



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 twenty-six (26) 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.



NOTICE TO ALL BIDDERS AND PROPOSERS

Cone of Silence

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(E) imposing a Cone of Silence for certain City purchases of goods and services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing to the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

A full copy of Section 30.15(E) is attached to the bid document for your review.

CITY OF HOLLYWOOD TERMS AND CONDITIONS

1. **Execution of Bid:** Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. All corrections made by the bidder to the bid must be initialed by the person signing the bid. All illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered.
2. **No Bid:** If not submitting a bid, respond by returning this Bidder Acknowledgment form, marking it "NO BID," no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without sufficient justification may be cause for removal of the bidder's name from the bid mailing list.
3. **Bid Opening:** Shall be public, on date, location and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of opening. Bids which for any reason are not so delivered, will not be considered. It is the bidder's responsibility to assure all numbered pages of the bid, all attachments thereto and all addenda released are received prior to submitting a bid. All bids are subject to the conditions specified herein on the attached bid documents and on any addenda issued thereto.
4. **Addenda to Bid:** The City of Hollywood reserves the right to amend this bid prior to the bid opening date indicated. Only written addenda will be binding. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarifications or changes are provided to bidders in written addendum form.
5. **Prices Quoted:** Deduct trade discounts and quote firm net prices. Give both unit and extended total. Prices must be stated in units to quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly. 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. Cash discounts for prompt payment will not be considered in determining the lowest net cost for bid evaluation purposes.
6. **Withdrawal of Bids:** Bidders may request withdrawal of bid submittal prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Director of Procurement Services in writing. No bids may be withdrawn for a period of ninety (90) days after the date of bid opening.
7. **Mistakes:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
8. **Taxes:** The City of Hollywood is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the City of Hollywood. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any contractor be authorized to use the City's tax exemption number in securing such materials.
9. **Delivery:** Unless actual date of delivery is specified (or if specified delivery can not be met) show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays, unless otherwise specified and incorporated into contract document. Delivery shall be to the location specified in the bid specifications.
10. **Conditions and Packaging:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standard production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.
11. **Inspection, Acceptance & Title:** Inspection and acceptance will be at destination unless otherwise provided. Title to or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer, unless loss or damage results from negligence by the buyer. If the materials or services supplied to the City are found to be defective or not conforming specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.
12. **Safety Standards:** All manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
13. **Open-End Contract:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The City of Hollywood reserves the right to: issue purchase orders as and when required, or issue a blanket purchase order for individual agencies and release partial quantities. No delivery shall become due or be acceptable without a written order by the City, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
14. **Contract Period (Open-End Contract):** The initial contract period shall start with the expiration date of the previous contract or date of award, whichever is latest, and shall terminate one (1) year from that date, unless otherwise stated within the specifications. The contractor will complete delivery, and the City will receive delivery on any orders mailed to the contractor prior to the date of expiration. The Director of Procurement Services may renew this contract subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. Notification of Intent to Renew

will be mailed sixty (60) to one-hundred fifty (150) calendar days in advance of expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. 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 Director of Procurement Services. 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.

15. **Fixed Contract Quantities:** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the contractor agrees to furnish such quantities at the same prices, terms and conditions.
16. **Payment**
 - A. **Payment from City to Contractor:** Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the purchase order number.
 - B. **Payment from Contractor to Subcontractor and Materials Supplier:** When a contractor receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within fifteen (15) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.
17. **Manufacturer's Name and Approved Equivalents:** Manufacturer's names, trade names, brand names, information and/or catalog number listed in a specification are for information and establishment of quality level desired and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid complete descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Hollywood reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on goods identical to bid standard, and he will be required to furnish such goods.
18. **Variations to Specifications:** Bidder must indicate any variance to our specifications, terms and/or conditions, no matter how slight. If variations are not stated in the Bid, it will be assumed that the product or service fully complies with our specifications, terms and/or conditions. The City will not interpret variances based on any attached sales or manufacturer's literature unless otherwise specified herein by the City.
19. **Interpretations:** Any questions concerning conditions and specifications shall be directed in writing to the Procurement Division. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Director of the Procurement Services.
20. **Awards:** If a specific basis of award is not established in the invitation for Bid, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications. As the best interest of the City may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate, otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the City reserves the right to award on an item by item basis. When a group bid is indicated for variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Director of Procurement Services, or the City Commission, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all bids, or any part of any bid.
21. **Warranty:** The bidder should specify any warranty applicable to the items bid, and attach any applicable warranty form.
22. **Samples:** Samples of items, when required, must be furnished by bidder free of charge to the City. Each individual sample must be labeled with bidder's name, manufacturer's brand name and be delivered by him within ten (10) calendar days of the bid opening unless the schedule indicates a different time or unless submission is required before the bid opening. If samples are required subsequent to the bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.
23. **Patents and Royalties:** The bidder, without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the bidder 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 cost arising from the use of such design, device, or materials in any way involved in the work.
24. **Assignment:** Contractor shall not transfer or assign the performance required by this bid without the prior written consent of the Director of Procurement Services. Any award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the Director of Procurement Services.

25. **Indemnification:** The Contractor shall indemnify, hold harmless, and defend the City of Hollywood, its officers, agents and employees from and against any and all claims, damages liability, judgements or causes of action including costs, expenses and attorneys fees incurred as a result of any error, omission or negligent act by the Contractor its officers, employees, agents, subcontractors or assignees arising out of this bid.
26. **Equal Employment Opportunity:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex or National origin, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.
27. **ADA Compliance:** "Persons with disabilities who require reasonable accommodation to participate in City Programs and/or services may call the Equal Opportunity Manager, Office of Human Resources and Risk Management (954) 921-3218. If an individual is hearing or speech impaired, please call Florida Relay Service 1-800-955-8771.
28. **Public Entity Crimes:** "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**CITY OF HOLLYWOOD
"AN EQUAL OPPORTUNITY AND SERVICE PROVIDER AGENCY"
PROCUREMENT SERVICES DIVISION
HOLLYWOOD, FLORIDA 33020**

SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE PURCHASING GROUP

INVITATION TO BID

This Invitation to Bid represents a Cooperative Bid for the Southeast Florida Governmental Cooperative Purchasing Group for the following commodity.

**SUPPLY AND DELIVERY OF SODIUM HEXAMETAPHOSPHATE
OPENING: 3:00 P.M., FRIDAY, MARCH 6, 2009**

The participating agencies for this bid are:

1. City of Hollywood
2. City of Hallandale Beach
3. City of Sunrise
4. City of Coral Springs
5. City of Boca Raton

The Agency responsible for issuing this bid is the City of Hollywood, Division of Procurement Services, 2600 Hollywood Boulevard, Room 303, Hollywood, Florida 33020.

All questions concerning this Invitation to Bid should be addressed to the issuing agency, hereinafter referred to as the "lead agency." All responses to the bid are to be returned to: City of Hollywood, City Clerk's Office, 2600 Hollywood Boulevard, Room 221, Hollywood, Florida 33020 no later than **3:00 P.M., FRIDAY, MARCH 6, 2009**, with the Bid number and due date marked plainly on the envelope.

Bid award will be made by the City of Hollywood. Each participating agency will execute its own contract with the Contractor(s) in accordance with its respective purchasing policies and procedures.

Each participating governmental entity will be responsible for issuing its own purchase orders, and for order placement. Each agency will require separate billings, be responsible for payment to the vendor 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 Bid document to a single entity or location will, in fact, be understood as referring to all participating entities referenced in this Invitation to Bid.

The successful Contractor(s) shall be responsible for advising the lead agency, referenced in the award, of those participants who may fail to place orders under this award.

Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Cooperative Purchasing Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. HOWEVER, OTHER CO-OP MEMBERS MAY PARTICIPATE IN THIS CONTRACT FOR NEW USAGE, DURING THE CONTRACT TERM, OR ON ANY CONTRACT EXTENSION TERM, IF APPROVED BY THE LEAD AGENCY. NEW CO-OP MEMBERS MAY PARTICIPATE IN ANY CONTRACT, ON ACCEPTANCE AND APPROVAL BY THE LEAD AGENCY. (A listing of current Co-op members is attached.)

ANY PROBLEM WITH PARTICIPATING AGENCIES REFERENCED IN THIS AWARD WILL BE BROUGHT TO THE ATTENTION OF THE LEAD AGENCY.

THIS INVITATION TO BID IS CONSIDERED AN INTEGRAL PART OF THE BID DOCUMENT, AND ANY RESULTANT AWARD, AND SHALL BE INCLUDED BY REFERENCE INTO ANY CONTRACT.

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP MEMBERS

Name & Address	Contact	Phone	Fax
City of Aventura 19200 W Country Club Dr. Aventura, FL 33180	Indra Sarju	305-466-8925	305-466-8939
Boca Raton, City of 201 W. Palmetto Park Rd. Boca Raton, FL 33432	Diane Lopresti /Bob Bolinski Sharlene Solis /Lynn Kunkel Alicia Kalish	561-393-7869	561-393-7983
Broward Community College-Purch. Dept. 225 E. Las Olas Blvd. Ft. Lauderdale, FL 33301	Bob Persiano/Beau Mitchell Alex Denis	954-761-7485	954-761-7330
Broward County Parks & Recreation 950 NW 38 Street Oakland Park, FL 33309	Marilyn Cahill	954-357-8125	954-357-2849
Broward County Purchasing Dept. 115 S. Andrews Ave., Rm. 212 Ft. Lauderdale, FL 33301	Liz Overton/John Kuzman Peter Thomas/Yasmin Teja K Walbridge/Wendy Lorenzo	954-357-6076	954-357-8535
Broward County School Board 7720 W. Oakland Park Blvd Sunrise, FL 33351	C Barker/Charles High Mark Alan/G. Toman Kay Lloyd/Roni Evans Phyllis Ben-Asher	954-321-0506	954-767-8417
Broward County Sheriff-Purchasing 2601 W. Broward Blvd. Ft. Lauderdale, FL 33312	Susan Kuzenka/ Rick Torres Larry Strain/Auret Gil	954-321-4748	954-765-4006
Broward County Sheriff's Office 143 NW 25 th Terrace Fort Lauderdale, FL 33311	Sue Warner/John Spiliotopoulos	954-831-8273	954-831-8269
Children Services Council of 1919 N. Flagler Drive West Palm Beach, FL 33407	Renita Reif	561-655-1010	561-835-1956
Coconut Creek, City of 4800 W. Copans Rd. Coconut Creek, FL 33063	Linda Jeethan	954-956-1438	954-973-6754
Cooper City, City of PO Box 290910 Cooper City, FL 33329	Kerri-Anne Fisher	954-434-4300 Ext. 268	954-434-5099
Coral Springs, City of-Purchasing 9551 W. Sample Road Coral Springs, FL 33065	Angelo Salomone/A. Resnik/ Gail Dixon/ R.Sookdeo Tim Planco	954-344-1100/1101/ 1104/1103 954-345-2235	954-344-1198 954-345-2238
Dania Beach, City of Hollywood 100 W. Dania Beach Blvd. Dania Beach, FL 33004	Nanci Denny	954-924-3674	954-922-5619
Davie, Town of 6591 SW 45 St. Davie, FL 33314	Herb Hyman/Elena Blackiston Angie Salinas	954-797-1016/1015	954-797-1049

Name & Address	Contact	Phone	F-4134-08-RD Fax
Deerfield Beach, City of-Supt. Srvs. 210 SW Goolsby Blvd. Deerfield Beach, FL 33442	Donna Council/Paul Collette Jessica Gamble	954-480-4380/4418	954-480-4388
Fort Lauderdale, City of-Purchasing 100 N. Andrews Ave. Rm. 619 Ft. Lauderdale, FL 33301	Richard Ewell/David Nash AnnDebra Diaz/Rick Andrews Carrie Keohane/James Hemphill Kirk Buffington	954-761-5138	954-761-5650
Greenacres, City of – Purchasing 5985 Tenth Avenue North Greenacres, FL 33463-2399	Alyssa M. Milo Monica Powery	561-642-2039	561-642-2037
Hallandale Beach, City of-Purchasing 400 S. Federal Highway Hallandale, FL 33009	Andrea Lues/Hal Elsasser	954-457-1332	954-457-1342
Hollywood, City of-Purchasing 2600 Hollywood Blvd., Rm. 303 Hollywood, FL 33020	Aristeus Johns /Janice English Alicia Kalish/Ralph Dierks	954-921-3290/-3345/ -3552/-3223/	954-921-3086
Lantana, Town of Lantana, Florida	Clyde Ali	561-540-5760	
Lauderdale by the Sea, Town of 4501 Ocean Drive Lauderdale By The Sea, FL 33308	Kathleen A. O'Brien	954-776-0576	954-776-7910
Lauderdale Lakes, City of 4300 NW 36 Street Lauderdale Lakes, FL 33319	Geeta Ramharry Diane LeRay	954-535-2722	954-733-3276
Lauderhill, City of-Purchasing 3800 NW Blvd., Ste. 209 Lauderhill, FL 33319	Ruby Levy	954-730-3044	954-730-4239
Lighthouse Point, City of 2200 NE 38 Street Lighthouse Point, FL 33064	Mary Pryde	954-9496-7386	954-946-7932
Margate, City of-Purchasing 5790 Margate Blvd. Margate, FL 33063	Pat Greenstein/C. Guzzi Spencer Shambray	954-972-6454	954-935-5258
Miami, City of 444 SW 2 nd Ave. Miami, FL 33130	Michael Rath Shannon Graham	305-416-1921 305-416-1896	305-400-5153 305-416-1925
Miami Gardens, City of – Purchasing 1515 NW 167 th St. Bldg. 5 Ste. 200 Miami Gardens, FL 33169	Pam Thompson	305-622-8031	305-622-8001
Miami-Dade County 111 NW 1 st Street Miami, FL 33128	Andrew Zawoyski	305-375-5663	305-375-2316
Miramar, City of-Purchasing 6700 Miramar Parkway Miramar, FL 33023	Margaret Palomino/C. Tubbs Carlos Cavilches/S. Cano Tai	954-967-1550	954-967-1699

Name & Address	Contact	Phone	F-4134-08-RD Fax
North Lauderdale, City of 701 SW 71st Avenue North Lauderdale, FL 33068	Ivelsee Guzman	954-722-0900 Ext. 1456	954-720-2064
North Miami, City of 776 NE 125 Street N. Miami, FL 33161	Debbie Falestra Ilyse Valdivia	305-895-9887/ 9886	305-891-1015
North Miami Beach, City of 17011 NE 19 Avenue, Rm. 318 North Miami Beach, FL 33162	Aris Eugene Yocelyn Galiano Andrea Henry/Roberta Ambroise	305-787-6041 305-948-2976	305-948-2950
Oakland Park, City of-Purchasing 3650 NE 12 Avenue Oakland Park, FL 33334	Maggie Turner	954-630-4256	954-630-4216
Palm Beach, Town of 951 Old Okeechobee Rd., Ste. D West Palm Beach, FL 33401	Lynda Davis Venne	561-838-5406	561-835-4688
Palm Beach County BCC 50 S. Military Trail, Ste. 110 West Palm Beach, FL 33415	Phil Ridolfo	561-616-6823	561-242-6723
Palm Beach Gardens, City of 10500 N. Military Trail Palm Beach Gardens, FL 33410	Arthur "Dino" DeRostaing	561-804-7014	561-799-4134
Parkland, City of 6600 University Drive Parkland, FL 33067	Sarah Castoro	954-757-4135	954-341-5161
Pembroke Pines, City of 13975 Pembroke Road Pembroke Pines, FL 33027	Terri Burzo	954-437-1111 Ext. 458	954-437-1117
Plantation, City of 400 NW 73 rd Ave. Plantation, FL 33317	Larry Duemmling Ezzard "Charles" Spencer	954-797-2209	
Pompano Beach, City of 1190 NE 3rd Ave., Bldg. C Pompano Beach, FL 33060	Leeta Hardin Tammy Thompkins	954-786-4098	954-786-4168
Port Everglades Authority 1850 Eller Dr. 6 th Floor Ft. Lauderdale, FL 33316	Larry Strain	954-468-3517	954-761-1561
Riviera Beach, City of 600 West Blue Heron Blvd. Riviera Beach, FL 33404	Benjamin Guy/Glendoria Williams Pamela Daley/Pierre Wilson	561-845-4180	561-842-5105
South Florida Regional Transportation Authority (SFRTA) 800 NW 33 Street Pompano Beach, FL 33064	V. Martin Kelly Christopher Bross	954-788-7924	954-788-7963
Sunrise, City of-Purchasing 10770 W. Oakland Park Blvd. Sunrise, FL 33351	Carol Hollins Dick Cummings Holly Raphaelson	954-572-2274	954-572-2278

Name & Address	Contact	Phone	F-4134-08-RD Fax
Tamarac, City of-Purchasing 7525 NW 88 Avenue Tamarac, FL 33321	Keith Glatz/Steven Beamsderfer	954-724-2450	954-724-2408
Village of Wellington 14000 Greenbriar Blvd. Wellington, FL 33414	Jim Volkman Bill M. Atkins Robert Bruno	561-791-4045	561-791-4045
Weston, City of 20200 Saddle Club Road Weston, FL 33321	Brad Kaine	954-389-4321	561-389-5430
Wilton Manors, City of 524 NE 21 Court Wilton Manors, FL 33305	Linda Noyes Ernesto Sanz Elbert Wrains	954-390-2141	954-390-2199

Updated 9/27/07

**BID FORM
CITY OF HOLLYWOOD, FLORIDA**

“AN EQUAL OPPORTUNITY AND SERVICE PROVIDER AGENCY”

Special Instructions to Bidders (In addition to General Conditions)

SUBMISSION OF FORMAL SEALED BIDS: The Invitation for Bid form must be executed and submitted with all bid sheets and should be in a sealed envelope. The original should be signed in blue ink. The pricing page must be completed in its entirety (all spaces must be filled, no spaces are to be left blank). Bids not submitted on bid sheets and spaces left blank on the pricing page may be rejected. The Bidder must check for any addendums to this bid, and continue to check for any addendums up to the due date and time of this bid. The face of the envelope should contain the vendor's name, return address, due date and time of bid opening, and bid number. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

PURPOSE:

The City of Hollywood, Florida, acting as Lead Agency on behalf of the Southeast Florida Governmental Cooperative Purchasing Group, is seeking bids for the purpose of establishing a one (1) year agreement with the option to renew for two (2) additional one (1) year periods based on a mutual agreement of both parties for the purchase of sodium hexametaphosphate for corrosion control prevention in the City's water distribution system, to be delivered in lots of 2,000 lbs. or more as required. **Note: The quantity of 549,000 lbs. is the combined estimated requirements for a one (1) year period for the five (5) governmental agencies participating in this bid. It is for Bidder's information only and will be used in tabulation to determine the award of the Bid. No warranty is given, or implied, as to the actual quantity that will be purchased during this period.**

No guarantee is expressed or implied as to the total quantity of sodium hexametaphosphate to be purchased under this open end contract. Estimated quantity will be used for Bid comparison purposes only. The City of Hollywood reserves the right to issue purchase orders as and when required. No delivery shall become due or be acceptable without a written order by the City. Such order will contain the quantity, time of delivery and other pertinent data. If urgently required, the Seller may be given telephone notice, to be confirmed by an order in writing.

TERMS:

The contract period shall start with the expiration date of any previous contract or date of award, whichever is latest. The Contractor will complete delivery, and the City will receive delivery on any orders mailed to the Contractor prior to the date of expiration. The City may renew this contract for any available renewal period subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. Notification of intent to renew will be mailed sixty (60) calendar days in advance of expiration date of this Contract.

TERMINATION:

The City of Hollywood reserves the right to terminate this agreement with or without cause effective thirty (30) days from date of written notice. In the event that any of the provisions of the agreement are violated by the successful bidder, the City of Hollywood may serve written notice upon such bidder of its intention to immediately terminate the agreement. Such notice will state the reason(s) for termination of the agreement.

CONTACTS:

The contact for the City regarding this bid will be Ralph Dierks, Senior Procurement Specialist, Procurement Services Division, (954)921-3223, rdierks@hollywoodfl.org or Kimberly Kilpatrick, Procurement Specialist, (954)921-3222, kkilpatrick@hollywoodfl.org. Any questions you may have as to technical specifications may be directed to Carlos Aguilera, Water Treatment Plant Superintendent (954)921-4230, caguilera@hollywoodfl.org.

COST ADJUSTMENTS:

All bid terms and conditions shall remain firm during the term of the contract. This contract will include the option of quarterly price adjustments. It is the Contractor's responsibility to provide the price adjustment, along with documenting information, to the City in writing thirty (30) days prior to the effective date of such an adjustment. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, etc. which reflects said increases. The City reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.

To qualify for any increase in the Contract Sum, the vendor must submit documentation for product price changes. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, U.S. Bureau of Labor Statistics (BLS) reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, and copies of vendor monthly internal cost reports and/or actual invoices. Rail and Truck freight charges and changes for transfer costs require written verification from vendor's freight and transfer subcontractors.

In the event the CPI or industry costs decline, the City shall have the right to receive from the vendor a reduction in costs equal to the percentage decrease, as calculated above, reflecting such cost decrease in the industry.

The Procurement Services Manager (or designee) must agree to and approve any proposed price increase(s) before its effective date.

The **City of Hollywood** must be in receipt of written documentation for price increase(s) no less than ninety (90) calendar days prior to the effective date of said price change(s). If written notice is not received, current prices shall remain in effect. All price adjustments shall be subject to audit as to validity and accuracy at any time by the **City of Hollywood**.

Material to be delivered in 50 lb. bags, according to the following specifications:**A. PRODUCT STANDARD/CERTIFICATION**

1. This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.”

B. TYPE

1. Shall be readily supplied in a granular (fine) physical form phosphate, produced by combining sodium oxide and phosphoric acid in a relative ratio of 1.00 - 1.20 to 1.00.

C. IMPURITIES

1. The sodium hexametaphosphate supplied shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effect upon the health of those consuming water that has been properly treated with the sodium hexametaphosphate.

D. PHYSICAL REQUIREMENTS

1. The material shall be clean, free from lumps or extraneous materials, and uniform in composition. The material shall be in free-flowing condition when packages are opened on receipt of shipment.
2. The material shall be readily supplied in a granular (fine) physical form and shall be uniform in composition. No powder.
3. Not less than 95% of the material shall pass through 10 mesh, nor more than 20% through 100 mesh.

E. SOLUBILITY (As covered in AWWA Standard B502-67, Section 4C.)

1. The material shall be readily soluble at any temperature in the range 50 - 100 degrees F when mixed in a ratio of one part to four parts distilled water.
2. Water-insoluble matter in the material shall not exceed 0.1 percent, by weight.

F. CHEMICAL REQUIREMENTS

1. Sodium hexametaphosphate shall contain not less than 67 percent phosphate pentoxide (P2O5), on an ignited basis. The total assay of sodium oxide (NA2O) and phosphate pentoxide (P2O5) shall not be less than 98.0%.
2. The PH of a 1 percent solution of "unadjusted" sodium hexametaphosphate shall be in the range 6.7 - 7.3.

G. SAMPLING

1. Samples shall be taken at the point of destination.
2. Sodium hexametaphosphate may be sampled by a sampling tube at least 3/4 inch in diameter.
3. Five percent (5%) of the packages or containers may be sampled, provided that a minimum of five packages and a maximum of not more than fifteen packages in any one shipment may be sampled. No sample shall be taken from a broken package.
4. The gross sample, weighing at least 10 lbs., shall be mixed thoroughly and rapidly and divided to provide four (4) 1 lb. samples. These samples shall be sealed airtight in glass containers. Each sample container shall be labeled to identify the sample, and the label shall be dated and signed by the sampler.

H. PACKING AND SHIPPING

1. Sodium hexametaphosphate must be shipped in paper or any moisture proof multiwall bags each containing 50 lb. net weight of the material.
2. The net weight of the packages shall not deviate from the recorded weight by more than ± 1.0 per cent.
3. Each shipment of sodium hexametaphosphate shall carry some means of identification. Each package shall be marked legibly with the name of the manufacturer, the name of the material and the brand name, if any, the percent of P205 in the material, and net weight of the material contained.

I. TEST PROCEDURE

As covered in AWWA Standard B502-67, Section 5C under the quinolinium phosphate method for percentage of P205.

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J. REJECTION

1. Notice of dissatisfaction with a shipment of sodium hexametaphosphate because of the material's failure to meet the requirements of this standard shall be provided to the consignor within ten (10) days after receipt of the shipment at the point destination. The results of the consignee's test shall prevail unless the consignor notifies him, within five (5) working days after the receipt of the notice of complaint, that he desires a retest. Upon receipt of the request for a retest, the consignee shall forward to the consignor one (1) of the sealed samples. In the event that the results obtained by the consignor, upon retesting, do not agree with the test results obtained by the consignee, the other sealed samples shall be forwarded, unopened, for analysis, to a laboratory agreed upon by both parties. The results of the referee analysis shall be accepted as final, and the cost of the referee analysis shall be paid for by the consignor if the reference analysis shows that the material does not meet the requirements of this specification or by the City if it does meet requirements of this specification.
2. If the material does not meet the requirements of this specification, the consignor shall, at his own expense, remove the material from the premises of the consignee.

**GENERAL LIABILITY
INSURANCE REQUIREMENTS**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$100,000 per Person
 \$300,000 per Occurrence
 \$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the City.

The City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VEHICLE LIABILITY INSURANCE REQUIREMENTS

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$ 50,000 per Person
\$100,000 per Occurrence
\$ 25,000 Property Damage

or \$100,000 Combined Single Limit

The City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

WORKERS' COMPENSATION INSURANCE REQUIREMENTS

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the City shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the City.

**HAZARDOUS CARGO TRANSPORTERS LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND**

Prior to the commencement of work governed by this contract, the Contractor shall purchase Pollution Liability Insurance which extends to the hauling of toxic and hazardous material by motorized vehicles. In compliance with the Motor Carrier Act, the policy should be endorsed with an MCS-90 Endorsement, demonstrating financial responsibility for spills and clean-up. Any pollution exclusion limiting coverage under this policy shall be removed.

The minimum limits acceptable shall be:

\$300,000 per Occurrence

**MOTOR VEHICLE CARGO
INSURANCE REQUIREMENTS**

Recognizing that the work governed by this contract involves City property being transported by the Contractor, and that most liability policies exclude coverage for such items, the Contractor will be required to maintain Motor Vehicle Cargo Insurance in amounts no less than the replacement value of the property in the possession of the Contractor.

Maximum Value of the City's property which is in the possession of the Contractor:

\$5,000.00

NOTE

If a "Free on Board" (FOB) bill of lading is utilized on incoming property, and if the City does not assume title until the property is delivered, the Contractor does not have to show evidence of Motor Vehicle Cargo Insurance.

The City reserves the right to require additional insurance in order to meet the full value of the contract.

HOLD HARMLESS AND INDEMNITY CLAUSE:

(Company Name and Signature)

,the contractor shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney’s fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

(Company Name and Signature)

further certifies that it will meet all insurance requirements of the City of Hollywood and agrees to produce valid, timely certificates of coverage.

Disclosure of Conflict of Interest: Vendor shall disclose below, to the best of his or her knowledge, any City of Hollywood officer or employee, or any relative of any such officer or employee as defined in Section 112.3135, Florida Statutes, who is an officer, partner, director or proprietor of, or has a material interest in the vendor’s business or its parent company, any subsidiary, or affiliated company, whether such City official or employee is in a position to influence this procurement or not.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Hollywood Purchasing Ordinance.

Name	Relationship
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that no such relationship exists.

ANTI-COLLUSION STATEMENT

The undersigned Bidder has not divulged to, discussed or compared his Bid with other Bidders and has not colluded with any other Bidder or parties to this Bid whatsoever.

PLEASE RETURN AN ORIGINAL AND THREE COPIES OF ENTIRE BID DOCUMENT IF NOT SUBMITTING BID ON-LINE.

BID SUBMITTAL COMPLETION CONFIRMATION:

_____ I, the Bidder, have completed and signed (preferably in blue ink) all required bid document pages.

_____ I, the Bidder, acknowledge reading and signing the Hold Harmless Statement.

_____ I, the Bidder, have submitted my bid on the bid sheets provided, and acknowledge that bids not submitted on bid sheets provided may be rejected.

_____ I, the Bidder, have filled in all spaces on the pricing page as noted, and acknowledge that bids with spaces left blank on the pricing page may be rejected.

_____ I, the Bidder, have included all information, certificates, licenses and additional documentation as required by the City in this bid document.

_____ I, the bidder, have checked for any addendums to this bid, and will continue to check for any addendums up to the due date and time of this bid.

_____ I, the Bidder, have included on the face of the envelope, my company name and return address, the date and time of bid opening, and the bid number.

_____ I, the Bidder, have submitted one (1) original and three (3) copies of the entire bid document and addendums.

_____ I have read and completed (if applicable) the "Disclosure of Conflict of Interest".

_____ I, the Bidder, am aware that a Notice of Intent to award this bid shall be posted on the City's website at www.hollywoodfl.org and on the Procurement Services bulletin board in room 303 at City Hall, and that it is my responsibility to check for this posting. Also, I have provided my email address, as the City, at its discretion, may provide me information by such means regarding this procurement process.

NAME OF COMPANY: _____

BIDDER'S NAME: _____

BIDDER'S AUTHORIZED SIGNATURE: _____

DATE: _____