



CITY OF
Boca Raton

PURCHASING DIVISION
201 WEST PALMETTO PARK ROAD • BOCA RATON, FL 33432
PHONE (561) 393-7871
(FOR HEARING IMPAIRED) TDD (561) 367-7043
www.myboca.us

April 1, 2024

Morton Salt, Inc.
Gary Bartuska
444 West Lake Street
Chicago, IL 60606
Tel: 312.807.2887
Email: gbartuska@mortonsalt.com

SUBJECT: Approval of Price Increase, Renewal 3
Bid No. 2021-024, Solar Salt (Bulk) Supply & Delivery

Dear Gary Bartuska,

This letter shall serve to advise that after careful review and consideration of your request for price increase, the City of Boca Raton, Lead Agency on behalf of all participating entities listed in the bid, hereby accepts your requested price adjustment from \$169.62/ton to \$174.62/ton.

In accordance with the provision of the above referenced term contract, said price increase shall become effective 5/31/2024 through 5/30/2025, for the first renewal period. Orders placed prior to May 31, 2024 shall be invoiced at the current prevailing prices.

The renewal information will be passed on to the SEFL Cooperative members.

Please do not hesitate to contact me via email, nphillips@myboca.us, should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Neil Phillips".

Neil Phillips
Buyer

c: Bid No. 2021-024

STAY CONNECTED   

- AN EQUAL OPPORTUNITY EMPLOYER -



CITY OF
Boca Raton

PURCHASING DIVISION
201 WEST PALMETTO PARK ROAD • BOCA RATON, FL 33432
PHONE (561) 393-7871
(FOR HEARING IMPAIRED) TDD (561) 367-7043
www.myboca.us

March 2, 2023

Morton Salt, Inc.
Gary Bartuska
444 West Lake Street
Chicago, IL 60606
Tel: 312.807.2887
Email: gbartuska@mortonsalt.com

SUBJECT: Approval of Price Increase, Renewal 2
Bid No. 2021-024, Solar Salt (Bulk) Supply & Delivery

Dear Gary Bartuska,

This letter shall serve to advise that after careful review and consideration of your request for price increase, the City of Boca Raton, Lead Agency on behalf of all participating entities listed in the bid, hereby accepts your requested price adjustment from \$155.81/ton to \$169.62/ton.

In accordance with the provision of the above referenced term contract, said price increase shall become effective 5/31/2023 through 5/30/2024, for the second renewal period. Orders placed prior to May 31, 2023 shall be invoiced at the current prevailing prices.

The renewal information will be passed on to the SEFL Cooperative members.

Please do not hesitate to contact me via email, nphillips@myboca.us, should you have any questions.

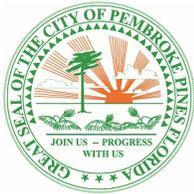
Sincerely,

Neil Phillips
Buyer

c: Bid No. 2021-024

STAY CONNECTED   

- AN EQUAL OPPORTUNITY EMPLOYER -



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 2.

File ID: 23-0049

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/23/2023

Short Title: Contracts Database Report - April 19th, 2023

Final Action: 04/19/2023

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

(A) Reaxium, Inc. - Charter School Bus and Student Tracker - Renewal

(B) Safeguard Services, Inc. - Janitorial Services for the Charter Schools and Early Development Centers (EDC's) - Renewal

(C) Zambelli Fireworks Manufacturing Co. - Fireworks Display- Renewal

(D) Morton Salt, Inc. - Purchase of Sodium Chloride (Solar Salt) CO-OP - Renewal

**ITEM (E) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE,
THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS
PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO
SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:**

(E) Sierra Lifecare, Inc - Professional Nursing Services - Non-renewal

*Agenda Date: 04/19/2023

Agenda Number: 2.

Internal Notes:

Attachments: 1. Contracts Database Report - April 19th, 2023, 2. A. Reaxium - ED-18-02 Charter School Bus and Student Tracker (all backup), 3. B. Safeguard Services, Inc. Janitorial Services Charter Schools & EDC (ED-17-02) (all backup), 4. C. Zambelli Fireworks Agreement - RE-20-06 Fireworks Display (all backup), 5. D. Morton Salt - Purchase of Sodium Chloride (Solar Salt) (AB), 6. E. Sierra Lifecare Inc-Nursing Services for Charter Schools (AB)

1 City Commission 04/19/2023 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo
Nay: - 0

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

- (A) Reaxium, Inc. - Charter School Bus and Student Tracker - Renewal
- (B) Safeguard Services, Inc. - Janitorial Services for the Charter Schools and Early Development Centers (EDC's) - Renewal
- (C) Zambelli Fireworks Manufacturing Co. - Fireworks Display- Renewal
- (D) Morton Salt, Inc. - Purchase of Sodium Chloride (Solar Salt) CO-OP - Renewal

ITEM (E) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

- (E) Sierra Lifecare, Inc - Professional Nursing Services - Non-renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) Reaxium, Inc. - Charter School Bus and Student Tracker - Renewal

1. On August 13th, 2020, the City entered into an agreement with Reaxium, Inc. for an initial three (3) year term, commencing on August 5th, 2020 and expiring on August 4th, 2023.
2. Reaxium, Inc. provides the City's Charter Schools with a transportation and student rider management system with routing and tracking software, pursuant to Request for Proposals

("RFP") ED-18-02.

3. Section 3.2 of the Original Agreement authorizes the renewal thereof for two (2) additional three (3) year renewal terms, upon mutual consent, evidenced by written amendments.
4. Due to COVID-19 restrictions during the pandemic, students were not utilizing school bus transportation and implementation of the system was therefore delayed.
5. All system hardware is now in place and both the transportation management component of the system with GPS telematics and the rider management component are expected to go live before the end of this school year.
6. Once the management component is fully implemented and live and the minimum market share is reached, the Schools shall receive 10% of the Reaxium Mobile Application subscription gross revenue. The Schools' share of Rexium Mobile Application subscription gross revenue shall increase by 1% annually thereafter, in accordance with the terms of the Agreement.
7. The Charter Schools recommend that the City Commission approve this First Amendment for the first, three (3) year renewal term, commencing on August 5th, 2023 and expiring on August 4th, 2026, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: There is no cost, the Schools shall receive 10% of the gross revenues.

b) Amount budgeted for this item in Account No: Other Misc Revenues

| Account | Description |
|------------------------------------|---------------------------|
| 170-000-5051-369900-3495-000-0000- | Elem Other Misc Revenue |
| 171-000-5052-369900-3495-000-0000- | Middle Other Misc Revenue |
| 172-000-5053-369900-3495-000-0000- | High Other Misc Revenue |
| 173-000-5061-369900-3495-000-0000- | FSU Other Misc Revenue |

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 3-year projection of the operational cost of the project: Not Applicable

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(B) Safeguard Services, Inc. - Janitorial Services for the Charter Schools and Early Development Centers (EDC's) - Renewal

1. On July 20th, 2017, the City entered into a contractual service agreement with Safeguard Services, Inc. for an initial three (3) year period, which expired on June 30th, 2020.
2. The City of Pembroke Pines Charter Schools and Early Development Centers contract Safeguard Services, Inc. to provide janitorial services pursuant to Request for Proposals # ED-17-02.
3. Section 3.2 of the Original Agreement authorizes the renewal thereof for two (2), additional, three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On December 19th, 2017, the parties entered into the First Amendment to the Original Agreement to add a contingency amount of \$24,500.
5. On August 7th, 2018, the parties entered into the Second Amendment to the Original Agreement to waive the requirement for payment and performance bonds.
6. On December 4th, 2019, the parties entered into the Third Amendment to the Original Agreement to enter into the first, two (2) year renewal term which will expire on June 30th, 2023.
7. On August 12th, 2021, the parties entered into the Fourth Amendment to the Original Agreement to increase the scope of services to include electrostatic spraying services, and to increase the annual compensation amount from \$1,320,410.55 to \$1,440,594.00.
8. On August 10th, 2022, the parties entered into the Fifth Amendment to the Original Agreement to increase the annual compensation amount from \$1,440,594.00 to \$1,568,042.46 effective August 4th, 2022. This increase was requested by the contractor to be in line with the increase in labor costs and the increase in Florida's minimum wage.
9. Contractor is requesting a rate increase of 9.78%. This Rate increase is being requested as a result of the contractor's increased costs, pursuant to the letter provided by the contractor dated February 10, 2023 in which it states that "there has been a 6.98% increase in the CPI for janitorial services, in addition to, an eighteen percent (18%) increase in all consumable supplies including paper, plastics and hand soap. Additionally, the Florida minimal wage amendment will mandate another eight percent (8%) increase in pay for all workers throughout the system". The aforementioned rate increase will result in a total annual compensation increase from \$1,568,042.46 to \$1,719,000.91.
10. The Charter Schools and Early Development Centers recommend that the City Commission approve this Sixth Amendment to include the 9.78% increase and to enter into the second and final, three (3) year renewal term commencing on July 1st, 2023, and expiring on June 30th, 2026, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: Total annual cost for the charter schools and early development centers is \$1,719,000.91

b) Amount budgeted for this item in Account No: Funds are currently budgeted for this project in the Other Services Maintenance accounts (534950):

| | |
|--------------------|---|
| East Elementary | 170-569-5051-534950-7900-350-0000-00550 |
| West Elementary | 170-569-5051-534950-7900-350-0000-00551 |
| Central Elementary | 170-569-5051-534950-7900-350-0000-00552 |
| West Middle | 171-569-5052-534950-7900-350-0000-00553 |
| Central Middle | 171-569-5052-534950-7900-350-0000-00554 |
| Academic Village | 172-569-5053-534950-7900-350-0000- |
| FSU Elementary | 173-569-5061-534950-7900-350-0000- |
| West EDC | 001-569-5002-534950-0000-000-0000-00208 |
| Central EDC | 001-569-5002-534950-0000-000-0000-00209 |

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 3-year projection of the operational cost of the project:

| | School FY 2023-24 | SFY 2024-25 | SFY 2025-26 |
|--------------|--------------------|----------------|----------------|
| Revenues | \$.00 \$.00 | \$.00 | |
| Expenditures | \$1,719,000.91 | \$1,719,000.91 | \$1,719,000.91 |
| Net Cost | \$1,719,000.91 | \$1,719,000.91 | \$1,719,000.91 |

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Yes

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Estimated annual savings of \$1,595,000.

(C) Zambelli Fireworks Manufacturing Co. - Fireworks Display - Renewal

1. On May 20th, 2021, the City entered into an Agreement with Zambelli Fireworks Manufacturing Co. for an initial two (2) year and two (2) months period, which will expire on July 5th, 2023.
2. The City contracts Zambelli Fireworks Manufacturing Co. to provide firework display services for July 4th celebrations.

3. Section 4.1 of the Original Agreement authorizes renewal of the Original Agreement for a one (1) year term upon mutual consent, evidenced by a written Amendment.

4. The Recreation and Cultural Arts Department recommends that the City Commission approve this First Amendment for the one (1) year renewal term commencing on July 6th, 2023 and expiring on July 5th, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$24,000
- b) **Amount budgeted for this item in Account No:** None. If renewed the amount will be budgeted in FY 2024 in account coding: 001-574-7003-549662-0000-000-0000- Special Event - 4th of July
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **1 year projection of the operational cost of the project:**

| | FY 2023-2024 |
|--------------|--------------|
| Revenues | \$.00 |
| Expenditures | \$24,000.00 |
| Net Cost | \$24,000.00 |

e) **Detail of additional staff requirements:** Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

(D) Morton Salt, Inc. - Purchase of Sodium Chloride (Solar Salt) CO-OP - Renewal

1. On June 16, 2021, the City Commission approved to purchase Sodium Chloride (Solar Salt) from Morton Salt, Inc. utilizing the CO-OP Agreement for an initial one (1) year period, which expires on May 30, 2022.
2. The Original CO-OP Agreement authorizes the renewal of the Original Agreement for three (3) additional one (1) year renewal terms.
3. To date, the City of Pembroke Pines Commission has approved to continue to purchase Sodium Chloride from Morton Salt, Inc. up to May 30, 2023.

- 4. The City of Boca Raton, as the Lead Agency, has renewed the agreement for an additional one (1) year period which will expire on May 30, 2024.

- 5. The Utilities Division recommends that the City Commission approve the rate increase from \$155.81/ton to \$169.62/ton and the continued purchase of Sodium Chloride for an additional one (1) year period which shall naturally expire on May 30, 2024.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$135,936 (800 Tons x \$169.92)
- b) **Amount budgeted for this item in Account No:**
471-533-6031-552430-0000-000-0000- (Operating chemicals)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **2 year projection of the operational cost of the project**

| | Current FY | Year 2 |
|--------------|-------------|-------------|
| Revenues | \$.00 | \$.00 |
| Expenditures | \$45,312.00 | \$90,624.00 |
| Net Cost | \$45,312.00 | \$90,624.00 |

- e) **Detail of additional staff requirements:** Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

(E) Sierra Lifecare, Inc - Professional Nursing Services - Non-renewal

- 1. On September 27, 2017, the City entered into a Professional Services Agreement with Sierra Lifecare, Inc. for an initial two (2) year period which expired on July 31, 2019.

- 2. Sierra Lifecare, Inc. provides the City with professional nursing services on an as needed basis.

- 3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

- 4. On June 4, 2018, the City entered into the First Amendment to the Original Agreement to include nursing services for the City's summer camp program.

5. On May 15, 2019, the City entered into the Second Amendment to the Original Agreement, as amended, to renew the term for an additional two (2) year period, which expired on August 31, 2021.

6. On August 4, 2021, the City entered into the Third Amendment to the Original Agreement, as amended, to renew the term for an additional two (2) year period, which expires on August 31, 2023.

7. The Agreement does not provide for any further renewal terms, and a new procurement process will be needed to secure these services.



CITY OF
Boca Raton

PURCHASING DIVISION
201 WEST PALMETTO PARK ROAD • BOCA RATON, FL 33432
PHONE (561) 393-7871
(FOR HEARING IMPAIRED) TDD (561) 367-7043
www.myboca.us

March 8, 2022

Morton Salt, Inc.
Gary Bartuska
444 West Lake Street
Chicago, IL 60606
Tel: 312.807.2887
Email: gbartuska@mortonsalt.com

SUBJECT: Bid No. 2021-024, Solar Salt (Bulk) Supply & Delivery
RE: Automatic Renewal No. 1

Dear Gary Bartuska:

The initial term of the above referenced contract expires on May 30, 2022. This correspondence is being sent to you as a courtesy reminding you that pursuant to item 5.01 "Contract Period and Renewal" of the above subject bid, this contract will automatically renew for another one year period from 5/31/2022 to 5/30/2023 at the same terms, conditions, pricing, and specifications currently in place.

The renewal information will be passed on to the SEFL Cooperative members.

Please contact me if you should have any questions. I can be reached by phone at, 561-393-7876 or by email at nphillips@myboca.us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Neil Phillips'.

Neil Phillips, Buyer

c: Bid 2021-024

STAY CONNECTED

- AN EQUAL OPPORTUNITY EMPLOYER -



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

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

BID/RFP No. _____

Description/Title: _____

Initial Contract Term: Start Date: _____ End Date: _____

Renewal Terms of the Contract: _____ Renewal Options for _____
(No. of Renewals) (Period of Time)

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

Extension / Renewal Note: _____

SECTION #1 VENDOR AWARD

Vendor Name: _____

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: _____ Resolution/Agenda Item No.: _____

Insurance Required: Yes _____ No _____

Performance Bond Required: Yes _____ No _____

SECTION #3 LEAD AGENCY

Agency Name: _____

Agency Address: _____

Agency Contact: _____ Email _____

Telephone: _____ Fax: _____



CITY OF
Boca Raton

PURCHASING DIVISION
201 WEST PALMETTO PARK ROAD • BOCA RATON, FL 33432
PHONE (561) 393-7871
(FOR HEARING IMPAIRED) TDD (561) 367-7043
www.myboca.us

April 1, 2022

Morton Salt, Inc.
Gary Bartuska
444 West Lake Street
Chicago, IL 60606
Tel: 312.807.2887
Email: gbartuska@mortonsalt.com

SUBJECT: Approval of Price Increase, Renewal 1
Bid No. 2021-024, Solar Salt (Bulk) Supply & Delivery

Dear Gary Bartuska,

This letter shall serve to advise that after careful review and consideration of your request for price increase, the City of Boca Raton, Lead Agency on behalf of all participating entities listed in the bid, hereby accepts your requested price adjustment from \$137.49/ton to \$155.81/ton.

In accordance with the provision of the above referenced term contract, said price increase shall become effective 5/31/2022 through 5/30/2023, for the first renewal period. Orders placed prior to May 31, 2022 shall be invoiced at the current prevailing prices.

The renewal information will be passed on to the SEFL Cooperative members.

Please do not hesitate to contact me via email, nphillips@myboca.us, should you have any questions.

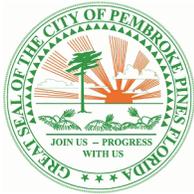
Sincerely,

Neil Phillips
Buyer

c: Bid No. 2021-024

STAY CONNECTED   

- AN EQUAL OPPORTUNITY EMPLOYER -



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 13.

File ID: 22-0110

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 02/07/2022

Short Title: Contracts Database Report - February 16th, 2022

Final Action: 02/16/2022

**Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

(A) SmartCop - Public Safety Automatic Records Management - Renewal

(B) The Toro Company - Grounds Maintenance Equipment, Parts,
Accessories, Supplies, Related Services and Equipment - Renewal

(C) Allied Universal Corp. - Purchase Sodium Hydroxide 25% (Caustic Soda)
- Renewal

(D) Allied Universal Corporation - Furnish and Deliver Sodium Hydroxide
50% by Weight CO-OP Agreement - Renewal

(E) InfoSend, Inc. - Professional Utility Bill and Late Notice Printing and
Mailing Services - Renewal

(F) Morton Salt, Inc. - Purchase of Sodium Chloride (Solar Salt) CO-OP -
Renewal

**ITEMS (G) AND (H) WILL EXPIRE WITH NO RENEWAL TERMS
AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED
AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY
PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT
CODE:**

(G) Granite Tops Industries LLC - Cabinet and Counter Top Installation -
Non-Renewal

(H) Aaron Agriculture - City-wide Landscaping Maintenance - Non-renewal

***Agenda Date:** 02/16/2022

Agenda Number: 13.

Internal Notes:

Attachments: 1. Contract Database Report February 16th, 2022, 2. A SmartCop - Public Safety Automatic Records Management - Third Amendment (Vendor Executed) and All Backup, 3. B. The Toro Company-Purchase of Grounds Maintenance Equipment (AB), 4. C. Allied Universal Corp. -Purchase Sodium Hydroxide 25% (Caustic Soda) (AB), 5. D. Allied Universal Corporation - Sodium Hydroxide 50% by Weight Co-Op (AB), 6. E. InfoSend, Inc. - Utility Billing Agreement (All Back Up), 7. F. Morton Salt, Inc. - Solar Salt (Bulk) Supply & Delivery (AB), 8. G. Granite Tops Industries - Cabinet Installation (ALL BACKUP), 9. H. Aaron Agriculture - City-wide Landscaping (All Back Up)

| | | | | |
|---|---------------------|--|--|------|
| 1 | City Commission | 02/16/2022 | approve | Pass |
| | Action Text: | A motion was made to approve on the Consent Agenda | | |
| | | Aye: - 5 | Mayor Ortis, Vice Mayor Good Jr., Commissioner Castillo, Commissioner Siple, and Commissioner Schwartz | |
| | | Nay: - 0 | | |

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

- (A) SmartCop - Public Safety Automatic Records Management - Renewal
- (B) The Toro Company - Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment - Renewal
- (C) Allied Universal Corp. - Purchase Sodium Hydroxide 25% (Caustic Soda) - Renewal
- (D) Allied Universal Corporation - Furnish and Deliver Sodium Hydroxide 50% by Weight CO-OP Agreement - Renewal
- (E) InfoSend, Inc. - Professional Utility Bill and Late Notice Printing and Mailing Services - Renewal
- (F) Morton Salt, Inc. - Purchase of Sodium Chloride (Solar Salt) CO-OP - Renewal

ITEMS (G) AND (H) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

- (G) Granite Tops Industries LLC - Cabinet and Counter Top Installation - Non-Renewal
- (H) Aaron Agriculture - City-wide Landscaping Maintenance - Non-renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) SmartCop - Public Safety Automatic Records Management - Renewal

1. On June 24th, 2013, pursuant to RFP # IT-12-02, the City entered into an agreement with SmartCop, Inc. (d/b/a Consolidated Technology Solutions and CTS America) for an initial one (1) year period following the installation and acceptance of the equipment and software products.
2. This agreement provides the Police Department with an Automatic Records Management System and a Mobile Computing System.
3. Section 2.0 of the Original Agreement, authorized the extension of the services on an annual basis, upon payment of the annual fee.
4. On September 12th, 2018 the Parties entered into the First Amendment to the Original Agreement, to include two (2) additional SmartMCT Client licenses and the purchase/implementation of 250 ESRI Mobile Licenses.
5. On May 15th, 2019 the Parties entered into the Second Amendment to the Original Agreement, as amended, to include the services for a SmartCOP/FileOnQ Two-way integration (Offense Property), to allow for continued maintenance and support services by the Contractor for a twelve (12) month period commencing on July 2nd, 2019, and to authorize the extension of the services on an annual basis, upon payment of the annual fee.
6. Section 3.1 of the Original Agreement, provided that the maintenance services would begin following installation and acceptance of the equipment. The initial maintenance services began on January 29th, 2015, establishing a maintenance subscription term of February to January of each year.
7. The CITY has continuously paid invoices from CONTRACTOR, thus extending the term of the Agreement to January 31st, 2022.

8. The Police Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve the First Amendment to the Original Agreement, to align the current maintenance subscription term with the term of the Agreement and to renew the term for the one (1) year period commencing on February 1st, 2022 and expiring on January 30th, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$101,611.00
- b) **Amount budgeted for this item in Account No:** \$101,611.00 in account # 001-521-3001-534995-0000-000-0000- Other Svc - IT
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

(B) The Toro Company - Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment - Renewal

1. On January 17th, 2018, the City Commission approved to enter into an Agreement with The Toro Company for an initial five (5) year period, which expires on March 31st, 2022.
2. The City of Pembroke Pines purchased the following items during the term of this agreement: two (2) Toro Greensmaster 3150-Q, six (6) 11 Blade Cutting Units, two (2) Front Rollers for Cutting Units, and two (2) LED Light Kits.
3. The Original Agreement authorizes the renewal of the Original Agreement for two (2) annual renewals upon mutual consent.
4. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Renewal for the first one (1) year renewal term to purchase Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment on as a needed basis which shall commence on April 1st, 2022 and naturally expire on March 31st, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Annual Renewal Cost:** \$0.00 - at this time there is no amount related to this renewal since the City will purchase items on as a needed basis.
- b) **Amount budgeted for this item in Account No:** Not Applicable
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

(C) Allied Universal Corp. - Purchase Sodium Hydroxide 25% (Caustic Soda) - Renewal

1. On March 26th, 2018, the City entered into an Agreement with Allied Universal Corp. for an initial two (2) year period, which expired February 21st, 2020.
2. Allied Universal Corp. provides the City’s Utilities Department with Sodium Hydroxide 25% (Caustic Soda).
3. Section 2.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On January 15th, 2020, the City entered into the First Amendment to the Original Agreement to extend the term for an additional two (2) year term, which expires on February 22nd, 2022.
5. The Utilities Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Second Amendment for a two (2) year renewal term which shall commence on February 23rd, 2022 and naturally expire on February 22nd, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$54,400 (\$31,733.33 for remainder of current FY2021-22 \$4,533.33/month x 7 months).
- b) **Amount budgeted for this item in Account No:** \$31,733.33 is available in Account No. 471-535-6022-552430-0000-000-0000 (Operating Chemicals)
 21,000 gallons x \$1.36/gallon = \$28,560
 2,333.33 gallons x \$1.56/gallon = \$3,173.33
- c) **Source of funding for difference, if not fully budgeted:** Not applicable
- d) **3 year projection of the operational cost of the project**

| | Current FY | | Oct. 2022-Sep. 2023 | Sep. 2023 - Feb. 2024 |
|--------------|-------------|-----|---------------------|-----------------------|
| Revenues | N/A | N/A | N/A | |
| Expenditures | \$31,733.33 | | \$54,400 | \$27,200 |
| Net Cost | \$31,733.33 | | \$54,400 | \$27,200 |

- e) **Detail of additional staff requirements:** Not applicable

(D) Allied Universal Corporation - Furnish and Deliver Sodium Hydroxide 50% by Weight CO-OP Agreement - Renewal

1. On May 23rd, 2017, the City Commission approved the purchase of chemicals from Allied Universal Corporation utilizing the Southeast Florida Governmental Cooperative Purchasing Agreement for an initial two (2) year period which expired on April 16th, 2020.

2. Allied Universal Corporation furnish and deliver sodium hydroxide 50% by weight to the City's Wastewater Plant (East Scrubber).
3. The Original Agreement allows for three (3) additional one (1) year renewal terms upon mutual consent.
4. To date the term of the Original Agreement has been renewed two (2) times extending the term to April 16th, 2022.
5. The renewal letter from the City of Margate for the period commencing on April 17th, 2022 and expiring on April 16th, 2023 will be provided once approved.
6. The Utilities Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Third Renewal for an additional one (1) year period which shall commence on April 17th, 2022 and naturally expire on April 16th, 2023, contingent on renewal by the Lead Agency (City of Margate).

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$28,400.00 (Approx. \$2,366.67 per month)
- b) **Amount budgeted for this item in Account No:** \$28,400.00 (10,000 gallons per year x \$2.84/gallon) is available in Account No. 471-535-6022-552430-0000-000-0000 (Operating Chemicals)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2 year projection of the operational cost of the project:**

| | FY2021-2022 | FY2022-2023 |
|--------------|-------------|-------------|
| Revenues | 0.00 | 0.00 |
| Expenditures | \$11,833.35 | \$16,566.65 |
| Net Cost | \$11,833.35 | \$16,566.65 |

- e) **Detail of additional staff requirements:** Not Applicable

(E) InfoSend, Inc. - Professional Utility Bill and Late Notice Printing and Mailing Services - Renewal

1. On June 2nd, 2021, the City entered into an Agreement with InfoSend, Inc. for an initial one (1) year period, which expires on February 28th, 2022.
2. InfoSend, Inc. provides the City's Utilities Department with Professional Utility Bill and Late Notice Printing and Mailing Services.
3. Section 5 of the Original Agreement authorizes the renewal of the Original Agreement subject to the renewal of the Jupiter RFP and Contract, for two (2), additional one (1) year renewal terms pursuant to a written amendment signed by the Parties.

4. As of January 2022, the Town of Jupiter has already renewed the agreement for the first of the two remaining terms.
5. In accordance with the Town of Jupiter RFP and Contract, compensation to the vendor by the Town of Jupiter is increasing per CPI by approximately 6.2%.
6. The Utilities Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment to enter into a one (1) year renewal period which shall commence on March 1st, 2022 and naturally expire on February 28th, 2023, with compensation at the increased annual amount not to exceed of \$327,848 for the renewal term, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$327,848 (\$191,103.22 for remainder of Current FY2021-22)
- b) **Amount budgeted for this item in Account No:**
\$42,003.22 is available in Account No. 471-536-6010-534990-0000-000-0000 (Other SVC) for remainder of Current FY2021-22
\$149,100 is available in Account No. 471-536-6010-542000-0000-000-0000 (Postage) for remainder of Current FY2021-22
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2 year projection of the operational cost of the project**

| | Current FY | FY 2022-23 |
|--------------|--------------|--------------|
| Revenues | \$.00 | \$.00 |
| Expenditures | \$191,103.22 | \$136,745.13 |
| Net Cost | \$191,103.22 | \$136,745.13 |

- e) **Detail of additional staff requirements:** Not Applicable

(F) Morton Salt, Inc. - Purchase of Sodium Chloride (Solar Salt) CO-OP - Renewal

1. On June 16th, 2021, the City Commission approved to enter into a CO-OP Agreement with Morton Salt, Inc. for an initial one (1) year period, which expires on May 30th, 2022.
2. Morton Salt, Inc. provides the City's Utilities Department with Sodium Chloride (Solar Salt) to be used as part of the Water Treatment process conducted at the Water Treatment Plant.
3. The Original CO-OP Agreement authorizes the renewal of the Original Agreement for three (3) additional one (1) year renewal terms.
4. The renewal letter from the City of Boca Raton for the period commencing on June 1st, 2022 and expiring on May 30th, 2023 will be provided on or about March 31st, 2022.

5. The Utilities Division is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve renewal of the term for a one (1) year renewal period which shall commence on June 1st, 2022 and naturally expire on May 30th, 2023, contingent on renewal by the Lead Agency (City of Boca Raton).

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$109,992 (\$36,664 for remainder of current FY2021-22 \$9,166/month x 4 months)

b) Amount budgeted for this item in Account No: \$36,664 is budgeted in Account No. 471-533-6031-552430-0000-000-0000 (Operating Chemicals)

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 2 year projection of the operational cost of the project: Not Applicable

| | Current FY | Year 2 |
|--------------|------------|----------|
| Revenues | N/A | N/A |
| Expenditures | \$36,664 | \$73,328 |
| Net Cost | \$36,664 | \$73,328 |

e) Detail of additional staff requirements: Not Applicable

(G) Granite Tops Industries LLC - Cabinet and Counter Top Installation - Non-Renewal

1. On June 16th, 2020, the City entered into a Contractual Services Agreement with Granite Tops Industries LLC for an initial one (1) year period, which expired on June 15th, 2021.

2. Granite Tops Industries LLC supplies and installs counter tops for the City's housing division.

3. Section 3.2 of the Original Agreement allows for one (1) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.

4. On May 5th, 2021 the Parties entered into the First Amendment to extend the term of the Original Agreement for a one (1) year period which expires on June 15th, 2022.

5. The Community Services Department is satisfied with the performance and execution of the Original Agreement, as amended, but at this time there are no further renewals available and the department will begin a new procurement process for these services.

(H) Aaron Agriculture - City-wide Landscaping Maintenance - Non-renewal

1. On August 5th, 2020, the City entered into a Citywide Landscape Maintenance Agreement with Aaron Agriculture, Inc. for an initial one (1) year period, which expired on August 4th, 2021.

2. The City of Pembroke Pines Public Services Department utilizes Aaron Agriculture, Inc. to provide and/or install trees, plants and other landscaping materials on an as needed basis.

3. On May 5th, 2021 the parties entered into the First Amendment to extend the term, as allowed by the Agreement, for a single, one (1) year period which will expire on August 4th, 2022.

4. The Agreement is in its final term and does not now allow for any further renewals. Public Services will proceed with landscaping projects on an as-needed basis.

City of Boca Raton

Tabulation for: 2021-024 Solar Salt (Bulk) Supply & Delivery

Opening Date: May 3, 2021 @ 3:00 PM

Tabulation is an indication of prices only and not a determination of the responsive, responsible bidders

 denotes vendor calculation error

| | | | Morton Salt, Inc. | | |
|---|---------------------------|-----------------------------------|--|--------------------------------------|-----------------------------------|
| ITEM # | ENTITY NAME | ESTIMATED ANNUAL USAGE (E) | Freight Charge Per Location (F) | Unit Price (product only) (P) | Extended Price (F + P x E) |
| 1 | City of Boca Raton, WWTP | 1,200 | \$44.48 | \$93.01 | \$164,988.00 |
| | | tons | | | |
| 2 | Town of Davie WTP | 600 | \$44.48 | \$93.01 | \$82,494.00 |
| | | tons | | | |
| 3 | City of Lantana, WTP | 1,200 | \$44.48 | \$93.01 | \$164,988.00 |
| | | tons | | | |
| 4 | City of Margate WTP, WWTP | 750 | \$44.48 | \$93.01 | \$103,117.50 |
| | | tons | | | |
| 5 | City of Pembroke Pines | 800 | \$44.48 | \$93.01 | \$109,992.00 |
| | | tons | | | |
| 6 | City of Tamarac, WTP | 600 | \$44.48 | \$93.01 | \$82,494.00 |
| | | tons | | | |
| 7 | Village of Palm Springs | 1,200 | \$44.48 | \$93.01 | \$164,988.00 |
| | | tons | | | |
| Grand Total (Sum of Extended Prices for Lines 1 - 7) | | | \$873,061.50 | | |
| Specify Mfg. /Name of Product being bid: <u>Name of Product</u> | | | <u>Morton Bulk Solar</u> | | |
| Bulk load Truck Delivery is: | | | <u>24</u> tons | | |

COUNCIL APPROVAL PROCUREMENT RECOMMENDATION
TARGET AGENDA DATE: May 25, 2021

Subject: Solar Salt (Bulk) Supply & Delivery

Bid Number: 2021-024

Department: Utility Services

Procurement Method: Sealed Bid

Bid Opening Date: May 3, 2021
186 Notices Issued
1 No-Bid
1 Response

Award to: Responsive Responsible Bidder, Morton Salt, Inc., Chicago, IL

Contract Period: This is the first year of the contract award period. The City reserves the option to renew annually subject to appropriation of funds not to exceed a maximum of three (3) one year renewals.

Scope: This procurement provides for solar salt used in the wastewater treatment facility for the onsite production of sodium hypochlorite. Sodium hypochlorite is a disinfectant. This bid is for the Southeast Florida Governmental Purchasing Cooperative with the City of Boca Raton acting as the lead agency.

Budget: Purchases are estimated in the amount of \$165,000 for each annual term.

Purchases will be made on an as needed basis (Indefinite Quantity) for each annual term, not to exceed the Department's budgeted funds, as approved or amended by the City Council each fiscal year.

| Name of Bidder | Price per Ton |
|------------------|---------------|
| Morton Salt, Inc | \$137.49 |

Approvals:

Buyer/Sr. Buyer/Asst. P.M.: Neil Phillips Digitally signed by Neil Phillips
Date: 2021.05.11 13:06:20 -0400'

Purchasing Manager: Lynn Kunkel Digitally signed by Lynn Kunkel
Date: 2021.05.11 13:43:27 -0400'

Financial Services Director: Linda C. Davidson Digitally signed by Linda C. Davidson
Date: 2021.05.12 12:58:36 -0400'

OMB Director: Sharon McGuire Digitally signed by Sharon McGuire
Date: 2021.05.12 13:09:27 -0400'

Deputy City Manager: Michael Woika Digitally signed by Michael
Woika
Date: 2021.05.12 14:14:42 -0400'



CITY OF
Boca Raton

PURCHASING DIVISION
201 WEST PALMETTO PARK ROAD • BOCA RATON, FL 33432
PHONE (561) 393-7871
(FOR HEARING IMPAIRED) TDD (561) 367-7043
www.myboca.us

May 26, 2021

Lisa Petramala, Inside Sales Manager
Morton Salt, Inc.
444 West Lake Street
Suite 3000
Chicago, IL 60606

Subject: Notification of Award of Bid No. 2021-024
Solar Salt (Bulk) Supply & Delivery

Dear Lisa Petramala:

You are hereby notified that "Morton Salt, Inc" is awarded the above subject bid.

The initial contract period will be from 5/31/2021 through 5/30/2022 and will automatically renew thereafter for three, one-year renewal periods as per Special Conditions Part V; Item No. 5.01 "Contract Period and Renewal".

Services from the City of Boca Raton will be placed throughout the contract period on an as needed basis via a purchase order. All terms, conditions, pricing and specifications for the above subject bid shall apply.

Throughout the contract, your firm is required to maintain insurance coverage in accordance with Special Condition Part IV. Valid insurance is currently on file in the City's Purchasing Division.

If you should have any questions, please do not hesitate to contact me by email at nphillipa@myboca.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Neil Phillips".

Neil Phillips
Buyer

c: 2021-024 file

STAY CONNECTED   

- AN EQUAL OPPORTUNITY EMPLOYER -

BID NO. 2021-024

BIDDERS CERTIFICATION

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths).

I certify that I am authorized to bind performance of this Bid for the Bidder. I certify that this Bid is made without collusion or fraud. I certify acceptance of the terms, conditions and specifications of this Invitation to Bid. I certify that this Bid submittal is in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid.

*Bidder must submit proof that their firm name is registered with their State of origin.

*Name of Bidder: Morton Salt, Inc. (Firm Name as Registered with their State of origin)

Federal I.D. No.: 27-3146174

Above Bidder is: (X) Corporation () Limited Liability Corporation () Sole Proprietorship () Partnership/Joint Venture

Business Address:

Street Address : 444 West Lake Street, Suite 3000 (P.O. Box Address is not permitted)

City, State, Zip: Chicago, IL 60606

Mailing Address: (X) check if same as Business Address above

Street Address:

City, State, Zip:

Business Phone No: 844-410-0513

Business Fax No.: 312-896-9208

Authorized Signer:

Name of Authorized Signer: Guy Bigler

Title of Authorized Signer: Director of General Manufacturing President or other Authorized Officer/Member/Manager

Email for Authorized Signer: gbigler@mortonsalt.com

Authorized Written Signature:

STATE OF: Illinois COUNTY OF Cook

The foregoing instrument was acknowledged before me by means of physical presence or X online notarization this 30th day of April, 2021, by Guy Bigler, who is personally known to me (or who has produced as identification).

NOTARY PUBLIC SIGNATURE: Meredith Kerr



NOTARY NAME: Meredith Kerr

Commission Number: 885209 My Commission Expires: 11/9/2022

BID FORM

The City reserves the right to award this bid to the lowest responsive, responsible Bidder on a grand total or on an entity by entity basis as further detailed in item 3.07 of the Special Conditions. Prices quoted shall be firm and fixed for the initial contract period; product shall be in accordance with specifications noted herein.

| ITEM # | ENTITY NAME | ESTIMATED ANNUAL USAGE (E) | Freight Charge Per Location (F) | Unit Price (product only) (P) | Extended Price (F + P x E) |
|--------|---------------------------|----------------------------|---------------------------------|-------------------------------|----------------------------|
| 1 | City of Boca Raton, WWTP | 1,200 tons | \$ 44.48 / Per Ton | \$ 93.01 / Per Ton | \$ 164,988.00 |
| 2 | Town of Davie WTP | 600 tons | \$ 44.48 / Per Ton | \$ 93.01 / Per Ton | \$ 82,494.00 |
| 3 | City of Lantana, WTP | 1200 tons | \$ 44.48 / Per Ton | \$ 93.01 / Per Ton | \$ 164,988.00 |
| 4 | City of Margate WTP, WWTP | 750 tons | \$ 44.48 / Per Ton | \$ 93.01 / Per Ton | \$ 103,117.50 |
| 5 | City of Pembroke Pines | 800 tons | \$ 44.48 / Per Ton | \$ 93.01 / Per Ton | \$ 109,992.00 |
| 6 | City of Tamarac, WTP | 600 tons | \$ 44.48 / Per Ton | \$ 93.01 / Per Ton | \$ 82,494.00 |
| 7 | Village of Palm Springs | 1200 tons | \$ 44.48 / Per Ton | \$ 93.01 / Per Ton | \$ 164,988.00 |

| | |
|---|---------------|
| Grand Total (Sum of Extended Prices for Lines 1 - 7) | \$ 873,061.50 |
|---|---------------|

Specify Mfg. /Name of Product being bid: Morton Bulk Solar Bulk load Truck Delivery is: 24 tons
Industrial Crude Salt

Name of Bidder: Morton Salt, Inc.

BIDDERS CHECKLIST

All bids should be submitted on the City provided Bid Package forms. All blanks on the proposed forms must be completed. Bidder is to return a complete set of all bid package forms listed as follows. Failure to submit the required documents may result in your bid being considered non- responsive and thereby rejected.

- 1. Qualification of Bidder's information included? Yes X No
- 2. Questionnaire of Bidder's information included? Yes X No
- 3. Copy of Bidder's valid Business Tax Receipt submitted? Yes X No
- 4. Bidder including proof of NSF 60 Certification or 3rd party as per Technical Specification item 1.03? Yes X No
- 5. MSDS Sheets for product submitted as per Technical Specification item 1.03? Yes X No
- 6. Product Information and Descriptive Literature submitted clearly detailing items bid meet specifications herein (Section 1.02 of Technical Specifications) ? Yes X No
- 7. Appropriate bid pages signed? Yes X No
- 8. Bidder's certification form signed, notarized and submitted? Yes X No
- 9. Bid submitted per Instructions to Bidders, Special Conditions item 1.01? Yes X No
- 10. Addendum (if any issued) submitted? Yes X No
- 11. Proof that firm name is registered with their State of origin? Yes X No
- 12. Proof of ability to obtain insurance submitted? Yes X No
- 13. Drug Free Workplace Form submitted? Yes X No

14. Name of individual submitting Bid: Lisa Petramala, Inside Sales Manager

Email address: lpetramala@mortonsalt.com Ph: 312-807-2887

15. Contact person for Insurance Certificate: Marcia Paulsen

Phone: 312-807-2571 Email: mpaulsen@mortonsalt.com

Name of Bidder: Morton Salt, Inc.

QUALIFICATION OF BIDDERS INFORMATION

This bid shall be awarded only to a responsive and responsible Bidder, qualified to provide the product specified and meets or exceeds the qualification requirements listed below. The Bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications.

1. Bidder shall have a minimum of three (3) satisfactory references for similar size Public Entity accounts for the product bid. Similar size shall mean a minimum of 1,200 tons per year. References shall be satisfactorily completed within the time range of 3/1/2017 through 3/1/2021.

REFERENCE #1

| |
|---|
| Public Entity Name: <u>City of St. Cloud</u> |
| Address: <u>3201 Kissimmee Park Road</u> |
| City, State, Zip: <u>St. Cloud, FL 34772</u> |
| Contact Name: <u>Leslie Flores</u> Title: <u>Purchasing</u> |
| Phone: <u>(407) 957-7318</u> ; Fax: _____ Email: <u>lflores@stcloud.org</u> |
| Date of Service or Contract Period: <u>2/1/2021-12/32/2021</u> |
| Mfg. and Name of Product Supplied <u>Bulk Solar Industrial Crude Salt</u> |
| _____ |
| Estimated Annual Quantity Supplied: <u>1,750 tons</u> |

REFERENCE #2

| |
|--|
| Public Entity Name: <u>Palm Beach County FL</u> |
| Address: <u>2956 Pinehurst Drive</u> |
| City, State, Zip: <u>Lake Worth, FL 33467</u> |
| Contact Name: <u>Colleen Cardill</u> Title: <u>Senior Buyer</u> |
| Phone: <u>561-616-6839</u> ; Fax: _____ Email: <u>ccardill@pbcgov.org</u> |
| Date of Service or Contract Period: <u>9/11/2020-9/10/2021</u> |
| Mfg. and Name of Product Supplied: <u>Bulk Solar Industrial Crude Salt</u> |
| _____ |
| Estimated Annual Quantity Supplied: <u>8,100 tons</u> |

Continued on next page...

Name of Bidder: Moeton Salt, Inc.

QUALIFICATION OF BIDDERS INFORMATION

Continued.

REFERENCE #3

| |
|--|
| Public Entity Name: <u>Town Of Davie</u> |
| Address: <u>3500 NW 76th Ave.</u> |
| City, State, Zip: <u>Davie, FL 33314</u> |
| Contact Name: <u>Stanley Ebanks</u> Title: <u>Water Plant Operator</u> |
| Phone: <u>(954) 822-3991</u> ; Fax: _____ Email: <u>stanleyebanks@davie-fl.gov</u> |
| Date of Service or Contract Period: <u>6/1/2020-5/30/2021</u> |
| Mfg. and Name of Product Supplied: <u>Bulk Solar Industrial Crude Salt</u> |
| |
| |
| Estimated Annual Quantity Supplied: <u>450 tons</u> |

2. The City will not award a bid to any Bidder who cannot provide evidence that their Firm Name identified on the "Signature of Bidder" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

Bidder to indicate number of years their firm has been in business. 11*

Proof submitted as attachment: Yes No

*Morton Salt, Inc. has been incorporated in Delaware for 11 years. It has been in business for +173 years.

Name of Bidder: Morton Salt, Inc.

| |
|----------------------|
| Questionnaire |
|----------------------|

1. Description of the physical plant and facilities to adequately supply the City.

Morton Salt Canaveral Plant(2023) Address: 450 Cargo Road Cape Canaveral, FL 32920

Water Conditioning Building - 40,500 ft²;

Food Grade Building (all floors) - 57,603 ft²

Food Grade & PMI Warehouse - 29,000 ft²

2. Details of shipping method to be used MS PNEUMATIC TRUCK

3. Listing of office hours and Office personnel during these hours for coordination of service.

Office Hours: 8am to 4:30pm CST

- A. Contact Information for order placement/delivery inquiries:

Name (s) Brian Jakosz

Phone / Email address: Phone: 630.861.2694 email: bjakosz@mortonsalt.com

- B. Contact Information for billing questions:

Name (s) Jose Azacon

Phone / Email address: Phone: +1 312 8072549 Email: jose.Azacon@ks-chile.com

- C. Contact Information for Insurance questions:

Name (s) Marcia Paulsen

Phone / Email address: Phone: 312.807.2571 Email:MPaulsen@MortonSalt.com

4. Bidder and or the manufacturer of the product shall have a Quality Control Program in place at the plant location manufacturing the product bid.

Detail the Quality Control Program in place or submit as an attachment.

• Incoming Crude:

Prior to start of offload: 1 sample from each hold tested for purity, size, moisture, bulk density, turbidity and foreign material

Every 4 hours of offload: ~~Foreign material filter pad and moisture~~

o Incoming crude vessel received approximately every 10-14 days

• Crude Stockpile: ~~1/week: purity, insoluble material, size, moisture, bulk density, turbidity~~

Quality Control program is in place at Canaveral plant location.

Provide the name and contact phone number of the person who is responsible for the Quality Control/Assurance program:

Lorraine Gracia Diaz, Kristie Womble, Alex Acevedo Ph: +1(321)392-3343, +1(321)392-3531

5. Awarded Vendor shall submit Summary of Sales report to Lead Agency of shipments to individual entities in accordance with NIGP SE Chapter as detailed in applicable Co-Op Cover Sheet.

Contact Person who will submit Co-op Usage reports to Lead Agency: Lisa Petramala

Email: LPETRAMALA@MORTONSALT.COM Telephone Number: 312-807-2887

Name of Bidder: Morton Salt, Inc.

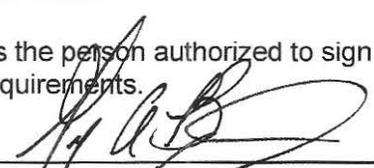
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

Morton Salt, Inc. does:
(Name of Business)

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

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


Signature of Bidder, Guy Bigler, Director of General Manufacturing

4/30/21
Date

BID NO. 2021-024

BIDDERS CERTIFICATION

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths).

I certify that I am authorized to bind performance of this Bid for the Bidder. I certify that this Bid is made without collusion or fraud. I certify acceptance of the terms, conditions and specifications of this Invitation to Bid. I certify that this Bid submittal is in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid.

*Bidder must submit proof that their firm name is registered with their State of origin.

*Name of Bidder: Morton Salt, Inc.
(Firm Name as Registered with their State of origin)

Federal I.D. No.: 27-3146174

Above Bidder is: Corporation Limited Liability Corporation
 Sole Proprietorship Partnership/Joint Venture

Business Address:

Street Address : 444 West Lake Street, Suite 3000
(P.O. Box Address is not permitted)

City, State, Zip: Chicago, IL 60606

Mailing Address: () check if same as Business Address above

Street Address: _____

City, State, Zip: _____

Business Phone No: 844-410-0513

Business Fax No.: 312-896-9208

Authorized Signer:

Name of Authorized Signer: Guy Bigler

Title of Authorized Signer: Director of General Manufacturing
President or other Authorized Officer/Member/Manager

Email for Authorized Signer: gbigler@mortonsalt.com

Authorized Written Signature: _____


STATE OF: Illinois COUNTY OF Cook

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 30th day of April, 2021, by Guy Bigler, who is personally known to me (or who has produced _____ as identification).

NOTARY PUBLIC SIGNATURE: Meredith Kerr



NOTARY NAME: Meredith Kerr

Commission Number: 885209 My Commission Expires: 11/09/2022

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MORTON SALT, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRD DAY OF FEBRUARY, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MORTON SALT, INC." WAS INCORPORATED ON THE THIRTIETH DAY OF JULY, A.D. 2010.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.




Jeffrey W. Bullock, Secretary of State

4843561 8300

SR# 20210316793

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202431973

Date: 02-03-21

MORTON SALT, INC.

Safety Data Sheet

Section 1: Identification of the Substance/Mixture and of the Company/Undertaking

1.1 Product identifier

Product Name

• Common Salt without Additives

Synonyms

- All Purpose Natural Sea Salt
- All Purpose Purex Salt
- Bulk Culinox 999 NC
- Bulk Extra Coarse Solar Salt Undried NC
- Bulk KD Industrial Salt NC
- Bulk Purex Salt NC
- Bulk Rock Salt NOC 17F NC
- Bulk Rock WC Extra Coarse Southern NC
- Bulk Rock White Crystal Coarse Southern NC
- Bulk Solar Coarse Salt Undried NC
- Bulk Solar Industrial Crude Salt NC
- Bulk Solar Salt
- Bulk Solar WC Extra Coarse Salt NC
- Bulk Solar White Crystal Coarse Salt NC
- Bulk Solar White Crystal Medium Salt NC
- Bunny Spool (Plain Salt)
- California Pure Coarse Sea Salt
- California Pure Fine Sea Salt
- California Pure Medium Sea Salt
- Canning & Pickling Salt
- Coarse Sea Salt (F114100000x)
- Commercial Grade, Water Softening Pellets
- Culinox 999 Chemical Grade Salt
- Culinox 999 Fine Salt
- Culinox 999 Food Grade Salt;
- Evaporated Granulated Salt
- Evaporated Salt Pellets
- Extra Coarse Sea Salt
- Extra Fine 50 Sea Salt
- Extra Fine 70 Sea Salt
- Feed Mixing Salt
- Fine Mixing Salt
- Fine Solar Salt (w/o YPS)
- Hi-Purity Super Soft Salt Extra Coarse Crystals
- H.G. Blending Salt
- Hay & Stock Salt, F&R
- Industrial Crude Solar Salt
- ISCO Crystals, Bulk
- ISCO Medium, Bulk
- ISCO Water Conditioning, Bulk
- KD Crude Solar Salt
- KD Industrial Salt
- Klear Fine Salt
- Klear Granulated Salt
- Medium Sea Salt
- Mill Run Salt
- Natural Coarse Sea Salt
- Northern Fine +20 Rock Salt Plain Salt Block
- Northern Rock, F & R
- Plain Salt Brick
- Pool Salt
- Premium Salt Pellets
- Professional's Choice Pool Salt
- Pure and Natural Water Softener Crystals
- PureSun Culinary Crystals
- PureSun Culinary Crystals Coarse
- Purex Salt
- Purex Select Salt
- Reagent Grade Sodium Chloride
- Refined Sea Salt
- Rock Pretzel Salt
- Rock Salt for Making Ice Cream
- Safe-T-Salt (bagged w/o YPS)
- Screened Bulk Solar Undried Salt
- Screened Bulk Solar Undried Salt NC
- Sea Salt, 50 lb. (F113100000x)
- Sea Salt, Tote (F113500000x)
- Sea Salt Grinder
- Sea Salt Grinder Refill
- Select Extra Coarse Rock Salt
- Select Sea Salt
- Service Pack Salt (all)
- Ship n' Shore Rock Salt
- Solar Salt Water Softening Crystals
- Stock Salt
- USP Sodium Chloride
- Valu-Soft Solar Salt
- Water Softening Salt (Undried) Coarse
- Water Softening Salt (Undried) Extra Coarse
- White Crystal Brine Block (50 lb.)
- White Crystal Rock Salt (all)
- White Crystal Solar Salt (all)
- White Crystal Water Softening Solar Salt (all)
- White Pretzel Salt (all)

CAS Number • 7647-14-5

Product Code • MSDS Code: 100

1.2 Relevant identified uses of the substance or mixture and uses advised against

Relevant identified use(s) • Food, Chemical and Drug Processing; Pharmaceuticals; Water Conditioning; Ice Control; Chemical Feedstock
– see product data sheets for more information

1.3 Details of the supplier of the safety data sheet

Manufacturer • Morton Salt, Inc.
444 W. Lake St.
Chicago, IL 60606
United States

saltinfo@mortonsalt.com

Telephone (General) • 312-807-2000

1.4 Emergency telephone number

Manufacturer • 312-807-2000

Section 2: Hazards Identification

EU/EEC

According to EU Directive 1272/2008 (CLP)/REACH 1907/2006 [amended by 453/2010]
According to EU Directive 67/548/EEC (DSD) or 1999/45/EC (DPD)

2.1 Classification of the substance or mixture

CLP • Classification criteria not met

DSD/DPD • Classification criteria not met

2.2 Label Elements

CLP

Hazard statements • No label element(s) specifically required

DSD/DPD

Risk phrases • No label element(s) specifically required

2.3 Other Hazards

CLP • According to Regulation (EC) No. 1272/2008 (CLP) this material is not considered hazardous.

DSD/DPD • This product is not considered dangerous under the European Directive 67/548/EEC

United States (US)

According to OSHA 29 CFR 1910.1200 HCS

2.1 Classification of the substance or mixture

OSHA HCS 2012 • Classification criteria not met

2.2 Label elements

OSHA HCS 2012

Hazard • No label element(s) specifically required statements

2.3 Other hazards

OSHA HCS 2012 • This product is not considered hazardous under the U.S. OSHA 29 CFR 1910.1200 Hazard Communication Standard.

Canada

According to WHMIS

2.1 Classification of the substance or mixture

WHMIS • Classification criteria not met

2.2 Label elements

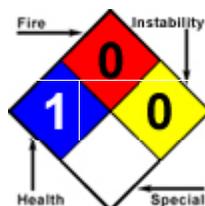
WHMIS • No label element(s) specifically required

2.3 Other hazards

WHMIS • In Canada, the product mentioned above is not considered hazardous under the Workplace Hazardous Materials Information System (WHMIS).

2.4 Other information

NFPA



See Section 12 for Ecological Information.

Section 3 - Composition/Information on Ingredients

3.1 Substances

| Non-Hazardous Components | | | | | |
|--------------------------|--------------------------------------|-----------|---|---|---|
| Chemical Name | Identifiers | %(weight) | LD50/LC50 | Classifications According to Regulation/Directive | Comments |
| Sodium chloride | CAS:7647-14-5 EC Number:231-598-3 | > 99% | Ingestion/Oral-Rat LD50 • 3000 mg/kg | EU DSD/DPD: Not Classified - Criteria not met EU CLP: Not Classified - Criteria not met OSHA HCS 2012: Not Classified - Criteria not met | May contain small quantities of naturally occurring calcium and magnesium salts |

3.2 Mixtures

- Material does not meet the criteria of a mixture in accordance with Regulation (EC) No 1272/2008.

See Section 11 for Toxicological Information.

Section 4 - First Aid Measures

4.1 Description of first aid measures

- Inhalation** • Move victim to fresh air. Administer oxygen if breathing is difficult. Give artificial respiration if victim is not breathing.
- Skin** • IF ON SKIN: Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention.
- Eye** • In case of contact with substance, immediately flush eyes with running water for at least 20 minutes. If eye irritation persists: Get medical advice/attention.
- Ingestion** • If large quantities are swallowed, call a physician immediately.

4.2 Most important symptoms and effects, both acute and delayed

- Refer to Section 11 - Toxicological Information.

4.3 Indication of any immediate medical attention and special treatment needed

- Notes to Physician** • All treatments should be based on observed signs and symptoms of distress in the patient. Consideration should be given to the possibility that overexposure to materials other than this product may have occurred.

Section 5 - Firefighting Measures

5.1 Extinguishing media

- Suitable Extinguishing Media** • Material is non-combustible. In case of fire use media as appropriate for surrounding fire.
- Unsuitable Extinguishing Media** • No data available.

5.2 Special hazards arising from the substance or mixture

- Unusual Fire and Explosion Hazards** • No unusual fire or explosion hazards known.
- Hazardous Combustion Products** • No data available

5.3 Advice for firefighters

- Structural firefighters' protective clothing will only provide limited protection. Wear positive pressure self-contained breathing apparatus (SCBA).

Section 6 - Accidental Release Measures

6.1 Personal precautions, protective equipment and emergency procedures

- Personal Precautions** • Wear suitable protective clothing, gloves, and eye/face protection.
- Emergency Procedures** • Stop leak if you can do it without risk. Keep unauthorized personnel away. Use normal clean up procedures.

6.2 Environmental precautions

- None expected to be necessary if material is used under ordinary conditions and as recommended.

6.3 Methods and material for containment and cleaning up

- Containment/Clean-up Measures** • Carefully shovel or sweep up spilled material and place in suitable container.

6.4 Reference to other sections

- Refer to Section 8 - Exposure Controls/Personal Protection and Section 13 - Disposal Considerations.

Section 7 - Handling and Storage

7.1 Precautions for safe handling

Handling

- Use good safety and industrial hygiene practices. Wash thoroughly after handling. Keep out of reach of children.

7.2 Conditions for safe storage, including any incompatibilities

Storage

- Avoid storage with strong acids and strong oxidizing agents.

Incompatible Materials or Ignition • Strong oxidizing agents, strong acids.

Sources

7.3 Specific end use(s)

- Refer to Section 1.2 - Relevant identified uses.

Section 8 - Exposure Controls/Personal Protection

8.1 Control parameters

Exposure Limits/Guidelines • No applicable exposure limits available for product or components.

8.2 Exposure controls

Engineering Measures/Controls • Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values.

Personal Protective Equipment

Pictograms



Respiratory

- In case of insufficient ventilation, wear suitable respiratory equipment.

Eye/Face

- Wear safety glasses.

Skin/Body

- Wear appropriate gloves.

General Industrial Hygiene Considerations

- Do not get in eyes or on skin or clothing. Handle in accordance with good industrial hygiene and safety practice.

Environmental Exposure Controls

- Follow best practice for site management and disposal of waste.

Section 9 - Physical and Chemical Properties

9.1 Information on Physical and Chemical Properties

| Material Description | | | |
|----------------------|---------------------|------------------------|--|
| Physical Form | Solid | Appearance/Description | Colorless to white crystalline or compressed block/pellet. |
| Color | Colorless to White. | Odor | Odorless |

| | | | |
|-------------------------------------|------------------------------------|-----------------------|--------------------|
| Particulate Type | Dust Crystalline | Particulate Size | Variable |
| Odor Threshold | Data lacking | | |
| General Properties | | | |
| Boiling Point | 1413 to 1461 C(2575.4 to 2661.8 F) | Melting Point | 801 C(1473.8 F) |
| Decomposition Temperature | Data lacking | pH | 7 Approximately |
| Specific Gravity/Relative Density | 2.165 Water=1 | Bulk Density | Variable |
| Water Solubility | Soluble 0.36 g/cc @ 20 C(68 F) | Viscosity | Not relevant |
| Explosive Properties | Not relevant. | Oxidizing Properties: | Not relevant. |
| Volatility | | | |
| Vapor Pressure | Not relevant | Vapor Density | Not relevant |
| Evaporation Rate | Not relevant | | |
| Flammability | | | |
| Flash Point | Not relevant | UEL | Not relevant |
| LEL | Not relevant | Autoignition | Not relevant |
| Flammability (solid, gas) | Not flammable. | | |
| Environmental | | | |
| Octanol/Water Partition coefficient | Not relevant | | |

9.2 Other Information

- No additional physical and chemical parameters noted.

Section 10: Stability and Reactivity

10.1 Reactivity

- No dangerous reaction known under conditions of normal use.

10.2 Chemical stability

- Stable

10.3 Possibility of hazardous reactions

- Hazardous polymerization will not occur.

10.4 Conditions to avoid

- Incompatible materials.

10.5 Incompatible materials

- Strong oxidizing agents, strong acids.

10.6 Hazardous decomposition products

- Will react with strong acids to generate hydrogen chloride and with strong oxidizing agents to generate chlorine gas.

Section 11 - Toxicological Information

11.1 Information on toxicological effects

| Component Name | CAS | Data |
|-------------------------|---|---|
| Sodium chloride (> 99%) | 7647-14-5 | Acute Toxicity: orl-rat LD50:3000 mg/kg |
| GHS Properties | Classification | |
| Acute toxicity | EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met | |

| | |
|-------------------------------|---|
| Aspiration Hazard | EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met |
| Carcinogenicity | EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met |
| Germ Cell Mutagenicity | EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met |
| Skin corrosion/Irritation | EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met |
| Skin sensitization | EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met |
| STOT-RE | EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met |
| STOT-SE | EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met |
| Toxicity for Reproduction | EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met |
| Respiratory sensitization | EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met |
| Serious eye damage/Irritation | EU/CLP•Classification criteria not met OSHA HCS 2012•Classification criteria not met |

Potential Health Effects

Inhalation

Acute (Immediate)

- Under normal conditions of use, no health effects are expected. Inhalation of dust may cause mild irritation to mucous membranes, nose and throat. Symptoms may include coughing, dryness and sore throat.

Chronic (Delayed)

- No data available.

Skin

Acute (Immediate)

- Under normal conditions of use, no health effects are expected.

Chronic (Delayed)

- No data available.

Eye

Acute (Immediate)

- Based upon practical use and experience using this product eye irritation is not expected to occur.

Chronic (Delayed)

- No data available.

Ingestion

Acute (Immediate)

- Ingestion may cause the following symptoms - diarrhea.

Chronic (Delayed)

- No data available.

Key to abbreviations

LD = Lethal Dose

Section 12 - Ecological Information

12.1 Toxicity

- Material data lacking.

12.2 Persistence and degradability

- Material data lacking.

12.3 Bioaccumulative potential

- Material data lacking.

12.4 Mobility in Soil

- Material data lacking.

12.5 Results of PBT and vPvB assessment

- No PBT and vPvB assessment has been conducted.

12.6 Other adverse effects

- No studies have been found.

Section 13 - Disposal Considerations

13.1 Waste treatment methods

Product waste • Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Packaging waste • Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Section 14 - Transport Information

| | 14.1 UN number | 14.2 UN proper shipping name | 14.3 Transport hazard class(es) | 14.4 Packing group | 14.5 Environmental hazards |
|-----------|----------------|------------------------------|---------------------------------|--------------------|----------------------------|
| DOT | NDA | Not regulated | NDA | NDA | NDA |
| TDG | NDA | Not regulated | NDA | NDA | NDA |
| IMO/IMDG | NDA | Not regulated | NDA | NDA | NDA |
| IATA/ICAO | NDA | Not regulated | NDA | NDA | NDA |

14.6 Special precautions for user

- None known.

14.7 Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code • Not relevant.

Section 15 - Regulatory Information

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

SARA Hazard Classifications

- None

| State Right To Know | | | | |
|---------------------|-----------|----|----|----|
| Component | CAS | MA | NJ | PA |
| Sodium chloride | 7647-14-5 | No | No | No |

Inventory

| Component | CAS | Canada DSL | Canada NDSL | China | EU EINECS | EU ELNICS |
|--------------------|-----------|------------|-------------|-------|-----------|-----------|
| Sodium chloride | 7647-14-5 | Yes | No | Yes | Yes | No |
| Inventory (Con't.) | | | | | | |
| Component | CAS | Japan ENCS | Korea KECL | TSCA | | |
| Sodium chloride | 7647-14-5 | Yes | Yes | Yes | | |

Canada

Labor

Canada - WHMIS - Classifications of Substances

- Sodium chloride 7647-14-5 > 99% Uncontrolled product according to WHMIS classification criteria

Canada - WHMIS - Ingredient Disclosure List

- Sodium chloride 7647-14-5 > 99% Not Listed

Environment

Canada - CEPA - Priority Substances List

- Sodium chloride 7647-14-5 > 99% Not Listed

Europe

Other

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Classification

- Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Concentration Limits

- Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Labelling

- Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Notes - Substances and Preparations

- Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Safety Phrases

- Sodium chloride 7647-14-5 > 99% Not Listed

Mexico

Other

Mexico - Hazard Classifications

- Sodium chloride 7647-14-5 > 99% Not Listed

Mexico - Regulated Substances

- Sodium chloride 7647-14-5 > 99% Not Listed

United States

Labor

U.S. - OSHA - Process Safety Management - Highly Hazardous Chemicals

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - OSHA - Specifically Regulated Chemicals

- Sodium chloride 7647-14-5 > 99% Not Listed

Environment

U.S. - CAA (Clean Air Act) - 1990 Hazardous Air Pollutants

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Hazardous Substances and their Reportable Quantities

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Radionuclides and Their Reportable Quantities

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances EPCRA RQs

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances TPQs

- Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 313 - Emission Reporting

- Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - CERCLA/SARA - Section 313 - PBT Chemical Listing**
- Sodium chloride 7647-14-5 > 99% Not Listed

United States - California

Environment

- U.S. - California - Proposition 65 - Carcinogens List**
 - Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - Developmental Toxicity**
 - Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - Maximum Allowable Dose Levels (MADL)**
 - Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - No Significant Risk Levels (NSRL)**
 - Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - Reproductive Toxicity - Female**
 - Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - California - Proposition 65 - Reproductive Toxicity - Male**
 - Sodium chloride 7647-14-5 > 99% Not Listed

United States - Pennsylvania

Labor

- U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List**
 - Sodium chloride 7647-14-5 > 99% Not Listed
- U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances**
 - Sodium chloride 7647-14-5 > 99% Not Listed

United States - Rhode Island

Labor

- U.S. - Rhode Island - Hazardous Substance List**
 - Sodium chloride 7647-14-5 > 99% Not Listed

15.2 Chemical Safety Assessment

- No Chemical Safety Assessment has been carried out.

Section 16 - Other Information

- | | |
|--|--|
| Last Revision Date | <ul style="list-style-type: none">• 07/June 2019 |
| Preparation Date | <ul style="list-style-type: none">• 07/June 2019 |
| Disclaimer/Statement of Liability | <ul style="list-style-type: none">• The responsibility to provide a safe workplace remains with the user. The user should consider the health hazards and safety information contained herein as a guide and should take those precautions required in an individual operation to instruct employees and develop work practice procedures for a safe work environment. The information contained herein is, to the best of our knowledge and belief, accurate. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by use of this material. It is the responsibility of the user to comply with all applicable federal, state, and local laws and regulations. Nothing contained herein is to be construed as a recommendation for use in violation of any patents or of applicable laws or regulations. |

Key to abbreviations

NDA = No data available

Revision History

Monday, June 15, 2015

Add "Hi-Purity Super Soft Salt Extra Coarse Crystals" F154040000G and
KD Industrial Salt F137300000Z

Tuesday, August 25, 2015

Add -Premium Salt Pellets F115040006G
Add – PureSun Culinary Crystals

Tuesday, November 17, 2015

| | | |
|-----|--|-------------------------------|
| Add | F154160000Z Bulk ISCO Medium | ISCO Medium, Bulk |
| | F154150000Z Bulk ISCO Crystals | ISCO Crystals, Bulk |
| | F154220000Z Bulk ISCO Water Conditioning | ISCO Water Conditioning, Bulk |

Thursday, August 04, 2016

Add PureSun TFC Culinary Crystals
PureSun Culinary Crystals – Coarse

Thursday, October 6, 2016

Port Canaveral Product List
Coarse Sea Salt
Extra Coarse Sea Salt
Extra Fine 50 Sea Salt
Extra Fine 70 Sea Salt
Medium Sea Salt
PureSun Culinary Crystals
Sea Salt
Select Sea Salt

Also Pure and Natural Water Softener Crystals

October 11, 2017

Add
Bulk Culinox 999 NC
Bulk Extra Coarse Solar Salt Undried NC
Bulk KD Industrial Salt NC
Bulk Purex Salt NC
Bulk Rock Salt NOC 17F NC
Bulk Rock WC Extra Coarse Southern NC
Bulk Rock White Crystal Coarse Southern NC
Bulk Solar Coarse Salt Undried NC
Bulk Solar Industrial Crude Salt NC
Bulk Solar WC Extra Coarse Salt NC
Bulk Solar White Crystal Coarse Salt NC
Bulk Solar White Crystal Medium Salt NC
Screened Bulk Solar Undried Salt NC

Monday, December 4, 2017

Add Fine Solar Salt

Monday, May 7, 2018

Add Bulk Solar Salt

Wednesday, November 7, 2018

Delete PureSun TFC Culinary Crystals

Tuesday, December 4, 2018
Add White Pretzel Salt

Friday, June 7, 2019
Add Screened Bulk Solar Undried Salt



MORTON SALT PRODUCT DATA SHEET

Morton® Bulk Solar Industrial Crude Salt

Description

- This salt is made from crude solar salt either imported from the Bahamas, Brazil, Mexico or produced domestically.
- The salt is produced from brine impounded in open shallow ponds where the brine is concentrated and ultimately crystallized through slow evaporation by solar heat and wind.
- Fractional crystallization and washing voids much of the inorganic salt impurities present in the brine.
- There are no additives.
- Solar salt tends to crystallize in pyramidal aggregates which break up in harvesting and handling into irregular, somewhat rectangular particles. Appearance is crystalline to white with some incidence of a gray to tan shading.
- Meets AWWA Standard B200 for Sodium Chloride.
- This product is certified to NSF/ANSI/CAN 60.

Notice

- This product is not suitable for direct incorporation into food since it is not manufactured in compliance with 21 CFR 117 - Current Good Manufacturing Practice, Hazard Analysis, and Risk-Based Preventive Controls for Human Food.

Chemical Properties

| Analyte | u/m | Range | Note |
|--------------------------------|-----|---------|------|
| Sodium Chloride | % | >=99.3 | 1 |
| Calcium Sulfate | % | <=0.30 | |
| Calcium & Magnesium as Calcium | PPM | <=1,500 | |
| Other Salts | % | <=0.56 | 2 |
| Water Insolubles | % | <=0.14 | |
| Moisture (Surface) | % | <=4.30 | |

- Note 1. By difference of impurities, moisture-free basis (ASTM Methods).
- Note 2. One or more of the following salts -- calcium chloride, magnesium sulfate, magnesium chloride and sodium sulfate.

Physical Properties

- Range loose (pour) bulk density (g/ml): 0.95 - 1.40
- Range loose (pour) bulk density (lbs/cu.ft.): 59 - 87



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|--|
| PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA | CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com | |
| | INSURER(S) AFFORDING COVERAGE INSURER A: HDI Global Insurance Company INSURER B: Zurich American Insurance Company INSURER C: American Zurich Insurance Company INSURER D: INSURER E: INSURER F: | NAIC # 41343 16535 40142 |

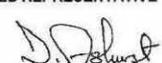
COVERAGES **CERTIFICATE NUMBER:** W19654871 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|---|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | Y | GLD11429-11 | 01/01/2021 | 01/01/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ | |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | BAP 6221209 07 | 01/01/2021 | 01/01/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | No | N/A | WC 6221212 07 | 01/01/2021 | 01/01/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B | Workers Compensation & Employers Liability - Retro Per Statute | | | WC 6221213 07 | 01/01/2021 | 01/01/2022 | E.L. Each Accident \$1,000,000 E.L. Disease-EA EMPL \$1,000,000 E.L. Disease-Pol Lmt \$1,000,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

| | |
|---|---|
| CERTIFICATE HOLDER City of Boca Raton Purchasing Division /Room 105 201 W. Palmetto Park Road Boca Raton, FL 33432 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |



ADDITIONAL REMARKS SCHEDULE

| | | | |
|--|-------------------------|---|--|
| AGENCY Willis Towers Watson Midwest, Inc. | | NAMED INSURED Morton Salt, Inc. 444 West Lake Street, Suite 3000 Chicago, IL 606060090 | |
| POLICY NUMBER See Page 1 | | EFFECTIVE DATE: See Page 1 | |
| CARRIER See Page 1 | NAIC CODE See Page 1 | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The City of Boca Raton is named as Additional Insured with respect to General Liability.

INSURER AFFORDING COVERAGE: Zurich American Insurance Company NAIC#: 16535
 POLICY NUMBER: EWS 6221214 07 EFF DATE: 01/01/2021 EXP DATE: 01/01/2022

| TYPE OF INSURANCE: | LIMIT DESCRIPTION: | LIMIT AMOUNT: |
|----------------------------|----------------------|---------------|
| Workers Compensation | E.L. Each Accident | \$1,000,000 |
| & Employers Liability - OH | E.L. Disease-EA EMPL | \$1,000,000 |
| Per Statute | E.L. Disease-Pol Lmt | \$1,000,000 |



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

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

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

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

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

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

"WORKING TOGETHER TO REDUCE COSTS"

GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Boca Raton Purchasing Division (hereafter referred to as "City"). The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in any document related to the Invitation to Bid (ITB).

PART I INSTRUCTIONS TO BIDDERS:

- 1.01 STATEMENT OF PRECEDENCE OF GENERAL TERMS AND CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
- 1.02 GENERAL INFORMATION:** These documents constitute the complete set of specification requirements and Bid forms. The Bid submittal, including all Bid sheets and attachments, must be filled in completely, executed and submitted. Bid Tabulations and Award Recommendations will be posted on the Purchasing Division Website at <https://www.myboca.us/253/Tabulations-Award-Recommendations>.
- 1.03 BIDDER NOTIFICATION:** Notice of the ITB's will be emailed first to Bidders who have fully registered on the City's online registration system. The City maintains automated vendor e-mail lists for each specific Commodity Code for sending the ITB. Unregistered Bidders may request a notice of a particular Bid, which will be faxed or emailed within a reasonable time frame, for that Bid only. Neither the faxing or emailing of one ITB notice to vendor, or a Bid in return, will register a vendor on the City's registration system. Bidders may register on the City's website by visiting <https://www.myboca.us/244/Supplier-Registration>
- 1.04 SUBMISSION, RECEIPT, AND OPENING OF BIDS:** No Bid shall be considered unless received **prior** to the Bid opening date and time. No Bidder shall submit more than one Bid response to the ITB. Multiple Bid responses from same Bidder shall be cause for City to reject all Bids from that Bidder.

Bidders are encouraged to submit their Bid document via electronic submission when permitted. Bidder's submitting a hard copy Bid in person or by mail should use the proposal forms provided by the City. Failure to use the City ITB forms may cause the Bid to be rejected. No Bid shall be accepted by facsimile, and therefore, any Bid submittals sent via facsimile shall be rejected by the City.

For hardcopy Bid submittals, the following applies: (1) Bid shall be submitted directly to the Purchasing Office at 201 W. Palmetto Park Road, Boca Raton, FL, 33432 in a sealed opaque envelope; (2) Any erasures or corrections on the ITB forms must be made in ink and initialed by Bidder; (3) All information submitted by the Bidder in the Bid document shall be printed, typewritten or handwritten in ink; (4) Bids shall be signed in ink; (5) When a particular ITB requires multiple copies of Bids, all must be included in a single envelope or package properly sealed and identified with the Bid number and name of Bidder on outside of the package.

Bids will be publicly opened in the Purchasing Office, City Hall, 201 W. Palmetto Park Road, Boca Raton, FL or other designated area. Bids will be opened, tabulated and made available for review by Bidders and the public in accordance with applicable regulations.

- 1.05 ADDENDUMS:** The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes or additional information may be provided by the City. **It shall be the responsibility of each Bidder, during and prior to Bid submittal to visit the City of Boca Raton Purchasing Division Bidding Opportunities link at <https://brpurch.ionwave.net/CurrentSourcingEvents.aspx> or contact the Purchasing Division at 561-393-7871 to determine if addendums were issued to any particular ITB and to obtain such addendums from the Purchasing Division Online bidding website.**

The City will make every effort to notify registered Bidders by email that an addendum has been made to the Bid. The City shall not be responsible for providing notice of addenda to potential Bidders who receive a Bid package from other sources. Bidders requesting addendums to be sent via U.S. mail or a mail service will be at Bidders' cost and the risk of misdelivery shall be Bidder's.

- 1.06 NO BIDS:** If you do not intend to Bid, please indicate the reason and return a no-bid response to the City. Failure to Bid or return no Bid comments, prior to the Bid due date, may result in your firm being deleted from the City's Bidder registration system.

Part II DEFINITIONS:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its General Terms and Conditions, Special Conditions, technical specifications, instructions to Bidders, addenda, and any other document used in the bidding process:

AWARD – The written notice from the Purchasing Manager of the acceptance of a Bid or proposal deemed by the proper authority of the City to be in the best interests of the City.

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

BIDDER/SUPPLIER – Person or firm submitting a Bid.

BUSINESS DAYS- Monday through Friday, excluding National Holidays

CALENDAR DAYS – Monday through Sunday, including National Holidays

CONTRACT – Any agreement, regardless of style or form, for the procurement of commodities, services, or construction.

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.

DAYS – Calendar Day, Monday through Sunday, including National Holidays

INVITATION TO BID (ITB) – All documents, whether attached or incorporated by reference, utilized for soliciting sealed Bids.

MAY – Denotes the permissive.

RESPONSIBLE BIDDER or Offeror – A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

RESPONSIVE BIDDER – A person who has submitted a Bid that conforms in all material respects to the requirements set for in the ITB, or solicitation.

SHALL – Denotes the imperative.

SUCCESSFUL BIDDER - The best, qualified, Responsible, and Responsive Bidder to whom the City makes an award.

PART III BIDDING AND AWARD PROCEDURES:

3.01 BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will remain valid for acceptance by the City for a period of ninety (90) days from the date of Bid opening.

3.02 AWARD AND REJECTION OF BIDS:

The City will award to the low Responsive Responsible Bidder whose product or service meets the terms, conditions, and specifications of the ITB as deemed in the City's best interest.

The City reserves the right to:

(1) 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, and at its discretion, request a re-bid; (2) award the contract in accordance with the Special Conditions.

In determining the responsiveness of the offer and the responsibility of the Bidder, the following may be considered when applicable: (1) the ability, capacity and skill of the Bidder to perform as required; (2) whether the Bidder can perform promptly, or within the time specified, without delay or interference; (3) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (4) the quality of past performance by the Bidder; (5) the previous and existing compliance by the Bidder with related laws and ordinances; (6) the sufficiency of the Bidder's financial resources; (7) the availability, quality and adaptability of the Bidder's supplies or services to the required use; and (8) the ability of the Bidder to provide future maintenance, service or parts.

The City reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. Failure of Bidder to comply with the conditions set forth in the ITB may result in the Bid being considered non-responsive by the City.

3.03 PRICES QUOTED: Bidder shall deduct trade discounts, and quote firm net prices. If required, the Bidder shall 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 by the Bidder to tie any item or items contained in the ITB with any other business with the City.

- 3.04 MISTAKES:** Bidders are cautioned to examine all documents pertaining to the ITB. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly.
- 3.05 TAXES:** The City of Boca Raton is exempt from Federal and State taxes on direct purchase of tangible property. The Purchasing Office will supply the successful Bidder with an exemption certificate or it may be obtained from the City's website at <https://www.myboca.us/239/Supplier-Information-Help>. Vendors or Contractors doing business with the City of Boca Raton shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.
- 3.06 BUSINESS TAX RECEIPT:** Bidder shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the Bid.
- 3.07 CONTRACTOR LICENSE:** The Bidder Name identified on the Signature of Bidder form shall be fully licensed, to the extent required by Florida or Federal law, at time of Bid opening for type of work to be performed in order for their Bid to be considered. County or locally licensed contractors must be registered with the State of Florida DBPR Construction Industry Licensing Board at time of Bid opening. Copies of all applicable certificates, registrations and licenses must be submitted with the Bid and must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.
- 3.08 WARRANTIES OF USAGE:** Any quantities listed in the ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. The City reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.
- 3.09 ALTERNATIVES/APPROVED EQUAL/DEVIATIONS:** Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. An alternate will be considered, but shall be equal to or better in quality to what was specified and must include descriptive literature and/or specifications. It is the Bidder's responsibility to provide adequate information regarding an alternate to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, the Bid may be rejected. The determination as to whether any alternate is equal or better or is not equal shall be made solely by the City of Boca Raton and such determination shall be final and binding upon all Bidders.
- 3.10 MINIMUM AND MANDATORY SPECIFICATIONS:** The Bid specifications may include items that are considered minimum or required. If any Bidder is unable to meet, or exceed these items, and is of the opinion that the specifications are overly restrictive, Bidder must notify the Purchasing Division immediately. Such notification must be received in writing by the Purchasing Office prior to the deadline contained in the Special Conditions, for questions of a material nature, or prior to seven (7) business days before Bid due 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 and all objections are waived by the Bidder.
- 3.11 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested by the City to determine suitability. Samples shall be requested after the date of Bid opening, and if requested, shall be provided by Bidder to the City within seven (7) business days of request. Samples, when requested, must be furnished **free of expense** to the City and if not used in testing or destroyed, and upon request of the Bidder, will 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 location selected by the City. Failure to provide samples or demonstrations as specified by the City may result in rejection of the Bid.
- 3.12 PUBLIC RECORDS:** Bidders are advised that the Sunshine Law and Public Records Act (Chapters 286 and 119, Florida Statutes, respectively) are applicable to the City. Information and materials received by the City in connection with an ITB response, as provided by Florida law, are public records.
- 3.13 DRUG FREE WORKPLACE PROGRAMS:** Preference shall be given to business with Drug-Free Work Place programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, the Bidder that provided proof to the City that it has a written Drug Free Work Place program shall be given preference in the award process.

- 3.14 LEGAL REQUIREMENTS:** Bidder shall comply with applicable provisions of all federal, state, county laws, City of Boca Raton Code of Ordinances, rules and regulations and the City of Boca Raton Procurement Code. Lack of knowledge of any such provision, by any Bidder, shall not constitute a cognizable defense against the legal effect thereof. Pursuant to Chapter 2 (Administration), Article VIII (Lobbyist Registration), Sections 2-351 through 2-357, Palm Beach County, Florida, Code of Ordinances, any person who acts as a lobbyist must register with Palm Beach County's Central Lobbyist Registration Site, prior to engaging in lobbying activities before City of Boca Raton staff, boards, committees and / or the City Council, or any member thereof. Lobbyist Registration Forms are available at:
<https://secure.co.palm-beach.fl.us/lrs/Main/Login.aspx?ReturnUrl=%2flrs%2f>
- 3.15 PROCUREMENT CODE:** A copy of the Procurement Code is available for your review at <https://www.myboca.us/239/Supplier-Information-Help>.
- 3.16 PUBLIC ENTITY CRIMES:** In accordance with the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, 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.
- 3.17 CODE OF ETHICS/CONE OF SILENCE:** If any Bidder is found to be in violation of the Code of Ethics of the City of Boca Raton and/or the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which the Bid is submitted and may be further disqualified from bidding on any future Bids for work or for goods or services for the City of Boca Raton. A copy of the City and State Ethics Codes is available at the office of the City Clerk, City of Boca Raton, 201 W. Palmetto Park Road, Boca Raton, Florida.

Bidder shall comply with all Florida laws relating to conflicts of interest, including Section 112.313, Florida Statutes and shall under appropriate circumstances, submit Form 3A, Interest in Competitive Bid for Public Businesses. This form may be obtained from the City of Boca Raton website at:
<https://www.myboca.us/230/Purchasing-Division>

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Boca Raton. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this Bid. You are required to comply with Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance during this procurement process. The complete Palm Beach County Lobbyist Registration Ordinance, including Section 2-355, may be found on the Palm Beach County Ethics website at http://www.palmbeachcountyethics.com/pdf/Lobbyist_Registration_Ordinance-2012.pdf.

- 3.18 NON-COLLUSION:** Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any violation thereof may result in contract cancellation, return of materials or discontinuation of services and may be removed from the vendor Bid list(s).
- 3.19 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, as provided by law, if such action is in its best interest.

PART IV INSURANCE

- 4.01 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City. The Contractor shall provide to the Purchasing Division original certificates of current coverage meeting all such requirements and specifications prior to engaging in any activities under this contract. The certificates must list the City as an ADDITIONAL INSURED and shall provide no less than thirty (30) days written notice to the City of cancellation or material change. Further modification of the insurance requirements may be made if circumstances change or adequate protection of the City is not presented.

4.02 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall, in addition to any other obligation to defend, indemnify the City of Boca Raton Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Boca Raton, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

This provision shall not be deemed to waive any of the rights or immunities accorded to the City by section 768.28, Florida Statutes, or any other applicable law.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 METHOD OF ORDERING: Items shall be ordered via an individual purchase order.

5.02 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 in the ITB or as otherwise accepted by the City.

Deliveries shall be made in accordance with City of Boca Raton security procedures.

5.03 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to a Bid award shall remain the property of the Bidder 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 Bid, be of the required quality, new, and the latest model, unless specified in the Special Conditions. 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 satisfactory acceptance of materials or services.

5.04 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES: 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 delivery of items not conforming to specifications, or late delivery may result in enforcement of all remedies in law or equity or as specified in the City's Procurement Code.

5.05 CHANGES / MODIFICATIONS: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee that changes or modifies the requirements of the ITB and or Contract. Only those communications, which are in writing from an authorized representative of the City and the Contractor, in accordance with the City of Boca Raton Procurement Code and or purchasing operating procedures, may vary the terms of the written Bid or contract.

5.06 PAYMENT TERMS, CASH DISCOUNTS AND INVOICES: 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 a correct invoice at the office specified, whichever occurs last.

Partial billing will not be accepted unless authorized specifically in the Special Conditions.

Invoices must be submitted against each individual purchase order. Invoices without a correct and valid purchase order number may not be processed for payment.

Request for payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this Bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- (a) Timely submission of a properly certifiable invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, submitted to: invoices@myboca.us or The City of Boca Raton, Financial Services Department
City Hall, 201 W. Palmetto Rd, Boca Raton, FL 33432
PH: 561-393-7727
- (b) All invoices submitted shall: consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain the date of delivery; contain an original or legible copy of signed delivery receipt including both manual and printed name of a designated City of Boca Raton employee or authorized agent who received the goods; and identify invoice as "partial" or "final".
- (c) The invoice shall contain the Bidder's Federal Employer Identification number and clearly reference the Contractor's Business name and address for payment.

5.07 SAFETY STANDARDS: Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state and local requirements. For on-site contractor services, the City reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.

5.08 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB, Bidder will supply only material or equipment that is 100% asbestos free.

5.09 OTHER GOVERNMENTAL ENTITIES: When there is sufficient capacity or quantities available, awarded Bidder may 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. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

5.10 INDEPENDENT CONTRACTOR: Contractor undertakes performance of the services as an independent contractor and shall be wholly responsible for the methods of performance. The Contractor, nor the sub-contractor or their employees or their agents, shall not receive any City benefits, stipend or privileges afforded to City employees.

5.11 ASSIGNMENT: The City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this contract. Any assignment, sale, pledge or conveyance of this contract by Contractor must be previously approved in writing by the City.

5.12 NON EXCLUSIVE CONTRACT: Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

5.13 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this ITB/Contract, or if the Contractor shall violate any of the provisions of this contract, the City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this contract, or with such part or parts of the contract as to which there has been default, and may hold the Contractor liable for all 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 contract 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 contract 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.

- 5.14 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract in whole or in part by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this contract 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.
- 5.15 TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period. Continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law, and contract, and shall be terminated without penalty to the City and without any default upon the last day in which funds were last appropriated.
- 5.16 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and supporting records in accordance with generally accepted accounting practices and standards for records directly related to this contract for a minimum of (1) year beyond the last day of the contract term. The form of all records and reports shall be subject to the approval of the City. The Contractor agrees to make available for review and audit to the City and or City Consultant, during normal business hours and in Broward, Miami Dade or Palm Beach Counties, all books of account, reports and supporting records relating to this contract for the duration of the contract and for one year following the last day of the contract.
- 5.17 POST SALE AUDIT ADJUSTMENT:** All items sold to the City of Boca Raton as a result of this Bid are subject to Post Sale Audit Adjustment. In the event that an audit reveals the vendor has not honored quoted pricing, price lists or discount structures, vendor will be liable and will be invoiced and collected with (30) days for any and all overstated charges. Failure to remit may result in termination of the contract.
- 5.18 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, which comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract. City of Boca Raton permit fees will be waived by the City; however, fines and penalties will be assessed based upon standard fee structure.
- 5.19 CONTRACTOR REGISTRATION:** 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. Contractors awarded work involving a permit shall register with the City of Boca Raton License Office prior to performing the work.
- 5.20 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.
- 5.21 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, county, local and municipal laws, ordinances rules and regulations that would apply to this contract. Further, Contractor acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement.
- 5.22 COMPLIANCE WITH CITY OF BOCA RATON ORDINANCE:** Awarded vendor shall comply with all applicable Boca Raton City Ordinances, including, but not limited to, 16-57, "Display of Identification on Trucks and Related Commercial Vehicles", which mandates vehicles be designated by lettering of two inches minimum size on either side of the vehicle indicating the name and address of the person owning or operating the same for commercial use.
- 5.23 GOVERNING LAW AND VENUE:** Contracts shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. By entering into this award, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this award.

5.24 NON-DISCRIMINATION: The City of Boca Raton is an equal opportunity employer and prohibits discrimination on the basis of race, color, religion, national origin, sex, age, marital status, disability, and/or political affiliation in all aspects of its personnel policies and procedures, programs, practices and operations.

5.25 CITY POLICIES: Awarded contractor shall comply with the City of Boca Raton Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Boca Raton Human Resources Division. Violations of these policies may result in cancellation of the contract.

5.26 ADDITIONAL DISCOUNTS: Should sales promotions occur during the term of the contract that lower the price of the procured item or items, the vendor shall extend to the City the lower price offered by the manufacturers or Vendors on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change, quantity discounts, or otherwise, should be passed on to the City of Boca Raton.

5.27 PUBLIC RECORDS:

A. The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. A Contractor providing services shall comply with Florida's Public Records Law and therefore shall comply with Section 119.0701, Florida Statutes. Specifically, Contractor shall:

- 1) Keep and maintain all public records related to the performance of the services.
- 2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records, or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed that provided in chapter 119, Florida Statutes, or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.
- 4) Upon completion or other termination of the contract, keep and maintain the public records required by the City to perform the services. Contractor shall meet all applicable requirements for retaining public records set out in Florida law.
- 5) In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the City all records that were stored electronically by Contractor, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

B. The failure of Contractor to comply with the provisions set forth in this Article, or to comply with the City's request for records, shall constitute a default and breach of this Agreement, and the City shall, in its discretion, pursue any and all remedies against Contractor provided for under this contract or at law.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740, BRCITYCLERK@MYBOCA.US, CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.

5.28 SCRUTINIZED COMPANIES

- A. Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Contract if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.
- B. By entering into this Contract, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel.
- C. Contractor shall notify the City if, at any time during the term of this Contract, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such

notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.

- D. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Contract and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.
- E. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Contract pursuant to this provision.

5.29 E-VERIFY

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Should Contractor violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

SPECIAL CONDITIONS**PART I INSTRUCTION TO BIDDERS:****1.01 INSTRUCTIONS TO BIDDERS**

The City of Boca Raton, Florida is seeking Bids from qualified Bidders for Solar Salt (Bulk) Supply and Delivery, Bid Number 2021-024.

The purpose of this bid is to establish a term contract on behalf of the NIGP Southeast Florida Governmental Purchasing Cooperative group, for the supply and delivery of Sodium Chloride, Solar Salt to be ordered on an as needed basis.

This Bid package contains all of the information and documents necessary to prepare and submit a responsive Bid. Bidders are cautioned to read all of the documentation provided. Bidder will be responsible for complying with all requirements identified herein.

The City of Boca Raton shall not be responsible for the content of Bid response packages or addenda received from any third party source.

Due date and time for Bid response: **Bid shall be received prior to 3:00 p.m. local time (Boca Raton, FL) on May 3, 2021.**

HOW TO RESPOND TO THIS BID

1. Either of the following two options may be utilized by a Bidder to submit a sealed Bid response.

- A. Submission of the Bid response by electronic transmission using the City's electronic bid system located at <https://brpurch.ionwave.net/Login.aspx>. In order to submit the bid electronically: (1) the Bidder must print the Bid documents; (2) all required bid data/information must be added to the Bid documents and included forms; (3) an individual authorized to contractually bind the Bidder must sign all required Bid forms; (4) the entire Bid response and all signed forms must be scanned to PDF format; and (5) the Bidder shall upload the scanned Bid response and signed Bid forms to the City's electronic bid system pursuant to the directions in the electronic bid system. Please note that the maximum file size is 100 MB for an uploaded file.

Bidder's response shall not contain any alteration to the Bid documents that were posted by the City other than entering data, information and signatures required by the Bid in the spaces provided for such data, information and signatures, and by including attachments as necessary. By submission of an electronic Bid response, Bidder affirms that a complete set of Bid documents was obtained from the City's electronic bid system and that Bidder made no alteration of any kind or nature to the Bid documents other than entering data, information and signatures required by the Bid or by including attachments as part of the Bid response.

Electronic Bid submissions are only permitted to be upload prior to 3:00 p.m. on the Bid due date. Any attempt to upload a late Bid response at or after 3:00 p.m. on the Bid due date will be rejected by the City's electronic bid system.

It is highly recommended that Bidders submit their Bid response as an electronic submission using the City's electronic Bid system.

- B. Delivery of the Bid response as a sealed paper Bid response.
The City will receive Bids at the following address:

City of Boca Raton
City Hall / Attn: Purchasing Division
201 W. Palmetto Park Road
Boca Raton, FL 33432

- i. The envelope shall be identified on the outside with the Bidder's name and address, and the notation: "Bid No. 2021-024, Cartridge Filters for Potable Water".

ii. Bidders are instructed to enter building through the front entrance door (North side of City Hall Building) when hand delivering bids.

iii. Check in at the reception area and identify that you have a Bid package for delivery to the Purchasing Division. A representative from the Purchasing Division will be contacted to receive the Bid submittal or will already be at that reception area. The Purchasing Division representative will place a date/time stamp on your Bid submittal package to confirm receipt is prior to the closing date and time.

Please note: The City may have special procedures for COVID-19 that person delivering the Bid will be required to follow (i.e. masks must be worn for entrance to City Hall)

iv. Bidders are responsible for verifying that they have received and viewed all bid pages. Bidders are requested to submit an original and no copy of their bid document for review by the City.

2. **A Bid response submitted either by upload or by hand-delivery after the specified due date and time will be rejected.** As indicated above, the City's electronic bid system will not accept Bid responses that are attempted to be submitted after the due date/time. As to a hand-delivered Bid response, it will be rejected and returned unopened when the Bidder attempts to hand-deliver it or it will be rejected when it is attempted to be hand-delivered by a third party mail service. If the Bid response is delivered after the required date and time and a City representative is not available to reject it, that Bidder will be notified that the Bid response was submitted after the required/specified date and time and the City will return the Bid response, as long as the Bidder name and address is available on the Bid response package.

The names of the Bidders who have submitted a Bid response will be made available on the Purchasing Division Web page <https://www.myboca.us/253/Tabulations-Award-Recommendations>

3. A Bidder's Bid response (either uploaded or hand-delivered) shall be signed only by an individual authorized by the Bidder to both execute such bids and to bind the Bidder. For electronic submissions, the signature included shall be deemed an original signature, shall be binding on the Bidder, and shall be relied upon by the City as a document authorized by the Bidder for all purposes.

Online real-time viewing of sealed Bid openings, in lieu of physical assembly for viewing, will proceed in the same manner as procurement ordinarily performs such openings as detailed in Exhibit A, as attached herein.

1.02 INFORMATION

Any questions by prospective Bidders should be directed to Neil Phillips, Buyer, Purchasing Division, by email at nphillips@myboca.us, who is authorized only to direct inquiries to various portions of the Bid so Bidders may read and interpret such for themselves. No authorization is allowed by any City of Boca or Purchasing Division personnel to interpret, or give information as to Bid requirements in addition to that, which is contained in the written Bid document. Interpretations of the Bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written addendum after written requests have been received from the Bidder. **In conjunction with General Term and Condition number 3.10, written requests must be received seven (7) business days prior to the Bid closing date.**

Any ambiguities, inconsistencies or questions should be brought to the attention of the City by submitting an email to nphillips@myboca.us with reference to the Bid number and title in the subject line.

PART II DEFINITIONS:

2.01 DEFINITIONS / ACRONYMS

- NIGP: National Institute of Governmental Purchasing
- Co-Op: Southeast Florida Governmental Purchasing Cooperative group
- Lead Agency: City of Boca Raton
- ANSI: American National Standards Institute
- MFG: Manufacturer
- NSF: National Science Foundation
- Entity: Throughout this document, Entity often refers to a participating governmental agency of the Southeast Florida Governmental Purchasing Cooperative Group.

- Public Entity: "Public entity" shall mean one of the following: A local agency, state agency, federal agency, county, municipality, public school/university, port authority, drainage district or water district.

PART III BIDDING AND AWARD PROCEDURES:

3.01 F.O.B. POINT

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). The successful Bidder shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery point will be indicated on the purchase order.

3.02 QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible Bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed below. The Bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications. If information is not included, the City reserves the right to solicit Bidder for the submission of this information. Failure by Bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in Bidder's bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided Qualification of Bidders Form.

- A. Bidder shall have a minimum of three (3) satisfactory references for similar size Public Entity accounts for the product bid. Similar size shall mean a minimum of 1,200 tons per year. References shall be satisfactorily completed within the time range of 3/1/2017 through 3/1/2021.
- B. The City will not award a bid to any Bidder who cannot provide evidence that their Firm Name identified on the "Signature of Bidder" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

3.03 COMPETENCY OF BIDDERS

Pre-award inspection of the Bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance to ensure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

3.04 BACKGROUND INFORMATION

The City reserves the right, before awarding the Contract to require a Bidder to submit such evidence of his/her qualifications as it may deem necessary and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City.

3.05 REFERENCES

As part of the Bid evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.

3.06 TERMS, CONDITIONS AND SPECIFICATIONS

With the exception of submitting an "Alternate" in accordance with item 3.09 of the "General Terms and Conditions", no additional terms, conditions or specifications included with Bidder's bid response shall be evaluated or considered and any and all such additional terms, conditions and specifications shall have no force and effect and are inapplicable to this Bid. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, vendor quotation/proposal forms, specifications, literature, price lists or warranties, it is understood and agreed the general conditions, special conditions and specifications in this Bid are the only terms applicable to this Bid and Bidder's authorized signature attests to this.

3.07 METHOD OF AWARD

Award recommendations shall be subject to the approval of the City Manager, City Manager designee or City Council as provided for in the City's Code of Ordinances. Award recommendations to be posted on the City of Boca Raton Purchasing Division Notice Board for a period of three business days prior to making the award.

The City reserves the right to award this bid to the lowest responsive, responsible Bidder based on the grand total for all items on the bid or make an award to the lowest responsive and responsible Bidder on an Entity by Entity basis, whichever is deemed to be in the best interest of the City, acting as lead agency on behalf of all other participating Entities.

Bidder is required to bid on all items.

3.08 POST AWARD MEETING

Within seven (7) days after receipt of notification of bid award, successful Bidder shall discuss with each agency's City representative the following:

- Ordering procedures
- Scheduling of services (delivery notifications, hours of delivery for each agency)
- Contact lists for each agency.
- Staff assigned to City contract.

Project Manager for each Entity will arrange for the post award meeting.

City of Boca Raton Project Manager: Ed Catalano, Wastewater Plant Supervisor, ecatalano@myboca.us, 561-338-7332.

3.09 TIE BID RESPONSES

Tie bids shall be made in accordance with item 3.13 of the general conditions. In the event none or multiple firms comply with the Drug-Free Work Place in accordance with Florida Statute 287.087 and the tie bid remains, the following shall apply.

- A. Whenever two Bid Responses, which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a coin toss to determine the single awarded Bidder. Notice of using a coin toss to determine the award will be provided to the two tie Bidders.
- B. Whenever three or more Bid Responses which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a drawing to determine the single awarded Bidder. Notice of using a drawing to determine the award will be provided to the three or more tie Bidders.

PART IV INSURANCE:

4.01 INSURANCE REQUIRED (Proof of ability to obtain insurance to be submitted with bid document.)

4.02 Commercial General Liability

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The Contractor agrees any self-insured retention or deductible shall not exceed \$25,000.

Additional Insured Endorsements

The Contractor agrees to endorse the City of Boca Raton as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with CG 20 10 04 13 endorsement or ISO equivalent.

4.03 Worker's Compensation & Employer's Liability

The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

4.04 Business Automobile Liability

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** per Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which

may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

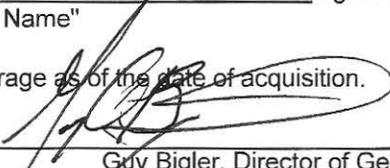
In the event that the Contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the Contractor indicating the following:

Morton Salt, Inc does not own any vehicles.
"Company Name"

In the event we acquire any vehicles throughout the term of his Contract/Agreement,

Morton Salt, Inc agrees to purchase "Any Auto" or
"Company Name"

Comprehensive Form coverage as of the date of acquisition.

Contractor's Signature: 
Guy Bigler, Director of General Manufacturing

4.05 **SUBCONTRACTOR'S INSURANCE**

The Contractor shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverages required of the successful Contractor. Each subcontractor shall furnish to the successful Contractor two copies of the Certificate of Insurance, and successful Contractor shall furnish one copy of the Certificate to the City of Boca Raton.

4.06 **SUPPLEMENTAL PROVISIONS**

1. The insurance policy coverage as outlined herein shall remain in effect for the entire contract period. In the event of coverage cancellation, non-renewal, material change, modification or lapse of coverage, Contractor shall notify the City within thirty (30) business days with written notice of such to the Purchasing Division by email to Purchasing-Insurance@myboca.us.
2. All renewal or replacement certificates of insurance specific to the contract/agreement/award shall be forwarded to the City of Boca Raton Purchasing Division with a copy to the Boca Raton Department as identified in the Purchase Order/Agreement. Original certificates to be sent attention of City of Boca Raton, Purchasing Division, 201 W. Palmetto Park Road, Boca Raton, FL 33432.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 **CONTRACT PERIOD AND RENEWAL**

The initial contract period shall be for one (1) year **automatically** renewed thereafter for three, one-year renewal periods subject to termination clause(s) as provided herein. Automatic contract renewal shall be subject to the appropriation of funds, satisfactory performance and determination that the contract renewal is in the best interest of the City. **The City requires a firm price for the first year of the initial contract period.** Annual renewals will be based on the same terms, conditions, pricing and specifications herein. For the purpose of re-bidding, the contract may be extended at the City's option for a defined period of time, not to exceed six (6) months. Option for extension will only be exercised upon mutual written agreement and with all terms, conditions and unit prices adhered to with no deviations.

Prior to each annual renewal, the City may consider price adjustment(s) only when a written request is received by the Buyer identified herein a minimum of ninety (90) days prior to the renewal date for review by the Lead Agency. Vendor is responsible for verifying that written price request was received by the Buyer within ninety (90) days. Vendor's written request shall identify each bid item affected and proposed price with written justification and supporting documentation attesting that the request is a bona fide cost increase/decrease to the vendor. Failure to submit the required supporting documentation may result in the price adjustment request being denied. Vendor's requested price adjustment is subject to City approval and shall require written acknowledgement from the Buyer. In the event that the City does not wish to accept the adjusted cost(s) and the matter cannot be resolved to the satisfaction of the City, the Contract may be terminated by the City by giving written notice to the Vendor.

In the event that a cost decrease is realized due to changes in the economy (CPI/CPU and/or decreases that are industry specific), the City shall have the right to request and receive from the Vendor a reasonable reduction in costs.

5.02 CONTRACT ALTERATIONS

The City may require additional items/services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor, the City's Project Manager and Purchasing Manager or appointed designee.

5.03 METHOD OF ORDERING

The following supersedes General Condition 5.01

Each participating entity shall issue the Contractor individual purchase order(s) and/or blanket purchase order(s) throughout the term of the award. The participating entity will order requirement(s) on an "as needed" basis. All terms, conditions and prices of this bid are applicable. **Only awarded bid items may be purchased on the Purchase Order.** Vendor is to take all necessary steps to insure this requirement. Invoices must reference individual entity purchase order number.

5.04 DELIVERY

All delivery requirements shall be in accordance with Technical Specifications, item 1.05.

5.05 DEFAULT

In the event that the Contractor cannot respond adequately to the completion time requirements identified herein by reason of equipment failure or any other reason, the Contractor shall advise the City in writing within 24 hours of said inability, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this contract and may cancel the purchase order and any outstanding services with no penalty to the City and obtain from another vendor or from the next lowest responsive, responsible Bidder. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

5.06 QUANTITY

The **estimated** annual requirements for Sodium Chloride, Solar Salt are as noted on Appendix A, the Co-Op Estimated Annual Usage Schedule. All quantities provided are **estimates** of annual usage. The City of Boca Raton and each participating Co-Op entity reserves the right to increase or decrease their total quantities as necessary to meet actual requirements.

5.07 ACCEPTANCE AND PAYMENT

In conjunction with General Term and Condition No. 5.03 and 5.06, The City of Boca Raton will pay 100% of the contract price for each order after all items have been delivered/installed and accepted. The using department will make final inspection of the material covered by this bid when it is delivered in accordance with the specifications and must be approved before payment is made. Failure in the awarded vendor's responsibility as outlined may result in either one or any of the following as determined by the City:

- Request for immediate replacement and/or correction of partial or entire order.
- Payment withholding until compliance is received and approval granted.
- Return of partial or entire order for full credit at no additional cost to the City.
- Cancellation of partial or entire order at no cost to the City.

Invoice must reflect purchase order number.

5.08 PROTECTION OF PROPERTY

The successful Bidder shall at all times guard against damage or loss to the property of the City of Boca Raton or that of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage. The City of Boca Raton may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful Bidder or their agent(s).

5.09 PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be closely monitored by City staff. The awarded Bidder will be evaluated by use of the City of Boca Raton Performance Report. A sample Vendor Performance

Report may be obtained upon request of the Purchasing Division. If the vendor(s) performance fails to meet the standards specified within the bid and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Purchasing Division.

5.10 PARTICIPATION OF CO-OP MEMBERS

All Co-op members participating in this contract shall do so in accordance with stipulations and governing By-Laws as set forth by the NIGP Southeast Florida Governmental Purchasing Cooperative group.

5.11 E-VERIFY

Should Bidder become the Successful Bidder for Bid No. 2021-024, by entering into this Contract, the Successful Bidder becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors/subconsultants to provide an affidavit attesting that the subcontractor/subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor/subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Successful Bidder, the Successful Bidder may not be awarded a public contract for a period of 1 year after the date of termination. Should Successful Bidder violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

TECHNICAL SPECIFICATIONS:

1.01 SCOPE

The purpose of this bid is to obtain a Sodium Chloride product, suitable to use in the electrolytic chlorination process for onsite sodium hypochlorite generators as well as softener resin regeneration. This solicitation is a cooperative procurement on behalf of the NIGP Southeast Florida Governmental Purchasing Cooperative group for Bulk (tank load) deliveries of Sodium Chloride, Solar Salt. The governmental agencies participating in this procurement and their respective delivery locations are indicated on the form identified as Appendix A, "Co-Op Agencies Estimated Annual Usage Schedule".

1.02 PRODUCT SPECIFICATIONS (Bidder to submit product information and descriptive literature as verification that product being bid meets the following specifications)

- a) The Sodium Chloride (NaCl) shall be solar salt quality or greater, containing no organic binders, flow control agents, or resin cleaning materials.
- b) Product shall be homogenous and in a crystalline granular form.
- c) Product shall be white in color.
- d) Product shall conform to ANSI and NSF Standard 60 as further detailed in Technical Specifications, item 1.03.
- e) The product's composition shall meet or exceed the following specifications (as ppm [mg/kg] weight):

| Item | Description | Percentage |
|-------------|---|-------------------|
| 1 | Dry Basis | 96.3-98% |
| 2 | Wet Basis | 93.3% min. |
| 3 | Calcium Sulfate | 0.30% max |
| 4 | Magnesium chloride | 0.06% max |
| 5 | Calcium Chloride | 0.10 % max |
| 6 | Magnesium Sulfate | 0.02% max |
| 7 | Insolubles: | 0.01% max |
| 8 | Moisture(as H ₂ O) | 3.0% max |
| 9 | Lead | .0007% max |
| 10 | Copper | .0003% max |
| 11 | Iron(as Fe) | .002% max |
| 12 | Total Impurities(soluble and insoluble) | 2.0% max |

1.03 CERTIFICATIONS/STANDARDS

Product bid shall conform to recognized standards in accordance with American Water Works Association (AWWA) Sodium Chloride B200-93, Section 5, or latest edition.

- a) Product Facility Certification: Bidder shall submit as part of bid package, either one of the following product facility certifications for the product bid:

NSF Standard 60 Certification

or

Certification from a third party certification body that is accredited by American National Standards Institute (ANSI) to certify products to National Science Foundation (NSF) Standard 60. These third party certification bodies include NSF International, UL LLC, and Water Quality Association.

Product shall conform to the certification as listed above throughout the contract term.

- b) Bidder to submit with the bid package, Material Safety Data Sheets (MSDS), and product specifications/literature for the product bid.

1.04 PRODUCT COMPLIANCE

If product does not meet these requirements at any time during the contract term, the Contractor shall be liable to remove the product from City property and clean the brine-maker tanks at no additional cost to the City. The City reserves the right during the contract period to determine by independent tests if the product supplied meets the aforementioned specifications. If the sample meets the specifications, the City shall pay the cost of the test. If the sample does not meet the specifications, the Contractor shall bear all costs associated with the test.

1.05 DELIVERY REQUIREMENTS

1.05.1 General Guidelines

A. Delivery shall be made within 5 business days after an order is placed. The successful Bidder will be responsible for advising City Staff of backorders or delays at time of order. Deliveries to each location must be made during normal working hours between 8:00 AM and 5:00 PM unless the City has made special arrangements. Carrier shall provide City Contact with at least twenty-four (24) hours advance notice prior to scheduling delivery. Each City Contact is as noted on the attached schedule, Appendix A.

B. Deliveries shall be made only with trucks dedicated solely for the transportation of solar salt in order to prevent contamination and coagulation. Any product received that appears to have been tampered with or contaminated, will be returned to the awarded vendor for replacement, at no additional cost to the City.

C. All bulk shipment shall be accompanied by certified weight tickets. Certificate shall indicate gross, tare, and net weights.

D. All delivery trucks shall be in A-1 Mechanical Condition throughout the term of the contract. All drivers shall be appropriately licensed and trained in proper handling, use and operation of equipment required for delivery of product throughout the term of the contract.

E. Minimum Delivery requirements shall be approximately 25 tons. Bidder shall not impose any further minimum ordering requirements.

1.05.2 Guidelines for City of Boca Raton

A. All bulk chemical deliveries shall be secure from tampering in route to the delivery point utilizing portal sealing devices. Prior to delivery, awarded Bidder is responsible for having an emailed copy of the bill of lading sent to Ed Catalano at the receiving facility (ecatalano@myboca.us.) Bill of lading shall identify the name of the driver (printed) and the serial numbers for all of the seals for all of the tanker's portals. The City of Boca Raton will not accept deliveries after 5:00 PM.

B. Only City of Boca Raton Utility Services staff shall remove seals after inspection of the tanker. Drivers will be required to show a valid driver's license with picture I.D. to be admitted into the Glades Road Utility Complex. Broken portal seals or the absence of portal seals shall be grounds for rejecting the delivery at no expense to the City.

1.05.3 Guidelines for Co-Op Participants

Contact information, including fax numbers (if relevant) and email addresses to be provided at post award meeting with any special delivery requirements.

1.06 QUALITY CONTROL PROGRAM

Bidder and or the manufacturer of the product shall have a Quality Control Program in place at the plant location manufacturing the product bid.

Appendix A

Co-Op Agencies Estimated Annual Usage Schedule

| Agency | Contact | Annual Usage | Fittings | Tank |
|--|---|--------------|---|---|
| City of Boca Raton Wastewater Plant 1501 Glades Road Boca Raton, FL 33431 | Ed Catalano 561-338-7332 ecatalano@myboca.us | 1200 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting. | WWTP has two FRP tanks at 59 tons each |
| Town of Davie Water Plant System V 7351 SW 30 th Street Davie, FL 33314 | Daryl Cotton 954-327-3760 Daryl_cotton@davie-fl.gov | 450 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | 60 ton silo |
| Town of Davie Water Plant System III 3500 NW 76 th Ave. Hollywood, FL 33024 | Stanley Ebanks 954-327-3775 Stanley_ebanks@davie-fl.gov | 150 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | 32 ton silo |
| Town of Lantana Water Treatment Plant 510 W. Pine Street Lantana, FL 33462 | Jerry Darr or Miguel Perez 561-540-5760 waterplant@lantana.org | 1200 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | WTP has 34 ton tank |
| City of Margate Water Treatment Plant 980 NW 66 th Ave Margate, FL 33063 | Richard M. Uber 954-999-7298 or 954-972-0828 ruber@margatefl.com | 500 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | WTP has one tank @ 60 tons manufactured by Brine Maker. |
| City of Margate Wastewater Treatment Plant 6630 NW 9 th St Margate, FL 33063 | Wendell Wheeler 954-972-0828 x228 wwheeler@margatefl.com | 250 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | WWTP has one tank @ 60 tons capacity manufactured by Brine Maker. |
| City of Pembroke Pines 7960 Johnson Street Pembroke Pines, FL 33024 | Michael Cepeda 754-260-4505 michael.cepeda@jacobs.com | 800 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | 8650 gallon tank |

Continued on next page...

Appendix A
Continued...

Co-Op Agencies Estimated Annual Usage Schedule

| Agency | Contact | Annual Usage | Fittings | Tank |
|--|--|---------------------|--|--|
| City of Tamarac Water Treatment Plant 7803 NW 61 st Street Tamarac, FL 33321 | Jason Bentley or Nishaad Preetam 954-597-3787, 954-597-3776 Jason.Bentley@tamarac.org, Nishaad.Preetam@tamarac.org | 600 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | WTP has a 47 ton silo manufactured by Plas-Tanks Industries, Inc |
| Village of Palm Springs Site 1 360 Davis Rd Palm Springs, FL 33461 | Paul Ward 561-601-5780 pward@vpsfl.org | 600 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | 50 ton tank |
| Village of Palm Springs Site 2 5618 Basil Dr. West Palm Beach, FL 33415 | Paul Ward 561-601-5780 pward@vpsfl.org | 600 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | 50 ton tank |

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

STATEMENT OF NO BID

(No Bid may be submitted electronically within the electronic bidding system.)

If you are not bidding on this service/commodity, please complete and return this form to: City of Boca Raton Purchasing Department, 201, W. Palmetto Park Road, Boca Raton, Florida 33432.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to bid on _____
service/commodity

because of the following reasons:

_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Other (specify below)

REMARKS: _____

CITY OF BOCA RATON

PURCHASING DIVISION VIRTUAL PUBLIC MEETING PROCEDURES

**VENDOR SUBMISSION REVIEW
UTILIZING COMMUNICATIONS MEDIA TECHNOLOGY (CMT)
DURING DECLARED EMERGENCIES**

1. Intent.

The intent of these emergency Purchasing Division Virtual Public Meeting procedures (“Procedures”) is to ensure that, during a declared Federal, State, County, or Municipal emergency (“Declared Emergencies”) the Purchasing Division still has meetings, when necessary, to conduct official business in accordance with Florida Statutes and/or to meet requirements of the Procurement Code of the City of Boca Raton. It is the intent of the City to provide an equitable and efficient method to provide public access to all matters that are to be addressed through public meetings (“Proceedings”).

2. Applicability.

These Procedures shall be utilized only during Declared Emergencies.

3. Definitions.

The following words, terms and phrases, when used in these emergency procedures, and notwithstanding any other definitions in the City Code, shall have the meanings ascribed to them in this section.

Attendees. shall mean members of the general public who wish to view Proceedings via Communications Media Technology.

Notice. Notice requirements as contained in Florida Statutes and the City Code of ordinances shall apply to the Virtual Public Meeting. Any notice of a meeting, and any agenda for such meeting, to be conducted as a Virtual Public Meeting, shall include a reference to the Virtual Public Meeting Procedures for information on the method to view the Virtual Public Meeting.

Official file. All written communication received by Staff (from any source) concerning any matter on a Virtual Public Meeting Agenda shall be filed in the record of the Meeting, which shall be maintained by Staff.

Virtual Public Meeting Procedures and Technical Information for CMT Meetings. The technical information for CMT Meetings (utilizing the Go To Meeting platform) as detailed below, and a copy of these Virtual Public Meeting Procedures shall be posted on the City website.

4. General Procedures.

- (a) Virtual Public Meeting (or Meeting). The Virtual Public Meeting shall be held through the use of Communication Media Technology (electronic transmission of printed material, audio, full-motion video, freeze-frame video, compressed video, and digital video by any method available, as provided in Section 120.54(5)(b)(2), Florida Statutes), which is accessible to all Attendees to the extent technologically practicable.

- (b) Attendance. The Purchasing Division will make its best efforts to take attendance at all meetings or events held pursuant to these Procedures, to the extent technologically practicable through the CMT.
- (c) In the event the City's CMT malfunctions during the Virtual Public Meeting, the Purchasing Division shall use its best efforts to address the malfunction and, if the meeting is continued to a specific date and time, or rescheduled, to provide notice as to the date and time of the continuation of the Virtual Public Meeting. Malfunction of an individual's CMT equipment, including, but not limited to computer and/or telephone, shall not require continuation of the Virtual Public Meeting, provided the Purchasing Division Communication Media Technology Equipment continues to function.

5. Technical Information for CMT Meetings.

The notice of virtual public meeting will provide that instructions, as detailed below for accessing the meeting using communications media technology and will be available on the City's website.

- (a) Public Bid Openings – Attendees may view and/or listen to the opening of the bids but may not participate or provide comments/questions.
- (b) Pre-Bid Meetings – Attendees will be provided the opportunity to participate in the meeting. The Presenter will identify at the start of the meeting the breaks that will be made for questions. Attendees may also use the Ask function through the chat feature, to ask a question that will be read by the Presenter.

6. Technical Information for Communication Media Technology.

- Mute: Attendees will be automatically placed in Listen Only (mute) mode during the meeting. The meeting organizer (Staff) will control mute/unmute.
- Live Video: Attendees will have their video capabilities automatically placed on off mode.
- Attendance: In order to keep a log with attendance, we are asking everyone to type your name and the name of the supplier/contractor you represent under the chat feature.
- First Time Using Go To Meeting: Get the App in advance by clicking on the link provided below.

V 5/29/20

Go To Meeting Invitation:

Bid Opening for 2021-024; Solar Salt (Bulk) Supply & Delivery

Date and Time as stated in the Special Conditions, Item 1.1

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/580638309>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3212](tel:+18722403212)

Access Code: 580-638-309

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/580638309>



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

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

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

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

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

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

"WORKING TOGETHER TO REDUCE COSTS"

GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Boca Raton Purchasing Division (hereafter referred to as "City"). The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in any document related to the Invitation to Bid (ITB).

PART I INSTRUCTIONS TO BIDDERS:

- 1.01 STATEMENT OF PRECEDENCE OF GENERAL TERMS AND CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
- 1.02 GENERAL INFORMATION:** These documents constitute the complete set of specification requirements and Bid forms. The Bid submittal, including all Bid sheets and attachments, must be filled in completely, executed and submitted. Bid Tabulations and Award Recommendations will be posted on the Purchasing Division Website at <https://www.myboca.us/253/Tabulations-Award-Recommendations>.
- 1.03 BIDDER NOTIFICATION:** Notice of the ITB's will be emailed first to Bidders who have fully registered on the City's online registration system. The City maintains automated vendor e-mail lists for each specific Commodity Code for sending the ITB. Unregistered Bidders may request a notice of a particular Bid, which will be faxed or emailed within a reasonable time frame, for that Bid only. Neither the faxing or emailing of one ITB notice to vendor, or a Bid in return, will register a vendor on the City's registration system. Bidders may register on the City's website by visiting <https://www.myboca.us/244/Supplier-Registration>
- 1.04 SUBMISSION, RECEIPT, AND OPENING OF BIDS:** No Bid shall be considered unless received **prior** to the Bid opening date and time. No Bidder shall submit more than one Bid response to the ITB. Multiple Bid responses from same Bidder shall be cause for City to reject all Bids from that Bidder.

Bidders are encouraged to submit their Bid document via electronic submission when permitted. Bidder's submitting a hard copy Bid in person or by mail should use the proposal forms provided by the City. Failure to use the City ITB forms may cause the Bid to be rejected. No Bid shall be accepted by facsimile, and therefore, any Bid submittals sent via facsimile shall be rejected by the City.

For hardcopy Bid submittals, the following applies: (1) Bid shall be submitted directly to the Purchasing Office at 201 W. Palmetto Park Road, Boca Raton, FL, 33432 in a sealed opaque envelope; (2) Any erasures or corrections on the ITB forms must be made in ink and initialed by Bidder; (3) All information submitted by the Bidder in the Bid document shall be printed, typewritten or handwritten in ink; (4) Bids shall be signed in ink; (5) When a particular ITB requires multiple copies of Bids, all must be included in a single envelope or package properly sealed and identified with the Bid number and name of Bidder on outside of the package.

Bids will be publicly opened in the Purchasing Office, City Hall, 201 W. Palmetto Park Road, Boca Raton, FL or other designated area. Bids will be opened, tabulated and made available for review by Bidders and the public in accordance with applicable regulations.

- 1.05 ADDENDUMS:** The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes or additional information may be provided by the City. **It shall be the responsibility of each Bidder, during and prior to Bid submittal to visit the City of Boca Raton Purchasing Division Bidding Opportunities link at <https://brpurch.ionwave.net/CurrentSourcingEvents.aspx> or contact the Purchasing Division at 561-393-7871 to determine if addendums were issued to any particular ITB and to obtain such addendums from the Purchasing Division Online bidding website.**

The City will make every effort to notify registered Bidders by email that an addendum has been made to the Bid. The City shall not be responsible for providing notice of addenda to potential Bidders who receive a Bid package from other sources. Bidders requesting addendums to be sent via U.S. mail or a mail service will be at Bidders' cost and the risk of misdelivery shall be Bidder's.

- 1.06 NO BIDS:** If you do not intend to Bid, please indicate the reason and return a no-bid response to the City. Failure to Bid or return no Bid comments, prior to the Bid due date, may result in your firm being deleted from the City's Bidder registration system.

Part II DEFINITIONS:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its General Terms and Conditions, Special Conditions, technical specifications, instructions to Bidders, addenda, and any other document used in the bidding process:

AWARD – The written notice from the Purchasing Manager of the acceptance of a Bid or proposal deemed by the proper authority of the City to be in the best interests of the City.

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

BIDDER/SUPPLIER – Person or firm submitting a Bid.

BUSINESS DAYS- Monday through Friday, excluding National Holidays

CALENDAR DAYS – Monday through Sunday, including National Holidays

CONTRACT – Any agreement, regardless of style or form, for the procurement of commodities, services, or construction.

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.

DAYS – Calendar Day, Monday through Sunday, including National Holidays

INVITATION TO BID (ITB) – All documents, whether attached or incorporated by reference, utilized for soliciting sealed Bids.

MAY – Denotes the permissive.

RESPONSIBLE BIDDER or Offeror – A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

RESPONSIVE BIDDER – A person who has submitted a Bid that conforms in all material respects to the requirements set for in the ITB, or solicitation.

SHALL – Denotes the imperative.

SUCCESSFUL BIDDER - The best, qualified, Responsible, and Responsive Bidder to whom the City makes an award.

PART III BIDDING AND AWARD PROCEDURES:

3.01 BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will remain valid for acceptance by the City for a period of ninety (90) days from the date of Bid opening.

3.02 AWARD AND REJECTION OF BIDS:

The City will award to the low Responsive Responsible Bidder whose product or service meets the terms, conditions, and specifications of the ITB as deemed in the City's best interest.

The City reserves the right to:

(1) 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, and at its discretion, request a re-bid; (2) award the contract in accordance with the Special Conditions.

In determining the responsiveness of the offer and the responsibility of the Bidder, the following may be considered when applicable: (1) the ability, capacity and skill of the Bidder to perform as required; (2) whether the Bidder can perform promptly, or within the time specified, without delay or interference; (3) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (4) the quality of past performance by the Bidder; (5) the previous and existing compliance by the Bidder with related laws and ordinances; (6) the sufficiency of the Bidder's financial resources; (7) the availability, quality and adaptability of the Bidder's supplies or services to the required use; and (8) the ability of the Bidder to provide future maintenance, service or parts.

The City reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. Failure of Bidder to comply with the conditions set forth in the ITB may result in the Bid being considered non-responsive by the City.

3.03 PRICES QUOTED: Bidder shall deduct trade discounts, and quote firm net prices. If required, the Bidder shall 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 by the Bidder to tie any item or items contained in the ITB with any other business with the City.

- 3.04 MISTAKES:** Bidders are cautioned to examine all documents pertaining to the ITB. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly.
- 3.05 TAXES:** The City of Boca Raton is exempt from Federal and State taxes on direct purchase of tangible property. The Purchasing Office will supply the successful Bidder with an exemption certificate or it may be obtained from the City's website at <https://www.myboca.us/239/Supplier-Information-Help>. Vendors or Contractors doing business with the City of Boca Raton shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.
- 3.06 BUSINESS TAX RECEIPT:** Bidder shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the Bid.
- 3.07 CONTRACTOR LICENSE:** The Bidder Name identified on the Signature of Bidder form shall be fully licensed, to the extent required by Florida or Federal law, at time of Bid opening for type of work to be performed in order for their Bid to be considered. County or locally licensed contractors must be registered with the State of Florida DBPR Construction Industry Licensing Board at time of Bid opening. Copies of all applicable certificates, registrations and licenses must be submitted with the Bid and must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.
- 3.08 WARRANTIES OF USAGE:** Any quantities listed in the ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. The City reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.
- 3.09 ALTERNATIVES/APPROVED EQUAL/DEVIATIONS:** Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. An alternate will be considered, but shall be equal to or better in quality to what was specified and must include descriptive literature and/or specifications. It is the Bidder's responsibility to provide adequate information regarding an alternate to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, the Bid may be rejected. The determination as to whether any alternate is equal or better or is not equal shall be made solely by the City of Boca Raton and such determination shall be final and binding upon all Bidders.
- 3.10 MINIMUM AND MANDATORY SPECIFICATIONS:** The Bid specifications may include items that are considered minimum or required. If any Bidder is unable to meet, or exceed these items, and is of the opinion that the specifications are overly restrictive, Bidder must notify the Purchasing Division immediately. Such notification must be received in writing by the Purchasing Office prior to the deadline contained in the Special Conditions, for questions of a material nature, or prior to seven (7) business days before Bid due 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 and all objections are waived by the Bidder.
- 3.11 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested by the City to determine suitability. Samples shall be requested after the date of Bid opening, and if requested, shall be provided by Bidder to the City within seven (7) business days of request. Samples, when requested, must be furnished **free of expense** to the City and if not used in testing or destroyed, and upon request of the Bidder, will 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 location selected by the City. Failure to provide samples or demonstrations as specified by the City may result in rejection of the Bid.
- 3.12 PUBLIC RECORDS:** Bidders are advised that the Sunshine Law and Public Records Act (Chapters 286 and 119, Florida Statutes, respectively) are applicable to the City. Information and materials received by the City in connection with an ITB response, as provided by Florida law, are public records.
- 3.13 DRUG FREE WORKPLACE PROGRAMS:** Preference shall be given to business with Drug-Free Work Place programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, the Bidder that provided proof to the City that it has a written Drug Free Work Place program shall be given preference in the award process.

- 3.14 LEGAL REQUIREMENTS:** Bidder shall comply with applicable provisions of all federal, state, county laws, City of Boca Raton Code of Ordinances, rules and regulations and the City of Boca Raton Procurement Code. Lack of knowledge of any such provision, by any Bidder, shall not constitute a cognizable defense against the legal effect thereof. Pursuant to Chapter 2 (Administration), Article VIII (Lobbyist Registration), Sections 2-351 through 2-357, Palm Beach County, Florida, Code of Ordinances, any person who acts as a lobbyist must register with Palm Beach County's Central Lobbyist Registration Site, prior to engaging in lobbying activities before City of Boca Raton staff, boards, committees and / or the City Council, or any member thereof. Lobbyist Registration Forms are available at:
<https://secure.co.palm-beach.fl.us/lrs/Main/Login.aspx?ReturnUrl=%2flrs%2f>
- 3.15 PROCUREMENT CODE:** A copy of the Procurement Code is available for your review at <https://www.myboca.us/239/Supplier-Information-Help>.
- 3.16 PUBLIC ENTITY CRIMES:** In accordance with the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, 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.
- 3.17 CODE OF ETHICS/CONE OF SILENCE:** If any Bidder is found to be in violation of the Code of Ethics of the City of Boca Raton and/or the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which the Bid is submitted and may be further disqualified from bidding on any future Bids for work or for goods or services for the City of Boca Raton. A copy of the City and State Ethics Codes is available at the office of the City Clerk, City of Boca Raton, 201 W. Palmetto Park Road, Boca Raton, Florida.

Bidder shall comply with all Florida laws relating to conflicts of interest, including Section 112.313, Florida Statutes and shall under appropriate circumstances, submit Form 3A, Interest in Competitive Bid for Public Businesses. This form may be obtained from the City of Boca Raton website at:
<https://www.myboca.us/230/Purchasing-Division>

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Boca Raton. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this Bid. You are required to comply with Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance during this procurement process. The complete Palm Beach County Lobbyist Registration Ordinance, including Section 2-355, may be found on the Palm Beach County Ethics website at http://www.palmbeachcountyethics.com/pdf/Lobbyist_Registration_Ordinance-2012.pdf.

- 3.18 NON-COLLUSION:** Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any violation thereof may result in contract cancellation, return of materials or discontinuation of services and may be removed from the vendor Bid list(s).
- 3.19 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, as provided by law, if such action is in its best interest.

PART IV INSURANCE

- 4.01 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City. The Contractor shall provide to the Purchasing Division original certificates of current coverage meeting all such requirements and specifications prior to engaging in any activities under this contract. The certificates must list the City as an ADDITIONAL INSURED and shall provide no less than thirty (30) days written notice to the City of cancellation or material change. Further modification of the insurance requirements may be made if circumstances change or adequate protection of the City is not presented.

4.02 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall, in addition to any other obligation to defend, indemnify the City of Boca Raton Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Boca Raton, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

This provision shall not be deemed to waive any of the rights or immunities accorded to the City by section 768.28, Florida Statutes, or any other applicable law.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 METHOD OF ORDERING: Items shall be ordered via an individual purchase order.

5.02 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 in the ITB or as otherwise accepted by the City.

Deliveries shall be made in accordance with City of Boca Raton security procedures.

5.03 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to a Bid award shall remain the property of the Bidder 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 Bid, be of the required quality, new, and the latest model, unless specified in the Special Conditions. 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 satisfactory acceptance of materials or services.

5.04 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES: 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 delivery of items not conforming to specifications, or late delivery may result in enforcement of all remedies in law or equity or as specified in the City's Procurement Code.

5.05 CHANGES / MODIFICATIONS: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee that changes or modifies the requirements of the ITB and or Contract. Only those communications, which are in writing from an authorized representative of the City and the Contractor, in accordance with the City of Boca Raton Procurement Code and or purchasing operating procedures, may vary the terms of the written Bid or contract.

5.06 PAYMENT TERMS, CASH DISCOUNTS AND INVOICES: 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 a correct invoice at the office specified, whichever occurs last.

Partial billing will not be accepted unless authorized specifically in the Special Conditions.

Invoices must be submitted against each individual purchase order. Invoices without a correct and valid purchase order number may not be processed for payment.

Request for payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this Bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- (a) Timely submission of a properly certifiable invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, submitted to: invoices@myboca.us or The City of Boca Raton, Financial Services Department
City Hall, 201 W. Palmetto Rd, Boca Raton, FL 33432
PH: 561-393-7727
- (b) All invoices submitted shall: consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain the date of delivery; contain an original or legible copy of signed delivery receipt including both manual and printed name of a designated City of Boca Raton employee or authorized agent who received the goods; and identify invoice as "partial" or "final".
- (c) The invoice shall contain the Bidder's Federal Employer Identification number and clearly reference the Contractor's Business name and address for payment.

5.07 SAFETY STANDARDS: Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state and local requirements. For on-site contractor services, the City reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.

5.08 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB, Bidder will supply only material or equipment that is 100% asbestos free.

5.09 OTHER GOVERNMENTAL ENTITIES: When there is sufficient capacity or quantities available, awarded Bidder may 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. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

5.10 INDEPENDENT CONTRACTOR: Contractor undertakes performance of the services as an independent contractor and shall be wholly responsible for the methods of performance. The Contractor, nor the sub-contractor or their employees or their agents, shall not receive any City benefits, stipend or privileges afforded to City employees.

5.11 ASSIGNMENT: The City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this contract. Any assignment, sale, pledge or conveyance of this contract by Contractor must be previously approved in writing by the City.

5.12 NON EXCLUSIVE CONTRACT: Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

5.13 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this ITB/Contract, or if the Contractor shall violate any of the provisions of this contract, the City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this contract, or with such part or parts of the contract as to which there has been default, and may hold the Contractor liable for all 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 contract 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 contract 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.

- 5.14 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract in whole or in part by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this contract 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.
- 5.15 TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period. Continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law, and contract, and shall be terminated without penalty to the City and without any default upon the last day in which funds were last appropriated.
- 5.16 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and supporting records in accordance with generally accepted accounting practices and standards for records directly related to this contract for a minimum of (1) year beyond the last day of the contract term. The form of all records and reports shall be subject to the approval of the City. The Contractor agrees to make available for review and audit to the City and or City Consultant, during normal business hours and in Broward, Miami Dade or Palm Beach Counties, all books of account, reports and supporting records relating to this contract for the duration of the contract and for one year following the last day of the contract.
- 5.17 POST SALE AUDIT ADJUSTMENT:** All items sold to the City of Boca Raton as a result of this Bid are subject to Post Sale Audit Adjustment. In the event that an audit reveals the vendor has not honored quoted pricing, price lists or discount structures, vendor will be liable and will be invoiced and collected with (30) days for any and all overstated charges. Failure to remit may result in termination of the contract.
- 5.18 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, which comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract. City of Boca Raton permit fees will be waived by the City; however, fines and penalties will be assessed based upon standard fee structure.
- 5.19 CONTRACTOR REGISTRATION:** 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. Contractors awarded work involving a permit shall register with the City of Boca Raton License Office prior to performing the work.
- 5.20 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.
- 5.21 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, county, local and municipal laws, ordinances rules and regulations that would apply to this contract. Further, Contractor acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement.
- 5.22 COMPLIANCE WITH CITY OF BOCA RATON ORDINANCE:** Awarded vendor shall comply with all applicable Boca Raton City Ordinances, including, but not limited to, 16-57, "Display of Identification on Trucks and Related Commercial Vehicles", which mandates vehicles be designated by lettering of two inches minimum size on either side of the vehicle indicating the name and address of the person owning or operating the same for commercial use.
- 5.23 GOVERNING LAW AND VENUE:** Contracts shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. By entering into this award, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this award.

5.24 NON-DISCRIMINATION: The City of Boca Raton is an equal opportunity employer and prohibits discrimination on the basis of race, color, religion, national origin, sex, age, marital status, disability, and/or political affiliation in all aspects of its personnel policies and procedures, programs, practices and operations.

5.25 CITY POLICIES: Awarded contractor shall comply with the City of Boca Raton Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Boca Raton Human Resources Division. Violations of these policies may result in cancellation of the contract.

5.26 ADDITIONAL DISCOUNTS: Should sales promotions occur during the term of the contract that lower the price of the procured item or items, the vendor shall extend to the City the lower price offered by the manufacturers or Vendors on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change, quantity discounts, or otherwise, should be passed on to the City of Boca Raton.

5.27 PUBLIC RECORDS:

A. The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. A Contractor providing services shall comply with Florida's Public Records Law and therefore shall comply with Section 119.0701, Florida Statutes. Specifically, Contractor shall:

- 1) Keep and maintain all public records related to the performance of the services.
- 2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records, or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed that provided in chapter 119, Florida Statutes, or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.
- 4) Upon completion or other termination of the contract, keep and maintain the public records required by the City to perform the services. Contractor shall meet all applicable requirements for retaining public records set out in Florida law.
- 5) In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the City all records that were stored electronically by Contractor, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

B. The failure of Contractor to comply with the provisions set forth in this Article, or to comply with the City's request for records, shall constitute a default and breach of this Agreement, and the City shall, in its discretion, pursue any and all remedies against Contractor provided for under this contract or at law.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740, BRCITYCLERK@MYBOCA.US, CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.

5.28 SCRUTINIZED COMPANIES

- A. Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Contract if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.
- B. By entering into this Contract, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel.
- C. Contractor shall notify the City if, at any time during the term of this Contract, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such

notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.

- D. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Contract and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.
- E. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Contract pursuant to this provision.

5.29 E-VERIFY

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Should Contractor violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

SPECIAL CONDITIONS**PART I INSTRUCTION TO BIDDERS:****1.01 INSTRUCTIONS TO BIDDERS**

The City of Boca Raton, Florida is seeking Bids from qualified Bidders for Solar Salt (Bulk) Supply and Delivery, Bid Number 2021-024.

The purpose of this bid is to establish a term contract on behalf of the NIGP Southeast Florida Governmental Purchasing Cooperative group, for the supply and delivery of Sodium Chloride, Solar Salt to be ordered on an as needed basis.

This Bid package contains all of the information and documents necessary to prepare and submit a responsive Bid. Bidders are cautioned to read all of the documentation provided. Bidder will be responsible for complying with all requirements identified herein.

The City of Boca Raton shall not be responsible for the content of Bid response packages or addenda received from any third party source.

Due date and time for Bid response: **Bid shall be received prior to 3:00 p.m. local time (Boca Raton, FL) on May 3, 2021.**

HOW TO RESPOND TO THIS BID

1. Either of the following two options may be utilized by a Bidder to submit a sealed Bid response.

- A. Submission of the Bid response by electronic transmission using the City's electronic bid system located at <https://brpurch.ionwave.net/Login.aspx>. In order to submit the bid electronically: (1) the Bidder must print the Bid documents; (2) all required bid data/information must be added to the Bid documents and included forms; (3) an individual authorized to contractually bind the Bidder must sign all required Bid forms; (4) the entire Bid response and all signed forms must be scanned to PDF format; and (5) the Bidder shall upload the scanned Bid response and signed Bid forms to the City's electronic bid system pursuant to the directions in the electronic bid system. Please note that the maximum file size is 100 MB for an uploaded file.

Bidder's response shall not contain any alteration to the Bid documents that were posted by the City other than entering data, information and signatures required by the Bid in the spaces provided for such data, information and signatures, and by including attachments as necessary. By submission of an electronic Bid response, Bidder affirms that a complete set of Bid documents was obtained from the City's electronic bid system and that Bidder made no alteration of any kind or nature to the Bid documents other than entering data, information and signatures required by the Bid or by including attachments as part of the Bid response.

Electronic Bid submissions are only permitted to be upload prior to 3:00 p.m. on the Bid due date. Any attempt to upload a late Bid response at or after 3:00 p.m. on the Bid due date will be rejected by the City's electronic bid system.

It is highly recommended that Bidders submit their Bid response as an electronic submission using the City's electronic Bid system.

- B. Delivery of the Bid response as a sealed paper Bid response.
The City will receive Bids at the following address:

City of Boca Raton
City Hall / Attn: Purchasing Division
201 W. Palmetto Park Road
Boca Raton, FL 33432

- i. The envelope shall be identified on the outside with the Bidder's name and address, and the notation: "Bid No. 2021-024, Cartridge Filters for Potable Water".

ii. Bidders are instructed to enter building through the front entrance door (North side of City Hall Building) when hand delivering bids.

iii. Check in at the reception area and identify that you have a Bid package for delivery to the Purchasing Division. A representative from the Purchasing Division will be contacted to receive the Bid submittal or will already be at that reception area. The Purchasing Division representative will place a date/time stamp on your Bid submittal package to confirm receipt is prior to the closing date and time.

Please note: The City may have special procedures for COVID-19 that person delivering the Bid will be required to follow (i.e. masks must be worn for entrance to City Hall)

iv. Bidders are responsible for verifying that they have received and viewed all bid pages. Bidders are requested to submit an original and no copy of their bid document for review by the City.

2. **A Bid response submitted either by upload or by hand-delivery after the specified due date and time will be rejected.** As indicated above, the City's electronic bid system will not accept Bid responses that are attempted to be submitted after the due date/time. As to a hand-delivered Bid response, it will be rejected and returned unopened when the Bidder attempts to hand-deliver it or it will be rejected when it is attempted to be hand-delivered by a third party mail service. If the Bid response is delivered after the required date and time and a City representative is not available to reject it, that Bidder will be notified that the Bid response was submitted after the required/specified date and time and the City will return the Bid response, as long as the Bidder name and address is available on the Bid response package.

The names of the Bidders who have submitted a Bid response will be made available on the Purchasing Division Web page <https://www.myboca.us/253/Tabulations-Award-Recommendations>

3. A Bidder's Bid response (either uploaded or hand-delivered) shall be signed only by an individual authorized by the Bidder to both execute such bids and to bind the Bidder. For electronic submissions, the signature included shall be deemed an original signature, shall be binding on the Bidder, and shall be relied upon by the City as a document authorized by the Bidder for all purposes.

Online real-time viewing of sealed Bid openings, in lieu of physical assembly for viewing, will proceed in the same manner as procurement ordinarily performs such openings as detailed in Exhibit A, as attached herein.

1.02 INFORMATION

Any questions by prospective Bidders should be directed to Neil Phillips, Buyer, Purchasing Division, by email at nphillips@myboca.us, who is authorized only to direct inquiries to various portions of the Bid so Bidders may read and interpret such for themselves. No authorization is allowed by any City of Boca or Purchasing Division personnel to interpret, or give information as to Bid requirements in addition to that, which is contained in the written Bid document. Interpretations of the Bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written addendum after written requests have been received from the Bidder. **In conjunction with General Term and Condition number 3.10, written requests must be received seven (7) business days prior to the Bid closing date.**

Any ambiguities, inconsistencies or questions should be brought to the attention of the City by submitting an email to nphillips@myboca.us with reference to the Bid number and title in the subject line.

PART II DEFINITIONS:

2.01 DEFINITIONS / ACRONYMS

- NIGP: National Institute of Governmental Purchasing
- Co-Op: Southeast Florida Governmental Purchasing Cooperative group
- Lead Agency: City of Boca Raton
- ANSI: American National Standards Institute
- MFG: Manufacturer
- NSF: National Science Foundation
- Entity: Throughout this document, Entity often refers to a participating governmental agency of the Southeast Florida Governmental Purchasing Cooperative Group.

- Public Entity: "Public entity" shall mean one of the following: A local agency, state agency, federal agency, county, municipality, public school/university, port authority, drainage district or water district.

PART III BIDDING AND AWARD PROCEDURES:

3.01 F.O.B. POINT

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). The successful Bidder shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery point will be indicated on the purchase order.

3.02 QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible Bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed below. The Bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications. If information is not included, the City reserves the right to solicit Bidder for the submission of this information. Failure by Bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in Bidder's bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided Qualification of Bidders Form.

- A. Bidder shall have a minimum of three (3) satisfactory references for similar size Public Entity accounts for the product bid. Similar size shall mean a minimum of 1,200 tons per year. References shall be satisfactorily completed within the time range of 3/1/2017 through 3/1/2021.
- B. The City will not award a bid to any Bidder who cannot provide evidence that their Firm Name identified on the "Signature of Bidder" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

3.03 COMPETENCY OF BIDDERS

Pre-award inspection of the Bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance to ensure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

3.04 BACKGROUND INFORMATION

The City reserves the right, before awarding the Contract to require a Bidder to submit such evidence of his/her qualifications as it may deem necessary and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City.

3.05 REFERENCES

As part of the Bid evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.

3.06 TERMS, CONDITIONS AND SPECIFICATIONS

With the exception of submitting an "Alternate" in accordance with item 3.09 of the "General Terms and Conditions", no additional terms, conditions or specifications included with Bidder's bid response shall be evaluated or considered and any and all such additional terms, conditions and specifications shall have no force and effect and are inapplicable to this Bid. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, vendor quotation/proposal forms, specifications, literature, price lists or warranties, it is understood and agreed the general conditions, special conditions and specifications in this Bid are the only terms applicable to this Bid and Bidder's authorized signature attests to this.

3.07 METHOD OF AWARD

Award recommendations shall be subject to the approval of the City Manager, City Manager designee or City Council as provided for in the City's Code of Ordinances. Award recommendations to be posted on the City of Boca Raton Purchasing Division Notice Board for a period of three business days prior to making the award.

The City reserves the right to award this bid to the lowest responsive, responsible Bidder based on the grand total for all items on the bid or make an award to the lowest responsive and responsible Bidder on an Entity by Entity basis, whichever is deemed to be in the best interest of the City, acting as lead agency on behalf of all other participating Entities.

Bidder is required to bid on all items.

3.08 POST AWARD MEETING

Within seven (7) days after receipt of notification of bid award, successful Bidder shall discuss with each agency's City representative the following:

- Ordering procedures
- Scheduling of services (delivery notifications, hours of delivery for each agency)
- Contact lists for each agency.
- Staff assigned to City contract.

Project Manager for each Entity will arrange for the post award meeting.

City of Boca Raton Project Manager: Ed Catalano, Wastewater Plant Supervisor, ecatalano@myboca.us, 561-338-7332.

3.09 TIE BID RESPONSES

Tie bids shall be made in accordance with item 3.13 of the general conditions. In the event none or multiple firms comply with the Drug-Free Work Place in accordance with Florida Statute 287.087 and the tie bid remains, the following shall apply.

- A. Whenever two Bid Responses, which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a coin toss to determine the single awarded Bidder. Notice of using a coin toss to determine the award will be provided to the two tie Bidders.
- B. Whenever three or more Bid Responses which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a drawing to determine the single awarded Bidder. Notice of using a drawing to determine the award will be provided to the three or more tie Bidders.

PART IV INSURANCE:

4.01 INSURANCE REQUIRED (Proof of ability to obtain insurance to be submitted with bid document.)

4.02 Commercial General Liability

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The Contractor agrees any self-insured retention or deductible shall not exceed \$25,000.

Additional Insured Endorsements

The Contractor agrees to endorse the City of Boca Raton as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with CG 20 10 04 13 endorsement or ISO equivalent.

4.03 Worker's Compensation & Employer's Liability

The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

4.04 Business Automobile Liability

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** per Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which

may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

In the event that the Contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the Contractor indicating the following:

_____ does not own any vehicles.
"Company Name"

In the event we acquire any vehicles throughout the term of his Contract/Agreement,

_____ agrees to purchase "Any Auto" or
"Company Name"

Comprehensive Form coverage as of the date of acquisition.

Contractor's Signature: _____

4.05 SUBCONTRACTOR'S INSURANCE

The Contractor shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverages required of the successful Contractor. Each subcontractor shall furnish to the successful Contractor two copies of the Certificate of Insurance, and successful Contractor shall furnish one copy of the Certificate to the City of Boca Raton.

4.06 SUPPLEMENTAL PROVISIONS

1. The insurance policy coverage as outlined herein shall remain in effect for the entire contract period. In the event of coverage cancellation, non-renewal, material change, modification or lapse of coverage, Contractor shall notify the City within thirty (30) business days with written notice of such to the Purchasing Division by email to Purchasing-Insurance@myboca.us.
2. All renewal or replacement certificates of insurance specific to the contract/agreement/award shall be forwarded to the City of Boca Raton Purchasing Division with a copy to the Boca Raton Department as identified in the Purchase Order/Agreement. Original certificates to be sent attention of City of Boca Raton, Purchasing Division, 201 W. Palmetto Park Road, Boca Raton, FL 33432.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 CONTRACT PERIOD AND RENEWAL

The initial contract period shall be for one (1) year **automatically** renewed thereafter for three, one-year renewal periods subject to termination clause(s) as provided herein. Automatic contract renewal shall be subject to the appropriation of funds, satisfactory performance and determination that the contract renewal is in the best interest of the City. **The City requires a firm price for the first year of the initial contract period.** Annual renewals will be based on the same terms, conditions, pricing and specifications herein. For the purpose of re-bidding, the contract may be extended at the City's option for a defined period of time, not to exceed six (6) months. Option for extension will only be exercised upon mutual written agreement and with all terms, conditions and unit prices adhered to with no deviations.

Prior to each annual renewal, the City may consider price adjustment(s) only when a written request is received by the Buyer identified herein a minimum of ninety (90) days prior to the renewal date for review by the Lead Agency. Vendor is responsible for verifying that written price request was received by the Buyer within ninety (90) days. Vendor's written request shall identify each bid item affected and proposed price with written justification and supporting documentation attesting that the request is a bona fide cost increase/decrease to the vendor. Failure to submit the required supporting documentation may result in the price adjustment request being denied. Vendor's requested price adjustment is subject to City approval and shall require written acknowledgement from the Buyer. In the event that the City does not wish to accept the adjusted cost(s) and the matter cannot be resolved to the satisfaction of the City, the Contract may be terminated by the City by giving written notice to the Vendor.

In the event that a cost decrease is realized due to changes in the economy (CPI/CPU and/or decreases that are industry specific), the City shall have the right to request and receive from the Vendor a reasonable reduction in costs.

5.02 CONTRACT ALTERATIONS

The City may require additional items/services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor, the City's Project Manager and Purchasing Manager or appointed designee.

5.03 METHOD OF ORDERING

The following supersedes General Condition 5.01

Each participating entity shall issue the Contractor individual purchase order(s) and/or blanket purchase order(s) throughout the term of the award. The participating entity will order requirement(s) on an "as needed" basis. All terms, conditions and prices of this bid are applicable. **Only awarded bid items may be purchased on the Purchase Order.** Vendor is to take all necessary steps to insure this requirement. Invoices must reference individual entity purchase order number.

5.04 DELIVERY

All delivery requirements shall be in accordance with Technical Specifications, item 1.05.

5.05 DEFAULT

In the event that the Contractor cannot respond adequately to the completion time requirements identified herein by reason of equipment failure or any other reason, the Contractor shall advise the City in writing within 24 hours of said inability, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this contract and may cancel the purchase order and any outstanding services with no penalty to the City and obtain from another vendor or from the next lowest responsive, responsible Bidder. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

5.06 QUANTITY

The **estimated** annual requirements for Sodium Chloride, Solar Salt are as noted on Appendix A, the Co-Op Estimated Annual Usage Schedule. All quantities provided are **estimates** of annual usage. The City of Boca Raton and each participating Co-Op entity reserves the right to increase or decrease their total quantities as necessary to meet actual requirements.

5.07 ACCEPTANCE AND PAYMENT

In conjunction with General Term and Condition No. 5.03 and 5.06, The City of Boca Raton will pay 100% of the contract price for each order after all items have been delivered/installed and accepted. The using department will make final inspection of the material covered by this bid when it is delivered in accordance with the specifications and must be approved before payment is made. Failure in the awarded vendor's responsibility as outlined may result in either one or any of the following as determined by the City:

- Request for immediate replacement and/or correction of partial or entire order.
- Payment withholding until compliance is received and approval granted.
- Return of partial or entire order for full credit at no additional cost to the City.
- Cancellation of partial or entire order at no cost to the City.

Invoice must reflect purchase order number.

5.08 PROTECTION OF PROPERTY

The successful Bidder shall at all times guard against damage or loss to the property of the City of Boca Raton or that of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage. The City of Boca Raton may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful Bidder or their agent(s).

5.09 PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be closely monitored by City staff. The awarded Bidder will be evaluated by use of the City of Boca Raton Performance Report. A sample Vendor Performance

Report may be obtained upon request of the Purchasing Division. If the vendor(s) performance fails to meet the standards specified within the bid and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Purchasing Division.

5.10 PARTICIPATION OF CO-OP MEMBERS

All Co-op members participating in this contract shall do so in accordance with stipulations and governing By-Laws as set forth by the NIGP Southeast Florida Governmental Purchasing Cooperative group.

5.11 E-VERIFY

Should Bidder become the Successful Bidder for Bid No. 2021-024, by entering into this Contract, the Successful Bidder becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors/subconsultants to provide an affidavit attesting that the subcontractor/subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor/subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Successful Bidder, the Successful Bidder may not be awarded a public contract for a period of 1 year after the date of termination. Should Successful Bidder violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

TECHNICAL SPECIFICATIONS:**1.01 SCOPE**

The purpose of this bid is to obtain a Sodium Chloride product, suitable to use in the electrolytic chlorination process for onsite sodium hypochlorite generators as well as softener resin regeneration. This solicitation is a cooperative procurement on behalf of the NIGP Southeast Florida Governmental Purchasing Cooperative group for Bulk (tank load) deliveries of Sodium Chloride, Solar Salt. The governmental agencies participating in this procurement and their respective delivery locations are indicated on the form identified as Appendix A, "Co-Op Agencies Estimated Annual Usage Schedule".

1.02 PRODUCT SPECIFICATIONS (Bidder to submit product information and descriptive literature as verification that product being bid meets the following specifications)

- a) The Sodium Chloride (NaCl) shall be solar salt quality or greater, containing no organic binders, flow control agents, or resin cleaning materials.
- b) Product shall be homogenous and in a crystalline granular form.
- c) Product shall be white in color.
- d) Product shall conform to ANSI and NSF Standard 60 as further detailed in Technical Specifications, item 1.03.
- e) The product's composition shall meet or exceed the following specifications (as ppm [mg/kg] weight):

| Item | Description | Percentage |
|------|---|------------|
| 1 | Dry Basis | 96.3-98% |
| 2 | Wet Basis | 93.3% min. |
| 3 | Calcium Sulfate | 0.30% max |
| 4 | Magnesium chloride | 0.06% max |
| 5 | Calcium Chloride | 0.10 % max |
| 6 | Magnesium Sulfate | 0.02% max |
| 7 | Insolubles: | 0.01% max |
| 8 | Moisture(as H ₂ O) | 3.0% max |
| 9 | Lead | .0007% max |
| 10 | Copper | .0003% max |
| 11 | Iron(as Fe) | .002% max |
| 12 | Total Impurities(soluble and insoluble) | 2.0% max |

1.03 CERTIFICATIONS/STANDARDS

Product bid shall conform to recognized standards in accordance with American Water Works Association (AWWA) Sodium Chloride B200-93, Section 5, or latest edition.

- a) Product Facility Certification: Bidder shall submit as part of bid package, either one of the following product facility certifications for the product bid:

NSF Standard 60 Certification

or

Certification from a third party certification body that is accredited by American National Standards Institute (ANSI) to certify products to National Science Foundation (NSF) Standard 60. These third party certification bodies include NSF International, UL LLC, and Water Quality Association.

Product shall conform to the certification as listed above throughout the contract term.

- b) Bidder to submit with the bid package, Material Safety Data Sheets (MSDS), and product specifications/literature for the product bid.

1.04 PRODUCT COMPLIANCE

If product does not meet these requirements at any time during the contract term, the Contractor shall be liable to remove the product from City property and clean the brine-maker tanks at no additional cost to the City. The City reserves the right during the contract period to determine by independent tests if the product supplied meets the aforementioned specifications. If the sample meets the specifications, the City shall pay the cost of the test. If the sample does not meet the specifications, the Contractor shall bear all costs associated with the test.

1.05 DELIVERY REQUIREMENTS

1.05.1 General Guidelines

A. Delivery shall be made within 5 business days after an order is placed. The successful Bidder will be responsible for advising City Staff of backorders or delays at time of order. Deliveries to each location must be made during normal working hours between 8:00 AM and 5:00 PM unless the City has made special arrangements. Carrier shall provide City Contact with at least twenty-four (24) hours advance notice prior to scheduling delivery. Each City Contact is as noted on the attached schedule, Appendix A.

B. Deliveries shall be made only with trucks dedicated solely for the transportation of solar salt in order to prevent contamination and coagulation. Any product received that appears to have been tampered with or contaminated, will be returned to the awarded vendor for replacement, at no additional cost to the City.

C. All bulk shipment shall be accompanied by certified weight tickets. Certificate shall indicate gross, tare, and net weights.

D. All delivery trucks shall be in A-1 Mechanical Condition throughout the term of the contract. All drivers shall be appropriately licensed and trained in proper handling, use and operation of equipment required for delivery of product throughout the term of the contract.

E. Minimum Delivery requirements shall be approximately 25 tons. Bidder shall not impose any further minimum ordering requirements.

1.05.2 Guidelines for City of Boca Raton

A. All bulk chemical deliveries shall be secure from tampering in route to the delivery point utilizing portal sealing devices. Prior to delivery, awarded Bidder is responsible for having an emailed copy of the bill of lading sent to Ed Catalano at the receiving facility (ecatalano@myboca.us.) Bill of lading shall identify the name of the driver (printed) and the serial numbers for all of the seals for all of the tanker's portals. The City of Boca Raton will not accept deliveries after 5:00 PM.

B. Only City of Boca Raton Utility Services staff shall remove seals after inspection of the tanker. Drivers will be required to show a valid driver's license with picture I.D. to be admitted into the Glades Road Utility Complex. Broken portal seals or the absence of portal seals shall be grounds for rejecting the delivery at no expense to the City.

1.05.3 Guidelines for Co-Op Participants

Contact information, including fax numbers (if relevant) and email addresses to be provided at post award meeting with any special delivery requirements.

1.06 QUALITY CONTROL PROGRAM

Bidder and or the manufacturer of the product shall have a Quality Control Program in place at the plant location manufacturing the product bid.

Appendix A

Co-Op Agencies Estimated Annual Usage Schedule

| Agency | Contact | Annual Usage | Fittings | Tank |
|--|---|--------------|---|---|
| City of Boca Raton Wastewater Plant 1501 Glades Road Boca Raton, FL 33431 | Ed Catalano 561-338-7332 ecatalano@myboca.us | 1200 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting. | WWTP has two FRP tanks at 59 tons each |
| Town of Davie Water Plant System V 7351 SW 30 th Street Davie, FL 33314 | Daryl Cotton 954-327-3760 Daryl_cotton@davie-fl.gov | 450 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | 60 ton silo |
| Town of Davie Water Plant System III 3500 NW 76 th Ave. Hollywood, FL 33024 | Stanley Ebanks 954-327-3775 Stanley_ebanks@davie-fl.gov | 150 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | 32 ton silo |
| Town of Lantana Water Treatment Plant 510 W. Pine Street Lantana, FL 33462 | Jerry Darr or Miguel Perez 561-540-5760 waterplant@lantana.org | 1200 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | WTP has 34 ton tank |
| City of Margate Water Treatment Plant 980 NW 66 th Ave Margate, FL 33063 | Richard M. Uber 954-999-7298 or 954-972-0828 ruber@margatefl.com | 500 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | WTP has one tank @ 60 tons manufactured by Brine Maker. |
| City of Margate Wastewater Treatment Plant 6630 NW 9 th St Margate, FL 33063 | Wendell Wheeler 954-972-0828 x228 wwheeler@margatefl.com | 250 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | WWTP has one tank @ 60 tons capacity manufactured by Brine Maker. |
| City of Pembroke Pines 7960 Johnson Street Pembroke Pines, FL 33024 | Michael Cepeda 754-260-4505 michael.cepeda@jacobs.com | 800 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | 8650 gallon tank |

Continued on next page...

Appendix A
Continued...

Co-Op Agencies Estimated Annual Usage Schedule

| Agency | Contact | Annual Usage | Fittings | Tank |
|--|--|---------------------|--|--|
| City of Tamarac Water Treatment Plant 7803 NW 61 st Street Tamarac, FL 33321 | Jason Bentley or Nishaad Preetam 954-597-3787, 954-597-3776 Jason.Bentley@tamarac.org, Nishaad.Preetam@tamarac.org | 600 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | WTP has a 47 ton silo manufactured by Plas-Tanks Industries, Inc |
| Village of Palm Springs Site 1 360 Davis Rd Palm Springs, FL 33461 | Paul Ward 561-601-5780 pward@vpsfl.org | 600 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | 50 ton tank |
| Village of Palm Springs Site 2 5618 Basil Dr. West Palm Beach, FL 33415 | Paul Ward 561-601-5780 pward@vpsfl.org | 600 tons | Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting | 50 ton tank |

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

BID NO. 2021-024

BIDDERS CERTIFICATION

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths).

I certify that I am authorized to bind performance of this Bid for the Bidder. I certify that this Bid is made without collusion or fraud. I certify acceptance of the terms, conditions and specifications of this Invitation to Bid. I certify that this Bid submittal is in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid.

*Bidder must submit proof that their firm name is registered with their State of origin.

***Name of Bidder:** _____
(Firm Name as Registered with their State of origin)

Federal I.D. No.: _____

Above Bidder is: Corporation Limited Liability Corporation
 Sole Proprietorship Partnership/Joint Venture

Business Address:

Street Address : _____
(P.O. Box Address is not permitted)

City, State, Zip: _____

Mailing Address: check if same as Business Address above

Street Address: _____

City, State, Zip: _____

Business Phone No: _____

Business Fax No.: _____

Authorized Signer:

Name of Authorized Signer: _____

Title of Authorized Signer: _____
President or other Authorized Officer/Member/Manager

Email for Authorized Signer: _____

Authorized Written Signature: _____

STATE OF: _____ COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this ___ day of _____, 20 ____, by _____, who is personally known to me (or who has produced _____ as identification).

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME: _____

Commission Number: _____ My Commission Expires: _____

BID FORM

The City reserves the right to award this bid to the lowest responsive, responsible Bidder on a grand total or on an entity by entity basis as further detailed in item 3.07 of the Special Conditions. Prices quoted shall be firm and fixed for the initial contract period; product shall be in accordance with specifications noted herein.

| ITEM # | ENTITY NAME | ESTIMATED ANNUAL USAGE (E) | Freight Charge Per Location (F) | Unit Price (product only) (P) | Extended Price (F + P x E) |
|--------|---------------------------|----------------------------|---------------------------------|-------------------------------|----------------------------|
| 1 | City of Boca Raton, WWTP | 1,200 tons | \$ _____ / Per Ton | \$ _____ / Per Ton | \$ _____ |
| 2 | Town of Davie WTP | 600 tons | \$ _____ / Per Ton | \$ _____ / Per Ton | \$ _____ |
| 3 | City of Lantana, WTP | 1200 tons | \$ _____ / Per Ton | \$ _____ / Per Ton | \$ _____ |
| 4 | City of Margate WTP, WWTP | 750 tons | \$ _____ / Per Ton | \$ _____ / Per Ton | \$ _____ |
| 5 | City of Pembroke Pines | 800 tons | \$ _____ / Per Ton | \$ _____ / Per Ton | \$ _____ |
| 6 | City of Tamarac, WTP | 600 tons | \$ _____ / Per Ton | \$ _____ / Per Ton | \$ _____ |
| 7 | Village of Palm Springs | 1200 tons | \$ _____ / Per Ton | \$ _____ / Per Ton | \$ _____ |

| | |
|---|----------|
| Grand Total (Sum of Extended Prices for Lines 1 - 7) | \$ _____ |
|---|----------|

Specify Mfg. /Name of Product being bid: _____ Bulk load Truck Delivery is: _____ tons

Name of Bidder: _____

BIDDERS CHECKLIST

All bids should be submitted on the City provided Bid Package forms. All blanks on the proposed forms must be completed. Bidder is to return a complete set of all bid package forms listed as follows. Failure to submit the required documents may result in your bid being considered non- responsive and thereby rejected.

- 1. Qualification of Bidder’s information included? Yes ____ No ____
- 2. Questionnaire of Bidder’s information included? Yes ____ No ____
- 3. Copy of Bidder’s valid Business Tax Receipt submitted? Yes ____ No ____
- 4. Bidder including proof of NSF 60 Certification or 3rd party as per Technical Specification item 1.03? Yes ____ No ____
- 5. MSDS Sheets for product submitted as per Technical Specification item 1.03? Yes ____ No ____
- 6. Product Information and Descriptive Literature submitted clearly detailing items bid meet specifications herein (Section 1.02 of Technical Specifications) ? Yes ____ No ____
- 7. Appropriate bid pages signed? Yes ____ No ____
- 8. Bidder’s certification form signed, notarized and submitted? Yes ____ No ____
- 9. Bid submitted per Instructions to Bidders, Special Conditions item 1.01? Yes ____ No ____
- 10. Addendum (if any issued) submitted? Yes ____ No ____
- 11. Proof that firm name is registered with their State of origin? Yes ____ No ____
- 12. Proof of ability to obtain insurance submitted? Yes ____ No ____
- 13. Drug Free Workplace Form submitted? Yes ____ No ____

14. Name of individual submitting Bid: _____

Email address: _____ Ph: _____

15. Contact person for Insurance Certificate: _____

Phone: _____ Email: _____

Name of Bidder: _____

QUALIFICATION OF BIDDERS INFORMATION

This bid shall be awarded only to a responsive and responsible Bidder, qualified to provide the product specified and meets or exceeds the qualification requirements listed below. The Bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm’s qualifications.

1. Bidder shall have a minimum of three (3) satisfactory references for similar size Public Entity accounts for the product bid. Similar size shall mean a minimum of 1,200 tons per year. References shall be satisfactorily completed within the time range of 3/1/2017 through 3/1/2021.

REFERENCE #1

| |
|---|
| Public Entity Name: _____ |
| Address: _____ |
| City, State, Zip: _____ |
| Contact Name: _____ Title: _____ |
| Phone: _____ : Fax: _____ Email: _____ |
| Date of Service or Contract Period: _____ |
| Mfg. and Name of Product Supplied _____ _____ _____ |
| Estimated Annual Quantity Supplied: _____ |

REFERENCE #2

| |
|--|
| Public Entity Name: _____ |
| Address: _____ |
| City, State, Zip: _____ |
| Contact Name: _____ Title: _____ |
| Phone: _____ : Fax: _____ Email: _____ |
| Date of Service or Contract Period: _____ |
| Mfg. and Name of Product Supplied: _____ _____ _____ |
| Estimated Annual Quantity Supplied: _____ |

Continued on next page...

Name of Bidder: _____

QUALIFICATION OF BIDDERS INFORMATION

Continued.

REFERENCE #3

| |
|--|
| Public Entity Name: _____ |
| Address: _____ |
| City, State, Zip: _____ |
| Contact Name: _____ Title: _____ |
| Phone: _____ : Fax: _____ Email: _____ |
| Date of Service or Contract Period: _____ |
| Mfg. and Name of Product Supplied: _____ _____ _____ |
| Estimated Annual Quantity Supplied: _____ _____ |

2. The City will not award a bid to any Bidder who cannot provide evidence that their Firm Name identified on the "Signature of Bidder" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

Bidder to indicate number of years their firm has been in business. _____

Proof submitted as attachment: Yes ____ No ____

Name of Bidder: _____

Questionnaire

1. Description of the physical plant and facilities to adequately supply the City.

2. Details of shipping method to be used _____

3. Listing of office hours and Office personnel during these hours for coordination of service.

Office Hours: _____

A. Contact Information for order placement/delivery inquiries:

Name (s) _____

Phone / Email address: _____

B. Contact Information for billing questions:

Name (s) _____

Phone / Email address: _____

C. Contact Information for Insurance questions:

Name (s) _____

Phone / Email address: _____

4. Bidder and or the manufacturer of the product shall have a Quality Control Program in place at the plant location manufacturing the product bid.

Detail the Quality Control Program in place or submit as an attachment.

Quality Control program is in place at _____ plant location.

Provide the name and contact phone number of the person who is responsible for the Quality Control/Assurance program:

_____ Ph: _____

5. Awarded Vendor shall submit Summary of Sales report to Lead Agency of shipments to individual entities in accordance with NIGP SE Chapter as detailed in applicable Co-Op Cover Sheet.

Contact Person who will submit Co-op Usage reports to Lead Agency: _____

Email: _____ Telephone Number: _____

Name of Bidder: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

_____ does:
(Name of Business)

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

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

Signature of Bidder

Date

STATEMENT OF NO BID

(No Bid may be submitted electronically within the electronic bidding system.)

If you are not bidding on this service/commodity, please complete and return this form to: City of Boca Raton Purchasing Department, 201, W. Palmetto Park Road, Boca Raton, Florida 33432.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to bid on _____
service/commodity

because of the following reasons:

_____ Insufficient time to respond to the Invitation to Bid

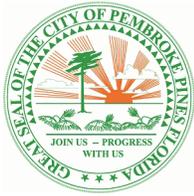
_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Other (specify below)

REMARKS: _____



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 4.

File ID: 21-0473

Type: Purchase

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 06/01/2021

Short Title: Purchase of Solar Salt

Final Action: 06/16/2021

Title: MOTION TO APPROVE THE PURCHASE OF SODIUM CHLORIDE (SOLAR SALT) ON AN AS NEEDED BASIS FROM MORTON SALT, INC., UTILIZING THE SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE PURCHASING GROUP (CO-OP) BID #2021-024 FOR AN ESTIMATED ANNUAL AMOUNT NOT TO EXCEED \$109,992, PURSUANT TO SECTION 35.18(C)(6) OF THE CITY'S CODE OF ORDINANCES.

***Agenda Date:** 06/16/2021

Agenda Number: 4.

Internal Notes:

Attachments: 1. Co-Op Agreement

| | | | | |
|--|-----------------|------------|---------|------|
| 1 | City Commission | 06/16/2021 | approve | Pass |
| Action Text: A motion was made to approve on the Consent Agenda | | | | |
| Aye: - 5 Mayor Ortis, Vice Mayor Good Jr., Commissioner Schwartz, Commissioner Castillo, and Commissioner Siple | | | | |
| Nay: - 0 | | | | |

MOTION TO APPROVE THE PURCHASE OF SODIUM CHLORIDE (SOLAR SALT) ON AN AS NEEDED BASIS FROM MORTON SALT, INC., UTILIZING THE SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE PURCHASING GROUP (CO-OP) BID #2021-024 FOR AN ESTIMATED ANNUAL AMOUNT NOT TO EXCEED \$109,992, PURSUANT TO SECTION 35.18(C)(6) OF THE CITY'S CODE OF ORDINANCES.

SUMMARY EXPLANATION AND BACKGROUND:

- As part of the agreement with Operations Management International, Inc., the City is responsible for providing chemicals for the operation of the Utilities Division.
- The Utilities Division utilizes the chemical, Solar Salt, as part of the Water Treatment Process at the Water Treatment Plant.

3. The previous Co-Op Agreement for the purchase of Solar Salt with Morton Salt, Inc., and the City of Boca Raton as the lead agency that the City utilized ended on May 31, 2021.

4. The City of Boca Raton as lead agency for the Southeast Florida Governmental Purchasing Cooperative (Co-Op) advertised Bid #2021-024 on April 9, 2021.

5. On May 3, 2021, the City of Boca Raton opened one (1) proposal for Solar Salt from the following vendor:

| | |
|-------------------|-----------------|
| Vendor | Delivered Price |
| Morton Salt, Inc. | \$137.49 |

6. On May 25, 2021, the City of Boca Raton approved to enter into a new one (1) year agreement with Morton Salt, Inc., commencing June 1, 2021 and ending on May 31, 2022, with three (3) one (1) year renewal options.

7. Currently, the City of Pembroke Pines uses approximately 800 tons of Solar Salt per year.

8. Request City Commission to approve the purchase of Sodium Chloride (Solar Salt) on an as needed basis from Morton Salt, Inc., utilizing the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Bid #2021-024 for an estimated annual amount of \$109,992, pursuant to Section 35.18(C)(6) of the City's Code of Ordinances.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$36,664 (\$9,166/month x 4 months) for remainder of current FY.
- b) **Amount budgeted for this item in Account No:** \$36,664 available in Account No. 471-533-6031-552430-0000-000-0000 (Operating Chemicals)
- c) **Source of funding for difference, if not fully budgeted:** Not applicable.
- d) **5 year projection of the operational cost of the project:**

| | Current FY | FY2021-22 | Year 3 | Year 4 | Year 5 |
|--------------|------------|-----------|--------|--------|--------|
| Revenues | \$0 | \$0 | \$0 | \$0 | \$0 |
| Expenditures | \$36,664 | \$73,328 | \$0 | \$0 | \$0 |
| Net Cost | \$36,664 | \$73,328 | \$0 | \$0 | \$0 |

- e) **Detail of additional staff requirements:** Not Applicable.