

INVITATION TO BID



23-36B

Furnish, Deliver and Discharge of Quicklime

Publish Date:

08/16/2023

Bid Due and Bid Opening Date:

09/12/2023 at 3:00 PM

Pre-Bid Conference:

None Required

Via Microsoft Teams

[Click here to join the meeting](#)

Meeting ID: 295 272 018 93

Passcode: vh5QDh

All Questions Due:

08/31/2023 by 12:00 PM

Where to Deliver Bid

Online At:

<https://tamarac.bidsandtenders.org>

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

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23-36B
FURNISH, DELIVER AND DISCHARGE OF QUICKLIME**August 16, 2023****23-36B****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, Tuesday, September 12, 2023 for:**

Furnish, Deliver and Discharge of 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,

Rhonda Kaplan, PPA
Senior Procurement Specialist

Virtual Bid Opening Ceremony to be held at 3:00 P.M. on September 12, 2023. The public may access the Bid Opening Ceremony at the link via Microsoft Teams provided on the front page of the Bid Document or by telephone at **954-2892459 // phone conference id# 865 849 546**.

Publish Sun-Sentinel: 08/19/2020



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"

INSTRUCTIONS TO BIDDERS & STANDARD TERMS AND CONDITIONS

23-36B

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, Supplementary and other Conditions), drawings, specifications of this Solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and 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.
- 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, however, does not negate the right of the City to terminate the contract under the standard terms and conditions which govern contract termination.
- 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 “Respondent/Bidder/Proposer”** - one who submits a Bid in response to a solicitation, as distinct from a Sub-Respondent, who submits bid to the Bidder.
- 3.15 “Response Documents/Bid”** – the Invitation to Bid, Instructions to Offerors, Bidder’s Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Bid Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Bids).
- 3.16 “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.
- 3.17 “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.

- 3.18 “Successful Bidder/Respondent”** - the qualified, responsible and responsive Bidder/Respondent to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.
- 3.19 “Supplier”** – A manufacturer, fabricator, supplier, distributor, materialman or vendor.
- 3.20 “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.
- 3.21 “Unit Price Work”** – Work to be paid for on the basis of unit prices. **“Delivered Unit Price Work”** - Work to be paid for on the basis of goods which are freight prepaid and delivered F.O.B. Destination.
- 3.22 “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.
- 3.23 “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. REGISTRATION, CLARIFICATION & ADDENDA

4.1 Vendor Registration Requirements & Procedures.

It is essential that all vendors receiving a bid or proposal download the document from the City's website and provide an electronic response through the City's e-procurement platform.

- 4.1.1** All bidders / proposers must visit <https://www.tamarac.org/bids> to download bid documents. Bidders 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, bidders 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.
- 4.1.2** Upon completion of the registration process, a confirming e-mail will be sent to the individual who registered.
- 4.1.3** Bidders shall be solely responsible for maintaining accurate contact data through the Bids and Tenders system. The City shall under no circumstances be

responsible for any errors or omissions in vendor's contact information may be requested by contacting Bids and Tenders at support@bidsandtenders.org.

- 4.2** It is the Responding firm's responsibility to read the requirements of this bid request. Unless otherwise specified, the Responding firm must use the bid form located online for Invitation for Bid document.
- 4.3** 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.
- 4.4** 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.
- 4.5** 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.
- 4.6** 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.
- 4.7** Any inquiries, suggestions, requests concerning clarification, or requests for additional information shall be submitted online at <https://tamarac.bidsandtenders.org/> . **DO NOT SUBMIT INQUIRIES VIA E-MAIL OR FACSIMILE. ONLY INQUIRIES RECEIVED THROUGH THE BIDS & TENDERS PORTAL WILL BE ACCEPTED.**
- 4.8** The City of Tamarac reserves the right to amend this bid 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.
- 4.9** ***** **SPECIAL NOTE** -- Addendums will only be issued electronically through the City's website. Vendors will be notified of the availability of new solicitations and addendums via e-mail (per the vendor's selected commodity choice). **PLEASE NOTE: IF YOUR FIRM HAS COMPLETED AND SUBMITTED YOUR ELECTRONIC RESPONSE, ANY ADDENDUMS ISSUED BY THE CITY AFTER YOUR RESPONSE IS SUBMITTED WILL NEGATE THAT ELECTRONIC RESPONSE. UPON RECEIVING AN ADDENDUM, RESPONDENTS MUST ELECTRONICALLY ACKNOWLEDGE THE ADDENDUM AND ELECTRONICALLY RE-SUBMIT THEIR RESPONSE PRIOR TO THE RESPONSE CLOSING! THE CITY WILL**

NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR VENDORS WHO FAIL TO RE-SUBMIT THEIR RESPONSE ONCE AN ADDENDUM IS ISSUED!

- 4.10** Electronic Media Submission: **IMPORTANT SPECIAL NOTICE:** Bidders will be using an electronic platform for uploading Bid responses. Bidders are advised that sufficient time must be allocated to register for your on-line account and to ensure that your firm has sufficient time to upload all of the data required. The system is designed to only transmit complete responses, and the City will only accept complete responses to this Bid. It is strongly suggested that Bidders begin the entry process at least 24 hours prior to the Bid due date and time to allow sufficient time for entry and to avoid any technical issues. In the event that firms experience technical difficulties with the platform, please contact Bids & Tenders Support at 1-800-594-4798 or support@bidsandtenders.ca.
<https://tamarac.bidsandtenders.org/Module/Tenders/en>.

5. MODIFICATION AND WITHDRAWAL OF BID

- 5.1.** 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/Tenders/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.
- 5.2.** 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.

6. REJECTION OF BIDS

- 6.1.** 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.

- 6.2. 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.

7. OMISSION OF DETAILS

- 7.1. 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.
- 7.2. 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.

8. 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

9. FOREIGN ENTITY OWNERSHIP AFFIDAVIT

Each Offeror shall complete and upload the Foreign Entity Ownership Affidavit to attest to the following:

The Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes); The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes); The Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes); The Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes); The Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes); The Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and The Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

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 Responding firm's name and manufacture'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 Responding firm.

14. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

14.1. 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.

14.2. Prompt Payment Discounts: Bidders are encouraged to provide prompt payment terms. If no payment discount is offered, the Bidder shall enter zero (0) for the percentage discount to indicate net 30 days. If the Bidder does not enter a percentage discount, it is understood and agreed that the payment terms shall be 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.

14.3. ***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>.

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. BID TABULATION

When a ITB or bid Closes an unofficial bid tab will be posted online at: <https://www.tamarac.org/bids> Responding firms will be able to download the unofficial bid 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 bids and quotations or proposals received by an agency pursuant to invitations for 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. §120.57(3) (a), or within 30 days after bid/proposal opening, whichever is earlier.

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. 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.

20. UNBALANCED BIDS

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.

21. 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.

22. 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.

23. 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.

24. PROHIBITION AGAINST LOBBYING

- 24.1** 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.
- 24.2** 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.
- 24.3** 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.)

25. **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_ofordinances?nodeId=PTIICO_CH6FITA_ARTV_TAPRCO

26. **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.

27. **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.

28. **DIGITAL FORMS TO BE 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
- Scrutinized Companies List
- Firm's Primary Ownership
- Local, CBE and Veteran Information
- Conviction History Employment Policy Inquiry

29. **FORMS THAT MUST BE UPLOADED TO THE DOCUMENT UPLOAD SECTION**

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

<u>Document Upload #</u>	<u>Required form to be printed, filled-out, scanned in & uploaded</u>
29.1	Document Upload 1: Non-Collusive Affidavit & Acknowledgement of Non-Collusive Affidavit. (Available for Download in the Documents Section on the E-Procurement platform.)

- 29.2 Document Upload 2:** Certified Resolution. **(Available for Download in the Documents Section on the E-Procurement platform.)**
- 29.3 Document Upload 3:** Foreign Entity Ownership Information Affidavit. **(Available for Download in the Documents Section on the E-Procurement platform.)**
- 29.4 Document Upload 4:** APPENDIX A – Part 1 – Contractor Pass Request Contact Information. **(Available for Download in the Documents Section on the E-Procurement platform.)**
- 29.5 Document Upload 5:** APPENDIX A – Part 2 – Contractor Pass Request - List of Contractor Employees Requiring Access to Facilities including picture identification.
- 29.6 Document Upload 6:** Certificate of Insurance – Proof of Requirements.
- 29.7 Document Upload 7:** Internal Revenue Service Form W-9.
- 29.8 Document Upload 8:** Conviction History -- Validation that Bidder has policies in place to exclude requesting criminal history information from employment candidates until after the Bidder initially determines that a candidate is otherwise qualified for the job being advertised. Upload your employment application, employee handbook or other proof of compliance.
- 29.9 Document Upload 9:** Items which bidder would like to include for informational purposes, such as any licenses, authorized dealer certifications or other information which would be helpful to the City in reviewing bid responses.

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

30. CONVICTION HISTORY EMPLOYMENT POLICIES

- 30.1** The policy of the City of Tamarac is that it will not include any question on any application for employment, inquire either orally or in writing, receive information about an applicant's criminal history background check, or otherwise obtain information about an applicant's criminal history until after the City initially determines that the applicant is otherwise qualified for a position. Once the City has initially determined that an applicant is otherwise qualified, the City may inquire into or obtain information about a criminal record.
- 30.2** The City encourages vendors that do business with the City to adopt and employ conviction history policies, practices, and standards that are consistent with the policies found in the first paragraph of this section herein. The City reserves the right to review all vendors' conviction history policies for consistency with City standards. The vendors' conviction history standards may be part of the criteria

to be evaluated by the City when determining whether to award a City contract to a vendor, and vendors utilizing similar practices as those enumerated in the first paragraph of this section herein. Vendor may receive bonus points when the City is soliciting Requests for Proposal, Requests for Qualifications or Requests for Letters of Interest, unless prohibited by the requirements of Florida or U.S. statutes or codes. Further, the City reserves the right to evaluate a contractor's execution of the conviction history standards as a part of the performance criteria of said City contracts.

- 30.3** Vendors are requested to provide information relating to their policies regarding criminal information history and will be asked to provide information as a part of vendor's electronic response. Vendors with criminal history information procedures may be requested to validate their procedures by providing copies of their written policy and/or copies of their employment applications as part of their electronic submittal response.

31. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – F.S. 287.05701

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

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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. Bidder 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

By execution of this bid/proposal, Bidder certifies that Bidder is not participating in a boycott of Israel. Bidder further certifies 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 Bidder 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.

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.

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. E-VERIFY COMPLIANCE

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Consultant and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Consultant shall require each of its subcontractors to provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Consultant, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is

contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subcontractor.

An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that upon termination of this Agreement by the City for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

16. 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.

17. 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 88th AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

SE FLORIDA GOVERNMENTAL COOPERATIVE PARTICIPANTS

ITB 23-36B -- FURNISH, DELIVER AND DISCHARGE OF QUICKLIME

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	1620 S. Seacrest Blvd	Boynton Beach 33435	Bill Newsome	561/742-6953 RolandD@bbfl.us
Broward County Dist. 1A	3701 N State Road 7	Lauderdale Lakes 33319	Pedro Berrios	954/831-4115 / 954/553-0653 Cell PBerrios@broward.org
Broward County Dist. 2A	1390 NE 50th St.	Pompano Beach 33064	Jose Otero	954/831-4127 / 954/234-1034 Cell JOtero@broward.org
City of Coral Springs	3800 NW 85th Avenue	Coral Springs 33065	Alvan Jones	954/345-2162 ajones@coralsprings.org
City of Dania Beach	1201 Stirling Road	Dania Beach 33004	Nate Costa	954/924-6808 x3616 ncosta@daniabeachfl.gov
City of Delray Beach	201 SW 7 th St.	Delray Beach 33444	Bryan Heller	561/531-0817 HellerB@mydelraybeach.com
Town of Davie	3500 NW 76 th Avenue	Hollywood, FL 33024	Anand Majaraj	954/327-3748 Anand.Maharaj@davie-fl.gov
City of Deerfield Beach	290 Goolsby Blvd	Deerfield Beach 33442	Bakari Scott	954/480-4368 Bscott@Deerfield-Beach.com
City of Fort Lauderdale	949 NW 38 th Street	Fort Lauderdale, FL, 33309	Cesar Alza	954/828-7865 calza@fortlauderdale.gov
City of Hallandale Beach	630 NW 2 nd Street	Hallandale Beach, FL 33009	John Fawcett	954/457-1632 jfawcett@cohb.org
City of Hollywood	3441 Hollywood Blvd.	Hollywood 33021	Luis Montoya	954/967-4230 lmontoya@hollywoodfl.org
City of Hollywood	1621 N. 14 th Avenue	Hollywood 33022	Kassandra Myers	954/812-4426 kmyers@hollywood.org
City of Lake Worth Beach	301 College Street	Lake Worth Beach, 33460	Garry Baker II	561/586-1713 gabaker@lakeworthbeachfl.gov
City of Lauderhill	2101 NW 49th Avenue	Lauderhill 33313	Marc Celetti	954/730-3057 mceletti@lauderhill.fl.gov
City of Margate	980 NW 66 Ave.	Margate 33063	Richard Uber	954/972-0828 ruber@margatefl.com
City of North Lauderdale	841 SW 71 st Avenue	North Lauderdale 33068	Neil Buckeridge	954/597-4757 NBuckeridge@NLauderdale.org
City of North Miami	12098 NW 11 Ave.	North Miami 33168	Pavel Vida	305/953-2854 PVida@northmiamiFL.gov
City of North Miami Beach	19150 NW 8 th Avenue	Miami Gardens 33169	Carlos Carrazana	786/586-8395 Carlos.carrazana@Citynmb.com
Village of Palm Springs	360 Davis Road	Palm Springs 33461	Dave Burgin	561/584-8200 ext. 8718 dburgin@vpsfl.org
Village of Palm Springs	5618 Basil Drive	West Palm Beach 33415	Dave Burgin	dburgin@vpsfl.org
City of Pembroke Pines	7960 Johnson Street	Pembroke Pines 33024	Michael Cepeda	754/260-4505 michael.cepeda@jacobs.com
City of Pompano Beach	301 NE 12 th Street	Pompano Beach 33060	Phil Hyer	954/545-7030 Phil.hyer@copbfl.com
City of Riviera Beach	800 W. Blue Heron Blvd.	Riviera Beach 33404	David Salas	561/723-2741 dsalas@rivierabeach.org
City of Sunrise	4350 Springtree Drive	Sunrise 33351	Jose Alvarez	954/572-2427 jalvarez@sunrisefl.gov
City of Sunrise	15400 Watermill Rd.	Davie 33331	Hugo Alagic	954/434-6900 halagic@sunrisefl.gov
City of Tamarac	7803 NW 61st Street	Tamarac 33321	Anthony Licata	954/597-3777 anthony.licata@tamarac.org

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE / E-MAIL
Village of Wellington	1100 Wellington Trace	Wellington 33414	Karla Berroteran-Castellon	561/753-2465 kberroteran@wellingtonfl.gov
City of West Palm Beach	1009 Banyan Blvd.	West Palm Beach 33401	Sandra Feliciano / Lester Galloway	561/822-2290 sfeliciano@wpb.org 561/351-4555 LGalloway@wpb.org

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PREVIEW

YOU MUST BE A REGISTERED PLAN TAKER
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WWW.BIDSANDTENDERS.COM - ORIGINAL DOCUMENT SOURCE

SPECIAL CONDITIONS

BID 23-36B 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, 2023. The City reserves the right to renew the contract for one additional three (3) year period or up to three (3) additional (1) year periods, whichever is in the best interest of the City and the Southeast Florida Governmental Purchasing Cooperative providing all parties agree to the extension and renewal terms. In the event that the agreement is set to expire, and no replacement agreement is in place, the Agreement shall continue on a month to month basis until a new Agreement is in place for a period of not to exceed six (6) months from the original date of scheduled expiration.

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. The unit pricing provided must include all freight charges and other costs, other than any fuel, rail or trucking surcharges that may occur.
- B. Bidder shall submit firm and fixed pricing for each of three (3) Agreement years based on the contract date of commencement (i.e. pricing for the initial twelve (12) month contract period, pricing for the second twelve (12) month period and pricing for the third twelve (12) month period). The bidder will be required to provide separate pricing for each of the three (3) years included in the initial contract term. The pricing for each subsequent year after the initial year of the Agreement may provide for anticipated escalation for each subsequent year. Under no circumstances shall any escalated pricing provided for subsequent contract years two and three of the Agreement be charged until the anniversary date of the commencement of the Agreement. Orders accepted by the Contractor prior to the Anniversary date of the commencement of the Agreement, but delivered after the Anniversary date shall be invoiced at the pricing associated with the pricing in place at the time of the order.
- C. 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 shall provide a rail fuel surcharge schedule no later than the third Monday of the month prior to the end of the quarter.

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/>.

D. Adjustments for Fuel Surcharges, Rail & Truck Surcharges, Rail & of Surcharges ONLY:

1. The City will accept adjustments to rail and truck fuel surcharges, on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. The Contractor must submit sufficient documentation to be given consideration for such charges and must pass-on a price decrease when the Contractor's costs are reduced.
2. 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 on the third Monday of the month preceding the start of the new quarter.
3. **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.**

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 the 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. ADJUSTMENT OF PRICE FOR THE EFFECTS OF GOVERNMENT ACTION

Notwithstanding anything else contained herein to the contrary, the price shall be adjusted for all costs incurred by Supplier hereunder in order to comply with any Federal, State or local law, regulation or order enacted, changed or amended after the Effective Date including, without limitation, fuel and other taxes, laws, regulations or orders relating to health, safety, conservation, reclamation, environmental protection, pollution control and air, water and soil standards but specifically excluding any and all income taxes. Supplier warrants that, to its knowledge, it is currently in compliance with all applicable laws, regulations or orders (except where noncompliance would not have a material adverse effect on Supplier's performance under this Agreement), and the costs incurred hereunder for such compliance whether or not actually incurred have been included in the initial price. In the event that any Federal, State or local law, regulation or order is enacted, changed or amended after the date of this Agreement, Supplier shall determine prospectively the cost per ton to Supplier of complying with such laws, regulations or orders and advise Purchaser of such costs, verified by adequate supporting documentation. The amount so determined shall be added to the payment price as an adjustment to become effective as and when such costs are incurred by Supplier. When the actual costs are known, Supplier shall provide Purchaser with appropriate data showing net effect of change. This data shall be subject to Purchaser's audit. For this audit Supplier shall produce evidence of actual costs within twelve months from institution of the additional charge and will either invoice or credit Purchaser as appropriate for the difference between Supplier's initial assessment and the results of the final determination of the audit.

13. HARDSHIP

Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon the request of the adversely affected party, the parties shall seek to adjust the conditions of this

Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

14. 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.

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TECHNICAL SPECIFICATIONS

BID NO. 23-36B

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.

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**BID FORM
INVITATION FOR BID
IFB 23-36B**

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
Type 1 – Pebble Lime					
City of Boynton Beach	1620 S. Seacrest Blvd.	1685			
Broward County Dist. 1	3701 N State Road 7	2100	\$	\$	\$
Broward County Dist. 2	1390 NE 50th St., Pompano Beach	4000	\$	\$	\$
City of Coral Springs (1)	3800 NW 85 th Avenue	1550	\$	\$	\$
Town of Davie	3500 NW 76th Avenue, Hollywood	750	\$	\$	\$
City of Dania Beach	1201 Stirling Road, Dania Beach	350	\$	\$	\$
City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1352	\$	\$	\$
City of Fort Lauderdale (2)	949 NW 38 th St., Ft. Lauderdale	14000	\$	\$	\$
City of Hallandale Beach (3)	630 NW 6th Avenue, Hallandale Beach	1000	\$	\$	\$
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 st Avenue, North Lauderdale	670	\$	\$	\$
City of North Miami	12098 NW 11 th 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	1200	\$	\$	\$

AGENCY	DELIVERY ADDRESS	ANNUAL USAGE	PRICE PER TON	FREIGHT CHARGE	TOTAL COST DELIVERED
City of Sunrise	4350 Springtree Drive, Sunrise	2500	\$ _____	\$ _____	\$ _____
City of Sunrise	15400 Watermill Road, Davie	500	\$ _____	\$ _____	\$ _____
Village of Wellington	1100 Wellington Trace, Wellington	1330	\$ _____	\$ _____	\$ _____
TYPE 1A – Foundry/ Rice Lime					
City of Delray Beach	201 SW 7 th St., Delray Beach	3650	\$ _____	\$ _____	\$ _____
City of Hollywood	3441 Hollywood Blvd., Hollywood	2400	\$ _____	\$ _____	\$ _____
City of Margate	980 NW 66 th Ave, Margate	2000	\$ _____	\$ _____	\$ _____
City of North Miami Beach	19150 NW 8 th Ave, Miami Gardens	3000	\$ _____	\$ _____	\$ _____
City of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4200	\$ _____	\$ _____	\$ _____
City of Tamarac	7803 NW 61 st Street, Tamarac	1500	\$ _____	\$ _____	\$ _____
City of West Palm Beach	1009 Banyan Blvd., West Palm Beach	5200	\$ _____	\$ _____	\$ _____
TYPE 2 -- Hi CAL Granular					
City of Hollywood	Wastewater, 1621 N 14 th Ave, Hollywood	5550	\$ _____	\$ _____	\$ _____
Total Annual Tonnage		67,387			\$ _____

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 B

2023 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. 23-36B, "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. 23-36B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 23-36B, 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 23-36B, "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 and provide the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 23-36B), 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 contract term shall be for an initial period of three (3) years, beginning November 1, 2023. The City reserves the right to renew the contract for one additional three (3) year period or up to three (3) additional (1) year periods, whichever is in the best interest of the City and the Southeast Florida Governmental Purchasing Cooperative providing all parties agree to the extension and renewal terms. In the event that the agreement is set to expire, and no replacement agreement is in place, the Agreement shall continue on a month-to-month basis until a new Agreement is in place for a period of not to exceed six (6) months from the original date of scheduled expiration.

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, F.O.B. Destination. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 23-36B, "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 for the initial year of the Agreement shall be firm for the period from November 1, 2023 through October 31, 2024; Pricing shown in Contract Exhibit A for the second year of the Agreement shall be firm for the period from November 1, 2024 through October 31, 2025 and Pricing shown in Contract Exhibit A for the third year of the Agreement shall be firm from November 1, 2025 through October 31, 2026.

- 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 as indicated in Exhibit A for each year of the contract for the periods from November 1, 2023 through October 31, 2024; November 1, 2024 through October 31, 2025 and November 1, 2025 through October 31, 2026.
- 5.2** In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract. Such surcharges shall be updated quarterly with notice being provided to the City as detailed in Section 5.2.3 herein.

- 5.2.1** 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.

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

5.2.3 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 #23-36B. 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.

5.2.4 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.

5.3 Adjustment of Price for the Effects of Government Action: Notwithstanding anything else contained herein to the contrary, the price shall be adjusted for all costs incurred by Supplier hereunder in order to comply with any Federal, State or local law, regulation or order enacted, changed or amended after the Effective Date including, without limitation, fuel and other taxes, laws, regulations or orders relating to health, safety, conservation, reclamation, environmental protection, pollution control and air, water and soil standards but specifically excluding any and all income taxes. Supplier warrants that, to its knowledge, it is currently in compliance with all applicable laws, regulations or orders (except where noncompliance would not have a material adverse effect on Supplier's performance under this Agreement), and the costs incurred hereunder for such compliance whether or not actually incurred have been included in the initial price. In the event that any Federal, State or local law, regulation or order is enacted, changed or amended after the date of this Agreement, Supplier shall determine

prospectively the cost per ton to Supplier of complying with such laws, regulations or orders and advise Purchaser of such costs, verified by adequate supporting documentation. The amount so determined shall be added to the payment price as an adjustment to become effective as and when such costs are incurred by Supplier. When the actual costs are known, Supplier shall provide Purchaser with appropriate data showing net effect of change. This data shall be subject to Purchaser's audit. For this audit Supplier shall produce evidence of actual costs within twelve months from institution of the additional charge and will either invoice or credit Purchaser as appropriate for the difference between Supplier's initial assessment and the results of the final determination of the audit.

5.4 Hardship: Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon the request of the adversely affected party, the parties shall seek to adjust the conditions of this Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

5.5 Pricing for Subsequent Renewal Terms: Contractor shall propose pricing for renewal terms which shall be submitted to the City at least sixty (60) calendar days prior to the expiration of the initial contract term. Contractor shall include with the price proposal, justification and back-up materials which shall be used to validate any price increase. Contractor may utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases. Additionally, Contractor may include copies of correspondence and invoices from suppliers of material, services and transportation providers which may include, but not be limited to any additional documentation which will provide validation for such increases. Contractor shall also offer the City any decreases which may apply at the time of contract renewal. Under no circumstances will the City allow for any increase to Contractor's profit at the time of renewal. Increases shall reflect a direct pass-through of any applicable costs.

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 23-36B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7 Conditions of Material & Warranties

7.1. 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.

- 7.2. Warranties. Supplier warrants that the Product shall conform to the specifications set forth herein and shall be free and clear of all liens and other encumbrances. SUPPLIER 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.

7 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.

8 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.

9 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.

10 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.

11 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 the City Attorney at the same address:

CONTRACTOR

12 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.

- 14.3** Hardship. Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon the request of the adversely affected party, the parties shall seek to adjust the conditions of this Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

15 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. SUPPLIER'S LIABILITY FOR DAMAGES SHALL BE LIMITED TO REPLACEMENT OF NON-CONFORMING PRODUCT OR REIMBURSEMENT OF THE PURCHASE PRICE FOR SUCH NON-CONFORMING PRODUCT

16 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.

17 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.

18 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.

19 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.

20 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.

21 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.

22 Scrutinized Companies -- 287.135 AND 215.473

- 22.1** 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.
- 22.2** 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.

23 Public Records

23.1 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:

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

23.1.2 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.

23.1.3 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.

23.1.4 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.

23.2 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.

24 E-Verify Compliance

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Consultant and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Consultant shall require each of its subcontractors to provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Consultant, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions

of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subcontractor.

An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that upon termination of this Agreement by the City for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

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**

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:

Levent Sucuoglu, City Manager

Kimberly Dillon, CMC
City Clerk

Date

Approved as to form and legal sufficiency:

Date

Hans Ottinot, 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 _____ : SS

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.