not present any invoice to the City that includes sales tax (85-8012514506C-7) or federal excise tax (59-6000319).

7. Contractor shall direct all invoices in duplicate for payment to Finance Department, City of Fort Lauderdale, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. Any applicable discount MUST appear on the invoice.


8. Special Conditions: Section 5.08, Page 21, insert into line 4...directly or indirectly out of the work agreed to or performed by contractor, except those caused by the City, under the terms of any agreement that may arise due to the bidding process.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE


By:   
Director of Procurement Services

CONTRACTOR

By:   
Print Name: J.F. O'Neil  
Title: SENIOR VP

(If not president of corporation or managing member of limited liability company, please attach proof of authorization.)

ATTEST:

J.F. O'Neil  
Print Name:   
Title: SECRETARY  
(Secretary for corporation;  
member or manager for L.L.C.)

# COMMISSION AGENDA REPORT

COMMISSION MEETING DATE: 12-01-2009 AGENDA ITEM: PUR-01

COMMISSION REPORT NO: 09-1609

PREPARED BY:

Albert Carbon 11-02-2009 09:57:34 DEPT: Public Works

DEPARTMENT DIRECTOR'S SIGNATURE

Julie Leonard, Assistant Utilities Services Director - Operations, 954-828-7802

AUTHOR'S NAME, TITLE, AND TELEPHONE NUMBER

George Gretsas 11-23-2009 15:26:46

CITY MANAGER'S SIGNATURE

TITLE 1: 403-10368 - CO-OP PURCHASE OF HYDROFLUOSILICIC ACID (FLUORIDE)

TITLE 2: FIVEASH AND PEELE DIXIE WATER TREATMENT PLANTS

SUBJECT:

One year contract to supply Hyrdofluosilicic Acid to Fiveash and Peele Dixie Water Treatment Plants is being presented for approval by Public Works Department.

REQUESTED ACTION (STAFF RECOMMENDATION - CONTENT OF MOTION):

Motion to approve.

REGULAR AGENDA

CONFERENCE

- Motion
- Motion for Discussion
- Old/New Business
- City Commission Reports
- Public Hearing
- Ordinance
- Exec Closed Door
- City Manager Reports
- Resolution
- Presentation
- Conference Reports
- Purchase
- Citizen Presentation
- Advisory Boards
- Consent Resolution

Public Notice Advertised:

FUNDS APPROPRIATION/TRANSFER (provide index code, subject, and title of subobject):

\$90,000 is available in Fund 450, Subfund 01, PBS670303, Subobject 3715 and \$32,800 is available in Fund 450, Subfund 01, PBS670305, Subobject 3715.

## FOR PROCUREMENT ITEMS ONLY

PROCUREMENT REFERENCE NO: 403-10368 TRANSACTION TYPE: Co-Op Contract

BIDS SOLICITED/RECEIVED: 291/1 WBE: 19/0 LATE BID: 0

Vendor: MBE: 18/0 NO BID: 0

Harcros Chemicals Inc.  
Tampa, FL

Amount: \$122,800.00 Details: Not to exceed

Procurement Recommendation:

The Procurement Services Department has reviewed this item and recommends awarding this Co-Op Contract to the single bidder.

**Description of Exhibits:**

1. Background/Details	2. Tabulation	3.
4.	5.	6.
7.	8.	9.

**EXHIBITS: AVAILABLE VIA HARDCOPY: Exhibit #s:**

**PRIOR COMMISSION/BOARD ACTION: (attach additional file if necessary)**

**BACKGROUND/DETAIL:**

See Exhibit #1

**Attorney's Initials:**

Background Detail  
CAR 09-1691

Fluoride has been officially recognized as a tooth decay preventative in young children and is being used by over 90 percent of the municipalities in Broward and Dade counties. The American Dental Association highly recommends the addition of fluoride to the potable water supply. By citizen vote approval, the City of Fort Lauderdale has been required to add fluoride to our water supply since October of 1983.

As lead Agency for the South Florida Governmental Purchasing Cooperative Group (Co-Op) the Procurement Services Department solicited bids to 291 vendors and received one response from Harcros Chemicals Inc. The City formally bid this commodity for the Co-Op in 2006 and 2008 and received one response from Harcros each time. They are the only known vendor that can supply the quantities of Fluoride required by the City and Co-Op members. Harcros took exceptions to the City's terms and conditions, but after negotiations agreed to withdraw all except one. In Section 5.08 of the General Conditions the City has agreed to add the words "except those caused by the City" into line 4. The City Attorney has agreed to this exception and with Commission approval the wording will be replaced in the formal contract. The total amount bid for the Co-Op was \$1,769,539.33. The City's portion of this Co-Op bid is not to exceed \$122,800. Staff recommends the City Commission approve the purchase of Hydrofluosilicic Acid from Harcros Chemicals Inc., Bid No. 403-10368, in the amount not to exceed \$90,000 for the Fiveash Water Treatment Plant and \$32,800 for the Peele Dixie Water Treatment Plant. The City reserves the right to extend the contract for three additional one-year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City.

Staff recommends the City Commission approve the purchase of Hydrofluosilicic Acid from Harcros Chemicals Inc., in the amount not to exceed \$90,000 for the Fiveash Water Treatment Plant and \$32,800 for the Peele Dixie Water Treatment Plant for a total amount not to exceed \$122,800.

### Bid #403-10368 - Hydrofluosilicic Acid

Creation Date **Sep 11, 2009**

End Date **Oct 28, 2009 2:00:00 PM EDT**

Start Date **Sep 30, 2009 6:30:18 PM EDT**

Awarded Date **Not Yet Awarded**

403-10368-1-01 Hydrofluosilicic Acid - Full Truckloads					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Harcros Chemicals	First Offer - \$0.3475	2476179 / pound	\$860,472.2025	Y	Y
Agency Product Code: Agency Notes:			Supplier Product Code: 26268 Supplier Notes: Pricing based on 23% analysis. Prices are delivered. Lead time 2-7 days.		

403-10368-1-02 Hydrofluosilicic acid - Less than Full Truckloads					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Harcros Chemicals	First Offer - \$0.375	2476179 / pound	\$928,567.125	Y	Y
Agency Product Code: Agency Notes:			Supplier Product Code: 26268 Supplier Notes: Pricing based on 23% analysis. Pricing is delivered. Lead time 2-7 days.		

403-10368-1-03 Demurrage Rate					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Harcros Chemicals	First Offer - \$75.00	100 / hour	\$7,500.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

**Supplier Totals**

<b>Harcros Chemicals</b>		<b>\$1,796,539.3275 (3/3 items)</b>
Bid Contact	<b>Tom Hillier</b>	Address <b>5132 Trenton Street</b>
	<b>thillier@harcroschem.com</b>	<b>Tampa, FL 33619</b>
	<b>Ph 813-247-4531</b>	
Supplier Code	00000489	
Bid Notes	<b>All pricing based on 23% analysis. Pricing is delivered. Lead time 2-7 days.</b>	
Agency Notes:	<b>Supplier Notes:</b> All pricing based on 23% analysis. Pricing is delivered. Lead time 2-7 days.	

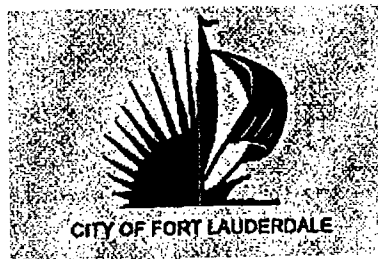
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***CITY OF FORT LAUDERDALE  
SPECIFICATIONS PACKAGE***

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**403-10368**

**Hydrofluosilicic Acid**



**CONTRACT  
COPY**

**Bob McKenney**

**954-828-5139**



**Please note the following exceptions:**

**Special Conditions, Section 1.17: Add to beginning: "To the extent caused by negligence or willful misconduct by...." Strike entire sentence beginning with "Without limiting the foregoing,..."**

**General Terms and conditions: Please strike following sections to avoid potential conflict with Special Conditions – Section 3.14, 4.01, 4.02, 5.08**

**General Terms and conditions: Insert "thirty (30) days" in Sentence 1 after "...the city may upon"  
revised 9-08-09**

Address: **Miramar, FL**  
Contact Name: **Bruce McFarland** Telephone: **954-392-7880**

Company Name: **Tampa Electric**  
Address: **Tampa, FL**  
Contact Name: **Gary Garbleman** Telephone: **813-228-1850**

Company Name: **Orange Co Utilities**  
Address: **Orlando, FL**  
Contact Name: **Dennis** Telephone: **407-836-6857**

13. Have you ever failed to complete work awarded to you? If so, where and why?  
**NO**

14. List any licenses/permits, etc. you hold for performing this type of work:  
**All drivers - CDL with hazmat endorsement**  
**Current on all State of Florida and Hillsborough County operation permits/licenses**

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

16. Other comments?

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

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

**NON-COLLUSION STATEMENT:**

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

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

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

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

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

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

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

**NAME**

**RELATIONSHIPS**

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

**GENERAL QUESTIONNAIRE****BIDDER NAME: Harcros Chemicals, Inc****Complete the following:****Contact Name: Thomas Hillyer Phone: 813-247-4531****Delivery/begin work in calendar days after receipt of Purchase Order: (Section 1.02 of General Conditions.):****7 Days****Payment terms (Section 1.03 of General Conditions: (net 30 if left blank) **Net 30******Total Bid Discount (Section 1.04 of General Conditions): **na******Prices firm for acceptance for 90 days? (Section 1.05 of General Conditions.):** **Yes**    **No**   **Other**

1. Number of years experience the bidder has had in providing similar services: **5+ Years**
2. Manufacturer of Hydrofluosilicic Acid: **Mosaic**
3. Location of manufacturer's works: **Tampa, FL**
4. The typical percentage of acid is **23%**.
5. Will weight certificate be provided?    **YES**    **NO**
6. Is a certified copy of the assay test of typical hydrofluosilicic acid supplied attached hereto?  
 **YES**    **NO**
7. Does acid comply with all applicable requirements of AWWA B703-71 (or latest revision)?  
 **YES**    **NO**
8. Some of the agencies participating in this bid do not own their own tanks. Please state lease arrangements for agencies which require that service:

**Harcros does not directly provide tanks for lease. Will work with municipality that requests to find suitable leasor.**

9. What is your maximum free unloading time? **2 hours**
10. Delivery: Number of calendar days required for delivery upon receipt of order: **2-7 days.**
11. Note any exceptions to the safety measures mentioned in paragraph 2.03 of the Scope of Services:
12. Provide three references for which you have performed similar services.

**Company Name: City of Miramar**

**Harcros Chemicals**

Bid Contact **Tom Hillyer**  
**thillyer@harcroschem.com**  
**Ph 813-247-4531**

Address **5132 Trenton Street**  
**Tampa, FL 33619**

Supplier Code 00000489

Bid Notes **All pricing based on 23% analysis. Pricing is delivered. Lead time 2-7 days.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Atch.	Docs
403-10368-1-01	Hydrofluosilicic Acid - Full Truckloads	<b>Supplier Product Code: 26268</b>  Pricing based on 23% analysis. Prices are delivered. Lead time 2-7 days.	<b>First Offer - \$0.3475</b>	2476179 / pound	<b>\$860,472.2025</b>	Y	Y
403-10368-1-02	Hydrofluosilicic acid - Less than Full Truckloads	<b>Supplier Product Code: 26268</b>  Pricing based on 23% analysis. Pricing is delivered. Lead time 2-7 days.	<b>First Offer - \$0.375</b>	2476179 / pound	<b>\$928,567.125</b>	Y	Y
403-10368-1-03	Demurrage Rate	<b>Supplier Product Code:</b>	<b>First Offer - \$75.00</b>	100 / hour	<b>\$7,500.00</b>		Y
<b>Supplier Total</b>					<b>\$1,796,539.3275</b>		

**Harcros Chemicals**

**Item: Hydrofluosilicic Acid - Full Truckloads**

**Attachments**

ft lauderdale exceptions bid 403-10368.doc

2010 INSURANCE CERTIFICATE.pdf

HFS MSDS.pdf

**Harcros Chemicals Inc.**

5132 Trenton  
Tampa, FL 33619

Telephone : 813-247-4531  
Fax : 813-247-7917  
E-mail: thillyer@harcros.com



Fort Lauderdale Bid # 403-10368

Please note the following exceptions:

Special Conditions, Section 1.17: Add to beginning: "To the extent caused by negligence or willful misconduct by...." Strike entire sentence beginning with "Without limiting the foregoing,..."

General Terms and conditions: Please strike following sections to avoid potential conflict with Special Conditions – Section 3.14, 4.01, 4.02, 5.08

General Terms and conditions: Insert "thirty (30) days" in Sentence 1 after "...the city may upon"

**ACORD CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
10/1/2009

<b>PRODUCER</b> Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> HARCROS CHEMICALS, INC. 1056394 6200 SPEAKER ROAD KANSAS CITY KS 66106	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: AMERICAN INTERNATIONAL SPECIALTY***</td> <td></td> </tr> <tr> <td>INSURER B: ***LINES INS. CO.</td> <td></td> </tr> <tr> <td>INSURER C: ZURICH AMERICAN INS. CO.</td> <td></td> </tr> <tr> <td>INSURER D: LEXINGTON INS CO (AIG)</td> <td></td> </tr> <tr> <td>INSURER E: ACE AMERICAN INSURANCE CO.</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: AMERICAN INTERNATIONAL SPECIALTY***		INSURER B: ***LINES INS. CO.		INSURER C: ZURICH AMERICAN INS. CO.		INSURER D: LEXINGTON INS CO (AIG)		INSURER E: ACE AMERICAN INSURANCE CO.	
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INSURER D: LEXINGTON INS CO (AIG)													
INSURER E: ACE AMERICAN INSURANCE CO.													

**COVERAGES** HARCH03 IC

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADPL LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS																													
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB. <input checked="" type="checkbox"/> Pollution Legal Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	TBD***	10/1/2009	10/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000																													
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DISEASE - POLICY LIMIT \$ 1,000,000                         </td> </tr> <tr> <td style="width: 5%;">A/E</td> <td style="width: 25%;">                             OTHER                              POLLUTION LEGAL LIABILITY PROPERTY                         </td> <td style="width: 15%;">TBD*** EPR NO 50 83 28A</td> <td style="width: 10%;">10/1/2009 10/1/2009</td> <td style="width: 10%;">10/1/2010 10/1/2010</td> <td style="width: 45%;">                             \$2,000,000 EACH LOSS                              \$4,000,000 AGGREGATE                              \$5,000,000 LEASED/RENTED EQUIP.                         </td> </tr> </table>					C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> Hired AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Excess Auto Liab. *\$4 mil each occ/agg	BAP9301292	10/1/2009	10/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX	D	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN AUTO ONLY: EA ACC \$ XXXXXXXX AGG \$ XXXXXXXX	A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> RETENTION \$ 10,000	3522794	10/1/2009	10/1/2010	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ XXXXXXXX \$ XXXXXXXX	C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? 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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS  
 \*\*\*RETRO DATES: 10/1/01-BI/PD 10/1/03-POLLUTION AND EXCESS LIABILITY. ENDORSEMENT MCS-90 APPLIES TO POLICY NUMBER BAP9301292.

<b>CERTIFICATE HOLDER</b>  	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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HARCROS CHEMICALS, INC.

**Fluosilicic Acid, 23-25% and 35%**  
Material Safety Data Sheet

Chemical: Fluosilicic Acid

NFPA: H=3 F=0 L0 S=None

HMIS: H=3 F=0 R=0 PPE= Supplied by user;  
dependent on conditions

MSDS Number: 105259

Effective Date: 14 November 2003

Current Date: 14-April-2005

**1. COMPANY AND PRODUCT IDENTIFICATION**

- 1.1 **Product Name:** Fluosilicic Acid, 23-25% and 35%  
**Chemical Name:** Silicate (2-) Hexafluoro-dihydrogen  
**Synonyms:** Hydrofluorosilicic acid, fluosilicic acid, HFS, FSA  
**Chemical Formula:**  $H_2SiF_6$   
**Molecular Weight:** 144  
**CAS Number:** 16961-83-4  
**EINECS Number:** 241-034-8  
**Grades/Trade Names:** None
- 1.2 **Recommended Uses:** Chemical intermediates, water fluoridation
- 1.3 **Suppliers Name:** HARCROS CHEMICALS, INC.  
5200 Speaker Road  
Kansas City, KS 66106-1095  
**Suppliers Telephone Number:** 913-321-3131
- 1.4 **Emergency Telephone Numbers**  
**Transportation Emergency Telephone Number:** 1-800-424-9300

HARCROS CHEMICALS, INC.

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## Fluosilicic Acid, 23-25% and 35%

### Material Safety Data Sheet

#### 2. COMPOSITION/INFORMATION ON INGREDIENTS

INGREDIENTS	FORMULA	WT. PERCENT	CAS #
Silicate (2-) Hexafluoro-dihydrogen	$H_2SiF_6$	23-25 and 35	16961-83-4
Hydrofluoric acid	HF	< 1	7664-39-3
Water	$H_2O$	Balance	

#### 3. HAZARDS IDENTIFICATION

##### EMERGENCY OVERVIEW:

- May cause burns.
- Presents hazards from its ionizing fluorine.
- In case of decomposition, releases hydrogen fluoride.

**3.1 Route of Entry:** Inhalation: Yes Skin: Yes Ingestion: Yes

**3.2 Potential Effects of exposure:**

- Corrodes to the mucous membrane, eyes, and skin.
- Risk of cardiac and nervous disorders.
- The seriousness of the lesions and the prognosis of intoxication depend directly on the concentration and duration of exposure.
- Chronic exposure to the product can cause bone fluorosis.

**Inhalation:**

- Severe irritation of the nose and the throat.
- Spasmodic cough and difficulty in breathing possible.
- Risk of chemical pneumonitis (lung irritation) and pulmonary edema (fluid in lungs).
- At high concentrations, risk of hypocalcemia (possible life-threatening lowering of serum calcium) with nervous problems (tetany) and cardiac arrhythmia (heart irregularity).
- In case of repeated or prolonged exposure: risk of sore throat, nosebleeds, chronic bronchitis, emphysema and erosion of teeth.

**Eyes:**

- Severe irritation, watering, redness and swelling of the eyelids.
- Burns.
- Risk of serious or permanent eye lesions or blindness.
- Risk of cornea damage and blindness.

**Skin contact:** Painful irritation, redness and swelling of the skin.

**Ingestion:**

- Severe irritations, burns, perforation of the gastrointestinal tract accompanied by shock.
- Risk of edema (fluid in lungs) and suffocation.
- Nausea, vomiting (bloody), abdominal cramps and diarrhea (bloody).
- Cough and difficulty breathing
- Risk of convulsions, loss of consciousness, deep coma and cardiopulmonary arrest.

**Carcinogenicity:** See section 11.3

HARCROS CHEMICALS, INC.

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## Fluosilicic Acid, 23-25% and 35%

### Material Safety Data Sheet

#### 4. FIRST-AID MEASURES

**General Recommendations:**

- Consult a physician.
- Personal protective equipment (respirator, gloves, etc.) required for rescuers of victims (see Section 8).
- In case of product splashing into eyes and face, treat eyes first.
- Decontaminate the victim first.

**4.1 Inhalation:**

- Remove the subject from the contaminated area as soon as possible; transport him/her lying down with the head higher than the body, to a quiet, uncontaminated and well-ventilated location.
- Keep warm (blanket).
- Consult with a physician immediately in all cases.

**Eyes:**

- Flush eyes as soon as possible with running water for 15 minutes, while keeping the eyelids wide open.
- In case of difficulty opening the lids, administer an analgesic eyewash. Do not use oily drops, ointment, or HF skin burn treatments.
- Consult with an ophthalmologist or physician immediately in all cases.
- Take to a hospital immediately.

**Skin:**

- Immediately bring the clothed subject under the shower.
- Remove contaminated shoes, socks and clothing, while washing the affected skin with soap and water.
- Keep warm (blanket); provide clean clothing.
- Consult a physician immediately in all cases.

**Ingestion:****General recommendations:**

- Consult a physician immediately in all cases.
- Take to hospital immediately.

**If the subject is completely conscious:**

- Rinse mouth with fresh water.
- Do not induce vomiting.
- If the subject presents nervous, respiratory or cardiovascular disorders, administer oxygen.

**If the subject is unconscious:**

- **NEVER GIVE ANYTHING BY MOUTH TO AN UNCONSCIOUS PERSON.**
- Administer classical resuscitation measures. Mouth to mouth resuscitation is not recommended.

**4.2 Medical Treatment/Notes to Physicians:****Ingestion:**

- Prevention or treatment of shock and pulmonary edema.
- Surveillance and treatment of hypocalcemia.
- Surveillance of cardiac (EKG) and nervous system functions.
- Treatment of gastrointestinal tract burns and resulting effects.

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## Fluosilicic Acid, 23-25% and 35%

### Material Safety Data Sheet

#### 5. FIRE-FIGHTING MEASURES

- 5.1 Flash point:** Not applicable.
- 5.2 Auto-ignition Temperature:** Non-flammable.
- 5.3 Flammability Limits:** Not applicable.
- 5.4 Unusual Fire and Explosion Hazards:** Explosion possible with certain materials (see section 10).
- 5.5 Extinguishing Methods**  
**Common:** In case of fire in close proximity, all means of extinguishing are acceptable (subject to section below).  
**Inappropriate extinguishing means:** Water may be inappropriate in small fires.
- 5.6 Fire Fighting Procedures**  
**Specific hazards:**
- Non-combustible / non-flammable but may produce dangerous fumes if involved in fire.
  - Formation of dangerous gas/vapors in contact with water or humid air.
  - Formation of flammable gas on contact with certain metals (see section 10).
- Protective measures in case of intervention:**
- Evacuate all non-essential personnel.
  - Intervention only by capable personnel who are trained and aware of the hazards of the product.
  - In all cases wear self-contained breathing apparatus.
  - When intervention in close proximity wear full protective acid-resistant suit.
  - Protect intervention team with water spray when approaching the fire.
  - After intervention, take shower, remove clothing carefully, clean and check the equipment.
- Other precautions:**
- Cool containers exposed to fire.
  - Approach from upwind.
  - Absorb gas/vapors with water spray.
  - After the fire, proceed rapidly to clean the surfaces exposed to the fumes in order to limit the damage to the equipment.
  - As for any fire, ventilate and clean the rooms before reentry.

#### 6. ACCIDENTAL RELEASE MEASURES

- 6.1 Precautions:**
- Follow the protective measures given in sections 5 and 8.
  - Isolate the area.
  - Approach from upwind.
  - Ventilate the premises.
  - Keep away materials and products which are incompatible with the product (see section 10).
  - Disperse gas/vapors with water spray.
  - Protect intervention team with water spray.
  - If safe to do so, without overexposing anyone, try to stop the leak.

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MSDS No. 105259

## Fluosilicic Acid, 23-25% and 35%

### Material Safety Data Sheet

- 6.2 Cleanup methods:**
- If possible, dam large quantities of liquid with sand or earth.
  - Prevent the product from entering sewers or confined spaces.
  - To avoid excessive fuming, do not apply water directly onto the spillage but upstream of the runoff.
  - Neutralize product with alkali (sodium carbonate, lime).
- 6.3 Precautions for protection of the environment:**
- Immediately notify the appropriate authorities in case of discharge.
  - Do not discharge into the environment (sewers, rivers, soils, etc.).

## 7. HANDLING AND STORAGE

- 7.1 Handling:**
- Operate in a well-ventilated area.
  - Use only equipment and materials which are compatible with the product.
  - Keep away from reactive products (see section 10).
  - Preferably transfer by pump or gravity.
- 7.2 Storage:**
- Keep in a hermetically sealed container.
  - Store in a ventilated, cool area.
  - Keep away from heat sources.
  - Keep away from reactive products (see section 10).
  - Use containment dike around storage containers and transfer installation.
  - For additional bulk storage information contact supplier.
- 7.3 Specific Uses:** See Section 1.2.
- 7.4 Other precautions:**
- Warn people about the dangers of the product.
  - Train workers in safe handling.
  - Provide tight electrical equipment, well protected against corrosion.
  - Secondary containment should be provided to minimize environmental contamination in the event of a leak, spill, or other release.
  - Follow the protective measures given in section 8.
- 7.5 Packaging:** PP; PE; PVDF; PTFE; PFA-lined steel.

## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

- 8.1 Exposure Limit Values:**
- | Authorized limit values | TLV <sup>®</sup> ACGIH-USA (2002) |
|-------------------------|-----------------------------------|
| Fluosilicic acid        | 2.5 mg/m <sup>3</sup> (as F)      |
- ACGIH<sup>®</sup> and TLV<sup>®</sup> are registered trademarks of the American Conference of Governmental Industrial Hygienists
- 8.2 Exposure Controls:**
- Maintain employee exposure to levels below the applicable exposure limits.
  - Follow the protective measures given in section 7.

HARCROS CHEMICALS, INC.

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## Fluosilicic Acid, 23-25% and 35%

### Material Safety Data Sheet

**8.2.1 Occupational Exposure Controls:**

**8.2.1.1 Ventilation:** Provide local ventilation suitable for appropriate emission control.

**8.2.1.2 Respiratory protection:**

- Use only NIOSH-approved respirators.
- Comply with OSHA respiratory protection requirements.
- Use self-contained breathing apparatus in medium confinement/insufficient oxygen/in case of large uncontrolled emissions/in all circumstances when the mask and cartridge do not give adequate protection.

**8.2.1.3 Hand protection:** Protective gloves - chemical resistant: butyl rubber.

**8.2.1.4 Eye protection:**

- Wear chemical safety goggles and face shield.
- Wear chemical safety goggles whenever working near storage tanks or vessels.

**8.2.1.5 Skin protection:** Acid suits, including boots.

**8.3 Other precautions:**

- Provide shower and eyewash stations.
- Protective equipment should be cleaned thoroughly after each use.
- Do not touch equipment after use until it has been neutralized.
- Wash thoroughly after use.
- Do not smoke, eat, or drink in the working area.
- Consult the industrial hygienist or the safety manager for the selection of personal protective equipment suitable for the working conditions.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

**9.1 Appearance:** Liquid.

**Color:** Colorless.

**Odor:** Pungent.

**9.2 Important Health, Safety and Environmental Information:**

**pH:** 1.0 for 23-25%, 1.0 concentration 100g/l for 35%.

**Change of state:**

**Melting point:** -1 to -4°F (-18 to -20°C) for 23-25%, < 86°F (< 30°C) for 35%.

**Boiling point:** 221°F (105°C) - Decomposition 221°F (105°C) for 23-25%.

**Boiling point:** 227°F (108.5°C) - Decomposition 226°F (108°C) for 35%.

**Decomposition Temperature:** > 221°F (> 105°C) for 23-25%, > 226°F (> 108°C) for 35%.

**Flash Point:** Not applicable.

**Flammability:** Non-flammable.

**Explosive Properties:** Not applicable.

**Oxidizing Properties:** Not applicable.

**Vapor Pressure:** 24 mm Hg @ 25°C (77°F).

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**Relative Density:**  
 Specific gravity: 1.23 @ 15.6°C (60°F) for 23-25%, 1.32 @ 20°C (68°F) for 35%.  
 (H<sub>2</sub>O=1)

**Solubility:**  
 Water: Miscible in all proportions.  
 Fat: No data.

**Partition coefficient: P (n-octanol/water):** Not applicable.

**Viscosity:** Not applicable.

**Vapor Density (air=1):** > 1.

**Evaporation Rate:** Not applicable.

#### 10. STABILITY AND REACTIVITY

- 10.1 **Conditions to avoid:** Heating the product to its decomposition temperature (see section 9).
- 10.2 **Materials and substances to avoid:**
- Metals.
  - Glass.
- 10.3 **Hazardous decomposition products:**
- Hydrogen.
  - Hydrogen fluoride.
- 10.4 **Hazardous Polymerization:** Will not occur.
- 10.5 **Other information:** Explosive mixtures in contact with alkaline materials (Na, K, U)

#### 11. TOXICOLOGICAL INFORMATION

- 11.1 **Acute toxicity:**  
 Inhalation: LC<sub>50</sub> 1 hour, rat, 850 to 1070 ppm.  
 Oral: LD<sub>50</sub>, guinea pig, 80 mg/kg (2% solution).  
 Dermal: No data.  
 Irritation: Corrosive.  
 Sensitization: No data.
- Comments:**
- Corrosive effect linked to acid properties of the product.
  - Chronic exposure may entail dental or skeletal fluorosis.
- 11.2 **Chronic toxicity:**
- Inhalation, after prolonged exposure, rat, target organ: respiratory system / eyes / kidney / liver, observed effect (hydrofluoric acid).
  - In vitro, no mutagenic effect.
- 11.3 **Carcinogenic Designation:** None.

HARCROS CHEMICALS, INC.

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#### 12. ECOLOGICAL INFORMATION

- 12.1 Acute ecotoxicity:**
- Fish, *Salmo gairdneri*, LC<sub>50</sub>, 96 h, 51 mg/l (fluorides).
  - Crustaceans, *Daphnia magna*, EC<sub>50</sub>, 48 h, 97 mg/l; Conditions: fresh water (fluorides).
  - Crustaceans, *Mysidopsis bahia*, EC<sub>50</sub>, 96 h, 10.5 mg/l; Conditions: salt water (fluorides).
  - Algae, *Scenedesmus* sp., EC<sub>50</sub>, 96 h, 43 mg/l (fluorides).
- 12.2 Chronic ecotoxicity:**
- Fish, *Salmo gairdneri*, LC<sub>50</sub>, 21 days, from 2.7-4.7 mg/l (fluorides).
  - Crustaceans, *Daphnia magna*, NOEC, 21 days, 3.7 mg/l (fluorides).
- 12.3 Mobility:**
- Air - mobility in aerosol form.
  - Water - considerable solubility and mobility.
  - Soil / sediments - adsorption on mineral soil constituents.
  - Conditions: slightly acid pH (Fluorides).
- 12.4 Degradation**
- Abiotic:**
- Air - neutralization by natural alkalinity.
  - Water / Soil - ionization/neutralization of inorganic and organic materials.
  - Water / Soil - complexation/precipitation of inorganic materials.
- Degradation products: aluminum / iron / calcium / phosphate complexes and/or precipitates as a function of pH (fluorides).
- Biotic:** Not applicable (inorganic compound).
- 12.5 Potential for bioaccumulation:**
- Bioconcentration: log Po/w - Not applicable (ionizable inorganic compound).
  - Accumulation into vegetable leaves (Fluorides).
- 12.6 Other adverse effects /Comments:**
- Harmful for aquatic organisms.
  - Nevertheless, hazard for the aquatic environment is limited due to product properties: low chronic toxic.
  - Product is highly dependent on environmental conditions: pH, temperature, oxid/reductive potential, mineral and organic content of the medium.

#### 13. DISPOSAL CONSIDERATIONS

- 13.1 Waste treatment:**
- Consult current federal, state and local regulations regarding the proper disposal of this material.
  - Contact the producer for recycling/recovery suggestions.
  - Absorb product in a KOH solution. Possible residual solution.
  - Use lime, or preferably, calcium hydroxide or calcium carbonate to precipitate the fluoride ion in the form of CaF<sub>2</sub>.

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**Fluosilicic Acid, 23-25% and 35%**  
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**14. TRANSPORT INFORMATION**

**13.2 Packaging treatment:**

- Consult current federal, state and local regulations regarding the proper disposal of emptied containers.
- Use dedicated containers. Do not rinse containers.
- Dispose of containers in compliance with local, state, and federal regulations.

**13.3 RCRA Hazardous Waste:** Characterized as waste: D002 (corrosivity).

Mode	DOT	IMDG	IATA
UN Number	UN 1778	UN 1778	UN 1778
Class (Subsidiary)	8	8	8
Proper Shipping Name	Fluosilicic acid	Fluosilicic acid	Fluosilicic acid
Hazard Label (Subsidiary)	8	8	8
<b>Marine Pollutant</b>			
Placard (Subsidiary)	Corrosive	Corrosive	Corrosive
Packing Group	II	II	II
Reportable Quantity	100 lbs.	100 lbs.	100 lbs.
<b>MFAG</b>			
Emergency Info	ERG: 154	EmS: 8-06	ERG Code: 8L

**15. REGULATORY INFORMATION**

**National Regulations (US)**

TSCA Inventory 8(b): Yes.

SARA Title III Sec. 302/303 Extremely Hazardous Substances (40 CFR 355): No.

SARA Title III Sec. 311/312 (40 CFR 370): Yes.

Hazard Category: None.

SARA Title III Sec. 313 Toxic Chemical Emissions Reporting (40 CFR 372): No.

CERCLA Hazardous Substance (40 CFR Part 302)

Listed: No.

Unlisted Substance: Yes, Reportable Quantity 100 lbs.

Characteristic: Corrosivity D002

**State Component Listing:**

State	Comment
CT	Hazardous Material Survey
MA	Oil and Hazardous Materials List
MA	Right to Know Substance List
NJ	Right to Know Substance List

**National Regulations (Canada)**

Canadian DSL Registration: DSL

HARCROS CHEMICALS, INC.

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**Fluosilicic Acid, 23-25% and 35%**  
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WHMIS Classification: E - Corrosive.

This product has been classified in accordance with the hazard criteria of the *Controlled Products Regulations*, and the MSDS contains all the information required by the *Controlled Products Regulations*.

**EC Labeling**

- Name of dangerous product(s) (to indicate on the label): Potassium trifluoro-zincate
- Labeling according to Article 6 of Directive 62/32/EC.

Category	ID	Phrases
Symbols	C	Corrosive.
Phrases R	/24/25	Toxic, in contact with skin and if swallowed.
	34	Causes burns.
Phrases S	7/9	Keep container tightly closed and in a well-ventilated place.
	26	In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
	36/37	Wear suitable protective clothing and gloves.
	45	In case of accident or if you feel unwell, seek medical advice immediately (show the label where possible).

**16. OTHER INFORMATION**

**16.1 Ratings:**

**NFPA (NATIONAL FIRE PROTECTION ASSOCIATION)**

Health = 4 Flammability = 0 Instability = 0 Special = None

**HMIS (HAZARDOUS MATERIAL INFORMATION SYSTEM)**

Health = 3 Fire = 0 Reactivity = 0 PPE - Supplied by User, dependant on local conditions

The information provided in this Material Safety Data sheet has been obtained from sources believed to be reliable. Harcros Chemicals, inc., provides no warranties, either expressed or implied and assumes no responsibility for the accuracy or completeness of the data contained herein. This information is offered for your information, consideration, and investigation. you should satisfy yourself that you have all current data relevant to your particular use. Harcros Chemicals Inc. knows of no medical condition, other than those noted on this Material Safety Data Sheet, which are generally recognized as being aggravated by exposure to this product.

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

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**403-10368**

**Hydrofluosilicic Acid**



CITY OF FORT LAUDERDALE

**Bob McKenney**

**954-828-5139**

## Bid 403-10368 Hydrofluosilicic Acid

Bid Number **403-10368**  
Bid Title **Hydrofluosilicic Acid**

Bid Start Date **Sep 30, 2009 6:30:18 PM EDT**  
Bid End Date **Oct 28, 2009 2:00:00 PM EDT**  
Question & Answer End Date **Oct 19, 2009 7:00:00 AM EDT**

Bid Contact **Bob McKenney**  
**Procurement Specialist II**  
**Procurement**  
**954-828-5139**  
**RMcKenney@fortlauderdale.gov**

Contract Duration **1 year**  
Contract Renewal **3 annual renewals**  
Prices Good for **90 days**

Bid Comments **The City of Fort Lauderdale as lead Agency for the Southeast Florida Governmental Purchasing Cooperative Group (Co-Op) is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide an annual contract for Hydrofluosilicic Acid for the Public Works Department and Co-Op Agencies in full accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB).**

**For information concerning procedures for responding to this ITB, contact Procurement Specialist II Bob McKenney at 954.828.5139 or rmckenney@fortlauderdale.gov. Any questions that bidders wish to have addressed and which might require an addendum must be submitted through the Question and Answer format through the BidSync website. If required, written addendum will be issued by the City.**

**The City of Fort Lauderdale uses BidSync (www.BidSync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in this solicitation process, nor will any fees be charged to the awarded vendor. Refer to www.BidSync.com for further information.**

**All bids should be submitted electronically through www.BidSync.com.**

**Added on Oct 26, 2009:**

**The bid opening date has changed. The new bid opening date will be October 26, 2009 at 2:00 PM.**

**Added on Oct 26, 2009:**

**Correction to addendum #1 The bid opening date will be October 28, 2009 at 2:00 PM.**

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**Changes made on Oct 26, 2009 1:06:57 PM EDT**

Previous End Date **Oct 26, 2009 2:00:00 PM EDT**      New End Date **Oct 28, 2009 2:00:00 PM EDT**

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**Changes made on Oct 26, 2009 1:13:15 PM EDT**

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**Item Response Form**

Item **403-10368-1-01 - Hydrofluosilicic Acid - Full Truckloads**  
 Quantity **2476179 pound**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 2476179**

**Description**

Hydrofluosilicic acid, commercial strength, 23-25% pure by weight, meeting AWWA specifications B703-71, or latest revision thereof. The hydrofluosilicic acid supplied under these specifications shall be clean and free of visible suspended matter and shall contain not more than 0.020 percent of the "heavy metals"; mercury, lead, bismuth, and copper, expressed as lead (Pb). And shall contain no soluble mineral or organic substances in quantities capable of a deleterious or injurious effect upon the health of those consuming water that has been treated properly with hydrofluosilicic acid.

Full Truckloads, One stop.

Item **403-10368-1-02 - Hydrofluosilicic acid - Less than Full Truckloads**  
 Quantity **2476179 pound**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 2476179**

**Description**

Hydrofluosilicic acid, commercial strength, 23-25% pure by weight, meeting AWWA specifications B703-71, or latest revision thereof. The hydrofluosilicic acid supplied under these specifications shall be clean and free of visible suspended matter and shall contain not more than 0.020 percent of the "heavy metals"; mercury, lead, bismuth, and copper, expressed as lead (Pb). And shall contain no soluble mineral or organic substances in quantities capable of a deleterious or injurious effect upon the health of those consuming water that has been treated properly with hydrofluosilicic acid.

LESS THAN FULLTRUCKLOADS, REGARDLESS OF THE NUMBER OF STOPS

Item **403-10368-1-03 - Demurrage Rate**  
 Quantity **100 hour**  
 Unit Price   
 Delivery Location **City of Fort Lauderdale**  
See ITB Specifications  
 See ITB Specifications  
 Fort Lauderdale FL 33301  
**Qty 100**

**Description**

Demurrage only to be charged after two (2) hours at customer site.



## SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

### **TO OUR PROSPECTIVE CONTRACTORS:**

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

For the past several years, approximately forty-three (43) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative 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 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 are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their 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 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"**

## PART I SPECIAL CONDITIONS

### 1.01 PURPOSE

The City of Fort Lauderdale, acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, is actively seeking bids from qualified bidders, hereinafter referred to as the Contractor(s) to provide **bulk deliveries of hydrofluosilicic acid** to the Co-op in full accordance with the specifications, terms, and conditions contained in this Invitation To Bid (ITB).

### 1.02 INFORMATION OR CLARIFICATION

For information concerning the technical specifications or scope of services, contact Procurement Specialist II, Bob McKenney at 954.828.5139. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

For information concerning procedures for responding to this ITB, technical specifications, etc., utilize the question / answer feature provided by BidSync. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (See addendum section of BidSync Site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

### 1.03 TRANSACTION FEES

The City of Fort Lauderdale uses RFP Depot ([www.bidsync.com](http://www.bidsync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor. Refer to [www.bidsync.com](http://www.bidsync.com) for further information.

### 1.04 ELIGIBILITY

To be eligible to respond to this ITB, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this ITB.

**MINIMUM QUALIFICATIONS: Unless otherwise noted, minimum requirements must be met at the time of bid due date.**

### 1.05 CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City or 02/29/10, whichever is later and shall expire one year from that date. The City reserves the right to extend the contract for three (3) additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

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

### 1.06 AWARD

The City reserves the right to award to that bidder who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The

City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid proposal.

**1.07 WARRANTIES OF USAGE**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**1.08 PRICING**

Bidder will quote a firm, fixed cost per pound, FOB destination, freight included to the City of Fort Lauderdale, as well as the locations of all participating agencies referenced in paragraph 1.10. With the exception of fuel surcharges allowed under paragraph 1.09 below, price will include all transportation costs, other surcharges, and taxes.

**1.10 DELIVERY**

Delivery is required within 5 to 7 calendar days after receipt of purchase order. Failure to meet this delivery date may be deemed as non-responsive.

**1.11 APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS**

The Technical Specifications contained in this ITB are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by the City of Fort Lauderdale. The City is receptive to any product which would be considered by qualified City personnel as an approved equal.

The bidder must state clearly in his Bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the bidder's responsibility to provide adequate information in his Bid to enable the City to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Bid which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

**1.12 COST ADJUSTMENTS**

Prices quoted shall be firm for the initial contract term (one year). Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

**1.09 FUEL SURCHARGE**

In consideration of fluctuations in diesel fuel prices, the City will allow fuel surcharges during the term of the contract. The surcharge rate will be based on the following chart and the Retail On-Highway Diesel Price - Lower Atlantic as published by the U.S. Department of Energy's Energy Information Administration for the first Monday in the quarter designated. The rate will be applied to the current base contract prices then in effect. No surcharge will be applied on top of another one.

The City may accept surcharge adjustments no more than once a quarter beginning with the second quarter of the contract. The first quarter will begin on the first Monday of the month following award of the contract and no surcharge shall be allowed for this quarter. The second quarter shall begin on the first Monday of the month approximately 90 days later and the appropriate surcharge will then be applied.

Fuel Surcharge Table (Prices/Gallon)		
At Least	But Less Than	% Surcharge
	\$3.30	0.0%
\$3.30	\$3.35	0.5%
\$3.35	\$3.40	1.0%
\$3.40	\$3.45	1.5%
\$3.45	\$3.50	2.0%
\$3.50	\$3.55	2.5%
\$3.55	\$3.60	3.0%
\$3.60	\$3.65	3.5%
\$3.65	\$3.70	4.0%
For each \$0.05/gal. increase thereafter add 0.5 %		

**1.10. PARTICIPATING AGENCIES**

The agencies participating in this bid, respective delivery locations, and estimated annual usage information is as follows. Each agency may have specific special requirements in regard to method of delivery and delivery schedule. It will be the responsibility of the individual agency to coordinate those requirements with any subsequent contractor.

**A. City of Hollywood**

Facility Name: Water Treatment Plant  
 3441 Hollywood Blvd.  
 Hollywood, FL 33021  
 Contact: Taylor Calhoun 954.967.4230  
 Alternate Contact: Carlos Aguilera 954.967.4230

TOTAL: 300,000 lbs.

**B. City of Fort Lauderdale**

Facility Name: Fiveash Water Treatment Plant  
 949 N.W. 38<sup>th</sup> Street  
 Fort Lauderdale, FL 33309  
 Contact: Rick Johnson 954.828.7865

City of Fort Lauderdale  
 Facility Name: Peele-Dixie Water Treatment Plant  
 1500 S. State Road 7  
 Fort Lauderdale, FL 33317  
 Contact: Rick Johnson 954.828.7865

TOTAL: 565,000 lbs. – Tanks equipped with 3" fill hose connections. Contractor must bring his own air supply to facilitate delivery. Plants are not equipped with air padding compressors.

C. City of North Miami Beach

Facility Name: Norwood-Oeffler Water Treatment Plant  
19150 NW 8<sup>th</sup> Avenue  
Miami Gardens, FL 33169  
Contact: Raul Sotelo 305.652.6460

TOTAL: 240,000 lbs. (Normally orders 30,000 lbs. at a time.)

D. Broward County

Facility Name: District One  
3701 North State Road 7  
Lauderdale Lakes, FL 33319  
Contact: Bill Kay 954.831.4108  
Anne Birch 954.831.4109  
Willie Ruffin 954.831.4128

Broward County  
Facility Name: District Two  
1390 NE 50 Street  
Pompano Beach, FL 33064  
Contact: Michael Williams 954.831.4117  
Kenny St. Amand 954.831.4121

TOTAL: 346,225 lbs.

E. City of Plantation

Facility Name: Water Treatment Plant (Central Plant)  
400 NW 73 Ave.  
Plantation, FL 33317  
Contact: Victor Pedlar 954.452.2544

City of Plantation  
Facility Name: Water Treatment Plant (East Plant)  
500 NW 65 Ave.  
Plantation, FL 33317  
Contact: Victor Pedlar 954.452.2544

TOTAL: 194,015 lbs.

F. City of Sunrise

Facility Name: Springtree Utility Complex  
4350 Springtree Drive (Maximum storage is 25,000 lbs.)  
Sunrise, FL 33351  
Contact: Howard Erlick 954.572.2424

City of Sunrise  
Facility Name: Sawgrass Water Membrane Plant  
777 Sawgrass Corporate Parkway (Maximum storage is 25,000 lbs.)  
Sunrise, FL 33325  
Contact: Doug Kerwin 954.888.6045

City of Sunrise

Facility Name: Southwest Utilities  
15400 Watermill Road (Maximum storage is 5,000 lbs.)  
Sunrise, FL 33331  
Contact: Dan Buchta 954.434.6900

TOTAL: 194,400 lbs.

G. Village of Wellington

Facility Name: Water Treatment Facility  
1100 Wellington Trace  
Wellington, FL 33414  
Contact: Don Miller 561.791.4030 or 561.791.2420  
Ed Wasielewski 561.791.4014

TOTAL: 60,000 lbs. (twice annually approximately 30,000 lbs. each)

H. City of Pompano Beach

Facility Name: Water Treatment Plant  
1205 NE 5<sup>th</sup> Avenue  
Pompano Beach, FL 33060  
Contact: Don Bayler 954.545.7030

TOTAL: 225,000 lbs. (We do not have a "rota gauge" as described under section 2.07. We take a level reading from bulk tank to determine the volume.)

I. City of Miramar

Facility Name: East Water Plant  
2600 S.W. 66<sup>th</sup> Terrace  
Miramar, FL 33023  
Contact: Mike McHugh or Joseph Stephens 954.967.1671

Facility Name: West Water Plant  
4100 S. Flamingo Road  
Miramar, FL 33027  
Contact: Keith Clark or Brian Farrell 954.438.1228

TOTAL: 212,180 lbs.

J. City of North Miami

Facility Name: Winson Water Plant  
12098 NW 11<sup>th</sup> Avenue  
North Miami, FL 33168  
Contact: Joe Arena, Gerardo Hernandez, Jr. or Pavel Vida 305.953.8254

TOTAL: 98,159 lbs.

K. City of Hallandale Beach

Facility Name: Water Treatment Plant  
630 NW 2<sup>nd</sup>. Street  
Hallandale Beach, FL 33009  
Contact: Hal Elsasser 954.457.1610 Delivery Monday – Friday 8:00 am to 4:00 pm only.  
24 hour phone: 954.457.1632

TOTAL: 41,200 lbs.

**1.11 SERVICE TEST PERIOD**

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor.

**1.12 SITE VISIT**

It will be the sole responsibility of the bidder to inspect the City's location(s) prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

**1.13 INSURANCE**

The Contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. **The City is to be named as "additionally insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate.** Any costs for adding the City as "additional insured" will be at the contractor's expense.

Worker's Compensation and Employer's Liability Insurance

Limits: Worker's Compensation – Per Florida Statute 440  
Employer's Liability - \$500,000

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

Commercial General Liability Insurance

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

Limits: Combined single limit bodily injury/property damage - \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as "explosion, collapse and underground", exclusions – on construction contracts only.
- c. Sudden and Accidental Pollution - \$1,000,000.

Automobile Liability Insurance

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

Limits: Bodily injury                      \$250,000 each person  
   \$500,000 each occurrence

Property damage      \$100,000 each occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

**In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for both General Liability and Automobile.**

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Department  
100 N. Andrews Avenue, Room 619  
Ft. Lauderdale, FL 33301

**1.14 SELLING, TRANSFERRING OR ASSIGNING CONTRACT**

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Manager, or designee.

**1.15 UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**1.16 DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

**1.17 INDEMNITY/HOLD HARMLESS**

The Contractor agrees to protect, defend, indemnify and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed

by Contractor under the terms of any agreement that may arise due to this bidding process. Without limiting the foregoing, any and all such claims, suits, or other defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

#### **1.18 PUBLIC ENTITY CRIMES**

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

#### **1.19 LOBBYING ACTIVITIES**

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>.

#### **1.20 BID TABULATIONS/INTENT TO AWARD**

Award will be made to the responsible bidder quoting the lowest total cost to the City. The City reserves the right to compare specific items, at its discretion, to determine the low responsible bidder. Tie bids will be decided by established City policy. It is anticipated that an award will be made within 30 days of bid opening. The bid tabulation will be available at [bidsync.com](http://bidsync.com) and at [www.fortlauderdale.gov/purchasing/index.htm](http://www.fortlauderdale.gov/purchasing/index.htm).

## **PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

#### **2.01 GENERAL INFORMATION/INTENT**

Contractor is to supply hydrofluosilicic acid, commercial strength, 23-25% pure by weight, meeting AWWA specifications B703-71, or latest revision thereof. The hydrofluosilicic acid supplied under these specifications shall be clean and free of visible suspended matter and shall contain not more than 0.020 percent of the "heavy metals"; mercury, lead, bismuth, and copper, expressed as lead (Pb). And shall contain no soluble mineral or organic substances in quantities capable of a deleterious or injurious effect upon the health of those consuming water that has been treated properly with hydrofluosilicic acid.

#### **2.02 CONTAINERS**

Packing, shipping and shipping containers of all hydrofluosilicic acid solutions shall conform to the current Interstate Commerce Commission and applicable intrastate regulations. Bidder shall be responsible for unloading hydrofluosilicic acid into city storage vessels. The bidder shall furnish all equipment required for such transfer, including compressed air.

#### **2.03 DELIVERY AND SAFETY MEASURES**

A. A capable driver trained in the proper handling of hydrofluosilicic acid and the use and operation of equipment utilized in the transfer of acid from the bidder's vehicle to city storage containers will handle delivery.

- B. Each tank truck shipment shall be provided with clear identification of the material and a warning of potential danger in handling. The information on the bill of lading shall include name of the product, the net weight, the percentage of acid, the name and address of the manufacturer, the lot number and the brand name, if any, and shall bear such markings as are required by applicable laws. Warning should include suggestions for rinsing away immediately all acid coming in contact with the skin and the thorough dilution of acid accidentally spilled.
- C. The Bill of Lading shall also include the statement "This material meets requirements of B703-71 AWWA Standard for Hydrofluosilicic Acid."
- D. In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any item delivered under a contract resulting from this bid.

#### **2.04 CERTIFIED ANALYSIS**

The awarded vendor will furnish a certified copy of an assay test performed on hydrofluosilicic acid that will be supplied for the contract term.

If material does not meet the chemical or physical requirement of this standard, notice shall be given to the vendor within 30 days after receipt of the chemical. In this event the vendor shall remove the product from the premises and replace it with a like amount of satisfactory material or make a price adjustment acceptable to the City.

#### **2.05 METHOD OF DELIVERY**

Shipments to the City of Fort Lauderdale will be made in increments of 40,000 to 50,000 pounds and will be made upon telephone request as required or on a keep full basis if elected by the vendor. **However, other agencies in the co-op may order in lesser amounts.** If the Peele/Dixie storage tanks can not accommodate a full delivery, the balance of the order will be drop shipped to an alternate storage facility within the Fiveash Water Treatment Plant at no additional cost to the City except applicable demurrage charges, if any. Similar situations may occur at other participating agencies.

The delivery containers shall have been cleaned immediately prior to filling and shall be protected against the introduction of impurities during the filling and delivery processes. Periodically, the City may run tests to ascertain compliance with set criterion for purity and any delivery with contaminants will be rejected.

#### **2.06 DELIVERY SCHEDULE**

Delivery will be made within 5-7 days after notification. Normal delivery supply by tank truck will be made between the hours of 7:30 AM and 3:00 PM, Monday through Friday. Emergency orders will be filled upon specific request.

If the supplier is unable to meet delivery requirements, the City reserves the right to purchase hydrofluosilicic acid on the open market until such time as the supplier can meet the requirements. Any additional costs incurred to the City will be assessed to the supplier unless failure to supply is caused by *Force Majeure*.

#### **2.07 WEIGHT CERTIFICATE**

Upon delivery, the quantity of material delivered is to be verified with the City's tank rota gauge reading having automatic shut off when full, and is further verifiable with a volume level gauge reading. Weight certificates may or may not be required. If there is any discrepancy in weight certificates and gauge readings, the rota gauge reading will govern.

#### **2.08 TESTING**

The City of Fort Lauderdale reserves the right during the contract period to determine if the product supplied meets applicable specifications. Additionally, the facilities of the Florida State Department of Agriculture Testing Laboratories may be used for any referee testing. Failure to meet specifications will result in prevailing testing rate costs to be borne by the supplier.

**2.09. ACCEPTANCE UPON DELIVERY**

By terms of any subsequent agreement, any delivery of hydrofluosilicic acid delivered at less than minimum concentrations as agreed upon herein, where elected by the City, can be retained by the City with price adjusted accordingly to compensate for the concentration differential. No compensation will be made to the supplier for shipments above the concentration level specified. The City further reserves the right to return any shipment where the strength of the product and its application is questionable to our feed system. Any rejected material will be returned at full expense to the supplier.

**2.10. INVOICING**

Upon each shipment on a delivered basis, freight prepaid, reflecting purchase order number, ordering department, quantity delivered per verified gauge readings, unit price, extensions, total sum billed, and any allowable cash discounts. Where freight rate is subject to adjustment, invoice is to indicate freight rate in effect at time of shipment.

**2.11. SAFETY SEMINARS**

If requested by the City, the Contractor will be required to give a minimum of two on-site training presentations per year. These presentations will cover all material safety data information, safe handling procedures and proper usage of the particular chemical in the work environment as prescribed by the controlling regulatory agency for the industry.

This form is only to be filled out if the bidder is submitting a paper bid. The City prefers that all bids be submitted electronically through [www.BidSync.com](http://www.BidSync.com).

BIDDER PROPOSAL PAGE

Bid # 403-10368

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

Bidder agrees to supply the products or services at the prices bid below in accordance with the terms, conditions, and specifications contained in this ITB. All price information to be used in the bid evaluation must be on this page. Pricing MUST include delivery and be quoted FOB: Destination.

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	2,476,179 LBS.	Hydrofluosilicic acid, commercial strength, 23-25% pure by weight, meeting AWWA specifications B703-71, or latest revision thereof. The hydrofluosilicic acid supplied under these specifications shall be clean and free of visible suspended matter and shall contain not more than 0.020 percent of the "heavy metals"; mercury, lead, bismuth, and copper, expressed as lead (Pb). And shall contain no soluble mineral or organic substances in quantities capable of a deleterious or injurious effect upon the health of those consuming water that has been treated properly with hydrofluosilicic acid.		
		FULL TRUCKLOADS ONE STOP	\$ _____ /LBS.	\$ _____
2.	2,476,179 LBS.	Hydrofluosilicic acid, commercial strength, 23-25% pure by weight, meeting AWWA specifications B703-71, or latest revision thereof. The hydrofluosilicic acid supplied under these specifications shall be clean and free of visible suspended matter and shall contain not more than 0.020 percent of the "heavy metals"; mercury, lead, bismuth, and copper, expressed as lead (Pb). And shall contain no soluble mineral or organic substances in quantities capable of a deleterious or injurious effect upon the health of those consuming water that has been treated properly with hydrofluosilicic acid.		
		LESS THAN FULL TRUCKLOADS, REGARDLESS OF THE NUMBER OF STOPS	\$ _____ /LBS.	\$ _____
3.	100 HR.	Demurrage Rate Only charged after two hours at customer sight.	\$ _____ /HR.	\$ _____



**City of Fort Lauderdale  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

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

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including

Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### 1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

#### Part II DEFINITIONS/ORDER OF PRECEDENCE:

##### 2.01 BIDDING DEFINITIONS

The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

##### 2.02 SPECIAL CONDITIONS:

Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

#### PART III BIDDING AND AWARD PROCEDURES:

##### 3.01 SUBMISSION AND RECEIPT OF BIDS:

To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

##### 3.02 MODEL NUMBER CORRECTIONS:

If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

##### 3.03 PRICES QUOTED:

Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

##### 3.04 TAXES:

The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible

property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-801387578C-1.

- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding

process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

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

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder will, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this

section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

**Form G-107 Rev. 06/09**

**NON-COLLUSION STATEMENT:**

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

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

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

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

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

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

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

**NAME**

**RELATIONSHIPS**

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

**GENERAL QUESTIONNAIRE**

BIDDER NAME:

Complete the following:

Contact Name:  Phone:

Delivery/begin work in calendar days after receipt of Purchase Order: (Section 1.02 of General Conditions.):

Days

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

Total Bid Discount (Section 1.04 of General Conditions):

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

Yes  No  Other

1. Number of years experience the bidder has had in providing similar services:  Years

2. Manufacturer of Hydrofluosilicic Acid:

3. Location of manufacturer's works:

4. The typical percentage of acid is %.

5. Will weight certificate be provided?  YES  NO

6. Is a certified copy of the assay test of typical hydrofluosilicic acid supplied attached hereto?  
 YES  NO

7. Does acid comply with all applicable requirements of AWWA B703-71 (or latest revision)?  
 YES  NO

8. Some of the agencies participating in this bid do not own their own tanks. Please state lease arrangements for agencies which require that service:

9. What is your maximum free unloading time?  hours

10. Delivery: Number of calendar days required for delivery upon receipt of order:  days.

11. Note any exceptions to the safety measures mentioned in paragraph 2.03 of the Scope of Services:

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

Company Name:

Address:

Contact Name:  Telephone:

Company Name:

Address:

Contact Name:  Telephone:

Company Name:

Address:

Contact Name:  Telephone:

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

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

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

16. Other comments?

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer

agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

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

**BID/PROPOSAL SIGNATURE PAGE**

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

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

**Please Note:** If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version.

Submitted by:    
(signature) (date)

Name (printed)  Title:

Company: (Legal Registration)

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

Address:

City  State:  Zip

Telephone No.  No.

E-MAIL:

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

Payment Terms (section 1.03):  Total Bid Discount (section 1.04):

Does your firm qualify for MBE or WBE status (section 1.08): MBE  WBE

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

Addendum No.  Date Issued

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope

of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

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revised 9-08-09

## Question and Answers for Bid #403-10368 - Hydrofluosilicic Acid

### OVERALL BID QUESTIONS

#### Question 1

Page 5 states that the new contract will start on date of award or 02/29/10, whichever is later. There is no 02/29/10. (Submitted: Oct 1, 2009 3:02:40 PM EDT)

#### Answer

- It should read March 1, 2010. (Answered: Oct 1, 2009 3:03:09 PM EDT)
- yes (Answered: Oct 28, 2009 10:41:02 AM EDT)