Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 616-6811
www.pbcgov.com/purchasing

Palm Beach County Board of County Commissioners

Priscilla A. Taylor, Mayor
Paulette Burdick, Vice Mayor
Hal R. Valeche
Shelley Vana
Steven L. Abrams
Mary Lou Berger
Jess R. Santamaria

County Administrator

Robert Weisman

"An Equal Opportunity Affirmative Action Employer"

printed on recycled paper

Form L

August 19, 2014

Allied Universal Corporation
Catherine Guillarmod, Executive Administrator
3901 NW 115 Avenue
Miami, FL 33178

TERM CONTRACT # 11071C

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for SODIUM HYPOCHLORITE (TANKER LOAD & LTL), PURCHASE AND DELIVERY based on:

[X] RENEWAL OF CONTRACT based on SOLICITATION # 11-071/SWC in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 9/20/2014 through 9/19/2015, and has an estimated dollar value of $ 3,206,600.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g., CPO / DO 680 XY030305000000001111 or CPO / DO 680 XY030305*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Sandy Cservenyak, Senior Buyer at scser@pbcgov.org or (561) 616-6814.

Sincerely,

Kathleen M. Scarlett
Purchasing Director

c: Vernetha Green, WUD
File

AMENDMENT #1

June 10, 2011

PALM BEACH COUNTY PURCHASING DEPARTMENT
50 SOUTH MILITARY TRAIL, SUITE 110
WEST PALM BEACH, FLORIDA 33415-3199

BID #: 11-071/SWC

TITLE: SODIUM HYPOCHLORITE, PURCHASE AND DELIVERY, TERM CONTRACT

OPENING DATE: JUNE 23, 2011

- **REFERENCE SPECIFICATIONS, BID PAGE 11, TECHNICAL REQUIREMENTS; ADD THE FOLLOWING BULLET TO Product Specifications (as per AWWA Standard B300 latest revision):**

  - **Shall be NSF60 certified**

NOTE: **This executed amendment shall be returned with your bid response. Failure to do so shall render your bid non-responsive.**

llied Universal Corporation
COMPANY NAME

SANDY W. CSERVENYAK
SENIOR BUYER

06-21-11
SIGNATURE / DATE

TAMMY L. SMITH
PURCHASING MANAGER

Board of County Commissioners

Karen T. Marcus, Chair
Shelley Vana, Vice Chair
Paulette Burdick
Steven L. Abrams
Burt Aaronson
Jess R. Santamaria
Priscilla A. Taylor

County Administrator

Robert Weisman

Purchasing Department
www.pbcgov.com/purchasing

BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
BID #11-071/SWC

SODIUM HYPOCHLORITE, PURCHASE AND DELIVERY, TERM CONTRACT

BID OPENING DATE: JUNE 23, 2011 AT 2:00 P.M.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department (561) 616-6800.

It is requested that all bids be submitted in triplicate, one original and two copies.

BIDDERS SHALL SUBMIT, IN A SEALED PACKAGE OR CONTAINER, AT LEAST ONE ORIGINAL, SIGNED IN INK BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Protests can be accepted only during the five (5) business day posting period.

CAUTION

As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our website at http://www.pbcgov.com/purchasing. It is the vendor's sole responsibility to routinely check this website for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from the above website or obtained directly from the Purchasing Department.

In accordance with the provisions of ADA, this document may be requested in an alternate format.

50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199
(561) 616-6800 FAX: (561) 616-6811

BOARD OF COUNTY COMMISSIONERS
Palm Beach County
INVITATION FOR BID

BID NO: 11-071/SWC BID TITLE: Sodium Hypochlorite, Purchase and Delivery, Term Contract

PURCHASING DEPARTMENT CONTACT: Sandy W. Cservenyak, Senior Buyer TELEPHONE NO.: 561-616-6814

FAX NO.: 561-242-6714 EMAIL ADDRESS: sshea@pbcgov.com

All bid responses must be received on or before June 23, 2011, prior to 2:00 p.m., Palm Beach County local time, at which time all bids shall be publicly opened and read. **SUBMIT BID TO**: Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this invitation for bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response and, if required, will be provided to all prospective bidders, prior to bid opening. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

a. **COMPLIANCE WITH LAWS AND CODES**: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this bid shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

b. **DISCRIMINATION PROHIBITED**: Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.

c. **INDEPENDENT CONTRACTOR RELATIONSHIP**: The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE**: Pursuant to Ordinance 2003-030, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County shall conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of vendors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. The bidder is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

e. **PUBLIC ENTITY CRIMES**: F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

f. **NON-COLLUSION**: Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and/or debarment or suspension from doing business with Palm Beach County.

g. **LOBBYING**: Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners, or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication i.e., facsimile, e-mail or U.S. mail.

Violations of the "Cone of Silence" are punishable by a fine of $250.00 per violation.

h. **CONFLICT OF INTEREST**: All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

i. **SUCCESSORS AND ASSIGNS**: The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

j. **INDEMNIFICATION**: Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

k. **PUBLIC RECORDS**: Any material submitted in response to this invitation for bid is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

l. **INCORPORATION, PRECEDENCE, JURISDICTION**: This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.

m. **LEGAL EXPENSES**: The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

3. BID SUBMISSION

a. **SUBMISSION OF RESPONSES**: **All bid responses must be submitted on the provided Invitation for Bid "Response" Form.** Bid responses on vendor letterhead/quotation forms shall not be accepted. **Responses must be typewritten or written in ink**, and must be signed in ink by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

b. **CERTIFICATIONS, LICENSES AND PERMITS**: Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to submit, prior to commencement of work, a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

c. **SBE BID DOCUMENT LANGUAGE**

Item 1 - Policy
It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

Item 2 - SBE Goals
The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

Item 3 - Ranking of Responsive Bidders
Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

a. In evaluating competitive bids or quotes between $1,000 and one million dollars ($1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%; or

b. In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).

c. In evaluating bids in excess of one million dollars ($1,000,000), the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars ($100,000) plus three percent (3%) of the total bid in excess of one million dollars ($1,000,000);

d. In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars ($100,000) plus three percent (3%) of the total bid in excess of one million dollars ($1,000,000).

Item 4 - Bid Submission Documentation

SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the work to be performed by their own workforce as well as the work to be performed by any SBE or M/WBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

Schedule 1 - List of Proposed SBE and M/WBE Participation

This list shall contain the names of all SBE and M/WBE prime and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.
(Only Job Order Contracting (JOC) contracts and Task Authorizations for annual contracts may be excluded from this requirement.)

Schedule(s) 2 - Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor

A Schedule 2 for each SBE and/or M/WBE Subcontractor listed on Schedule 1 shall be completed and signed by the proposed SBE and/or M/WBE Subcontractor. Subcontractors shall specify the type of work to be performed, the cost or percentage shall also be specified. Additional sheets may be used as needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

Item 5 - SBE Certification

Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification.

Item 6 - Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.

b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.

c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.

d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

e. The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

f. The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers/distributors that are not manufacturers.

g. The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.

h. The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified.

Item 7 - Responsibilities After Contract Award

Schedule 3 – SBE-M/WBE Activity Form

This form shall be submitted by the prime contractor with each payment application when SBE and/or M/WBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE and M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor and show amount drawn and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

Schedule 4 – SBE-M/WBE Payment Certification

A schedule 4 for each SBE and/or M/WBE sub shall be completed and signed by the proposed SBE and/or M/WBE after receipt of payment from the prime. When applicable, the prime shall submit this form with each application submitted to the county for payment to document payment issued to a sub in the performance of the contract.

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

Item 8 - SBE Substitutions

After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

d. **LOCAL PREFERENCE ORDINANCE**: In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to (1) bidders having a permanent place of business in Palm Beach County; (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades

a. Glades Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades Business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a local, non-local, or regional business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference.

b. Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local or regional business, all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference.

c. To receive either a Glades Local Preference or a Local Preference, a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation/Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation/Invitation for Bid. Please note that in order to receive a local preference, the bidders name and Palm Beach County address listed on the business tax receipt must be the same bidders name and Palm Beach County address that is included in the bid submitted by the bidder to the County and that the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. Failure to submit this information will cause the bidder to not receive a local preference. Palm Beach County may require a bidder to provide additional information for clarification purposes at any time prior to the award of the contract."

e. **DRUG FREE WORKPLACE CERTIFICATION**: In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.

f. **CONDITIONED OFFERS**: Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

g. **PRICING**:

(1) Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.

(2) The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.

(3) All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

(4) Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening to allow for evaluation and award.

(5) Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.

(6) In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE BIDDER PRIOR TO BID OPENING. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**

(7) Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

h. **SUBMITTING NO BID or NO CHARGE**: Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid." If some items are to be offered at no charge, bidders should mark those items as "no charge." Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly. Bidders who do not wish to submit bids on any item in this solicitation, should return a "Statement of No Bid" in an envelope plainly marked with the bid number and marked "NO BID."

i. **ACCEPTANCE/REJECTION OF BIDS**: Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

j. **NON-EXCLUSIVE**: The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES**: Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

l. **PERFORMANCE DURING EMERGENCY**: By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the County.

m. **SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County.

n. **GUA PURCHASES UNDER $100,000:** Pursuant to Section 2-54(f)(11), Palm Beach County Code, purchases under $100,000 made for the Glades Utility Authority "GUA" may be awarded only to those vendors located in the Glades, as defined in the Palm Beach County Code. It is the County's intent to award this solicitation to the lowest, responsive, responsible bidder located in the Glades. However, if no response is received from a vendor located in the Glades, the good or service shall be re-solicited to all vendors and awarded to the lowest, responsive, responsible bidder.

4. BID OPENING/AWARD OF BID

a. **OBSERVING THE PUBLISHED BID OPENING TIME**: **The published bid opening time shall be scrupulously observed.** It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid opening time. Any bid delivered after the precise time of bid opening shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid opening time.

b. **POSTING OF AWARD RECOMMENDATION**: Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at www.pbcgov.com/purchasing prior to final approval, and shall remain posted for a period of five (5) business days. Bidders desiring a copy of the bid posting summary may request same by enclosing a self-addressed, stamped envelope with their bid. (NOTE: As a service to bidders, the County provides an unofficial list of award postings on our web site.) The official posting in the Purchasing Department shall prevail if a discrepancy exists between the referenced listings.

c. **PROTEST PROCEDURE**: Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to 561/242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. CONTRACT ADMINISTRATION

a. **DELIVERY AND ACCEPTANCE**: Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

b. **FEDERAL AND STATE TAX**: Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials.

c. **PAYMENT**: Payment shall be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.

d. **CHANGES**: The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.

e. **DEFAULT**: The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the successful bidder, the County may procure goods and/or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience."

f. **TERMINATION FOR CONVENIENCE**: The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.

g. **ACCESS AND AUDITS**: The bidder shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the bidder's place of business.

6. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**:

Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

"THIS IS THE END OF "GENERAL CONDITIONS."

SPECIAL CONDITIONS

7. GENERAL/SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

8. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

- List a minimum of three (3) references in which similar goods and/or services have been provided within the past three (3) years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.

9. CRIMINAL HISTORY RECORDS CHECK

This solicitation includes sites and/or buildings which have been designated as "critical facilities" pursuant to Ordinance 2003-030 and Resolution R-2003-1274, as may be amended. Therefore, prior to the award of any contract, the recommended awardee(s) must comply with all the requirements of this solicitation, i.e. Criminal History Records Check Ordinance. County staff representing the user Department will contact the recommended awardee(s) and provide additional instructions for meeting the requirements of this Ordinance. A contract shall not be awarded unless the recommended awardee meets the requirements established by the Electronic Services and Security Division of the Facilities Development and Operations Department.

10. AWARD (ITEM-BY-ITEM)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an item-by-item basis. The County reserves the right to reject bids which would result in an award which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than $1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity.

11. PRIMARY AND SECONDARY DESIGNATION

Palm Beach County reserves the right to make multiple awards for this solicitation. In the event that this right is exercised, the lowest responsive, responsible bidder shall be designated primary awardee and the next lowest responsive, responsible bidder shall be designated secondary awardee. The primary awardee shall be given the first opportunity to perform. The secondary awardee shall be contacted **only** after the primary awardee has refused to perform. The primary awardee is expected to perform all work offered to them, unless they are unable to perform it for lack of resources or technical ability. The primary awardee may be found in default if it establishes a pattern of accepting only the more desirable work and declining the less desirable work.

12. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

13. F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the purchase order or term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

14. ADDITION / DELETION OF DELIVERY LOCATIONS

Palm Beach County reserves the right to add or delete delivery locations (including locations within the Glades) during the term of the contract at its sole discretion.

15. DELIVERY

Delivery shall be required within ten (10) calendar days after receipt of term contract delivery order (DO) unless a modified delivery date has been requested by the successful bidder and approved in writing by the Purchasing Director or his/her designee. Failure of the successful bidder to perform to the delivery requirement is sufficient cause for default and termination of the contract.

16. AS SPECIFIED

A term contract delivery order (DO) will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Palm Beach County will return, at the expense of the successful bidder, items not delivered as specified.

At the option of Palm Beach County, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Bidders shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

17. QUANTITY

The quantities shown are estimated. Palm Beach County reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Unless stipulated otherwise, Palm Beach County will accept NO minimum order requirements. Additionally, bidders are cautioned to bid in accordance with the unit specified on the bid response page.

18. RENEWAL OPTION WITH ESCALATOR

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month periods. Prices shall remain firm for the initial twelve (12) month period. The option for renewal shall only be exercised upon mutual written agreement with all original terms and conditions adhered to with no deviations.

At the beginning of each of the four (4) twelve (12) month option periods, the County may consider a single annual price adjustment to the unit price(s) based on the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI-U, All Items, Not Seasonally Adjusted (NSA)). The website is http://www.bls.gov/cpi/home.htm. At the County's sole discretion, this annual adjustment shall be calculated by using the appropriate annual percentage as provided by the Bureau of Labor Statistics not more than 120 days nor less than 30 days prior to the first day of the renewal term.

NOTE: For accounting purposes only, the CPI-U increase will be carried out two (2) decimal points when determining the increase to the unit prices.

Any renewal including subsequent price adjustments shall be subject to the appropriation of funds by the Board of County Commissioners.

19. INFORMATION AND DESCRIPTIVE LITERATURE

Bidder **shall** enter the manufacturer and manufacturer part number on the bid response page, if applicable. **If a bidder enters 'as specified", "same as above", or any wording other than the manufacturer and model number, and does not fill in the manufacturer offered and model number offered for any item, the bid shall be rejected.** Additionally, the bidder **shall** submit with their bid response, manufacturer cut sheets, sketches, descriptive literature and/or complete specifications for said item(s). Literature shall provide sufficient detail to verify compliance to bid specifications. **The failure of the descriptive literature to show that the item(s) offered conforms to the requirements of this solicitation shall result in the rejection of the bid.** Reference to literature submitted with a previous bid or literature which has been created by any entity other than the manufacturer will not satisfy this provision. The County reserves the sole right to determine acceptance of offered item(s).

Note: At the sole discretion of Palm Beach County, samples may be requested, after bid submittal, to complete and/or verify compliance to bid specifications.

20. WORK SITE SAFETY/SECURITY

The successful bidder shall at all times guard against damage or loss to the property of Palm Beach County, the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful bidder shall provide for the prompt removal of all debris from Palm Beach County property. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

21. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, Attention Buyer, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415. During the term of the Contract and prior to each subsequent renewal thereof, the successful bidder shall provide this evidence to the County prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than $500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Liability with Pollution Liability Endorsements. Successful Bidder shall agree to maintain Business Automobile Liability, including the MCS-90 Motor Carrier Act Endorsement and/or CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Business Auto, Motor Carrier and Truckers Coverage Forms Endorsement, at a minimum limit not less than $1,000,000 per occurrence providing coverage for damages against such third-party liability, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of $100,000, the County reserves the right, but not the obligation, to review and request a copy of the successful bidder's most recent annual report or audited financial statements. The policy shall be endorsed to include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents as additional Insured."

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your bid non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, **to the extent allowable by the insurer,** include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to County on a primary basis.

SPECIFICATIONS
BID #11-071/SWC

SODIUM HYPOCHLORITE, PURCHASE AND DELIVERY, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm pricing and establish a term contract for the purchase and delivery of Sodium Hypochlorite in bulk and less than tanker loads (LTL) to various locations throughout Palm Beach County for the Palm Beach County Water Utilities Department on an as needed basis.

TECHNICAL REQUIREMENTS

Product specifications (as per AWWA Standard B300 latest revision):

- Trade name: Hypochlorite Solution, Bleach
- Chemical formula: NaOCl
- Composition: Minimum: 120 G/L (12.0 Trade %), 10.3 % available chlorine by weight or 10.8 % Sodium Hypochlorite by weight
- Specific gravity: at 20C - 1.1 - 1.2
- Molecular weight: 74.5
- Appearance: Light-yellow to green clear liquid solution
- Solubility in water: Complete
- Freezing Temperature: minus 7C to minus 10C
- Total free alkali (expressed as NaOH) $\leq$ 1.5% by weight

SUCCESSFUL BIDDER'S RESPONSIBILITIES

Shipments shall bear warning labels as specified by USDOT regulations.

Successful bidder's vehicle shall be equipped with a 2" Cam Lock Filler Nozzle for product dispensing (unload).

The delivery site(s) is located within a wellfield zone. Proper handling and delivery procedures shall comply with the Department of Environmental Resources Management (ERM) requirements.

Product shall be delivered in thoroughly cleaned tank trucks. Palm Beach County reserves the right to order in quantities less than a tanker load (LTL).

Delivery Reports:

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the County. The report shall contain the following data:

- Date & Time of Manufacture
- Percent by weight of:
  1. Sodium Hypochlorite
  2. Available Chlorine
  3. Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

No deliveries will be accepted by the County unless accompanied by said certified laboratory report for the specific batch of sodium hypochlorite delivered showing the above data and that it conforms to the required specifications.
Product shall be delivered in bulk as follows:

Item #1 - Tanker load is 5,000 gallons.
Item #2 - Less than tanker load (LTL) quantity (less than 5,000 gallons).

DELIVERY LOCATIONS	ESTIMATED ANNUAL USAGE (per year)
ITEM #1 – SODIUM HYPOCHLORITE, (NaOCL, BLEACH), TANKER LOAD	
System #2 Water Treatment Plant 2956 Pinehurst Drive West Palm Beach, FL 33467	700,000 gallons
System #3 Water Treatment Plant 13026 Jog Road Defray Beach, FL 33446	400,000 gallons
South Region Wastewater Reclamation Facility (SRWRF) 12751 Hagen Ranch Road Boynton Beach, FL 33437	1,350,000 gallons
System #8 Water Treatment Plant 1500 Jog Road West Palm Beach, FL 33415	1,500,000 gallons
System #9 Water Treatment Plant 22438 SW 7^{m} Street Boca Raton, FL 33433	530,000 gallons
Lake Region 39700 Hooker Hwy Belle Glade, FL 33430	160,000 gallons
Mecca (RPS 4000) Royal Palm Beach, FL 33411	30,000 gallons
Central Region Water Reclamation Facility 2969 Northampton St West Palm Beach, Fl 33417	275,000 gallons
ITEM #2 – SODIUM HYPOCHLORITE, (NaOCL, BLEACH), LESS THAN TANKER LOAD (LTL)	
Various Small Plants throughout the County (Addresses/directions will be provided at time of order)	7,500 gallons
Seminole Water Treatment Plant 5622 Seminole Pratt Whitney Road Loxahatchee, FL 33470	8,000 gallons
Pump Station #241 1915 North Haverhill Road West Palm Beach, FL 33417	10,000 gallons
Lift Stations (Addresses / directions will be provided at time of order)	10,000 gallons
Belle Glade Wastewater Facility 2055 West Canal Street S Belle Glade, FL 33430	10,000 gallons
Pahokee Wastewater Facility 1001 Rim Canal Road Pahokee, FL 33476	5,000 gallons

BID RESPONSE
BID #11-071/SWC

SODIUM HYPOCHLORITE, PURCHASE AND DELIVERY, TERM CONTRACT

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
1.	Sodium Hypochlorite, (NaOCL, Bleach) as specified herein. TANKER LOAD Mfr. Offered: Allied Universal Corp.	4,995,500	GAL	$ .64	$ 3,197,120.00
2.	Sodium Hypochlorite, (NaOCL, Bleach) as specified herein. LESS THAN TANKER LOAD (LTL) Mfr. Offered: Allied Universal Corp.	100,000	GAL	$ .77	$ 77,000.00

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Is Qualification of Bidders information included, per Term and Condition #**8**? YES X INITIAL CG

Does bidder clearly understand the Critical History Records Check requirement, per Term and Condition # **9**? YES X INITIAL CG

Is Information and Descriptive Literature included, per Term & Condition #**19**? YES X INITIAL CG

Does bidder clearly understand the Insurance requirement, per Term and Condition # **21**? YES X INITIAL CG

*** PLEASE AFFIX SIGNATURE WHERE INDICATED**
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

FIRM NAME: **(Enter the entire legal name of the bidding entity)**

Allied Universal Corporation
3901 NW 115 Ave.
Miami, FL 33178

DATE: June 21, 2011

*** SIGNATURE:** Catherine Guillarmod

PRINT NAME: Catherine Guillarmod

PRINT TITLE: Executive Administrator

ADDRESS: 3901 NW 115 Ave.

CITY / STATE: Miami, FL ZIP CODE: 33178

TELEPHONE # (305) 888-2623

TOLL FREE # (800) 437-8715

E-MAIL: cathieg@allieduniversal.com

FAX #: (305) 463-8369

APPLICABLE LICENSE(S) NUMBER # _____ TYPE: _____

FEDERAL ID # 59 0776285

QUALIFICATIONS OF BIDDERS
REFERENCES FOR BID #11-071/SWC

SODIUM HYPOCHLORITE, PURCHASE AND DELIVERY, TERM CONTRACT

List references in accordance with qualifications of bidder, when applicable.

CUSTOMER NAME: Miami Dade Water & Sewer
(PLEASE PRINT OR TYPE)

ADDRESS: Miami, FL
(PLEASE PRINT OR TYPE)

PHONE NUMBER: (786) 229-0701 FAX NUMBER: (305) 805-1620 E-MAIL: asega@miamidade.gov

CONTACT NAME: Tom Segars
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: Provide Sodium Hypochlorite
(PLEASE PRINT OR TYPE)

START DATE: On-Going Past 15 Years END DATE: On-Going

CUSTOMER NAME: City of Sunrise
(PLEASE PRINT OR TYPE)

ADDRESS: Sunrise, FL
(PLEASE PRINT OR TYPE)

PHONE NUMBER: (954) 572-2485 FAX NUMBER: (954) 572-2278 E-MAIL: hrafaelson@cityofsunrise.org

CONTACT NAME: Holly Rafaelson
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: Provide Sodium Hypochlorite
(PLEASE PRINT OR TYPE)

START DATE: On-Going Past 5 Years END DATE: On-Going

CUSTOMER NAME: City of Ft. Lauderdale
(PLEASE PRINT OR TYPE)

ADDRESS: Ft. Lauderdale, FL
(PLEASE PRINT OR TYPE)

PHONE NUMBER: (954) 828-7865 FAX NUMBER: (954) 828-7822 E-MAIL: rjohnson@fortlauderdale.gov

CONTACT NAME: Rick Johnson
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: Provide Sodium Hypochlorite
(PLEASE PRINT OR TYPE)

START DATE: On-Going Past 5 Years END DATE: On-Going

STATEMENT OF NO BID
BID #11-071/SWC

SODIUM HYPOCHLORITE, PURCHASE AND DELIVERY, TERM CONTRACT

If you are not bidding on this service/commodity, please complete and return this form to: Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to bid due to the following reason(s):

____ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)

____ Insufficient time to respond to the Invitation for Bid

____ We do not offer this product or an equivalent

____ Our product schedule would not permit us to perform

____ Unable to meet specifications

____ Unable to meet bond requirements

____ Specifications unclear (explain below)

____ Other (specify below)

REMARKS: _____

_____

_____

_____

_____

CERTIFICATION OF BUSINESS LOCATION
BID #11-071/SWC

SODIUM HYPOCHLORITE, PURCHASE AND DELIVERY, TERM CONTRACT

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: (1) bidders/proposers having a permanent place of business in Palm Beach County ("County"); (2) bidders/proposers having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades; and (3) bidders/proposers having a permanent place of business in the County (non-Glades business) who utilize Glades subcontractors for construction projects in the Glades. To receive a local preference, bidders/proposers must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of any solicitation that meets or exceeds the mandatory bid/proposal amount. A Business Tax Receipt, which is issued by the Palm Beach County Tax Collector, authorizes the bidder/proposer to provide the goods/services to be purchased, and will be used to verify that the bidder/proposer had a permanent place of business prior to the issuance of the solicitation. The bidder/proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or proposal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder/proposer to not receive a local preference. Please note that the bidder/proposer name and Palm Beach County address listed on the Business Tax Receipt must be the same bidder/proposer name and Palm Beach County address that is included in the bid/proposal submitted by the bidder/proposer to the County.

In instances where the bidder/proposer is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder/proposer must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder/proposer had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders/proposers for additional information related to this requirement after the bid/proposal due date.

I. Bidder/Proposer is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County

_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades

_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's/proposer's County Business Tax Receipt verifies bidder's/proposer's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____.
(Title/Position) (Firm Name of Bidder/Proposer)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder/proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder/proposer.

_____ _____
(Signature) (Date)

DRUG-FREE WORKPLACE CERTIFICATION
BID #11-071/SWC

SODIUM HYPOCHLORITE, PURCHASE AND DELIVERY, TERM CONTRACT

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

(4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Catherine Guillarmod (Individual's Name) the

Executive Administrator (Title/Position with Company/Vendor) of Allied Universal Corp. (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Catherine Guillarmod
Signature

6-21-11
Date

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: Sodium Hypochlorite
NAME OF PRIME BIDDER: Allied Universal Corp.
CONTACT PERSON: _____
BID OPENING DATE: _____

PROJECT NO. OR BID NO.: _____
ADDRESS: _____
PHONE NO.: _____ FAX NO.: _____
DEPARTMENT: _____

Please list the dollar amount or percentage of work to be completed by the prime on this project.
Please also list the dollar amount or percentage of work to be completed by all subcontractors on the project.

	(Check one or both Categories) M/WBE	SBE	DOLLAR AMOUNT OR PERCENTAGE OF WORK				
Name, Address and Phone Number	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. WE DO NOT USE SUBCONTRACTORS	☐	☐					
2.	☐	☐					
3.	☐	☐					
4.	☐	☐					
5.	☐	☐					
Total							

(Please use additional sheets if necessary)

Total Bid Price$ _____

Total SBE - M/WBE Participation _____

Note:
1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order To be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

SCHEDULE 2

LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: _____

TO: _____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____

Black_____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project.
Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage

_____
_____
_____

at the following price or percentage _____
(Subcontractor's quote)
and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated.
Price or Percentage_____

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

_____
(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

_____
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: _____

SCHEDULE 3

SBE-M/WBE ACTIVITY FORM

SBE-M/WBE ACTIVITY FOR MONTH ENDING_____, PROJECT# or Bid #:_____

PROJECT NAME_____

PRIME CONTRACTOR NAME_____

PROJECT SUPERVISOR_____

Schedule 3 is used to show the monthly payment activity to each SBE-M/WBE Subcontractor on the project. It is to be submitted by the Prime with each monthly payment request to Palm Beach County. In the SBE-M/WBE subcontracting information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. Next, include the dollar amount drawn for that month along with the total amount paid to date for each SBE-M/WBE Subcontractor to date. Finally, include the date which the SBE-M/WBE Subcontractor began work on this project. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION					SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Subcontract Amount	Amount drawn for SBE-M/WBE Subcontractor	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (√)	Small Business (√)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge_____
(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

NOTE: **Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.**

SCHEDULE 4

SBE-M/WBE PAYMENT CERTIFICATION

Schedule 4 is to be completed by the SBE-M/WBE subcontractor. The Prime is to submit Schedule 4 with its Monthly Pay Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime is not to request signature from SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign unless it has received a payment from the Prime contractor. A separate payment certification is required for each SBE-M/WBE Subcontractor.

This is to certify that _____ received
SBE or M/WBE Subcontractor

(Monthly) or (Final) payment of $_____ on _____

From _____ for labor and/or materials used on PROJECT NO._____
(Prime Contractor)

PROJECT NAME_____-_____

SBE OR M/WBE SUBCONTRACTOR: _____
(Company Name)

BY: _____
(Signature of Subcontractor)

_____
(Print Name & Title of Person executing on behalf
Of Contractor)

NOTARY
STATE OF FLORIDA
COUNTY OF _____ Sworn to and subscribed before me this _____ day of _____, 20___

by_____ _____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

Personally Known ____ OR Produced Identification_____ Type of Identification Produced _____

BY:_____

_____
(Print Name & Title of Person Executing on behalf
Of Contractor Subcontractor)

NOTARY
STATE OF FLORIDA
COUNTY OF _____ Sworn to and subscribed before me this _____ day of _____, 20___

by_____ _____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

Personally Known ____ OR Produced Identification_____ Type of Identification Produced _____