



# City of Pembroke Pines, FL

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

## Agenda Request Form

Agenda Number: 4.

File ID: 20-0746

Type: Purchase

Status: Passed

Version: 1

Agenda

In Control: City Commission

Section:

File Created: 10/06/2020

Short Title: Purchase of Quicklime

Final Action: 10/21/2020

**Title:** MOTION TO APPROVE THE PURCHASE OF QUICKLIME ON AN AS NEEDED BASIS FROM LHOIST NORTH AMERICA OF ALABAMA, LLC. UTILIZING THE SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE PURCHASING GROUP (CO-OP) BID # 20-21B FOR AN ESTIMATED ANNUAL FISCAL YEAR AMOUNT NOT TO EXCEED \$1,196,160 (4,200 TONS X \$284.80/TON), PURSUANT TO SECTION 35.18(C)(6) OF THE CITY'S CODE OF ORDINANCES.

\*Agenda Date: 10/21/2020

Agenda Number: 4.

Internal Notes:

**Attachments:** 1. Co-Op - Furnish, Deliver & Discharge of Quicklime - Lhoist North America of Alabama (2020-2023)

1 City Commission 10/21/2020 approve Pass

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

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

Nay: - 0

---

### PROCUREMENT PROCESS TAKEN:

- *Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."*
- *Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."*
- *Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"*
- *Section 35.18(C)(6) states that, "Cooperative purchasing plans are exempt from this section."*

- **Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."**
- **Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."**

#### **SUMMARY EXPLANATION AND BACKGROUND:**

1. As part of the agreement with Operations Management International, Inc., the City is responsible for providing chemicals for the operation of the Utilities Division.
2. The Utilities Division uses the chemical, Quicklime, as part of the water treatment process conducted at the Water Treatment Plant.
3. The current Co-Op agreement for Quicklime with Lhoist North America of Alabama, LLC. and the City of Tamarac as the lead agency that the City utilizes ends October 31, 2020.
4. The City of Tamarac as lead agency for the Southeast Florida Governmental Purchasing Cooperative (Co-Op) advertised Bid # 20-21B, "Furnish, Deliver and Discharge of Quicklime" on August 12, 2020.
5. On August 31, 2020, The City of Tamarac opened one (1) proposal for Quicklime Type 1-Pebble Lime and Type 1A-Foundry/Rice Lime from the following vendor:

Vendor	Delivered Price
Lhoist North America of Alabama, LLC.	\$284.80 per ton

6. On September 23, 2020, the City of Tamarac approved to enter into a new three (3) year contract with Lhoist North America of Alabama, LLC., commencing November 1, 2020 and ending on October 31, 2023, with three (3) one (1) year renewal options.
7. Currently the City of Pembroke Pines uses approximately 4,200 tons of Quicklime per year.
8. Request City Commission to approve the purchase of quicklime on an as needed basis from Lhoist North America of Alabama, LLC. utilizing the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Bid #20-21B for an estimated annual fiscal year amount not to exceed \$1,196,160 (4,200 tons x \$284.80/ton), pursuant to Section 35.18(C)(6) of the City's Code of Ordinances.

#### **FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** \$1,196,160
- b) **Amount budgeted for this item in Account No:** \$1,196,160 is currently available in

account # 471-533-6031-52430 (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:** The agreement term is effective on November 1, 2020 and ending on October 31, 2023, with three (3) one (1) year renewal options. The estimated annual fiscal year, commencing on October 1 - September 30, amount shall not exceed \$1,196,160.

	Current FY	FY 2021-22	FY 2022-23	N/A	N/A
Revenues	\$0	\$0	\$0	N/A	N/A
Expenditures	\$1,196,160	\$1,196,160	\$1,196,160	N/A	N/A
Net Cost	\$1,196,160	\$1,196,160	\$1,196,160	N/A	N/A

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



## Southeast Florida Governmental Purchasing Cooperative Group

### CONTRACT AWARD

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

**PAGE 1 OF 2**

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: \_\_\_\_\_

---

### SECTION #1 VENDOR AWARD

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell/Pager: \_\_\_\_\_ Email Address: \_\_\_\_\_

Website: \_\_\_\_\_ FEIN: \_\_\_\_\_

### VENDOR AWARD

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell/Pager: \_\_\_\_\_ Email Address: \_\_\_\_\_

Website: \_\_\_\_\_ FEIN: \_\_\_\_\_

**VENDOR AWARD**

Vendor Name: \_\_\_\_\_  
Vendor Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Cell/Pager: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Website: \_\_\_\_\_ FEIN: \_\_\_\_\_

**VENDOR AWARD**

Vendor Name: \_\_\_\_\_  
Vendor Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Cell/Pager: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Website: \_\_\_\_\_ FEIN: \_\_\_\_\_

**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 Tamarac**  
**Interoffice Memorandum**  
**Financial Services Department**  
**PURCHASING DIVISION**

**To:** Michael C. Cernech, City Manager  
**From:** Keith K. Glatz, Purchasing & Contracts Manager  
**Thru:** Christine J. Cajuste, Interim Director of Financial Services  
**Date:** September 8, 2020  
**Re:** Temp Reso #13501 – Award of Agreement – Bid #20-21B, “Furnish, Deliver and Discharge of Quicklime”

**Recommendation:**

The Director of Public Services and Purchasing and Contracts Manager recommend placement of the above referenced item on the consent agenda of the September 23, 2020 Commission meeting, authorizing the award of an Agreement for an initial three (3) year term effective November 1, 2020 through October 31, 2023, with up to three (3) one year renewal options, authorizing a quarterly material adjustment for Quicklime purchased from Lhoist North America of Alabama, LLC, (Lhoist) for the City of Tamarac, and twenty-three (23) additional member agencies of the Southwest Florida Governmental Purchasing Cooperative (Co-op); and Carmeuse Lime and Stone Inc. for high calcium granular quicklime on behalf of one entity in the Co-op.

**Issue:**

The existing agreement with Lhoist for the City and the SE Florida Governmental Purchasing Co-op; as well as an existing agreement with Carmeuse Lime and Stone is set to expire on October 31, 2020. New bid #20-21B was recently solicited, and an award needs to be approved so that the City will have a vendor to furnish, deliver and discharge quicklime at the City's Water Treatment Plant.

**Background:**

The City utilizes quicklime in the Public Services Water Treatment Plant. The current agreement with Lhoist will expire on October 31, 2020, and due to some requested industry-wide market structural changes, we were unable to exercise any of the original contract renewal options. Price adjustments under this agreement utilize several market indices, including several U. S. Government indices, such as those issued by the Bureau of Labor Statistics, as well as several industry-accepted privately published indices. As a result of market conditions, the existing formula models were not accounting for actual labor costs incurred by all of the firms in the Quicklime market, but our contract language did not provide the necessary flexibility to account for the modification of the pricing model. Regarding the model factors that were adjusted, the change with the greatest impact was the adjustment of the labor index used which was factoring only actual labor wages, and did not to include a factor for fringe benefits. This omission has created significant stress on the contractors, especially after benefit costs began to significantly

escalate a few years ago. There was also a change to the reporting location for diesel fuel from West Texas to the Gulf Coast, since pricing in that region has tended to be more stable. Finally, Lhoist was able to leverage a reduction in transportation costs through the use of privately-owned rail cards rather than contracting with a public rail line.

The new Agreement provides language that will allow the City to review and modify model changes in the future. Accordingly, bid #20-21B was solicited by formal advertisement in the Sun Sentinel, publication on the City's web-site via Bids and Tenders, as well as on DemandStar.com. There were three (3) planholders that downloaded the bid, however, only two bids were submitted from Lhoist and Carmeuse Lime and Stone. The bid response submitted by Lhoist provided the lowest pricing for all but one item on the bid. As a result, it is being recommended that the bid from Lhoist be awarded, and an Agreement executed on behalf of the City of Tamarac and on behalf of an additional twenty-three (23) participating governmental agencies Co-op.

The bid response from Carmeuse Lime and Stone Inc. provided the lowest pricing for high calcium granular lime used by the City of Hollywood Wastewater treatment plant. The cost savings for the City of Hollywood by awarding one item to Carmeuse Lime and Stone will be approximately \$500,000 annually, justifying the split award.

The initial term of the Agreement will be for three (3) years, beginning on November 1, 2020, with up to three (3) additional one (1) year renewals that may be exercised based on satisfactory performance.

Section 5 of the Agreement provides that prices may be adjusted on a quarterly basis each October 1st, January 1st, April 1st and July 1st if the vendor is able to provide substantive documentation to support the request for increase. The Agreement utilizes a contract adjustment model providing for pricing adjustments on a quarterly basis subject to verification of actual cost changes for labor, raw materials (lime) production materials (coal) and fuel pricing. As mentioned earlier, the model utilized previously has been modified to account for industry-wide changes; however, it should be noted that the contract is structured in such a manner that we may see reductions in certain quarters, which has been our experience in the past, which often occurs due to reductions caused by de-escalating fuel and raw materials costs. Staff and other agencies in the Co-op feel that our ability to maintain better control of costs has been significantly enhanced through the institution of the current model. The pricing bid by both Lhoist and Carmeuse Lime and Stone reflects an approximate increase of 11% for Lhoist and 4% for Carmeuse.

As in past years, the marketplace for Quicklime in South Florida is still very volatile. While production capacities have increased, and fuel costs for both production and transportation have been generally lower, our quicklime suppliers have been forced to purchase some of their raw materials from further away, which has increased their overall raw materials and transportation costs. The use of the quarterly model for price adjustments has actually resulted in a great deal of price stability for the City and other Co-op Lhoist Lime users, as our current price of \$252.69 per delivered ton is very attractive by comparison to recent current pricing being charged by Lhoist in this area as shown in Chart 1 below for entities that require Lhoist to provide stable annual pricing. The reason for the disparity between our pricing and the pricing charged to other entities is that Lhoist and other suppliers must factor in a higher level of contract risk in order to maintain firm pricing. Additionally, pricing can actually decrease as well for both the material and delivery cost, as demonstrated in Chart 2 shown below.

**Chart 1 -- Current Delivered Per Ton Pricing For Surrounding Entities:**

Palm Beach County Utilities	\$392.24
Cities of Boynton Beach, Lake Worth Beach & Riviera Beach:	\$309.34 *
City of Naples	\$301.13
City of Tamarac – SE FL Co-op (as of July 1, 2020)	\$252.69
City of Tamarac – SE FL Co-op (effective Nov. 1, 2020)	\$284.80

**Chart 2 – City Quicklime Pricing: October 2019 – September 2020**

<b>Date</b>	<b>Material Cost/Ton</b>	<b>Trans/Surcharges**</b>	<b>Total Cost/Ton</b>
October 1, 2019:	\$162.71	\$105.11	\$267.82
January 1, 2020:	\$161.49	\$107.55	\$269.04
April 1, 2020:	\$161.21	\$106.83	\$268.04
July 1, 2020:	\$147.26	\$105.43	\$252.69

\*The Cities of Boynton Beach, Lake Worth Beach and Riviera Beach have joined the SE Florida Govt. Purchasing Co-op Agreement for the first time with this Agreement. Each of the entities will be paying \$284.80 per ton; and will not renew their existing agreement at \$309.34 per ton which will represent a significant savings as a result.

\*\*Transportation charges are additionally adjusted based on a prescribed fuel surcharge formula for every \$.05 increase or decrease in the price of fuel. Fuel charges have generally been under \$4.00 for each quarter.

Accordingly, it is recommended that an award be made, and agreements executed with Lhoist for the City of Tamarac, and on behalf of twenty-three (23) additional entities in the Co-op; and with Carmeuse Lime & Stone, Inc., for high calcium granular quicklime for the City of Hollywood for a period of three (3) years.

**Fiscal Impact:**

Based on our estimated use of approximately 1500 tons of quicklime, we anticipate that the cost of lime will likely show see a slight increase of an additional 1%-- 5% based on the fact that the new model represents a one-time increase of 11% and will only be subject to actual market changes during the agreement, which we do not project to significantly increase over the initial three (3) year contract period. Accordingly, we anticipate that our total expenditures for quicklime for FY21 will be approximately \$427,200, considering incremental changes throughout the year. It should be noted, however, that any unanticipated change in fuel, raw material market prices or water usage patterns may significantly impact our cost and quantity assumptions.

Cc:    Jack Strain  
      Earl Henry  
      Anthony Licata

WHEREAS, three (3) vendors downloaded the bid from the City's website; and two (2) complete bids were opened and reviewed to determine cost and responsiveness to the City's specifications; and

WHEREAS, Lhoist North America of Alabama, LLC submitted the lowest delivered bid price per ton for the City, and prices as shown on the bid tabulation for other members of the Co-Op, a copy of the bid tabulation is attached hereto as Exhibit "1"; and

WHEREAS, Lhoist North America of Alabama, LLC was deemed the lowest responsive and responsible bidder for the City of Tamarac, and for twenty-three (23) members of the Co-op, with a copy of the bid submitted on file with the City Clerk; and

WHEREAS, Carneuse Lime and Stone was deemed the lowest responsive and responsible bidder for high calcium granular quicklime for the City of Hollywood, a member of the Co-op, with a copy of the bid submitted on file with the City Clerk; and

WHEREAS, the City of Tamarac, acting as lead agency for the Co-op acts on behalf of the Co-op when awarding contracts for quicklime; and

WHEREAS, pursuant to Section 5 of the executed Agreements, Lhoist North America of Alabama, LLC, and Carneuse Lime & Stone, Inc. may seek a price adjustment on a quarterly basis based on actual costs or in accordance with one or more recognized indices; and

WHEREAS, current dynamic economic conditions dictate that the best interests of the City and the Co-op will be met by the utilization of an ongoing

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2020- 095

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AWARD BID #20-21B, "FURNISH, DELIVER AND DISCHARGE OF QUICKLIME" TO, AND EXECUTE AGREEMENTS WITH, LHOIST NORTH AMERICA OF ALABAMA, LLC FOR THE CITY OF TAMARAC AND AN ADDITIONAL TWENTY-THREE MEMBERS OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE (CO-OP); AND WITH CARMEUSE LIME AND STONE ON BEHALF OF ONE CO-OP MEMBER, THE CITY OF HOLLYWOOD, FOR A PERIOD OF THREE (3) YEARS WITH THREE (3) ADDITIONAL ONE-YEAR RENEWAL OPTIONS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE  
AND CORRECT COPY OF R-2020-095  
THE ORIGINAL OF WHICH IS ON FILE IN CITY HALL  
WITNESS MY HAND AND OFFICIAL SEAL  
OF THE CITY OF TAMARAC, FLORIDA.

THIS 25 DAY OF SEPTEMBER, 2020

*Shambra J. Hill*  
Shambra J. Hill  
CITY CLERK

WHEREAS, the City of Tamarac served as "lead agency" on Bid 20-21B, "Furnish, Deliver and Discharge of Quicklime" issued on behalf of the Southeast Florida Governmental Purchasing Cooperative (Co-op); and

WHEREAS, Twenty-one governmental agencies, including the City of Tamarac will utilize this bid to purchase approximately 65,170 tons annually, of quicklime for the Co-op, of which approximately 1,500 tons will be purchased for the City of Tamarac, a copy of said bid is on file with the City Clerk; and

WHEREAS, the City of Tamarac publicly advertised Bid 20-21B, "Furnish, Deliver and Discharge of Quicklime" on the City's web-site and in the Sun-Sentinel on August 16, 2020; and

quarterly material price adjustment formula, which allows for escalation and de-escalation of material pricing on a quarterly basis, effective October 1<sup>st</sup>, January 1<sup>st</sup>, April 1<sup>st</sup> and July 1<sup>st</sup> of each year; and

WHEREAS, sufficient funds are available from the Public Services Department Operating funds; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that Bid 20-21B be awarded to and an agreement executed with Lhoist North America of Alabama, LLC for furnishing, delivering and discharging quicklime, for a period of three years with three (3) additional one (1) year renewal options for the City of Tamarac, and on behalf of twenty (20) other agencies in the Co-op; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that Bid 20-21B be awarded to and an agreement executed with Carneuse Lime and Stone for furnishing, delivering and discharging high calcium granular quicklime, for a period of three (3) years with three (3) additional one (1) year renewal options for the City of Hollywood, an agency in the Co-op; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the residents of the City of Tamarac to award Bid 20-21B and execute an agreement with Lhoist North America of Alabama, LLC for furnishing, delivering and discharging quicklime, for a period of three (3) years with three (3) additional one (1) year renewal options, on behalf of the City of

Tamarac and on behalf of an additional Twenty (20) agencies in the Southeast

Florida Governmental Purchasing Cooperative, and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the residents of the City of Tamarac to award Bid 20-21B and execute an agreement with Carmeuse Lime and Stone for furnishing, delivering and discharging high calcium granular quicklime, for a period of three (3) years with three (3) additional one (1) year renewal options, for the City of Hollywood, an agency in the Co-op.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof and all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The award of Bid 20-21B, "Furnish, Deliver and Discharge of Quicklime", to Lhoist North America of Alabama, LLC, on behalf of the City of Tamarac and twenty-three (23) agencies in the Southeast Florida Governmental Purchasing Cooperative, is HEREBY AUTHORIZED.

SECTION 3: The appropriate City officials are hereby authorized to execute an agreement with Lhoist North America of Alabama, LLC as part of said

award, a copy of which is attached hereto as Exhibit "2" for prices as shown in Exhibit "1" on behalf of the City of Tamarac and twenty-three (23) entities within the Southeast Florida Governmental Purchasing Cooperative.

SECTION 4: The award of Bid 20-212B, "Furnish, Deliver and Discharge of Quicklime", to Carmeuse Lime and Stone, for the provision of high calcium granular lime for the City of Hollywood, an agency in the Co-op, is HEREBY AUTHORIZED.

SECTION 5: The appropriate City officials are hereby authorized to execute an agreement with Carmeuse Lime and Stone as part of said award for high calcium quicklime, a copy of which is attached hereto as Exhibit "3" for prices as shown in Exhibit "1" on behalf of the City of Hollywood, an agency in the Co-op.

SECTION 6: The City Manager, or his designee, is hereby authorized to approve and execute any subsequent renewal options to this Agreement, and to initiate Change Orders in amounts not to exceed \$65,000 per Section 6-147 of the City Code.

SECTION 7: All resolutions or parts of resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

SECTION 8: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

September 3, 2020

SECTION 9: This Resolution shall become effective immediately

upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 23<sup>rd</sup> day of September 2020.

  
MICHELLE J. GOMEZ  
MAYOR

ATTEST:

  
JENNIFER JOHNSON, CMC

CITY CLERK

I HEREBY CERTIFY that I  
Have approved this  
RESOLUTION as to form.

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ

Yes

DIST 1: V/M BOLTON

Yes

DIST 2: COMM. GELIN

Yes

DIST 3: COMM. FISHMAN

Yes

DIST 4: COMM. PLACKO

Yes

  
SAMUEL S. GOREN  
CITY ATTORNEY

**20-21B - Furnish, Delivery and Discharge of Quicklime - Quote Form - Type 1 – Pebble Lime**

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	Carmeuse Lime & Stone				Lhoist North America of Alabama, LLC			
				PRICE PER TON	FREIGHT CHARGE	Delivered Price	Agency Total	PRICE PER TON	FREIGHT CHARGE	Delivered Price	Agency Total
1	Broward County Dist. 1	3701 N State Road 7	2500	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.80	\$284.80	\$712,000.00
2	Broward County Dist. 2	1390 NE 51 St.	4500	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.80	\$284.80	\$1,281,600.00
3	City of Coral	3800 NW 85th	1352	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.80	\$284.80	\$385,049.60
4	Town of Davie	3500 NW 76th Avenue	1000	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.80	\$284.80	\$284,800.00
5	City of Dania Beach	1201 Stirling Road Dania	350	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.80	\$284.80	\$99,680.00
6	City of Deerfield Beach	290 Goolsby Blvd. – West Plant	1415	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.80	\$284.80	\$402,992.00
7	City of Fort Lauderdale	949 NW 38th St. Ft. Lauderdale	11500	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.80	\$284.80	\$3,275,200.00
8	City of Hallandale	630 NW 6th	900	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.8000	\$284.80	\$256,320.00
9	City of Lake Worth Beach	301 College St. Lake Worth	525	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.8000	\$284.80	\$149,520.00
10	City of Lauderhill	2101 NW 49th	1825	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.8000	\$284.80	\$519,760.00
11	City of North Lauderdale	841 NW 71st Avenue North	650	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.8000	\$284.80	\$185,120.00
12	City of North	12098 NW 11th	1150	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.8000	\$284.80	\$327,520.00
13	Village of Palm	360 David Road	600	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.8000	\$284.80	\$170,880.00
14	Village of Palm Springs	5618 Basil Drive West Palm Beach	600	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.8000	\$284.80	\$170,880.00
15	City of Pompano Beach	City of Pompano Beach	2200	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.8000	\$284.80	\$626,560.00
16	City of Riviera Beach	800 W. Blue Heron Blvd. Riviera Beach	588	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$82.8000	\$284.80	\$167,462.40

17	City of Sunrise	4350 Springtree Drive Sunrise	2400	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$683,520.00
18	City of Sunrise	15400 Sludge Mill Road Davie	600	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$170,880.00
19	Village of Wellington	1100 Wellington Trace Wellington	1330	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.8000	\$284.80	\$378,784.00
Subtotal:											\$10,248,528.00

### 20-21B - Furnish, Delivery and Discharge of Quicklime - Quote Form - Type 1A -- Foundry/Rice Lime

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	Carmeuse Lime & Stone				Lhoist North America of Alabama, LLC			
				PRICE PER TON	FREIGHT CHARGE	Delivered Price	Agency Total	PRICE PER TON	FREIGHT CHARGE	Delivered Price	Agency Total
1	City of Boynton Beach	124 E. Woolbright Rd. Boynton Beach	1685	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 479,888.00
2	City of Delray Beach	201 SW 7th St. Delray Beach	3650	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 1,039,520.00
3	City of Hollywood	3441 Hollywood Blvd. Hollywood	2400	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 683,520.00
4	City of Margate	980 NW 66th Ave Margate	2000	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 569,600.00
5	City of North Miami Beach	19150 NW 8th Ave Miami Gardens	3000	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 854,400.00
6	City of Pembroke Pines	7960 Johnson Street Pembroke Pines	4200	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 1,196,160.00
7	City of Tamarac	7803 NW 61st Street Tamarac	1500	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 427,200.00

8	City of West Palm Beach	1009 Banyan Blvd. West Palm Beach	5200	No Bid	No Bid	No Bid	No Bid	\$ 202.00	\$ 82.80	\$ 284.80	\$ 1,480,960.00
Subtotal:											\$ 6,731,248.00

**20-21B - Furnish, Delivery and Discharge of Quicklime - Quote Form - Type 2 – Hi CAL Granular**

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	Carmeuse Lime & Stone				Lhoist North America of Alabama, LLC			
				PRICE PER TON		FREIGHT CHARGE	Delivered Price Agency Total		PRICE PER TON		FREIGHT CHARGE
1	City of Hollywood	Wastewater 1621 N14th Ave Hollywood	5550	\$ 190.00	\$ 100.99	\$ 290.99	\$ 1,614,994.50	\$ 202.00	\$ 180.33	\$ 382.33	\$ 2,121,931.50
Subtotal:							\$ 1,614,994.50				\$ 2,121,931.50

GRAND TOTAL AWARD

\$ 1,614,994.50

\$ 16,979,776.00



Keith K. Glatz

**AGREEMENT**  
**BETWEEN THE CITY OF TAMARAC**  
**AND**  
**LHOIST NORTH AMERICA OF ALABAMA, LLC**

THIS AGREEMENT is made and entered into this 8<sup>th</sup> day of September, 2010 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Lhoist North America of Alabama, LLC an Alabama Limited Liability corporation duly registered as a Florida Foreign Limited Liability corporation with principal offices located at 5600 Clearfork Main Street, Suite 300, Fort Worth, Texas 76109 (the "Contractor") to Furnish, Deliver and Discharge of Quicklime for the City of Tamarac and participating member of the Southeast Florida Governmental Purchasing Cooperative.

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

### **1. The Contract Documents**

The contract documents consist of this Agreement, Bid Document No. 20-21B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Attachment A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 20-21B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 20-21B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

### **2. The Work**

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

**2.1.1** Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 20-21B, "Furnish, Deliver and Discharge Quicklime".

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

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

- 2.1.4** Contractor shall be required to provide a copy of the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 20-21B), with photo identification of all personnel authorized to be on premises at City delivery sites.
- 2.1.5** Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.
- 2.1.6** All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.
- 2.1.7** Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.
- 2.1.8** Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

### **3. Insurance**

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured; and shall list the City as the Certificate Holder. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:
  - o General Liability - \$1M per occ. / \$2M aggregate
  - o Automobile – \$1M per occ. / \$1M aggregate
  - o Workers Comp – Statutory
- 3.3.** Contractor shall at a minimum, provide the level of coverage provided for in Section 3.2 of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity.

### **4. Term**

The term of this Agreement shall be for an initial three (3) year period, beginning November 1, 2020 through October 31, 2023. The City reserves the right to renew this Agreement for three (3) additional one (1) years periods subject to the Contractor's acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City.

## 5. Contract Sum

The Contract Sum for the above work for entities listed in Attachment A (UNIT PRICING PROVIDED IN BID) herein, shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 20-21B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Attachment A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Attachment A, shall be firm for the initial contract period from November 1, 2020 through December 31, 2020, Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 5.3, "Escalation / De-escalation" shown herein beginning on January 1, 2021.

**5.1** Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the initial contract period from November 1, 2020 through December 31, 2020. Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 5.3, "Escalation / De-escalation" shown herein beginning on January 1, 2021.

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

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

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

**5.3 Escalation/De-escalation:**

**5.3.1** The City will accept price adjustments on a quarterly basis on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> of each year. The Contractor must submit sufficient documentation to be given consideration for a price increase; and must pass-on a price decrease when the Contractor's costs are reduced. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt's Coal Index, U.S. Bureau of Labor Statistics (BLS) reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, BLS Electric Power Generation, Transmission and Distribution Index, BLS Crushed and Broken Limestone Index, BLS mining Machinery and Equipment Index; and copies of vendor monthly internal cost reports and/or actual invoices.

**5.3.2** Rail and Truck freight charges and changes for transfer costs require written

verification from vendor's freight and transfer subcontractors, provided to the Purchasing & Contracts Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2020, subject to change in accordance with the schedule provided in Attachment B herein.

- 5.3.3** The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Attachment B to this Agreement.
- 5.3.4** Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases. The City reserves the right to allow the Contractor to utilize alternative indices for price adjustment justification; however, the Contractor will only be allowed to change these indices at the time of any potential contract renewal, unless the index or indices cease publication, in which case the Contractor will be allowed to make changes to for any discontinued index during the contract period. The City reserves final judgement in the determination of the acceptance of specific indices to be utilized for the justification of price adjustments.

## 6 Payments

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 20-21B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

## 7 Conditions of Material

All materials and products supplied by the Contractor in conjunction with this agreement shall conform to the specifications of the original bid #20-21B. The City reserves the right to return the product to the Contractor and require the delivery of new product at no cost to the City.

## 8 Indemnification

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

- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

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

**8.4** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

## **9 Non-Discrimination & Equal Opportunity Employment**

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

## **10 Independent Contractor**

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

liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

## **11 Assignment and Subcontracting**

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

## **12 Notice**

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

### **CITY**

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

With a copy to City Attorney at the following address:

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

### **CONTRACTOR**

Lhoist North America of Alabama, LLC  
5600 Clearfork Main Street, Suite 300  
Fort Worth, TX 76109  
Attn: Ron Thompson, CEO

## **13 Termination**

- 13.1 Termination for Convenience:** This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- 13.2 Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

## **14 Uncontrollable Forces**

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

earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

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

## **15 Agreement Subject to Funding**

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

## **16 Warranties**

Contractor warrants that the materials sold hereunder shall conform to the specifications set forth herein and shall be free and clear of all liens and other encumbrances. **CONTRACTOR MAKES NO FURTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED USE OR PURPOSE.**

## **17 Limitation of Liability**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, OR DEFAULT IN THE PERFORMANCE HEREOF, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY. CONTRACTOR'S LIABILITY FOR DAMAGES SHALL BE LIMITED TO REPLACEMENT OF NON-CONFORMING MATERIAL OR REIMBURSEMENT OF THE PURCHASE PRICE FOR SUCH NON-CONFORMING MATERIAL.

## **18 Venue**

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

## **19 Signatory Authority**

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

## **20 Severability; Waiver of Provisions**

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

## **21 Merger; Amendment**

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

## **22 No Construction Against Drafting Party**

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

## **23 Scrutinized Companies -- 287.135 AND 215.473**

- 23.1** By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.
- 23.2** Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

## **24 Public Records**

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

- 24.1.1** Keep and maintain public records required by the City in order to perform the service;
- 24.1.2** Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 24.1.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- 24.1.4** Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by

the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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

**25 Public Records Custodian**

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

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

Remainder of Page Intentionally Blank

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

**CITY OF TAMARAC**

Michelle J. Gomez, Mayor

Date



Michael C. Cernech, City Manager



Date

ATTEST:

  
Jennifer Johnson, CMC  
City Clerk

Date

Approved as to form and legal sufficiency:

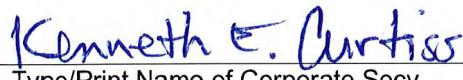


City Attorney



Date

ATTEST:

  
Signature of Corporate Secretary  
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

**LHOIST NORTH AMERICA OF ALABAMA, LLC**

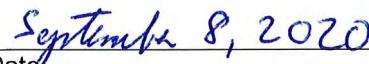
Company Name



Signature of CEO

**Ron Thompson**

CEO



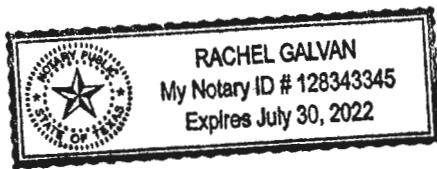
Date

**CORPORATE ACKNOWLEDGEMENT**

STATE OF FL : SS  
COUNTY OF Tarrant :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Ron Thompson, CEO of Lhoist North America of Alabama, LLC an Alabama Limited Liability Corporation duly registered as Florida Foreign Limited Liability Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 15 day of September, 20 2020



Rachel Galvan

Signature of Notary Public  
State of Florida at Large

Rachel Galvan

Print, Type or Stamp  
Name of Notary Public



Personally known to me or  
Produced Identification

\_\_\_\_\_  
Type of I.D. Produced

DID take an oath, or

DID NOT take an oath.

**ATTACHMENT A PARTICIPATING AGENCIES & UNIT PRICING PROVIDED IN BID**

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

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE / E-MAIL
City of Boynton Beach	124 E. Woolbright Rd.	Boynton Beach 33435	David Roland	561/742-6434 <a href="mailto:Roland@bbfl.us">Roland@bbfl.us</a>
Broward County Dist. 1A	3701 N State Road 7	Lauderdale Lakes 33319	Pedro Berrios	954/831-4115 / 954/553-0653 Cell <a href="mailto:PBerrios@broward.org">PBerrios@broward.org</a>
Broward County Dist. 2A	1390 NE 50th St.	Deerfield Beach 33064	Jose Otero	954/831-4127 / 954/234-1034 Cell <a href="mailto:JOtero@broward.org">JOtero@broward.org</a>
City of Coral Springs	3800 NW 85th Avenue	Coral Springs 33065	Alvan Jones	954/345-2162 <a href="mailto:ajones@coralsprings.org">ajones@coralsprings.org</a>
City of Dania Beach	1201 Stirling Road	Dania Beach 33004	Nate Costa	954/924-6808 x3616 <a href="mailto:ncosta@daniabeachfl.gov">ncosta@daniabeachfl.gov</a>
City of Delray Beach	201 SW 7 <sup>th</sup> St.	Delray Beach 33444	Bryan Heller	561/531-0817 <a href="mailto:HellerB@mydelraybeach.com">HellerB@mydelraybeach.com</a>
Town of Davie	3500 NW 76 <sup>th</sup> Avenue	Hollywood, FL 33024	Raul Sotelo	954/327-3748 <a href="mailto:Raul_sotelo@davie-fl.gov">Raul_sotelo@davie-fl.gov</a>
City of Deerfield Beach	290 Goolsby Blvd.	Deerfield Beach 33442	Joshua Niemann	954/480-4373 <a href="mailto:Jniemann@Deerfield-Beach.com">Jniemann@Deerfield-Beach.com</a>
City of Fort Lauderdale	949 NW 38 <sup>th</sup> Street	Oakland Park, 33309	Cesar Alza	954/828-7865 <a href="mailto:calza@fortlauderdale.gov">calza@fortlauderdale.gov</a>
City of Hallandale Beach	630 NW 2 <sup>nd</sup> Street	Hallandale 33009	John Fawcett	954/457-1632 <a href="mailto:jfawcett@cohb.org">jfawcett@cohb.org</a>
City of Hollywood	3441 Hollywood Blvd.	Hollywood 33021	Luis Montoya	954/967-4230 <a href="mailto:lmontoya@hollywoodfl.org">lmontoya@hollywoodfl.org</a>
City of Hollywood	1621 N. 14 <sup>th</sup> Avenue	Hollywood 33022	Coy Mathis Joel Blanco	954/921-3288 <a href="mailto:cmathis@hollywoodfl.org">cmathis@hollywoodfl.org</a> <a href="mailto:jblanco@hollywoodfl.org">jblanco@hollywoodfl.org</a>
City of Lake Worth Beach	301 College Street	Lake Worth Beach, 33460	Tim Sloan	561/586-1636 <a href="mailto:TSloan@LakeWorthBeachFL.Gov">TSloan@LakeWorthBeachFL.Gov</a>
City of Lauderhill	2101 NW 49th Avenue	Lauderhill 33313	Lurleen Evans	954/730-2972 / 954-730-4225 <a href="mailto:Levans@lauderhill.fl.gov">Levans@lauderhill.fl.gov</a>
City of Margate	980 NW 66 Ave.	Margate 33063	Richard Uber	954/972-0828 <a href="mailto:ruber@margatefl.com">ruber@margatefl.com</a>
City of North Lauderdale	841 NW 71 <sup>st</sup> Avenue	North Lauderdale 33068	Neil Buckeridge	954/597-4757 <a href="mailto:NBuckeridge@NLauderdale.org">NBuckeridge@NLauderdale.org</a>
City of North Miami	12098 NW 11 Ave.	North Miami 33168	Pavel Vida	305/953-2854 <a href="mailto:PVida@northmiamiFL.gov">PVida@northmiamiFL.gov</a>
City of North Miami Beach	19150 NW 8 <sup>th</sup> Avenue	Miami Gardens 33169	Moises Sierra / Carlos Carrazana	787/406-9628 305/650-0000 <a href="mailto:Moises.sierraortiz@jacobs.com">Moises.sierraortiz@jacobs.com</a> <a href="mailto:Carlos.carrazana@Citynmb.com">Carlos.carrazana@Citynmb.com</a>
Village of Palm Springs	360 Davis Road	Palm Springs 33461	Dave Burgin	561/635-4282 <a href="mailto:dburgin@vpsfl.org">dburgin@vpsfl.org</a>
Village of Palm Springs	5618 Basil Drive	West Palm Beach 33415	Dave Burgin	561/635-4282 <a href="mailto:dburgin@vpsfl.org">dburgin@vpsfl.org</a>
City of Pembroke Pines	7960 Johnson Street	Pembroke Pines 33024	Michael Cepeda	786/644-8762 <a href="mailto:michael.cepeda@jacobs.com">michael.cepeda@jacobs.com</a>

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE / E-MAIL
City of Pompano Beach	301 NE 12 <sup>th</sup> Street	Pompano Beach 33060	Phil Hyer	954/545-7030 <a href="mailto:Phil.hyer@copbfl.com">Phil.hyer@copbfl.com</a>
City of Riviera Beach	800 W. Blue Heron Blvd.	Riviera Beach 33404	David Danford	561/723-9973 <a href="mailto:ddanford@rivierabeach.org">ddanford@rivierabeach.org</a>
City of Sunrise	4350 Springtree Drive	Sunrise 33351	Roal Small	954/572-2424 <a href="mailto:rsmall@sunrisefl.gov">rsmall@sunrisefl.gov</a>
City of Sunrise	15450 Sludgemill Road	Davie 33331	Hugo Alagic	954/434-6900 <a href="mailto:halagic@sunrisefl.gov">halagic@sunrisefl.gov</a>
City of Tamarac	7803 NW 61st Street	Tamarac 33321	Anthony Licata	954/597-3777 <a href="mailto:anthony.licata@tamarac.org">anthony.licata@tamarac.org</a>
Village of Wellington	1100 Wellington Trace	Wellington 33414	Karla Berroteran-Castellon	561/753-2465 <a href="mailto:kberroteran@wellingtonfl.gov">kberroteran@wellingtonfl.gov</a>
City of West Palm Beach	1009 Banyan Blvd.	West Palm Beach 33401	Sandra Feliciano	561/822-2290 <a href="mailto:sfeliciano@wpb.org">sfeliciano@wpb.org</a>

Remainder of Page Intentionally Blank

**UNIT PRICING PROVIDED IN BID AS OF AUGUST 31, 2020 FOR AWARDED AGENCIES**

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
--------	------------------	--------------	---------------	----------------	----------------------

**Type 1 – Pebble Lime**

Broward County Dist. 1	3701 N State Road 7	2500	\$202.00	\$82.80	\$284.80
Broward County Dist. 2	1390 NE 51 St.	4500	\$202.00	\$82.80	\$284.80
City of Coral Springs (1)	3800 NW 85th Avenue, Coral Springs	1352	\$202.00	\$82.80	\$284.80
Town of Davie	3500 NW 76th Avenue, Hollywood	1000	\$202.00	\$82.80	\$284.80
City of Dania Beach	1201 Stirling Road, Dania Beach	350	\$202.00	\$82.80	\$284.80
City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1415	\$202.00	\$82.80	\$284.80
City of Fort Lauderdale (2)	949 NW 38 <sup>th</sup> St., Ft. Lauderdale	11500	\$202.00	\$82.80	\$284.80
City of Hallandale Beach (3)	630 NW 6th Avenue, Hallandale Beach	900	\$202.00	\$82.80	\$284.80
City of Lake Worth Beach	301 College St., Lake Worth Beach	525	\$202.00	\$82.80	\$284.80
City of Lauderhill	2101 NW 49th Avenue, Lauderhill	1825	\$202.00	\$82.80	\$284.80
City of North Lauderdale	841 NW 71 <sup>st</sup> Avenue, North Lauderdale	650	\$202.00	\$82.80	\$284.80
City of North Miami	12098 NW 11 <sup>th</sup> Ave, North Miami	1150	\$202.00	\$82.80	\$284.80
Village of Palm Springs	360 David Road, Palm Springs	600	\$202.00	\$82.80	\$284.80
Village of Palm Springs	5618 Basil Drive, West Palm Beach	600	\$202.00	\$82.80	\$284.80
City of Pompano Beach	301 NE 12th Street, Pompano Beach	2200	\$202.00	\$82.80	\$284.80
City of Riviera Beach	800 W. Blue Heron Blvd., Riviera Beach	588	\$202.00	\$82.80	\$284.80
City of Sunrise	4350 Springtree Drive, Sunrise	2400	\$202.00	\$82.80	\$284.80
City of Sunrise	15400 Sludge Mill Road, Davie	600	\$202.00	\$82.80	\$284.80
Village of Wellington	1100 Wellington Trace, Wellington	1330	\$202.00	\$82.80	\$284.80

**TYPE 1A – Foundry/ Rice Lime**

City of Boynton Beach	124 E. Woolbright Rd., Boynton Beach	1685	\$202.00	\$82.80	\$284.80
City of Delray Beach	201 SW 7 <sup>th</sup> St., Delray Beach	3650	\$202.00	\$82.80	\$284.80
City of Hollywood	3441 Hollywood Blvd., Hollywood	2400	\$202.00	\$82.80	\$284.80
City of Margate	980 NW 66 <sup>th</sup> Ave, Margate	2000	\$202.00	\$82.80	\$284.80
City of North Miami Beach	19150 NW 8 <sup>th</sup> Ave, Miami Gardens	3000	\$202.00	\$82.80	\$284.80
City of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4200	\$202.00	\$82.80	\$284.80
City of Tamarac	7803 NW 61st Street, Tamarac	1500	\$202.00	\$82.80	\$284.80
City of West Palm Beach	1009 Banyan Blvd., West Palm Beach	5200	\$202.00	\$82.80	\$284.80

**Approximate Total Annual Tonnage** **59,620**

**Delivery Location Special Conditions:**

- (1) Coral Springs – Must deliver between 8:00AM and 4:00PM Monday to Friday ONLY.
- (2) Fort Lauderdale – Must deliver between 7:00AM and 3:00 Daily.
- (3) Hallandale Beach – Delivery to be made by a tanker truck @ 25 Tons/shipment. Lime to be pneumatically transferred from truck to silo. Delivery must be within 3 days of order.

**ATTACHMENT B**  
**TRUCK FUEL SURCHARGE SCALE**

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

- The percentage of the Monthly Truck Fuel Surcharge is computed by determining the Department of Energy's DOE Retail On-Highway Diesel Price – US Average index published on the 3rd Monday of the last month of the quarter. DOE Diesel Prices may be found at the following website:  
<https://www.eia.gov/petroleum/gasdiesel/>
- Percentages change .5% for every \$.05 per gallon price change

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

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

THIS AGREEMENT is made and entered into this 9th day of September, 2020 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Carmeuse Lime and Stone Inc., a Delaware corporation, duly registered as a Florida Foreign corporation with principal offices located at 11 Stanwix Street, 21<sup>st</sup> Floor, Pittsburgh, PA 15222 (the "Contractor") to Furnish, Deliver and Discharge of Quicklime for the City of Hollywood, Florida through the Southeast Florida Governmental Purchasing Cooperative.

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

**1. The Contract Documents**

The contract documents consist of this Agreement, Bid Document No. 20-21B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Attachment A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 20-21B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 20-21B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

**2. The Work**

- 2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:
  - 2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 20-21B, "Furnish, Deliver and Discharge Quicklime".
  - 2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall, at all times, have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
  - 2.1.3 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.
  - 2.1.4 Contractor shall be required to provide a copy of the "Contractor Pass Request

Form" (See attached Appendix A to Bid Document No. 20-21B), with photo identification of all personnel authorized to be on premises at City delivery sites.

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

### **3. Insurance**

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured, and shall list the City as the Certificate Holder. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:
  - General Liability - \$1M per occ. / \$2M aggregate
  - Automobile – \$1M per occ. / \$1M aggregate
  - Workers Comp – Statutory
- 3.3.** Contractor shall at a minimum, provide the level of coverage provided for in Section 3.2 of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity.

### **4. Term**

The term of this Agreement shall be for an initial three (3) year period, beginning November 1, 2020 through October 31, 2023. The City reserves the right to renew this Agreement for three (3) additional one (1) year periods subject to the Contractor's acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

## 5. Contract Sum

The Contract Sum for the above work for entities listed in Attachment A (UNIT PRICING PROVIDED IN BID) herein shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 20-21B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Attachment A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Attachment A, shall be firm for the initial contract period from November 1, 2020 through December 31, 2020. Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 5.3, "Escalation / De-escalation" shown herein beginning on January 1, 2021.

- 5.1 Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the initial contract period from November 1, 2020 through December 31, 2020. Pricing changes will thereafter be allowable on a quarterly basis beginning on January 1, 2021 in accordance with Section 5.3 "Escalation / De-escalation" shown herein.
- 5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.
  - 5.2.2 Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Attachment B herein.
  - 5.2.3 Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Attachment B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Attachment B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: [http://tonto.eia.doe.gov/oog/info/wohdp/diesel\\_detail\\_report\\_combined.asp](http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp)

### 5.3 Escalation/De-escalation:

- 5.3.1 The City will accept price adjustments on a quarterly basis on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> of each year. The Contractor must submit sufficient documentation to be given consideration for a price increase; and must pass-on a price decrease when the Contractor's costs are reduced. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt's Coal Index, U.S. Bureau of Labor Statistics (BLS) reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, BLS Electric Power Generation, Transmission and Distribution Index, BLS Crushed and Broken Limestone Index, BLS mining Machinery and Equipment Index; and copies of vendor monthly internal cost reports and/or actual invoices.

- 5.3.2 Rail and Truck freight charges and changes for transfer costs require written

verification from vendor's freight and transfer subcontractors, provided to the Purchasing & Contracts Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2020, subject to change in accordance with the schedule provided in Attachment B herein.

**5.3.3** The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Attachment B to this Agreement.

**5.3.4** Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases. The City reserves the right to allow the Contractor to utilize alternative indices for price adjustment justification; however, the Contractor will only be allowed to change these indices at the time of any potential contract renewal, unless the index or indices cease publication, in which case the Contractor will be allowed to make changes to for any discontinued index during the contract period. The City reserves final judgement in the determination of the acceptance of specific indices to be utilized for the justification of price adjustments.

## **6 Payments**

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 20-21B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

## **7 Conditions of Material**

All materials and products supplied by the Contractor in conjunction with this agreement shall conform to the specifications of the original bid #20-21B. The City reserves the right to return the product to the Contractor and require the delivery of new product at no cost to the City.

## **8 Indemnification**

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

**8.2** Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but

not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

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

**8.4** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

## **9 Non-Discrimination & Equal Opportunity Employment**

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

## **10 Independent Contractor**

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

liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

## 11 Assignment and Subcontracting

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

## 12 Notice

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

### CITY

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

With a copy to City Attorney at the following address:

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

### CONTRACTOR

Carmeuse Lime & Stone Inc.  
11 Stanwix Street  
Pittsburgh, PA 15222  
Attn: Phil Piggott, V.P. of Sales & Marketing

## 13 Termination

- 13.1 **Termination for Convenience:** This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- 13.2 **Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

## 14 Uncontrollable Forces

- 14.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of

performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

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

## **15 Agreement Subject to Funding**

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

## **16 Venue**

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

## **17 Signatory Authority**

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

## **18 Severability; Waiver of Provisions**

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

## **19 Merger; Amendment**

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

## **20 No Construction Against Drafting Party**

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

## **21 Scrutinized Companies -- 287.135 AND 215.473**

21.1 By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not

on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

21.2 Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

## 22 Public Records

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

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

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

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

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

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

## 23 Public Records Custodian

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

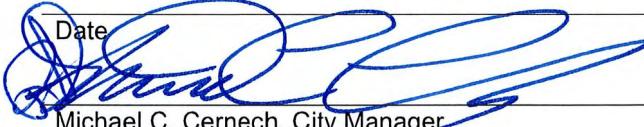
**CITY CLERK  
7525 NW 88TH AVENUE  
ROOM 101  
TAMARAC, FL 33321  
(954) 597-3505  
CITYCLERK@TAMARAC.ORG**

Remainder of Page Intentionally Blank

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

**CITY OF TAMARAC**  
Michelle J. Gomez, Mayor

Date

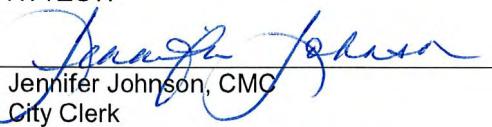


Michael C. Cernech, City Manager

9-24-20

Date

## ATTEST:

  
Jennifer Johnson, CMC

City Clerk

9-24-2020

Date

## ATTEST:

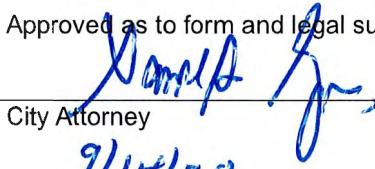
  
Signature of Corporate Secretary

Nicholas Bonarrigo

Deputy General Counsel, Assistant Secretary

(CORPORATE SEAL)

Approved as to form and legal sufficiency:

  
City Attorney

9/14/20

Date

**CARMEUSE LIME & STONE, INC.**

Company Name



Signature of Vice President of Operations, General Mgt.

Jeff Bittner

September 9, 2020

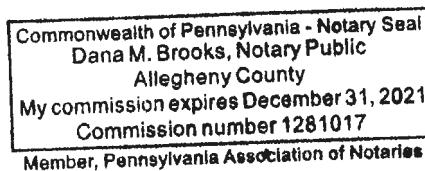
Date

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Pennsylvania : SS  
COUNTY OF Allegheny :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jeff Bittner, Vice President of Operations, General Mgt of Carmeuse Lime & Stone, Inc. a Delaware Corporation duly registered as a Florida Foreign Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 9<sup>th</sup> day of September, 2020.



Signature of Notary Public  
State of Florida at Large  
*Pennsylvania*

Print, Type or Stamp  
Name of Notary Public



Personally known to me or  
Produced Identification

---

Type of I.D. Produced



DID take an oath, or



DID NOT take an oath.

**ATTACHMENT A PARTICIPATING AGENCIES & UNIT PRICING PROVIDED IN BID**

Contact information for the agency participating in this agreement and its respective delivery location:

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE / E-MAIL
City of Hollywood, Wastewater	1621 N. 14 <sup>th</sup> Avenue	Hollywood, FL 33022	Coy Mathis Joel Blanco	954/921-3288 <a href="mailto:cmathis@hollywoodfl.org">cmathis@hollywoodfl.org</a> <a href="mailto:jblanco@hollywoodfl.org">jblanco@hollywoodfl.org</a>

**UNIT PRICING PROVIDED IN BID AS OF AUGUST 31, 2020 FOR AWARDED AGENCIES**

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
Type 2 – Hi Cal Granular					
City of Hollywood. Wastewater	1621 N. 14 <sup>th</sup> Avenue, Hollywood 33022	5550	\$190.00	\$100.99	\$290.99
	Approximate Total Annual Tonnage	5550			

Remainder of Page Intentionally Blank

## ATTACHMENT B

### TRUCK FUEL SURCHARGE SCALE

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

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

DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE	DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE
---------------------------------------	---------------------------	---------------------------------------	---------------------------

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

Order ID: 6742699

Printed: 8/13/2020 9:38:29 AM

Page 1 of 3

\* Agency Commission not included

**GROSS PRICE \* :** **\$124.20****PACKAGE NAME: SSC Advertisement For Bids**

Order ID: 6742699

\* Agency Commission not included

**GROSS PRICE \* :** **\$124.20****PACKAGE NAME: SSC Advertisement For Bids****Product(s):** Sun Sentinel, Affidavit, Floridapublicnotices.com**AdSize(s):** 1 Column**Run Date(s):** Sunday, August 16, 2020**Color Spec.** B/W**Preview**

---

Order ID: 6742699

\* Agency Commission not included

**GROSS PRICE \* :** **\$124.20****PACKAGE NAME: SSC Advertisement For Bids****ADVERTISEMENT INVITATION TO BID  
(ITB)****ALL QUALIFIED BIDDERS:**

Sealed Bids, addressed to the Purchasing and Contracts Division of the City of Tamarac, Broward County, Florida, will be received electronically via the City's encrypted procurement management system, bids&tenderSTM until 3:00 PM local time, Monday, August 31, 2020 for:

Furnish, Deliver and Discharge Quicklime

The City of Tamarac is hereby requesting Bids, from qualified Contractors, to Furnish, Deliver and Discharge Quicklime at the City of Tamarac Water Plant property at 7803 NW 61st Street, and on behalf of agencies in The South Florida Governmental Purchasing Cooperative as listed within the Bid document.

Sealed Bids must be received electronically via the City's encrypted procurement management system, bids&tenderSTM on or before the date and time referenced above. Any Bids received after 3:00 PM on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder. Please download the bid document to receive instructions about attending the virtual bid opening ceremony.

City reserves the right to reject any or all Bidder, to waive any informalities or irregularities in any Bids received, to re-advertise for Bids, to award in whole or in part to one or more Bidders, or take any other such actions that may be deemed to be in the best interests of the City. Bid documents may be obtained electronically ONLY at <https://tamarac.bidsandtenders.org/Module/Tenders/en>.

Sincerely,

/s/Keith K. Glatz  
Keith K. Glatz, CPPO  
Purchasing & Contracts Manager  
8/16/2020 6742699

# 20-21B - Furnish, Delivery and Discharge of Quicklime

Opening Date: August 12, 2020 5:45 PM

Closing Date: August 31, 2020 3:00 PM

---

## Vendor Details

Company Name: Lhoist North America of Alabama, LLC  
Address: 1479 Town Center Drive  
Suite 229  
Lakeland, Florida 33803  
Contact: Elizabeth Hart  
Email: elizabeth.hart@lhoist.com  
Phone: 863-644-9010  
Fax: 863-644-9030  
HST#:

## Submission Details

Created On: Tuesday August 25, 2020 08:57:58  
Submitted On: Saturday August 29, 2020 14:15:06  
Submitted By: Elizabeth Hart  
Email: elizabeth.hart@lhoist.com  
Transaction #: 28c96c3f-ecff-4a4f-8a79-d49ffc6d798e  
Submitter's IP Address: 65.35.99.250

---

## Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

\* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

All funds are to be submitted in USD currency.

### Type 1 – Pebble Lime

We will not be submitting for Type 1 – Pebble Lime

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total
1	Broward County Dist. 1	3701 N State Road 7	2500	\$202.0000	\$82.8000	\$ 712,000.00
2	Broward County Dist. 2	1390 NE 51 St.	4500	\$202.0000	\$82.8000	\$ 1,281,600.00
3	City of Coral Springs	3800 NW 85th Avenue, Coral Springs	1352	\$202.0000	\$82.8000	\$ 385,049.60
	Note: Must deliver between 8:00 AM and 4:00 PM Monday to Friday ONLY.					
4	Town of Davie	3500 NW 76th Avenue, Hollywood	1000	\$202.0000	\$82.8000	\$ 284,800.00
5	City of Dania Beach	1201 Stirling Road, Dania Beach	350	\$202.0000	\$82.8000	\$ 99,680.00
6	City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1415	\$202.0000	\$82.8000	\$ 402,992.00
7	City of Fort Lauderdale	949 NW 38th St., Ft. Lauderdale	11500	\$202.0000	\$82.8000	\$ 3,275,200.00
	Must deliver between 7:00AM and 3:00 Daily.					
8	City of Hallandale Beach	630 NW 6th Avenue, Hallandale	900	\$202.0000	\$82.8000	\$ 256,320.00
	Delivery to be made by a tanker truck @ 25 Tons/shipment. Lime to be pneumatically transferred from truck to silo. Delivery must be within 3 days of order.					
9	City of Lake Worth Beach	301 College St., Lake Worth Beach	525	\$202.0000	\$82.8000	\$ 149,520.00
10	City of Lauderhill	2101 NW 49th Avenue, Lauderhill	1825	\$202.0000	\$82.8000	\$ 519,760.00
11	City of North Lauderdale	841 NW 71st Avenue, North Lauderdale	650	\$202.0000	\$82.8000	\$ 185,120.00
12	City of North Miami	12098 NW 11th Ave, North Miami	1150	\$202.0000	\$82.8000	\$ 327,520.00
13	Village of Palm Springs	360 David Road, Palm Springs	600	\$202.0000	\$82.8000	\$ 170,880.00
14	Village of Palm Springs	5618 Basil Drive, West Palm Beach	600	\$202.0000	\$82.8000	\$ 170,880.00
15	City of Pompano Beach	City of Pompano Beach	2200	\$202.0000	\$82.8000	\$ 626,560.00
16	City of Riviera Beach	800 W. Blue Heron Blvd., Riviera Beach	588	\$202.0000	\$82.8000	\$ 167,462.40
17	City of Sunrise	4350 Springtree Drive, Sunrise	2400	\$202.0000	\$82.8000	\$ 683,520.00
18	City of Sunrise	15400 Sludge Mill Road, Davie	600	\$202.0000	\$82.8000	\$ 170,880.00
19	Village of Wellington	1100 Wellington Trace, Wellington	1330	\$202.0000	\$82.8000	\$ 378,784.00
					Subtotal:	\$ 10,248,528.00

### Type 1A -- Foundry/Rice Lime

We will not be submitting for Type 1A -- Foundry/Rice Lime

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total
1	City of Boynton Beach	124 E. Woolbright Rd., Boynton Beach	1685	\$202.0000	\$82.8000	\$ 479,888.00
2	City of Delray Beach	201 SW 7th St., Delray Beach	3650	\$202.0000	\$82.8000	\$ 1,039,520.00
3	City of Hollywood	3441 Hollywood Blvd., Hollywood	2400	\$202.0000	\$82.8000	\$ 683,520.00
4	City of Margate	980 NW 66th Ave, Margate	2000	\$202.0000	\$82.8000	\$ 569,600.00
5	City of North Miami Beach	19150 NW 8th Ave, Miami Gardens	3000	\$202.0000	\$82.8000	\$ 854,400.00
6	City of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4200	\$202.0000	\$82.8000	\$ 1,196,160.00
7	City of Tamarac	7803 NW 61st Street, Tamarac	1500	\$202.0000	\$82.8000	\$ 427,200.00
8	City of West Palm Beach	1009 Banyan Blvd., West Palm Beach	5200	\$202.0000	\$82.8000	\$ 1,480,960.00
					Subtotal:	\$ 6,731,248.00

### Type 2 – Hi CAL Granular

We will not be submitting for Type 2 – Hi CAL Granular

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total
1	City of Hollywood	Wastewater, 1621 N14th Ave, Hollywood	5550	\$202.0000	\$180.3300	\$ 2,121,931.50
					Subtotal:	\$ 2,121,931.50

## Summary Table

Bid Form	Amount
Type 1 – Pebble Lime	\$ 10,248,528.00
Type 1A -- Foundry/Rice Lime	\$ 6,731,248.00
Type 2 – Hi CAL Granular	\$ 2,121,931.50
Subtotal Contract Amount:	\$ 19,101,707.50

## Bid Questions

TERMS: \_\_\_\_\_ % (percent discount, if any, if payment made within \_\_\_\_\_ DAYS; otherwise, terms No Discount. Payment terms net 30 days. are NET 30 days.

The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac? TYPE: YES or NO

Does the firm produce the lime being sold? TYPE: YES or NO If yes, provide detailed information regarding your production facilities in your narrative response to be uploaded herein. If no, please provide detailed information regarding the following in your narrative response to be uploaded herein: - The source of your lime, and - The specific point(s) of origin for the production of lime to be provided under the Agreement, and - The staging area(s) for lime deliveries to CO-OP Members, including the capacity of staging area(s) expressed in tons.

Provide detailed information on your firm's method for Lime will be shipped via rail from manufacturing point in AL to distribution terminals in South Florida (Pompano and Ft. Lauderdale). Lime is distributing the lime to CO-OP Members. unloaded into silos and then loaded into pneumatic tankers for delivery to customers' silos.

The City may request the firm's most recently completed audited financial statement to determine the firm's ability to meet the obligations of the CO-OP Agreement. Are you able to provide this information if requested by the City? TYPE: Yes or No

## Specifications

### CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation to Bid.

Indicate which type of organization below:

Indicate which type of organization *	Company Name *	Address *	Telephone *	City *	State *	ZIP *	Contractor's License Number *	Federal Tax ID Number *	Email address for above signer *
OTHER	Lhoist North America of AL, LLC	1479 Town Center Drive, Suite 229, Lakeland, FL 33803	3146144950	Lakeland	FL	33813	M09000001425	63-1002780	dale.james@lhoist.com

## VENDOR DRUG-FREE WORKPLACE

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

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

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

1. 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.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. 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 each conviction.
4. Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

I Herby Acknowledge the Drug Free Information Above and Will Abide by Everything Outlined in this Section *		* <input type="checkbox"/>
<input checked="" type="radio"/> Yes <input type="radio"/> No		

## BIDDER'S QUALIFICATION STATEMENT

Line Item	How many years has your organization been in business under its present name? *	If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:	Under what former name(s) has your business operated? Also List former address(es) of that business (if any). *	Have you ever been debarred or suspended from doing business with any government entity? If Yes, Explain *	Are you Certified? If Yes, attach copy of Certification to Package *	Are you Licensed? If Yes, attach copy of License to Package *	Has your company ever declared bankruptcy? *	If Yes, explain: *	Are you a Sales Representative of the commodities /services bid upon? *	Have you ever received a contract or a purchase order from the City of Tamarac or other government al entity? *
1	9	N/A	Chemical Lime Company	No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	No	Manufacturer	<input checked="" type="radio"/> Yes <input type="radio"/> No

## Scrutinized Companies and Boycott of Israel

I certify that my company will not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135. Section 287.135, Florida Statutes, prohibits the City from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

I Hereby Acknowledge the Scrutinized Companies -- 287.135 and 215.473 Information Below and Will Abide by Everything Outlined in this Section *	
<input checked="" type="radio"/> Yes <input type="radio"/> No	*

By execution of this Agreement, Contractor certifies that the Contractor is not participating in a boycott of Israel. The Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has the Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

## Firm's Primary Ownership

Line Item	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership): *	Which of the following best describes the ethnicity of your firm's primary owner (at least 51% ownership): *	Please select the current certification your firm holds: (*NOTE Proof of Certification must be included in Document Upload Section)	Indicate the agency or agencies that have granted the certification to your firm: *	If Other Please Enter Information Here: (If NONE Enter the word "NONE")
1	Equally-owned (Female and Male)	Caucasian/White	None	Other	NONE

## APPENDIX A - PART 1 - CONTRACTOR PASS REQUEST CONTACT INFORMATION

Vendor Name *	Vendor Address *	Vendor Contact Name: *	Vendor Contact Telephone No. *	
Southern Tank	800 West McNab Road, Fort Lauderdale, FL 33309	Matthew Sweatman	954-533-6795	
Southern Tank	800 West McNab Road, Fort Lauderdale, FL	Matthew Sweatman	954-533-6795	*

## APPENDIX A - PART 2 -- CONTRACTOR PASS REQUEST - LIST OF CONTRACTOR EMPLOYEES REQUIRING ACCESS TO FACILITIES

Name *	Work to Be Performed *	
Santos George	Quicklime Driver	*
Glover Gilley	Quicklime Driver	
Hayden Gayle	Quicklime Driver	
Franklyn Ulysses	Quicklime Driver	
Matthew Sweatman	Manager and Quicklime Driver	

## References

### REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Line Item	Company Name *	Legal Address *	Contact Name *	Phone Number *	Email Address *	
1	City of Lakeland	1501 West Bella Vista Street Lakeland, Florida 33805	Joseph Costine	863-834-6750	Joseph.Costine@lakelandgov.net	*
2	City of West Palm Beach	401 Clematis Street, 5th Floor West Palm Beach, FL 33401	Mona Wamsley	561-494-1055	rwamsley@wpb.org	*
3	Palm Beach County COOP	100 E. Boynton Beach Blvd Boynton Beach, FL 33435	Julianne Alibrandi	561-742-6322	AlibrandiJ@bbft.us	*
4	City of Naples	1000 Fleischmand Blvd Naples, FL 34102	Gerald Secory	239-213-7100	jsecory@naplesgov.com	*
5	City of Orlando	6001 Iron Bridge Circle Orlando, Florida 32765	Diane Tisdell	407-246-2563	Diane.Tisdell@orlandogov.org	*

### Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [Non-Collusive Affidavit & Acknowledgement Non-Collusive Affidavit](#) - TAMARAC NON-COLLUSIVE AFFIDAVIT.pdf - Friday August 28, 2020 14:14:21
- [Certified Resolution](#) - TAMARAC CERTIFIED RESOLUTION.pdf - Friday August 28, 2020 13:48:40
- [Certificate of Insurance Proof of Compliance with Requirements](#) - COI THE CITY OF TAMARAC\_2947859\_64.pdf - Thursday August 27, 2020 09:10:45
- [W9 Form](#) - LNA\_AL 2020 W-9.pdf - Thursday August 27, 2020 09:09:12
- [Vendor Narrative to address any issues as requested in the bid document](#) - Pricing Formula and Proposed Exceptions \_ Tamarac.pdf - Friday August 28, 2020 14:22:46

## Addenda, Terms and Conditions

### B. STANDARD TERMS & CONDITIONS

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

#### 1. PERFORMANCE

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

#### 2. CONDITIONS OF MATERIALS

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

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

#### 3. COPYRIGHTS OR PATENT RIGHTS

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

#### 4. SAFETY STANDARDS

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

#### 5. INSPECTION

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

#### 6. TERMINATION

- a. **DEFAULT:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.
- b. **TERMINATION FOR CONVENIENCE OF CITY:** Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- c. **FUNDING OUT:** This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

#### 7. ASSIGNMENT

The Bidder shall not transfer or assign the performance required by this Bid without the prior written consent of the City. Any award issued pursuant to this Bid and monies that may become due hereunder are not assignable except with prior written approval of the City. For purposes of this Agreement, any change of ownership of the proposer shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of the City and its successors and assigns.

#### 8. EMPLOYEES

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

#### 9. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

#### 10. INSURANCE REQUIREMENTS

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

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

failure of either Proposer or any subcontractor to obtain or maintain such insurance.

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

- General Liability - \$1M per occ. / \$2M aggregate
- Automobile – \$1M per occ. / \$1M aggregate
- Workers Comp – Statutory

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

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

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

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

The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services. The City reserves the right to request the successful Bidder to provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance in the event that the successful Proposer provides professional services as agreed upon with City.

Contractor shall at a minimum, provide the level of coverage provided as stated in Section 10 "Insurance" of the Standard Terms and Conditions herein of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity. Insurance coverage for other agencies within the Co-op shall apply only to those agencies individually.

## **11. INDEMNIFICATION**

The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Proposer or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

## **12. INDEPENDENT CONTRACTOR**

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

## **13. SCRUTINIZED COMPANIES F.S. 287.135 and 215.473**

Bidder must certify that the company is not participating in a boycott of Israel. Bidder must also certify that Bidder is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Bidder must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Bidder of the City's determination concerning the false certification. The Bidder shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Bidder shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Bidder does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

## **14. RECORDS/AUDITS**

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

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

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

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

14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including termination of the Agreement.

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

contract.

#### 15. UNBALANCED BIDS

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

#### 16. UNIT PRICES

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

#### 17. VENUE

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

#### 18. CUSTODIAN OF RECORDS

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

#### CITY CLERK

7525 NW 88<sup>th</sup> AVENUE

ROOM 101

TAMARAC, FL 33321

(954) 597-3505

[CITYCLERK@TAMARAC.ORG](mailto:CITYCLERK@TAMARAC.ORG)

*Remainder of Page Intentionally Blank*

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request of Quotation. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Quotation - Dale James, Sales Manager, Lhoist North America of Alabama, LLC  
The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest?  Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		



# 20-21B - Furnish, Delivery and Discharge of Quicklime

Opening Date: August 12, 2020 5:45 PM

Closing Date: August 31, 2020 3:00 PM

---

## Vendor Details

Company Name: Carmeuse Lime & Stone

Does your company conduct business under any other name? If PA  
yes, please state:

Address: 11 Stanwix Street

Pittsburgh, PA 15222

Contact: Jeff McElhinny

Email: jeff.mcelhinny@carmeuse.com

Phone: 412-995-2025

Fax: 412-995-2025

HST#: 25-1254420

## Submission Details

Created On: Tuesday August 18, 2020 10:38:56

Submitted On: Friday August 21, 2020 14:38:56

Submitted By: Jeff McElhinny

Email: jeff.mcelhinny@carmeuse.com

Transaction #: 12b06e15-86a9-472e-a0bf-55c0b79b0203

Submitter's IP Address: 12.91.164.154

---

## Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

\* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

All funds are to be submitted in USD currency.

### Type 1 – Pebble Lime

We will not be submitting for Type 1 – Pebble Lime

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total
1	Broward County Dist. 1	3701 N State Road 7	2500			
2	Broward County Dist. 2	1390 NE 51 St.	4500			
3	City of Coral Springs	3800 NW 85th Avenue, Coral Springs	1352			
	Note: Must deliver between 8:00 AM and 4:00 PM Monday to Friday ONLY.					
4	Town of Davie	3500 NW 76th Avenue, Hollywood	1000			
5	City of Dania Beach	1201 Stirling Road, Dania Beach	350			
6	City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1415			
7	City of Fort Lauderdale	949 NW 38th St., Ft. Lauderdale	11500			
	Must deliver between 7:00AM and 3:00 Daily.					
8	City of Hallandale Beach	630 NW 6th Avenue, Hallandale	900			
	Delivery to be made by a tanker truck @ 25 Tons/shipment. Lime to be pneumatically transferred from truck to silo. Delivery must be within 3 days of order.					
9	City of Lake Worth Beach	301 College St., Lake Worth Beach	525			
10	City of Lauderhill	2101 NW 49th Avenue, Lauderhill	1825			
11	City of North Lauderdale	841 NW 71st Avenue, North Lauderdale	650			
12	City of North Miami	12098 NW 11th Ave, North Miami	1150			
13	Village of Palm Springs	360 David Road, Palm Springs	600			
14	Village of Palm Springs	5618 Basil Drive, West Palm Beach	600			
15	City of Pompano Beach	City of Pompano Beach	2200			
16	City of Riviera Beach	800 W. Blue Heron Blvd., Riviera Beach	588			
17	City of Sunrise	4350 Springtree Drive, Sunrise	2400			
18	City of Sunrise	15400 Sludge Mill Road, Davie	600			
19	Village of Wellington	1100 Wellington Trace, Wellington	1330			
						Subtotal: Not Submitting

### Type 1A -- Foundry/Rice Lime

We will not be submitting for Type 1A -- Foundry/Rice Lime

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total
1	City of Boynton Beach	124 E. Woolbright Rd., Boynton Beach	1685			
2	City of Delray Beach	201 SW 7th St., Delray Beach	3650			
3	City of Hollywood	3441 Hollywood Blvd., Hollywood	2400			
4	City of Margate	980 NW 66th Ave, Margate	2000			
5	City of North Miami Beach	19150 NW 8th Ave, Miami Gardens	3000			
6	City of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4200			
7	City of Tamarac	7803 NW 61st Street, Tamarac	1500			
8	City of West Palm Beach	1009 Banyan Blvd., West Palm Beach	5200			
						Subtotal: Not Submitting

### Type 2 – Hi CAL Granular

We will not be submitting for Type 2 – Hi CAL Granular

#	AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON *	FREIGHT CHARGE *	Agency Total
1	City of Hollywood	Wastewater, 1621 N14th Ave, Hollywood	5550	\$190.0000	\$100.9900	\$ 1,614,994.50
						Subtotal: \$ 1,614,994.50

## Summary Table

Bid Form	Amount
Type 1 – Pebble Lime	Not Submitting
Type 1A -- Foundry/Rice Lime	Not Submitting
Type 2 – Hi CAL Granular	\$ 1,614,994.50
Subtotal Contract Amount:	\$ 1,614,994.50

## Bid Questions

TERMS: \_\_\_\_\_ % (percent discount, if any, if payment made within \_\_\_\_\_ DAYS; otherwise, terms net 30, no discount for early payment are NET 30 days.

The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a  NO Visa credit card as payment from the City of Tamarac? TYPE: YES or NO

Does the firm produce the lime being sold? TYPE: YES or NO If yes, provide detailed information regarding your production facilities in your narrative response to be uploaded herein. If no, please provide detailed information regarding the following in your narrative response to be uploaded herein: - The source of your lime, and - The specific point(s) of origin for the production of lime to be provided under the Agreement, and - The staging area(s) for lime deliveries to CO-OP Members, including the capacity of staging area(s) expressed in tons.

Provide detailed information on your firm's method for distributing the lime to CO-OP Members.  We only have capacity to bid on the Type-2 HiCal for Hollywood, FL WWTP.

The City may request the firm's most recently completed audited financial statement to determine the firm's ability to meet the obligations of the CO-OP  NO, we are a private corporation. Agreement. Are you able to provide this information if requested by the City? TYPE: Yes or No

YES, we have a facility that quarries and calcines the lime in question in Saginaw, Alabama. The material is transported from there to one of several terminals within Florida. Most of our supply will come out of our Pompano terminal.

## Specifications

### CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation to Bid.

Indicate which type of organization below:

Indicate which type of organization *	Company Name *	Address *	Telephone *	City *	State *	ZIP *	Contractor's License Number *	Federal Tax ID Number *	Email address for above signer *	
CORPORATION	Carmeuse Lime & Stone	11 Stanwix St, 21st flr	4129952025	Pittsburgh	PA	15222	N/A	25-1254420	salesinquiries@carmeuse.com	

## VENDOR DRUG-FREE WORKPLACE

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

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

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

1. 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.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. 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 each conviction.
4. Impose a section on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

I Herby Acknowledge the Drug Free Information Above and Will Abide by Everything Outlined in this Section *		* <input type="checkbox"/>
<input checked="" type="radio"/> Yes <input type="radio"/> No		

## BIDDER'S QUALIFICATION STATEMENT

Line Item	How many years has your organization been in business under its present name? *	If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:	Under what former name(s) has your business operated? Also List former address(es) of that business (if any). *	Have you ever been debarred or suspended from doing business with any government entity? If Yes, Explain *	Are you Certified? If Yes, attach copy of Certification to Package *	Are you Licensed? If Yes, attach copy of License to Package *	Has your company ever declared bankruptcy? *	If Yes, explain: *	Are you a Sales Representative of the commodities /services bid upon? *	Have you ever received a contract or a purchase order from the City of Tamarac or other government al entity? *
1	160	None	None	No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	Manufacturer	<input checked="" type="radio"/> Yes <input type="radio"/> No

## Scrutinized Companies and Boycott of Israel

I certify that my company will not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135. Section 287.135, Florida Statutes, prohibits the City from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

I Hereby Acknowledge the Scrutinized Companies -- 287.135 and 215.473 Information Below and Will Abide by Everything Outlined in this Section *		*
<input checked="" type="radio"/> Yes <input type="radio"/> No		*

By execution of this Agreement, Contractor certifies that the Contractor is not participating in a boycott of Israel. The Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has the Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

## Firm's Primary Ownership

Line Item	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership): *	Which of the following best describes the ethnicity of your firm's primary owner (at least 51% ownership): *	Please select the current certification your firm holds: (*NOTE Proof of Certification must be included in Document Upload Section)	Indicate the agency or agencies that have granted the certification to your firm: *	If Other Please Enter Information Here: (If NONE Enter the word "NONE")
1	Not Applicable	Caucasian/White	None	Other	None

## APPENDIX A - PART 1 - CONTRACTOR PASS REQUEST CONTACT INFORMATION

Vendor Name *	Vendor Address *	Vendor Contact Name: *	Vendor Contact Telephone No. *
Walpole	269 NW 9th St, Okeechobee, FL 34972	John Cincotta	813-623-1702
N/A	N/A	N/A	N/A

## APPENDIX A - PART 2 -- CONTRACTOR PASS REQUEST - LIST OF CONTRACTOR EMPLOYEES REQUIRING ACCESS TO FACILITIES

Name *	Work to Be Performed *
Walpole	Delivery of Lime

## References

## REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Line Item	Company Name *	Legal Address *	Contact Name *	Phone Number *	Email Address *
1	Miami Dade Water	111 NW 1st Street, Miami, FL 33128	Herman Ramsey	305-375-2851	Unknown
2	City of Boca Raton	201 West Palmetto Park Rd, Boca Raton, FL 33432	Sean Sexton	561-338-7324	Unknown
3	Tampa Bay Water	2575 Enterprise Rd, Clearwater, FL 33763	Ken Enlow	813-626-8708 ext. 239	Unknown
4	City of Hollywood	3441 Hollywood Blvd, Hollywood, FL 33020	Ralph Dierks	954-921-3223	Unknown
5	City of Palm Bay, FL	1103 Troutman Blvd NE	Susan Blair	321-952-3424 ext. 3229	Unknown

## Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [Non-Collusive Affidavit & Acknowledgement Non-Collusive Affidavit](#) - NON-COLLUSIVE AFFIDAVIT - signed.pdf - Friday August 21, 2020 14:32:08
- [Certified Resolution](#) - Carmeuse Lime & Stone Inc Officers and Directors Resolution 2019 FINAL.pdf - Tuesday August 18, 2020 11:20:59
- [Certificate of Insurance Proof of Compliance with Requirements](#) - City of Hollywood COI.pdf - Tuesday August 18, 2020 11:24:58
- [W9 Form](#) - W-9 Carmeuse Lime & Stone Inc.pdf - Tuesday August 18, 2020 11:21:23
- [Vendor Narrative to address any issues as requested in the bid document](#) - Vendor Narrative.pdf - Friday August 21, 2020 14:37:18

## Addenda, Terms and Conditions

### B. STANDARD TERMS & CONDITIONS

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

#### 1. PERFORMANCE

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

#### 2. CONDITIONS OF MATERIALS

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

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

#### 3. COPYRIGHTS OR PATENT RIGHTS

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

#### 4. SAFETY STANDARDS

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

#### 5. INSPECTION

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

#### 6. TERMINATION

- a. **DEFAULT:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.
- b. **TERMINATION FOR CONVENIENCE OF CITY:** Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- c. **FUNDING OUT:** This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

#### 7. ASSIGNMENT

The Bidder shall not transfer or assign the performance required by this Bid without the prior written consent of the City. Any award issued pursuant to this Bid and monies that may become due hereunder are not assignable except with prior written approval of the City. For purposes of this Agreement, any change of ownership of the proposer shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of the City and its successors and assigns.

#### 8. EMPLOYEES

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

#### 9. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

#### 10. INSURANCE REQUIREMENTS

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

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

failure of either Proposer or any subcontractor to obtain or maintain such insurance.

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

- General Liability - \$1M per occ. / \$2M aggregate
- Automobile – \$1M per occ. / \$1M aggregate
- Workers Comp – Statutory

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

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

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

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

The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services. The City reserves the right to request the successful Bidder to provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance in the event that the successful Proposer provides professional services as agreed upon with City.

Contractor shall at a minimum, provide the level of coverage provided as stated in Section 10 "Insurance" of the Standard Terms and Conditions herein of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity. Insurance coverage for other agencies within the Co-op shall apply only to those agencies individually.

## **11. INDEMNIFICATION**

The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Proposer or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

## **12. INDEPENDENT CONTRACTOR**

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

## **13. SCRUTINIZED COMPANIES F.S. 287.135 and 215.473**

Bidder must certify that the company is not participating in a boycott of Israel. Bidder must also certify that Bidder is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Bidder must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Bidder of the City's determination concerning the false certification. The Bidder shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Bidder shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Bidder does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

## **14. RECORDS/AUDITS**

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

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

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

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

14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including termination of the Agreement.

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

contract.

#### 15. UNBALANCED BIDS

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

#### 16. UNIT PRICES

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

#### 17. VENUE

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

#### 18. CUSTODIAN OF RECORDS

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

#### CITY CLERK

7525 NW 88<sup>th</sup> AVENUE

ROOM 101

TAMARAC, FL 33321

(954) 597-3505

[CITYCLERK@TAMARAC.ORG](mailto:CITYCLERK@TAMARAC.ORG)

*Remainder of Page Intentionally Blank*

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request of Quotation. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Quotation - Jeff McElhinny, Inside Sales Representative, Carmeuse Lime & Stone  
The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest?  Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		



# **INVITATION TO BID**



**20-21B**

## **Furnish, Deliver and Discharge of Quicklime**

**Publish Date:**

**08/12/2020**

**Bid Due and Bid Opening Date:**

**08/31/2020 at 3:00 PM**

**Pre-Bid Conference:**

None Required

**Where to Deliver Bid**

**All Questions Due:**

**08/20/2020 by 5:00 PM**

**Online At:**

<https://tamarac.bidsandtenders.org>

**For  
Public Services Department  
and  
The Southeast Florida Governmental Purchasing Cooperative**

## INSTRUCTIONS TO BIDDERS & STANDARD TERMS AND CONDITIONS

**20-21B**

### FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

#### OUR VISION & MISSION

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

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

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

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

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

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

#### ACCESSIBILITY

The information contained in this document is available in an accessible format at:

<https://tamarac.bidsandtenders.org/Module/Tenders/en>.

## A. **INSTRUCTIONS TO BIDDERS**

### 1. INTRODUCTION & AUTHORITY

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

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

### 2. TYPES OF SOLICITATIONS ISSUED BY THE CITY

Anytime the City releases a new solicitation it will contain a suffix of one of the following types:

B = Invitation for Bid (ITB)  
R = INVITATION TO BID(ITB)  
L = Letter of interest (LOI)  
Q = Request for Qualifications (RFQ)  
RB = Re-Bid  
RP = Re-Proposal  
FQ = Formal Quotation (RFFQ)  
IQ = Informal Quotation (RFIQ)  
HQ = Housing Quotation (RFHQ)

This prefix/suffix will determine what type of solicitation the City will be utilizing.

### 3. DEFINED TERMS

**3.1 "Addenda"** – Written or graphic instruments issued prior to the opening of Solicitations which clarify, correct, or change the solicitation requirements or the contract document.

**3.2 "Agreement"** – The written agreement between the City and the Contractor covering the Work to be performed including other Contract Documents that are attached to the Agreement and made a part thereof.

**3.3 "City"** - the City of Tamarac, a municipal corporation of the State of Florida.

**3.4 "Contract Administrator"** – The Department's Director, or some other employee expressly designated as Contract Administrator in writing by the Director, who is the representative of the Board concerning the Contract Documents.

**3.5 "Contract Documents"** – The contract documents consist of this Agreement, conditions of the contract (General, Supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein. However, does not negate the right of the City to terminate the contract under the standard terms and conditions which govern contract termination.

**3.6 "Contractor"** - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

**3.7 "Co-op" or "Cooperative"** – The Southeast Florida Governmental Purchasing Cooperative.

**3.8 "On-line e-procurement system" or "e-procurement system"** – The City of Tamarac's solicitation management partner "bidsandtendersTM"

**3.9 "bidsandtendersTM"** -- The City of Tamarac's on-line solicitation management partner and the e-procurement system used by the City. The terms "on-line e-procurement system" and "bidsandtendersTM" may be used interchangeably herein.

**3.10 "Notice to Proceed"** – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.

**3.11 "Performance Based Contract"** -- A contracting model whereby satisfactory performance under the contract, will result in the City's exclusive use of the contractor for all contractual purchases for the full period specified as the contract term for the individual services as awarded. Unsatisfactory performance by the contractor shall result in the contractor's loss of exclusivity. If, in the sole judgment of the City, the contractor is not providing satisfactory service, the exclusive contractual relationship between the City and the contractor may be terminated, without penalty, by the City at any time after it has purchased the guaranteed volume of goods or services as specified in the Special Conditions and/or the Scope of Work. The principle of Performance Based Contracting,

**3.12 "Project"** – the total scope of work for which the Contractor is responsible under this agreement, including all labor, materials, equipment and transportation used or incorporated in such performance of contract work.

**3.13 "Project Manager"** – The City's authorized project representative who is responsible for the full scope of project management tasks including authorizing and monitoring the work of consultants, vendors, and field staff of assigned projects. The Project Manager also is responsible to ensure successful completion of projects.

**3.14 "Request for Proposals (ITB)"** -- A Request for Proposals (ITB) is a method of procurement permitting discussions with responsible respondents and revisions to proposals **prior to** award of a contract. Proposals will be opened in private. Award may be made based on the responses based on the criteria set forth herein.

**3.15 "Respondent/Offeror/Proposer"** - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Respondent, who submits a Proposal to the Offeror.

**3.16 "Response Documents/Proposal"** - the Request for Qualifications, Instructions to Offerors, Respondent's Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Respondent's Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).

**3.17 "Specifications"** – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, standards and workmanship as applied to the work and certain administrative details applicable thereto.

**3.18 "Subcontractor"** – An individual, firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of any work.

**3.19 "Successful Offeror/Respondent"** - the

qualified, responsible and responsive Offeror/Respondent to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.

**3.20 "Supplier"** – A manufacturer, fabricator, supplier, distributor, materialman or vendor.

**3.21 "Term Contract"** -- A requirements agreement by which a specific good or service may be obtained from a vendor at a specific price for a specific timeframe.

**3.22 "Unit Price Work"** – Work to be paid for on the basis of unit prices.

**3.23 "Work"** – The entire completed scope of work or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work is the result of performing services, specifically, including but not limited to furnishing labor, documentation, equipment and materials used or incorporated in the construction of the entire Contract Documents. The words "Project" and "Work" are used interchangeably.

**3.24 "Written Amendment"** – A written amendment of the Contract Documents, signed by the CITY and the Contractor on or after the Effective Date of the Agreement and normally dealing with non-technical aspects rather than strictly work related aspects of the Contract Documents.

#### 4. CLARIFICATION & ADDENDA

**4.1** Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Scope of Work outlined in this document, the Special Conditions and/or the Scope of Work shall prevail.

**4.2** The responding firm shall examine all response documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Responding firm shall contact the Purchasing & Contracts Division Office immediately.

**4.3** Any inquiries, suggestions, requests concerning clarification, or requests for additional information shall be submitted online at <https://tamarac.bidsandtenders.org/>.

**4.4** The City of Tamarac reserves the right to amend

this proposal document prior to the response opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

**4.5 \*\*\*\* SPECIAL NOTE** -- Addendums will only be issued electronically through the City's web-site. Vendors will be notified of the availability of new solicitations and addendums via e-mail (per the vendor's selected commodity choice).

It is essential that all vendors receiving a bid or proposal download the document from the City's web-site.

All responding firms must visit <https://tamarac.bidsandtenders.org/> to download response documents. Responders must create a New Account with the City's solicitation distribution partner, bids&tenders™, and must select the commodity codes for which they wish to be notified. Upon selection of commodity codes and the completion of registration, responders will receive electronic e-mail notifications any time new solicitations are uploaded for the specific commodity codes selected. The notifications will provide vendors a link, allowing the vendor to download the package and receive all new addendums released by the City for that solicitation. It is the Contractor's responsibility to select the correct Commodity Code associated with what type of items or services they can provide to the City.

Upon completion of the registration process, a confirming e-mail will be sent to the individual who registered. Addendums will be uploaded to the City's website but regardless of the means of transmission of an Addendum it is the responsibility of the bidder or proposer to ensure that they have received all addendums issued for a solicitation prior to submitting a response. Offerors shall be solely responsible for maintaining accurate contact data with the Responses and Tenders. The City shall under no circumstances be responsible for and errors or omissions in vendor's contact information on file with. Updates to contact information may be requested by contacting Bids and Tenders at [support@bidsandtenders.org](mailto:support@bidsandtenders.org).

#### 5. SUBMISSION OF THE BID

The Responding firm is directed to submit all bids online at <https://tamarac.bidsandtenders.org/Module/Tenders/en> no later than the date and time specified on the cover page of this solicitation document. Bids will not be considered and cannot be entered online after the above referenced closing date. The City will not be responsible for a late bid as a result of the vendor's

inability to respond and upload their bid response in a timely manner.

It is the Responding firm's responsibility to read and understand the requirements of this bid request. Unless otherwise specified, the Responding firm must use the bid form located online for Invitation for Bid document. All bids shall be submitted in the English language. All prices, terms and conditions bid in the submitted response shall be expressed in U.S. Dollars, and will be firm for acceptance for ninety (90) calendar days from the date of the bid opening unless otherwise stated by the City.

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

## 6. MODIFICATION AND WITHDRAWAL OF BID

**6.1** Bids may be modified or withdrawn by a duly executed document signed by a corporate officer or other employee with designated signature authority. Evidence of such authority must accompany the request for withdrawal or modification. The request must be delivered to the Purchasing and Contracts Division Office at any time prior to the deadline for submitting Bids, and may be alternatively completed on-line at <https://tamarac.bidsandtenders.org/Module/Tender/s/en>. Withdrawal of a Bid will not prejudice the rights of an Offeror to submit a new Bid prior to the Bid opening date and time.

**6.2** If, within twenty-four (24) hours after Bids are opened, any Offeror files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its Bid, or that the mistake is clearly evident on the face of the Bid, but the intended correct Bid is not similarly evident, Offeror may withdraw its Bid and any bid security will be returned. Thereafter, the Offeror may be disqualified from further bidding on the subject Contract.

## 7. REJECTION OF BIDS

**7.1** To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Bids will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized

alterations, or irregularities of any kind.

**7.2** City reserves the right to reject the Bid of any Offeror if City believes that it would not be in its best interest to make an award to that Offeror, whether because the Bid is not responsive, the Offeror is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of the solicitation.

## 8. OMISSION OF DETAILS

**8.1** The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.

**8.2** For the purpose of evaluation, the Respondent must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the requirements in every respect.

## 9. NON-COLLUSIVE AFFIDAVIT

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

## 10. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Responding firms shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies.

## 11. QUANTITIES

Any quantities which may be shown herein, as applicable, are estimates only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract. The City reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the City.

## 12. DELIVERY

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

## 13. SAMPLES AND DEMONSTRATIONS

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

## 14. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

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

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

### \*\*\*\*\*IMPORTANT NOTE\*\*\*\*\*

**Payments by Electronic Funds Transfer:** ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <https://tamarac.seamlessdocs.com/f/DirectDeposit>.

Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

## 15. TAXES

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

## 16. RESPONSE TABULATION

After the response time has closed, and after review by the Evaluation Committee, a tabulation of points awarded to each response will be posted online at: <https://tamarac.bidsandtenders.org>. Offerors will be able to download the tabulation at the link provided directly above. The City may or may not notify unsuccessful Responding firms of contract awards.

Pursuant to Florida Statute Chapter 119, Section 7(m), sealed responses and quotations or Bids received by an agency pursuant to invitations for bid or requests for Bids are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §120.57(3) (a), or within 30 days after bid/proposal opening, whichever is earlier.

## 17. FORM AGREEMENT DOCUMENT

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

## 18. OTHER GOVERNMENTAL ENTITIES

This bid is issued on behalf of members of the Southeast Florida Governmental Purchasing Cooperative. Only those agencies listed in this document will be eligible to participate in this contract. Contractor shall provide insurance to each agency based on the requirements listed herein at a minimum. Each agency will be responsible for coordinating their own orders, and the City will not be a party to any dispute between Contractor and any other agency besides the City.

## 19. UNBALANCED RESPONSES

When a unit price proposed has variable or estimated

quantities, and the response shows evidence of unbalanced pricing, the City reserves the right to reject such response.

## **20. INFORMATION REQUESTS AFTER DUE DATE**

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

## **21. BUDGETARY CONSTRAINTS**

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

## **22. CONTINGENT FEES PROHIBITED**

The Offeror must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

## **23. PROHIBITION AGAINST LOBBYING**

During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any City Commission members, candidates for City Commission or any employee of the City.

**23.1** Contact should only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing and Contracts Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.

**23.2** During a formal solicitation process, contact with personnel of the City of Tamarac other than the Purchasing and Contracts Manager or designated representative regarding any such solicitation may be grounds for elimination from the selection process. (Reference: Tamarac Procurement Code Section 6-156.)

## **24. PROTESTS**

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

[https://www.municode.com/library/fl/tamarac/codes/code\\_of\\_finances?nodeId=PTICO\\_CH6FITA\\_ARTVTAPRCO](https://www.municode.com/library/fl/tamarac/codes/code_of_finances?nodeId=PTICO_CH6FITA_ARTVTAPRCO)

## **25. WITHDRAWAL OF BID**

Any Responding firm may withdraw its Bid prior to the indicated opening time. The request for withdrawal must be completed online at <https://tamarac.bidsandtenders.org/Module/Tenders/en>. This must be requested prior to the Bid opening date and time.

## **26. BACKGROUND INVESTIGATION**

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

*Remainder of Page Intentionally Blank*

## B. STANDARD TERMS & CONDITIONS

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

### 1. PERFORMANCE

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

### 2. CONDITIONS OF MATERIALS

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

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

### 3. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this Bid.

The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

### 4. SAFETY STANDARDS

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

### 5. INSPECTION

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

### 6. TERMINATION

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

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

**c. FUNDING OUT:**

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

**7. ASSIGNMENT**

The Bidder shall not transfer or assign the performance required by this Bid without the prior written consent of the City. Any award issued pursuant to this Bid and monies that may become due hereunder are not assignable except with prior written approval of the City. For purposes of this Agreement, any change of ownership of the proposer shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of the City and its successors and assigns.

**8. EMPLOYEES**

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

**9. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

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

notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

**10. INSURANCE REQUIREMENTS**

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

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

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

- General Liability - \$1M per occ. / \$2M aggregate
- Automobile – \$1M per occ. / \$1M aggregate
- Workers Comp – Statutory

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

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

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

The Bidder's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Bidder's Worker's Compensation carrier will provide a

Waiver of Subrogation to the City. The Bidder shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Bidder purchase a bond to cover the full amount of the deductible or self-insured retention. If the Bidder is to provide professional services. The City reserves the right to request the successful Bidder to provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance in the event that the successful Proposer provides professional services as agreed upon with City.

Contractor shall at a minimum, provide the level of coverage provided as stated in Section 10 "Insurance" of the Standard Terms and Conditions herein of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity. Insurance coverage for other agencies within the Co-op shall apply only to those agencies individually.

## **11. INDEMNIFICATION**

The Bidder shall indemnify and hold harmless the City of Tamarac, its elected and appointed officials and employees from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Proposer or his Subcontractors, agents, officers, employees or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City of Tamarac or its elected or appointed officials and employees. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

## **12. INDEPENDENT CONTRACTOR**

An Agreement resulting from this solicitation does not create an employee/employer relationship between the parties. It is the intent of the Parties that the Contractor is an independent

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

## **13. SCRUTINIZED COMPANIES F.S. 287.135 and 215.473**

Bidder must certify that the company is not participating in a boycott of Israel. Bidder must also certify that Bidder is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Bidder must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Bidder of the City's determination concerning the false certification. The Bidder shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Bidder shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Bidder does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

**14. RECORDS/AUDITS**

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

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

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

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

14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including termination of the Agreement.

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

**15. UNBALANCED BIDS**

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

**16. UNIT PRICES**

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

**17. VENUE**

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

**18. CUSTODIAN OF RECORDS**

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

**CITY CLERK  
7525 NW 88<sup>th</sup> AVENUE  
ROOM 101  
TAMARAC, FL 33321  
(954) 597-3505  
[CITYCLERK@TAMARAC.ORG](mailto:CITYCLERK@TAMARAC.ORG)**

*Remainder of Page Intentionally Blank*

## TABLE OF CONTENTS

### 20-21B

### FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

INVITATION TO BID .....	1
INSTRUCTIONS TO BIDDERS & STANDARD TERMS AND CONDITIONS .....	2
1. INTRODUCTION & AUTHORITY .....	2
2. TYPES OF SOLICITATIONS ISSUED BY THE CITY .....	2
3. DEFINED TERMS .....	2
4. CLARIFICATION & ADDENDA .....	4
5. SUBMISSION OF THE BID .....	4
6. MODIFICATION AND WITHDRAWAL OF BID .....	5
7. REJECTION OF BIDS .....	5
8. OMISSION OF DETAILS .....	5
9. NON-COLLUSIVE AFFIDAVIT .....	5
10. CONFLICT OF INTEREST .....	5
11. QUANTITIES .....	5
12. DELIVERY .....	6
13. SAMPLES AND DEMONSTRATIONS .....	6
14. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS .....	6
15. TAXES .....	6
16. RESPONSE TABULATION .....	6
17. FORM AGREEMENT DOCUMENT .....	6
18. OTHER GOVERNMENTAL ENTITIES .....	6
19. UNBALANCED RESPONSES .....	6
20. INFORMATION REQUESTS AFTER DUE DATE .....	7
21. BUDGETARY CONSTRAINTS .....	7
22. CONTINGENT FEES PROHIBITED .....	7
23. PROHIBITION AGAINST LOBBYING .....	7
24. PROTESTS .....	7
25. WITHDRAWAL OF BID .....	7
26. BACKGROUND INVESTIGATION .....	7
B. STANDARD TERMS & CONDITIONS .....	8
1. PERFORMANCE .....	8
2. CONDITIONS OF MATERIALS .....	8
3. COPYRIGHTS OR PATENT RIGHTS .....	8
4. SAFETY STANDARDS .....	8
5. INSPECTION .....	8
6. TERMINATION .....	8
7. ASSIGNMENT .....	9
8. EMPLOYEES .....	9
9. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT .....	9
10. INSURANCE REQUIREMENTS .....	9
11. INDEMNIFICATION .....	10
12. INDEPENDENT CONTRACTOR .....	10
13. SCRUTINIZED COMPANIES F.S. 287.135 and 215.473 .....	10
14. RECORDS/AUDITS .....	11
15. UNBALANCED BIDS .....	11
16. UNIT PRICES .....	11
17. VENUE .....	11
18. CUSTODIAN OF RECORDS .....	11
TABLE OF CONTENTS .....	12
ADVERTISEMENT INVITATION TO BID (ITB) .....	14
SOUTHEAST FLORIDA GOVERNMENTAL .....	2
PURCHASING COOPERATIVE GROUP .....	2
SPECIAL INSTRUCTIONS .....	11
1. SE FLORIDA GOVERNMENTAL COOPERATIVE PARTICIPANTS: .....	11
2. CONTACT INFORMATION AND QUESTIONS .....	11
3. DIGITAL FORMS TO BE COMPLETED WITH BID .....	12
4. FORMS THAT MUST BE UPLOADED TO THE DOCUMENT UPLOAD SECTION .....	12
SPECIAL CONDITIONS .....	13
BID 20-21B .....	13
1. PURPOSE OF BID .....	13
2. CONTRACT TERM .....	13
3. PRICING .....	13
4. BASIS FOR ADJUSTMENT OR REJECTION OF SHIPMENTS .....	14
5. DAMAGE TO EQUIPMENT .....	14
6. DELIVERY .....	14

7. INVOICING.....	15
8. INSURANCE .....	15
9. REGULATORY COMPLIANCE.....	15
11. CAPABILITIES OF THE SUPPLIER.....	15
12. CONSIDERATION FOR AWARD.....	16
TECHNICAL SPECIFICATIONS.....	17
BID FORM.....	20
APPENDIX A.....	22
APPENDIX B.....	23
SAMPLE FORM AGREEMENT.....	24
1. The Contract Documents .....	24
2. The Work.....	24
3. Insurance .....	25
4. Term .....	26
5. Contract Sum .....	26
6. Payments .....	27
7. Conditions of Material .....	27
8. Indemnification .....	27
9. Non-Discrimination & Equal Opportunity Employment.....	28
10. Independent Contractor .....	28
11. Assignment and Subcontracting.....	29
12. Notice .....	29
13. Termination.....	29
14. Uncontrollable Forces.....	30
15. Agreement Subject to Funding.....	30
16. Venue .....	30
17. Signatory Authority .....	30
18. Severability; Waiver of Provisions .....	30
19. Merger; Amendment.....	30
20. No Construction Against Drafting Party .....	30
21. Scrutinized Companies -- 287.135 AND 215.473.....	31
22. Public Records .....	31
23. Public Records Custodian.....	32

August 12, 2020

20-21B

**ADVERTISEMENT INVITATION TO BID (ITB)**  
**ALL QUALIFIED BIDDERS:**

Sealed Bids, addressed to the Purchasing and Contracts Division of the City of Tamarac, Broward County, Florida, will be received electronically via the City's encrypted procurement management system, bids&tenders™ until **3:00 PM local time, Monday, August 31, 2020** for:

**Furnish, Deliver and Discharge Quicklime**

The City of Tamarac is hereby requesting Bids, from qualified Contractors, to Furnish, Deliver and Discharge Quicklime at the City of Tamarac Water Plant property at 7803 NW 61st Street, and on behalf of agencies in The South Florida Governmental Purchasing Cooperative as listed within the Bid document.

Sealed Bids must be received electronically via the City's encrypted procurement management system, bids&tenders™ on or before the date and time referenced above. Any Bids received after 3:00 PM on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder.

City reserves the right to reject any or all Bidder, to waive any informalities or irregularities in any Bids received, to re-advertise for Bids, to award in whole or in part to one or more Bidders, or take any other such actions that may be deemed to be in the best interests of the City. Bid documents may be obtained electronically ONLY at: <https://tamarac.bidsandtenders.org/Module/Tenders/en>.

Sincerely,



Keith K. Glatz, CPPO  
Purchasing & Contracts Manager

Virtual Bid Opening Ceremony to be held at 3:00 P.M. on August 31, 2020. The public may access the Bid Opening Ceremony at the following link via Microsoft Teams:

[Join Microsoft Teams Meeting](#)  
[+1 954-289-2459](tel:+19542892459) United States, Fort Lauderdale (Toll)  
Conference ID: 513 062 477#

Publish Sun-Sentinel: 08/16/2020



**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"**

**SPECIAL INSTRUCTIONS**  
**BID 20-21B**  
**FURNISH, DELIVER AND DISCHARGE OF QUICKLIME**

**1. SE FLORIDA GOVERNMENTAL COOPERATIVE PARTICIPANTS:**

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

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE / E-MAIL
City of Boynton Beach	124 E. Woolbright Rd.	Boynton Beach 33435	David Roland	561/742-6434 <a href="mailto:RolandD@bbfl.us">RolandD@bbfl.us</a>
Broward County Dist. 1A	3701 N State Road 7	Lauderdale Lakes 33319	Pedro Berrios	954/831-4115 / 954/553-0653 Cell <a href="mailto:PBerrios@broward.org">PBerrios@broward.org</a>
Broward County Dist. 2A	1390 NE 50th St.	Deerfield Beach 33064	Jose Otero	954/831-4127 / 954/234-1034 Cell <a href="mailto:JOtero@broward.org">JOtero@broward.org</a>
City of Coral Springs	3800 NW 85th Avenue	Coral Springs 33065	Alvan Jones	954/345-2162 <a href="mailto:ajones@coralsprings.org">ajones@coralsprings.org</a>
City of Dania Beach	1201 Stirling Road	Dania Beach 33004	Nate Costa	954/924-6808 x3616 <a href="mailto:ncosta@daniabeachfl.gov">ncosta@daniabeachfl.gov</a>
City of Delray Beach	201 SW 7 <sup>th</sup> St.	Delray Beach 33444	Bryan Heller	561/531-0817 <a href="mailto:HellerB@mydelraybeach.com">HellerB@mydelraybeach.com</a>
Town of Davie	3500 NW 76 <sup>th</sup> Avenue	Hollywood, FL 33024	Raul Sotelo	954/327-3748 <a href="mailto:Raul_sotelo@davie-fl.gov">Raul_sotelo@davie-fl.gov</a>
City of Deerfield Beach	290 Goolsby Blvd.	Deerfield Beach 33442	Joshua Niemann	954/480-4373 <a href="mailto:Jniemann@Deerfield-Beach.com">Jniemann@Deerfield-Beach.com</a>
City of Fort Lauderdale	949 NW 38 <sup>th</sup> Street	Oakland Park, 33309	Cesar Alza	954/828-7865 <a href="mailto:calza@fortlauderdale.gov">calza@fortlauderdale.gov</a>
City of Hallandale Beach	630 NW 2 <sup>nd</sup> Street	Hallandale 33009	John Fawcett	954/457-1632 <a href="mailto:jfawcett@cohb.org">jfawcett@cohb.org</a>
City of Hollywood	3441 Hollywood Blvd.	Hollywood 33021	Luis Montoya	954/967-4230 <a href="mailto:lmontoya@hollywoodfl.org">lmontoya@hollywoodfl.org</a>
City of Hollywood	1621 N. 14 <sup>th</sup> Avenue	Hollywood 33022	Coy Mathis Joel Blanco	954/921-3288 <a href="mailto:cmathis@hollywoodfl.org">cmathis@hollywoodfl.org</a> <a href="mailto:jblanco@hollywoodfl.org">jblanco@hollywoodfl.org</a>
City of Lake Worth Beach	301 College Street	Lake Worth Beach, 33460	Tim Sloan	561/586-1636 <a href="mailto:TSloan@LakeWorthBeachFL.Gov">TSloan@LakeWorthBeachFL.Gov</a>
City of Lauderhill	2101 NW 49th Avenue	Lauderhill 33313	Lurleen Evans	954/730-2972 / 954-730-4225 <a href="mailto:Levans@lauderhill.fl.gov">Levans@lauderhill.fl.gov</a>
City of Margate	980 NW 66 Ave.	Margate 33063	Richard Uber	954/972-0828 <a href="mailto:ruber@margatefl.com">ruber@margatefl.com</a>
City of North Lauderdale	841 NW 71 <sup>st</sup> Avenue	North Lauderdale 33068	Neil Buckeridge	954/597-4757 <a href="mailto:NBuckeridge@NLauderdale.org">NBuckeridge@NLauderdale.org</a>
City of North Miami	12098 NW 11 Ave.	North Miami 33168	Pavel Vida	305/953-2854 <a href="mailto:PVida@northmiamiFL.gov">PVida@northmiamiFL.gov</a>
City of North Miami Beach	19150 NW 8 <sup>th</sup> Avenue	Miami Gardens 33169	Moises Sierra / Carlos Carrazana	787/406-9628 305/650-0000 <a href="mailto:Moises.sierraortiz@jacobs.com">Moises.sierraortiz@jacobs.com</a> <a href="mailto:Carlos.carrazana@Citynmb.com">Carlos.carrazana@Citynmb.com</a>
Village of Palm Springs	360 Davis Road	Palm Springs 33461	Dave Burgin	561/635-4282 <a href="mailto:dburgin@vpsfl.org">dburgin@vpsfl.org</a>
Village of Palm Springs	5618 Basil Drive	West Palm Beach 33415	Dave Burgin	561/635-4282 <a href="mailto:dburgin@vpsfl.org">dburgin@vpsfl.org</a>
City of Pembroke Pines	7960 Johnson Street	Pembroke Pines 33024	Michael Cepeda	786/644-8762 <a href="mailto:michael.cepeda@jacobs.com">michael.cepeda@jacobs.com</a>
City of Pompano Beach	301 NE 12 <sup>th</sup> Street	Pompano Beach 33060	Phil Hyer	954/545-7030 <a href="mailto:Phil.hyer@copbfl.com">Phil.hyer@copbfl.com</a>
City of Riviera Beach	800 W. Blue Heron Blvd.	Riviera Beach 33404	David Danford	561/723-9973 <a href="mailto:ddanford@rivierabeach.org">ddanford@rivierabeach.org</a>
City of Sunrise	4350 Springtree Drive	Sunrise 33351	Roal Small	954/572-2424 <a href="mailto:rsmall@sunrisefl.gov">rsmall@sunrisefl.gov</a>
City of Sunrise	15450 Sludgemill Road	Davie 33331	Hugo Alagic	954/434-6900 <a href="mailto:halagic@sunrisefl.gov">halagic@sunrisefl.gov</a>
City of Tamarac	7803 NW 61st Street	Tamarac 33321	Anthony Licata	954/597-3777 <a href="mailto:anthony.licata@tamarac.org">anthony.licata@tamarac.org</a>
Village of Wellington	1100 Wellington Trace	Wellington 33414	Karla Berroteran-Castellon	561/753-2465 <a href="mailto:kberroteran@wellingtonfl.gov">kberroteran@wellingtonfl.gov</a>
City of West Palm Beach	1009 Banyan Blvd.	West Palm Beach 33401	Sandra Feliciano	561/822-2290 <a href="mailto:sfeliciano@wpb.org">sfeliciano@wpb.org</a>

## 2. CONTACT INFORMATION AND QUESTIONS

For inquiries regarding this solicitation Bidders must submit questions online at <https://tamarac.bidsandtenders.org/Module/Tenders/en>. Once on the webpage bidder should click the solicitation they are interested in and click the “Submit a Question Button”. All questions will be reviewed by the City and answered in the form of an addendum which will be uploaded to the City’s website and available for all firms registered as plan holders. An example screen shot of how to submit a question is shown below:

Welcome to the City of Tamarac Current Solicitations Website

Bids Homepage Create Account Login

This site allows potential Bidders to create a Bidding System Vendor account. Bidders select commodity codes for goods and services and the Bidding System will notify the Vendor by email of Bid opportunities matching their commodity code selection.

Bidders are solely responsible for ensuring their Vendor account information is kept current.

For step by step instructions on how to create an Account please refer to the [Vendor Guide](#)

**Purchasing Support:**  
If you have questions about a specific bid opportunity please direct your inquiry to the contact person listed in the bid document.

**Technical Support:**  
If you encounter technical issues, please contact [support@bidsandtenders.org](mailto:support@bidsandtenders.org)

The following is a list of our current online bid opportunities. Please refer to the Status column in the list to determine if the bid is open, closed or awarded.

Search	Open		
<a href="#">Bid Name</a>	<a href="#">Bid Status</a>	<a href="#">Bid Closing Date</a>	<a href="#">Days Left</a>
<a href="#">17-1B - Construction of Sunset Hammock Artistic Work</a>	<a href="#">Open</a>	<a href="#">Tue Aug 1, 2017 3:00:59 pm</a>	<a href="#">5</a>
<a href="#">Register for this Bid</a>	<a href="#">Submit a Question</a>	<a href="#">Bid Details</a>   <a href="#">Download Documents (1)</a>   <a href="#">Addenda (3)</a>   <a href="#">Plan Takers (5)</a>	

The City of Tamarac, Florida has commissioned Margi Glavovic Nothard through Glavovic Studio, Inc. to create Sunset Hammock ("Artwork"), an Artwork of significant size and quality to be located at Sunset Point Park located at 110000 W. McNab Road, Tamarac, Florida. The artwork will reflect the spirit of Tamarac and be impactful to pedestrians and passerby traffic from the Sawgrass Expressway both day and night at this highly active park. Artist Margi Glavovic Nothard ("Artist") will be responsible for the artistic creation and oversight of the installation of the final work.

## 3. DIGITAL FORMS TO COMPLETED WITH BID

The following fillable digital forms have been created and must be submitted / acknowledged with each bid:

[Certification](#)

[Vendor Drug-Free Workplace](#)

[Bidder's Qualification Statement](#)

[References](#)

[Boycotting Israel or Scrutinized Companies List](#)

[APPENDIX A – Part 1 – Contractor Pass Request Contact Information](#)

[APPENDIX A – Part 2 – Contractor Pass Request - List of Contractor Employees Requiring Access to Facilities.](#)

## 4. FORMS THAT MUST BE UPLOADED TO THE DOCUMENT UPLOAD SECTION

The following forms must be filled out, scanned back and uploaded to the defined section below:

Document Upload #	Required forms to be printed out, filled out, scanned back in and uploaded
Document Upload 1:	Non-Collusive Affidavit and Acknowledgment
Document Upload 2:	Non-Collusive Affidavit
Document Upload 3:	Certified Resolution
Document Upload 4:	Certificate of Insurance Proof of Requirements
Document Upload 5:	W9
Document Upload 6:	Vendor Narrative to address any issues as requested in the bid document. (Please address any items to respond to requests for Licenses, product specifications or other items required.)

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

## SPECIAL CONDITIONS

BID 20-21B

### FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

#### 1. PURPOSE OF BID

The City of Tamarac is hereby requesting Bids, from qualified bidders, to supply quicklime per the conditions and specifications contained in this document. This is a Cooperative Invitation to Bid issued by the City of Tamarac on behalf of the participating governmental entities of the Southeast Florida Governmental Purchasing Cooperative, referenced within this bid document. All quantities given are estimates of annual usage and may be increased or decreased to meet the requirements of each participant. No warranty is given or implied as to the exact quantities that will be used during the term of this contract.

#### 2. CONTRACT TERM

The contract term shall be for an initial period of three (3) years, beginning November 1, 2020. The City reserves the right to renew the contract for three (3) additional one (1) year periods, providing all parties agree to the extension and renewal terms.

#### 3. PRICING

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

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

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

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

C. Escalation/De-escalation:

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

reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, BLS Electric Power Generation, Transmission and Distribution Index, BLS Crushed and Broken Limestone Index, BLS mining Machinery and Equipment Index; and copies of vendor monthly internal cost reports and/or actual invoices. The bidder will need to validate to the City, which sources will be used to justify price adjustments prior to commencement of work under the agreement issued as the result of this invitation for bid. The City reserves the right to exercise final approval of the sources to be used for price adjustment justification.

2. Rail and Truck freight charges and changes for transfer costs require written verification from vendor's freight and transfer subcontractors, provided to the Purchasing & Contracts Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2020, subject to change in accordance with the schedule provided in Section 3.C.1 herein.
3. The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Special Conditions Section 3.B "Pricing", herein and utilizing Appendix B to this bid.
4. Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases. The City reserves the right to allow the Contractor to utilize alternative indices for price adjustment justification; however, the Contractor will only be allowed to change these indices at the time of any potential contract renewal, unless the index or indices cease publication, in which case the Contractor will be allowed to make changes to for any discontinued index during the contract period. The City reserves final judgement in the determination of the acceptance of specific indices to be utilized for the justification of price adjustments.

#### **4. BASIS FOR ADJUSTMENT OR REJECTION OF SHIPMENTS**

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

#### **5. DAMAGE TO EQUIPMENT**

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

#### **6. DELIVERY**

Bidder shall be capable of and agree to the following:

- A. Delivery 24-hours per day, seven days per week.
- B. Furnish a weight certification with each shipment. Certificate shall indicate gross, tare and net weights.
- C. As may be requested by using department, provide a physical and chemical analysis with each delivery. The analysis shall be certified and performed by a reputable testing laboratory. A one (1) pound airtight sample must accompany each shipment.

- D. Deliver to the designated facilities and discharge product pneumatically into the specified storage tank.
- E. The risk of loss, injury or destruction, regardless of the cause, shall be on the Bidder until the delivery of goods to the designated City or agency location. Title to the goods shall pass to the City or agency upon delivery and acceptance.

## **7. INVOICING**

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

## **8. INSURANCE**

Bidders shall submit copies of their current insurance certificates with the bid as referenced in the General Terms and Conditions. Failure to do so may cause rejection of the Bid.

## **9. REGULATORY COMPLIANCE**

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

## **10. SECURITY**

The awarded Contractor shall be required to complete and upload the "Contractor Pass Request Form" (See attached Exhibit A), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.

Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.

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

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

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

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

## **11. CAPABILITIES OF THE SUPPLIER**

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

those used by the City. The Bidder will be required to respond to questions included in the Bids and Tenders electronic solicitation document.

## **12. CONSIDERATION FOR AWARD**

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

Other considerations for award include:

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

Remainder of Page Intentionally Blank

## TECHNICAL SPECIFICATIONS

### BID NO. 20-21B FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

**Type 1: Pebble lime**, bulk must be in accordance with American National Standards Institute (ANSI) approved American Water Works (AWWA) Standard Specification B-202-02. The following requirements and testing procedures are applicable.

(A) Slaking Rate

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

(B) Calcium Oxide (CaO) Content

Shall contain a minimum of 92% free lime.

(C) Residue After Slaking

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

(D) Sampling Procedure

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

(E) Testing Procedures

1. Slaking Rate

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

2. Calcium Oxide

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

3. Residue After Slaking

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

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

**Type 1A: Foundry or Rice lime**, bulk must be in accordance with American National Standards Institute (ANSI) approved American Water Works (AWWA) Standard Specification B-202-02. The following requirements and testing procedures are applicable.

(A) Slaking Rate

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

(B) Calcium Oxide (CaO) Content

Shall contain a minimum of 89% free lime.

(C) Residue After Slaking

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

(D) Sampling Procedure

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

(E) Testing Procedures

1. Slaking Rate

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

2. Calcium Oxide

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

3. Residue After Slaking

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

(F) Foundry/Rice Size: -5 mesh x 14 mesh (0.157" x 0.0555")

**Type 2. Hi-Cal, Granular lime**, bulk must be in accordance with American National Standards Institute (ANSI) approved American Water Works (AWWA) Standard Specification B-202-02. The following requirements and testing procedures are applicable.

(A) Slaking Rate:

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

(B) Calcium Oxide (CaO) Content

Shall contain a minimum of 92% free lime total, and a minimum of 87% available CaO, per ASTM C-25 method.

(C) Residue After Slaking

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

(D) Sampling Procedure

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

(E) Testing Procedures

1. Slaking Rate

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

2. Calcium Oxide

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

3. Residue After Slaking

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

(F) Sizing:

Granular product U.S. sieves size 0" x 1/8". Bulk density average of 63 lb. per cubic foot.

Remainder of Page Intentionally Blank

**BID FORM**  
**INVITATION FOR BID**  
**IFB 20-21B**

**FURNISH, DELIVER AND DISCHARGE OF QUICKLIME**

**NOTE: THIS FORM IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY!! ALL PRICING MUST BE SUBMITTED ELECTRONICALLY THROUGH THE CITY'S BIDS & TENDERS PLATFORM!!**

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

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
<b>Type 1 – Pebble Lime</b>					
Broward County Dist. 1	3701 N State Road 7	2500	\$ _____	\$ _____	\$ _____
Broward County Dist. 2	1390 NE 51 St.	4500	\$ _____	\$ _____	\$ _____
City of Coral Springs (1)	3800 NW 85th Avenue, Coral Springs	1352	\$ _____	\$ _____	\$ _____
Town of Davie	3500 NW 76th Avenue, Hollywood	1000	\$ _____	\$ _____	\$ _____
City of Dania Beach	1201 Stirling Road, Dania Beach	350	\$ _____	\$ _____	\$ _____
City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1415	\$ _____	\$ _____	\$ _____
City of Fort Lauderdale (2)	949 NW 38 <sup>th</sup> St., Ft. Lauderdale	11500	\$ _____	\$ _____	\$ _____
City of Hallandale Beach (3)	630 NW 6th Avenue, Hallandale Beach	900	\$ _____	\$ _____	\$ _____
City of Lake Worth Beach	301 College St., Lake Worth Beach	525	\$ _____	\$ _____	\$ _____
City of Lauderhill	2101 NW 49th Avenue, Lauderhill	1825	\$ _____	\$ _____	\$ _____
City of North Lauderdale	841 NW 71 <sup>st</sup> Avenue, North Lauderdale	650	\$ _____	\$ _____	\$ _____
City of North Miami	12098 NW 11 <sup>th</sup> Ave, North Miami	1150	\$ _____	\$ _____	\$ _____
Village of Palm Springs	360 David Road, Palm Springs	600	\$ _____	\$ _____	\$ _____
Village of Palm Springs	5618 Basil Drive, West Palm Beach	600	\$ _____	\$ _____	\$ _____
City of Pompano Beach	301 NE 12th Street, Pompano Beach	2200	\$ _____	\$ _____	\$ _____
City of Riviera Beach	800 W. Blue Heron Blvd., Riviera Beach	588	\$ _____	\$ _____	\$ _____

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
City of Sunrise	4350 Springtree Drive, Sunrise	2400	\$	\$	\$
City of Sunrise	15400 Sludge Mill Road, Davie	600	\$	\$	\$
Village of Wellington	1100 Wellington Trace, Wellington	1330	\$	\$	\$
<b>TYPE 1A – Foundry/ Rice Lime</b>					
City of Boynton Beach	124 E. Woolbright Rd., Boynton Beach	1685	\$	\$	\$
City of Delray Beach	201 SW 7 <sup>th</sup> St., Delray Beach	3650	\$	\$	\$
City of Hollywood	3441 Hollywood Blvd., Hollywood	2400	\$	\$	\$
City of Margate	980 NW 66 <sup>th</sup> Ave, Margate	2000	\$	\$	\$
City of North Miami Beach	19150 NW 8 <sup>th</sup> Ave, Miami Gardens	3000	\$	\$	\$
City of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4200	\$	\$	\$
City of Tamarac	7803 NW 61st Street, Tamarac	1500	\$	\$	\$
City of West Palm Beach	1009 Banyan Blvd., West Palm Beach	5200	\$	\$	\$
<b>TYPE 2 -- Hi CAL Granular</b>					
City of Hollywood	Wastewater, 1621 N14th Ave, Hollywood	5550	\$	\$	\$
<b>Total Annual Tonnage</b>		<b>65,170</b>			<b>\$</b>

**Delivery Location Special Conditions:**

- (1) Coral Springs – Must deliver between 8:00AM and 4:00PM Monday to Friday ONLY.
- (2) Fort Lauderdale – Must deliver between 7:00AM and 3:00 Daily.
- (3) Hallandale Beach – Delivery to be made by a tanker truck @ 25 Tons/shipment. Lime to be pneumatically transferred from truck to silo. Delivery must be within 3 days of order.

## **APPENDIX A**

### **CONTRACTOR PASS REQUEST**

**THIS FORM IS AVAILABLE ON THE CITY'S ELECTRONIC SOLICITATION SITE, BIDS & TENDERS, AND BIDDERS MUST PROVIDE INFORMATION IN THE DESIGNATED AREA WITHIN THE BID DOCUMENT. (BIDDER MAY ADD ADDITIONAL ROWS.)**

Vendor Name: \_\_\_\_\_

Vendor Address:

---

Vendor Contact Name: \_\_\_\_\_

Vendor Contact Phone Number: \_\_\_\_\_

## List of Contractor Employees Requiring Entry to Facilities

(Attach copy of Picture Identification for all persons listed below)

## APPENDIX B

### 2020 TRUCK FUEL SURCHARGE SCALE

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

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

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

## **SAMPLE FORM AGREEMENT**

**BETWEEN THE CITY OF TAMARAC**

**AND**

**(SUCCESSFUL BIDDER)**

**NOTE: THIS IS A SAMPLE AGREEMENT DOCUMENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY!! ACTUAL AGREEMENT DOCUMENT WILL BE COMPLETED BY THE SUCCESSFUL BIDDER AT TIME OF AWARD!!**

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

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

### **1. The Contract Documents**

The contract documents consist of this Agreement, Bid Document No. 20-21B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Contract Exhibit A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 20-21B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 20-21B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

### **2. The Work**

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

**2.1.1** Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 20-21B, "Furnish, Deliver and Discharge Quicklime".

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

**2.1.3** Contractor shall comply with any and all Federal, State, and local laws and

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

- 2.1.4** Contractor shall be required to complete the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 20-21B), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.
- 2.1.5** Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.
- 2.1.6** All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.
- 2.1.7** Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.
- 2.1.8** Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

### **3. Insurance**

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured, and shall list the City as the Certificate Holder. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:
  - General Liability - \$1M per occ. / \$2M aggregate
  - Automobile – \$1M per occ. / \$1M aggregate
  - Workers Comp – Statutory
- 3.3.** Contractor shall at a minimum, provide the level of coverage provided for in Section 3.2 of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity.

#### **4. Term**

The term of this Agreement shall be for an initial three (3) year period, beginning November 1, 2020 through October 31, 2023. The City reserves the right to renew this Agreement for three (3) additional one (1) years periods subject to the Contractor's acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

#### **5. Contract Sum**

The Contract Sum for the above work for entities listed in Contract Exhibit A (UNIT PRICING PROVIDED IN BID) shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 20-21B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Contract Exhibit A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Contract Exhibit A, shall be firm for the initial contract period from November 1, 2020 through October 31, 2023, Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 5.3, "Escalation / De-escalation" shown herein.

- 5.1** Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the initial contract period from November 1, 2020 through October 31, 2023. Pricing changes will thereafter be allowable on a quarterly basis in accordance with Section 3.C, "Escalation / De-escalation" shown herein.
- 5.2** In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.
- 5.2.2** Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.
- 5.2.3** Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Appendix B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: [http://tonto.eia.doe.gov/oog/info/wohdp/diesel\\_detail\\_report\\_combined.asp](http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp)

#### **5.3 Escalation/De-escalation:**

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

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

- 5.3.2** Rail and Truck freight charges and changes for transfer costs require written verification from vendor's freight and transfer subcontractors, provided to the Purchasing & Contracts Division prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on November 1, 2020, subject to change in accordance with the schedule provided in Section 3.C.1 herein.
- 5.3.3** The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Appendix B to the original bid #20-21B. At the end of each quarter, the Contractor will process a "true up" by comparing the actual monthly rail and truck fuel surcharges for the quarter to the rail and truck fuel surcharges implemented at the time of the quarterly price change. Based on this comparison, the Contractor will issue the City a credit or debit that represents the variance.
- 5.3.4** Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases.

## **6 Payments**

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 20-21B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

## **7 Conditions of Material**

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

## **8 Indemnification**

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

**8.2** Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

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

**8.4** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

## **9 Non-Discrimination & Equal Opportunity Employment**

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

## **10 Independent Contractor**

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

herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

## **11 Assignment and Subcontracting**

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

## **12 Notice**

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

### **CITY**

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

With a copy to City Attorney at the following address:

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

### **CONTRACTOR**

---

---

---

---

## **13 Termination**

- 13.1 Termination for Convenience:** This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- 13.2 Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

## **14 Uncontrollable Forces**

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

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

## **15 Agreement Subject to Funding**

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

## **16 Venue**

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

## **17 Signatory Authority**

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

## **18 Severability; Waiver of Provisions**

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

## **19 Merger; Amendment**

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

## **20 No Construction Against Drafting Party**

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

## **21 Scrutinized Companies -- 287.135 AND 215.473**

- 21.1 By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.
- 21.2 Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

## **22 Public Records**

- 22.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
  - 22.1.1 Keep and maintain public records required by the City in order to perform the service;
  - 22.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - 22.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
  - 22.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- 22.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's

Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

## 23 Public Records Custodian

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

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

Remainder of Page Intentionally Blank

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

**CITY OF TAMARAC**

---

Michelle J. Gomez, Mayor

---

Date

ATTEST:

---

Michael C. Cernech, City Manager

---

Jennifer Johnson, CMC  
City Clerk

---

Date

---

Date

Approved as to form and legal sufficiency:

---

City Attorney

---

Date

ATTEST:

---

Company Name

---

Signature of Corporate Secretary

---

Signature of President/Owner

---

Type/Print Name of Corporate Secy.

---

Type/Print Name of President/Owner

---

(CORPORATE SEAL)

---

Date

**CORPORATE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_

\_\_\_\_\_, of \_\_\_\_\_,

a \_\_\_\_\_ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of \_\_\_\_\_, 20\_\_\_\_.

---

Signature of Notary Public  
State of Florida at Large

---

Print, Type or Stamp  
Name of Notary Public

Personally known to me or  
Produced Identification

---

Type of I.D. Produced

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