



Form L

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbcgov.com/purchasing

October 3, 2023

Kemira Water Solutions, Inc.
Tina Imbrogno
4321 W 6th St
Lawrence, KS 66049

TERM CONTRACT #22018B

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for LIQUID FERROUS AND FERRIC SULFATE BLEND TO INCLUDE DOSING EQUIPMENT AND SERVICE based on:

RENEWAL OF CONTRACT based on SOLICITATION #22-018/SM in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 02/08/2024 through 02/07/2025, and has an estimated dollar value of \$1,812,000.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY03030500000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Christal Bakie at cbakie@pbcgov.org or (561) 616-6803.

Sincerely,

Melody Thelwell
Director

c: Vernetha Green, Water Utilities
File

Palm Beach County
Board of County
Commissioners

Gregg K. Weiss, Mayor

Maria Sachs, Vice Mayor

Maria G. Marino

Michael A. Barnett

Marci Woodward

Sara Baxter

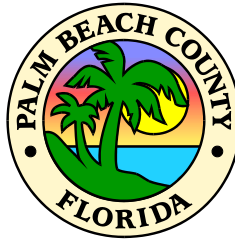
Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

Robert S. Weinroth, Mayor
Gregg K. Weiss, Vice Mayor
Dave Kerner
Maria G. Marino
Maria Sachs
Melissa McKinlay
Mack Bernard



Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

**BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
IFB #22-018/SM**

**LIQUID FERROUS AND FERRIC SULFATE BLEND, INCLUDING DOSING EQUIPMENT AND
MONITORING SERVICE, TERM CONTRACT**

BID SUBMISSION DATE: JANUARY 6, 2022 AT 4:00 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 at (561) 616-6800.

BIDDERS SHALL PROVIDE A RESPONSE IN A SEALED PACKAGE OR CONTAINER SIGNED 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.

C A U T I O N

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. **IF BIDDER INTENDS TO USE SUBCONTRACTORS, BIDDER MUST ALSO ENSURE THAT ALL SUBCONTRACTORS ARE REGISTERED AS VENDORS IN VSS. ALL SUBCONTRACTOR AGREEMENTS MUST INCLUDE A CONTRACTUAL PROVISION REQUIRING THAT THE SUBCONTRACTOR REGISTER IN VSS. COUNTY WILL NOT FINALIZE A CONTRACT AWARD UNTIL THE COUNTY HAS VERIFIED THAT THE CONTRACTOR AND ALL OF ITS SUBCONTRACTORS ARE REGISTERED IN VSS.**

As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system 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 our VSS system or obtained directly from the Purchasing Department.

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

BOARD OF COUNTY COMMISSIONERS
Palm Beach County
INVITATION FOR BID

| | | |
|---|---|--------------------------------------|
| IFB #22-018/SM | IFB TITLE: LIQUID FERROUS AND FERRIC SULFATE BLEND, INCLUDING DOSING EQUIPMENT AND MONITORING SERVICE, TERM CONTRACT | |
| PURCHASING DEPARTMENT CONTACT: Staci C. Machado, Buyer | | TELEPHONE NO.: (561) 616-6835 |
| FAX NO.: (561) 233-2154 | E-MAIL ADDRESS: smachado@pbcgov.org | |

All bid responses must be received on or before January 6, 2022, prior to 4:00 p.m., Palm Beach County local time. **SUBMIT BID TO:** Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 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 solicitation 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 prior to the published bid submission time. 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 County's performance and obligation to pay under the contract is contingent upon an annual appropriation by the Board of County Commissioners ("Board") for subsequent fiscal years.

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.

Any toxic substance provided to the County as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS).

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. **COMMERCIAL NON-DISCRIMINATION:**

Item 1: Bidder's Representations and Agreement.

The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Bidder shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, subconsultants vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Bidder understands and agrees that a material violation of this clause shall be considered a material breach of contract and may result in termination of the contract, disqualification or debarment of the Bidder from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

Item 2: Bidder's Agreement to Apply to Subcontracts

The bidder covenants and agrees to include the commercial non-discrimination clause in all subcontractor agreements.

- c. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the successful bidder warrants and represents that throughout the term of the contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered a default of contract.

d. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under the 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 the 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.

e. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will 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 of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are 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 amended. In October 2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The bidder is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE / FBI fees that shall be paid by the County.

f. **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."

g. **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.

h. **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 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.

i. **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.

j. **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 the Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in the Contract without the prior written consent of the other.

k. **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.

l. **PUBLIC RECORDS, ACCESS AND AUDITS:** The bidder agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the bidder's services or authorized by the County as a reimbursable expense, whether generated directly by the bidder, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the County or the bidder, and wherever located shall be the property of the County.

Any material submitted in response to this solicitation 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. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The County shall have the right to request and review bidder's books and records to verify bidder's compliance with the Contract, adherence to the Equal Business Opportunity ("EBO") Program and its bid. The County shall have the right to interview subcontractors, and workers at the work site to determine Contract compliance. The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. Bidder shall retain all books and records pertaining to the contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date. The County and the Palm Beach County Inspector General shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years. .

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Bidder: **(i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2), F.S.**, the Bidder shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Bidder is specifically required to:

1. Keep and maintain public records required by the County to perform services provided under the Contract.
2. Upon request from the County's Custodian of Public Records ("County's Custodian") or County's representative/liaison, on behalf of the County's Custodian, provide the County 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 Chapter 119 or as otherwise provided by law. The Bidder further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
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 Bidder does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the County.
4. Upon completion of the Contract, the Bidder shall transfer, at no cost to the County, all public records in possession of the Bidder unless notified by County's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required by the County to perform the service. If the Bidder transfers all public records to the County upon completion of the Contract, the Bidder shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically by the Bidder must be provided to the County, upon request of the County's Custodian or the County's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of County, at no cost to County.

Bidder acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the Bidder to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of the Contract. County shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

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

RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

- m. **INCORPORATION, PRECEDENCE, JURISDICTION, GOVERNING LAW:** 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 governed by the laws of the State of Florida. Any legal action necessary to enforce the award or the resultant contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.
- n. **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 the contract, or from any other matter generated by or relating to the contract.
- o. **NO THIRD PARTY BENEFICIARIES:** No provision of the Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to the Contract, including but not limited to any citizen or employees of the County and / or successful bidder.
- p. **SCRUTINIZED COMPANIES**

1. SCRUTINIZED COMPANIES:

As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the Bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Bidder is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the resulting Contract from this Invitation for Bid may be terminated at the option of the County.

2. SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN \$1 MILLION):

As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the Bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Bidder, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

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, written in ink or a photocopy and must be signed 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 maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete the 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. **S/M/WBE - EBO REQUIREMENTS**

Please note that all forms related to the EBO Program, including waiver forms and good faith effort documentation can be found at:
<http://discover.pbcgov.org/oebo/Pages/Documents.aspx>

Item 1 – Policy

It is the policy of the Board that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the EBO Program, and which is incorporated in this solicitation. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Item 2 – Waiver of Affirmative Procurement Initiatives (APIs) Requirements

In accordance with the EBO Ordinance, the Affirmative Procurement Initiatives (APIs) have been waived for this solicitation. However, if any Bidder intends to utilize any subcontractors/subconsultants as part of their response to this solicitation, the applicable OEBO Schedules must be submitted with their response for compliance tracking purposes.

Item 3 – Bid Submission Documentation

S/M/WBE bidders, bidding as prime contractors or consultants, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by all subcontractor or subconsultant, including S/M/WBE subcontractors and subconsultants. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the - S/M/WBE goal. This requirement applies even if the S/M/WBE bidder intends to perform 100% of the work with their own workforce S/M/WBE subcontractor/subconsultant documentation. If applicable, shall be submitted as follows:

Schedule 1 - List of Proposed Subcontractors/ Subconsultants

A completed Schedule 1 submitted by the prime shall list the names of all subcontractors/subconsultants intended to be used in performance of the contract, if awarded. The total proposed percentage of S/M/WBE participation shall also be included on this form. This schedule shall also be used if an S/M/WBE Prime Contractor/consultant is performing all or any portion of the contract with their work force.

Schedule 2 - Letter of Intent

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a subcontractor/subconsultant (or any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. Each Schedule 2 shall be properly executed by the Prime Contractor/consultant and by the proposed subcontractor/subconsultant. If the Prime Contractor/consultant is an S/M/WBE, a Schedule 2 shall be submitted to document work to be performed by its workforce. All S/M/WBE(s) shall specify, in detail, the type of work they will perform along with the dollar amount they will be compensated and/or percentage of work they will perform. If any subcontractor/subconsultant intends to subcontract any portion of their work, they are required to list the dollar amount and the name of the subcontractor/subconsultant on this form. All named subcontractors/subconsultants on this form must also complete and submit a separate Schedule 2. The Prime may count toward its S/M/WBE goal second and third tiered certified S/M/WBE(s); provided that the Prime Contractor/consultant submits a completed Schedule 2 form for each S/M/WBE.

A detailed quote or proposal may be attached with a signed Schedule 2.

Failure to submit a properly executed Schedule 1 and Schedule 2 will result in no S/M/WBE consideration given.

In the event of a conflict between Schedules 1 and 2 when calculating S/M/WBE participation, the information provided on Schedule 2 shall have precedence.

In the event of mathematical error(s), the unit price, if available, shall prevail and the vendor's total offer shall be corrected accordingly. If the County's issuance of an alternate or change order on a project results in changes in the scope of work to be performed by a subcontractor/subconsultant listed at the time of bid submission, the Prime must submit a, completed and properly executed Schedule 2 that specifies the revised scope of work to be performed by the subcontractor/subconsultant, along with the price and /or percentage.

Item 4 – S/M/WBE Certification

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established S/M/WBE goals. Upon receipt of a completed application, **IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the online Vendor Directory at www.pbcgov.org/oebo to verify S/M/WBE certification status. Firms must continue to recertify during the life of the contract as the County may only count toward the established goal, work performed by an S/M/WBE during the time their certification dates are valid.

Item 5 – Responsibilities After Contract Award

Schedule 3 – Subcontractor Activity Form

The Prime Contractor shall submit a completed Activity Report form (Schedule 3) with each invoice, or payment application when any subcontractor/subconsultant has provided services during the period in which the Prime is requesting payment. This form shall contain the names of all subcontractors/subconsultants, and specify the contracted dollar amount, approved change orders; revised contract amount; amount drawn this period; amount drawn to date; and payments to date issued to all subcontractors with their starting date.

Schedule 4 – Payment Certification Form

A fully executed Schedule 4 shall be submitted for each subcontractor/subconsultant after receipt of payment from the Prime Contractor/consultant. The Prime Contractor/consultant shall submit this form with each payment application or invoice submitted to the County when the County has paid the Prime Contractor/consultant on the previous payment application for services provided by a subcontractor/subconsultant. If any subcontractor/subconsultant intends to disburse funds associated with this payment to another subcontractor/subconsultant for labor provided on the contract, the amount and name of the subcontractor/subconsultant shall be listed on this form. All named subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime Contractor/consultant is a certified S/M/WBE, a Schedule 4 shall be submitted to reflect the amount of payment retained by the Prime Contractor/consultant for services performed by its own workforce.

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

Upon letter notification by the County that the EBO payment portal/tracking system is available for use, the Bidder is required to input all subcontractor/subconsultant payment information directly into the EBO payment portal prior to submitting a payment application.

Item 6 – S/M/WBE Substitutions

After contract award, the Prime Contractor/consultant will only be permitted to substitute a certified S/M/WBE that is unwilling or unable to perform. The Prime Contractor/consultant will only be permitted to modify the scope of work or price of an S/M/WBE listed at bid opening or date/time for submission of the response to the solicitation as a result of the County's issuance of an amendment, alternate or change orders on a project. Substitutions shall be done with like certified S/M/WBEs in order to maintain the participation percentages submitted with the bid or proposal.

All requests for modifications or substitutions shall be submitted to the County and the Office of EBO on the EBO Request for S/M/WBE Substitution Modification Removal Form for review. Upon receiving an approval for substitution, the Prime Contractor/consultant shall submit a completed and signed Schedule 2 for the new S/M/WBE; the new S/M/WBE shall specify the type of work to be performed, and the dollar amount and/or percentage shall also be specified upon receiving approval for modification or substitution.

The Prime Contractor/consultant shall submit a new properly executed Schedule 2 that specifies the revised scope of work to be performed by the S/M/WBE, along with the revised dollar amount and/or percentage. A detailed quote or proposal may be attached with a properly executed Schedule 2.

Item 7 – EBO Program Compliance - Penalties

Under the EBO Ordinance, the OEBO is required to implement and monitor S/M/WBE utilization during the term of any contract resulting from this solicitation. It is the County's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of County contracts. All Bidders are required to comply with the EBO Ordinance and shall be expected to comply with the API(s) applicable to this solicitation, as well as the S/M/WBE utilization proposed by a Bidder in its Bid, which utilization plan forms a part of any resulting Contract.

The Director of the OEBO or designee may require such reports, information, and documentation from the Bidder/Vendor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Vendor shall correct all noncompliance issues within fifteen (15) calendar days of a

written notice of noncompliance by the department procuring the goods or services or the OEBO. If the Bidder does not resolve the non-compliance within fifteen (15) days of receipt of written notice of non-compliance,, then upon recommendation of sanctions by the Director of EBO or designee in consultation with the County regarding the failure of a contractor, vendor, respondent or bidder or other business representative to comply with any portion of the EBO Ordinance, the Director of the EBO or designee (for purposes of imposing penalties, the Purchasing Director shall serve as the EBO designee) may impose any or all of the following penalties on the non-complying party any or all of the following penalties:

- a. Suspension of contract;
 - b. Withholding of funds;
 - c. Termination of contract based upon a material breach of contract pertaining to EBO Program compliance;
 - d. Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and
 - e. Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.
- d. **LOCAL PREFERENCE ORDINANCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) bidders having a permanent place of business in Palm Beach County or (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.
1. **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 non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.
 2. **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 business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.
 3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "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.
 4. 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. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County 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.

- 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 submission 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.
 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 BY THE BIDDER PRIOR TO BID SUBMISSION; HOWEVER, IF THE CORRECTION IS NOT PROPERLY INITIALED, BUT THE INTENT OR LEGIBILITY OF THE CORRECTION IS CLEAR, THE BID SHALL NOT 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.
- 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, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, Palm Beach County shall be given "first priority" for all goods and services under the contract. Bidder agrees to provide all goods and services to Palm Beach County immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, 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. Failure to provide the goods or services to the County on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of contract and subject the bidder to sanctions from doing further business with the County.
- m. **SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER:** 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. Additionally, any time after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract. The successful bidder warrants that the price(s) shall not exceed the successful bidder's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the successful bidder offers more favorable pricing to one of its customer(s), the successful bidder shall extend to the County the same pricing or the then current market price, whichever is lower.
- n. **BIDDER'S COMMERCIAL NON-DISCRIMINATION CERTIFICATION:** In accordance with Palm Beach County Code Section 2-80.24, the undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or

owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the bidder for this Solicitation, and to terminate any contract awarded based on the response.

At the time of bid submission, the bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the bidder discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

Bidder shall indicate its agreement to the foregoing by signing the Bid Response Page.

Bidder's failure to meet these requirements shall render its bid response non-responsive.

4. **BID SUBMISSION TIME / AWARD OF BID**

- a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME:** The published bid submission 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 submission time. Any bid delivered after the precise published time of bid submission shall not be considered. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid submission 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.org/purchasing prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website 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 a 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 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. Any sales tax paid by successful bidders to their suppliers for materials to fulfill contractual obligations with the County are not reimbursable by the County to the successful bidder.
- c. **PAYMENT:** In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the successful bidder's bid; must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.

Successful bidders **shall** send **ALL ORIGINAL** invoices to the following address and **may** send copies of invoices to the Palm Beach County Department requesting the goods/services. Invoices submitted on carbon paper shall **not** be accepted.

**PALM BEACH COUNTY
FINANCE DEPT.
P.O. BOX 4036
WEST PALM BEACH, FL 33402-4036**

Payment shall be made by the County after goods / 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. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's Office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com.

- 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.
- 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 the 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. **REMEDIES:** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

6. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

AUDIT REQUIREMENTS: Pursuant to Palm Beach County Code, Section 2-421 – 2-440, 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. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7. **BUSINESS INFORMATION:** If bidder is a Joint Venture for the goods / services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

8. **E-VERIFY – EMPLOYMENT ELIGIBILITY:** Bidder warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of bidder's subconsultants performing the duties and obligations of the contract are registered with the EVerify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Bidder shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Bidder shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of the contract which requires a longer retention period.

County shall terminate the contract if it has a good faith belief that bidder has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that bidder's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify bidder to terminate its contract with the subconsultant and bidder shall immediately terminate its contract with the subconsultant. If County terminates the contract pursuant to the above, bidder shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which the contract was terminated. In the event of such contract termination, bidder shall also be liable for any additional costs incurred by County as a result of the termination.

THIS IS THE END OF "GENERAL CONDITIONS"

SPECIAL CONDITIONS

9. GENERAL / SPECIAL CONDITION PRECEDENCE

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

10. POST AWARD MEETING

Within five (5) days after receipt of notification of award of bid, successful bidder shall meet with Water Utilities representative(s) to discuss job procedures and scheduling.

The successful bidder shall contact David Dalton at (561) 801-2345 to arrange meeting.

11. 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 (2) 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.**

- a. 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.
- b. Bidders shall submit an affidavit of compliance acknowledging that the product furnished shall comply with American Water Works Association (AWWA) Standard for Liquid Ferrous and Ferric Sulfate. <http://www.awwa.org/bookstore>. The chemicals and delivery pursuant to these specifications shall comply with this ANSI/AWWA standard, except as specifically varied in these specifications.

12. CRIMINAL HISTORY RECORDS CHECK

This solicitation includes sites and/or buildings, which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), and Resolution R-2003-1274, as amended. County staff representing the User County Department will contact the recommended awardee(s) and provide specific instructions for meeting the requirements of this Ordinance. This provision applies to and must be adhered to by all vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering critical facilities or criminal justice information facilities.

Individuals passing the background check will be issued a badge. Contractor shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract work and return them to the County. If the contractor or its subcontractor terminates an employee who has been issued a badge, the Contractor must notify the County within two (2) hours. At the time of termination, the contractor shall retrieve the badge and return it to the County in a timely manner. The County reserves the right to suspend any Contractor that; 1) does not comply with the requirements of County Code Section 2-371 through 2-377 as amended; 2) does not contact the County regarding a terminated contractor employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

13. AWARD (ALL-OR-NONE)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an all-or-none, total offer basis.

14. 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.

15. TIME FOR COMPLETION / DELIVERY

Bidder acknowledges and agrees that the time of completion/delivery is an essential condition of the contract.

By submitting a bid response, bidder, if awarded contract, agrees to begin work not later than twenty-four (24) hours after notification, and to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to ensure the chemical feed operating system is operating within forty-five (45) calendar days after starting work.

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

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. The unit prices bid shall apply for the initial term and each renewal period. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if the successful bidder is suspended by the Purchasing Department prior to the commencement of the renewal period.

19. INFORMATION AND DESCRIPTIVE LITERATURE (Brand Name "or equal") (MUST BE SUBMITTED WITH RESPONSE IF OFFERING AN "OR EQUAL")

Unless otherwise stated in these specifications, any manufacturer's names, trade names, brand names, information or catalog numbers listed in this specification are for information and not intended to limit competition. When the phrase "or equal" is used, the bidder may offer any manufacturer/brand for which they are an authorized dealer/distributor/reseller, which meets or exceeds the specifications for any item listed in the bid.

When offering the "**exact**" manufacturer/brand and part/model number specified, bidder shall **check the applicable box** on the bid response page.

When offering an "**or equal**" manufacturer/brand and part/model number, bidder shall **check the applicable box** on the bid response page, specifically, "OFFERING EQUAL PRODUCT" and enter the manufacturer/brand and manufacturer/brand part/model number in the spaces provided on the bid response page.

If bidder fails to: (i) check the applicable box and (ii) if applicable, complete the manufacturer/brand offered and part/model number offered for an "or equal", the bid shall be rejected.

When applicable, regardless of offering the "exact" or an "or equal" item, the quantity per case, ounces per bottle, pounds per bag, etc., must be completed in order to be responsive to the solicitation.

Unless offering the specified manufacturer/brand and part/model numbers, 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 matching product numbers to those offered on the bid response page and sufficient detail to verify compliance to bid specifications. Reference to literature submitted with a previous bid or literature which has been created by any entity other than the manufacturer shall not satisfy this provision.

The County reserves the sole right to determine acceptance of the offered item (s) as an approved equal. 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.

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. ADDITION / DELETION OF SITES / LOCATIONS

Palm Beach County reserves the right to add or delete sites / locations (including sites / locations within the Glades) during the term of the contract at its sole discretion at no additional cost to Palm Beach County. The price to be paid for additional sites shall be the awarded unit price.

21. DELIVERY AND ACCEPTANCE

Dosing equipment must be delivered, installed, complete and ready for use and, when requested, demonstrated to Palm Beach County at no additional charge.

22. 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., at no additional cost to the County, necessary to protect and secure the work site(s) and ensure 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.

23. 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, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, unless otherwise directed by the County. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to Palm Beach County Purchasing Department, 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 Insurance. Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than \$500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the bidder indicating either the bidder does not own any vehicles, and if vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

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. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

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
IFB #22-018/SM

**LIQUID FERROUS AND FERRIC SULFATE BLEND, INCLUDING DOSING
EQUIPMENT AND MONITORING SERVICE, TERM CONTRACT**

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing and establish a term contract for the purchase and delivery of Liquid Ferrous and Ferric Sulfate blend including dosing equipment and monitoring service for the purpose of controlling hydrogen sulfide odors within the wastewater collection system for Palm Beach County.

SCOPE OF WORK

Liquid Ferrous and Ferric Sulfate blend for odor control and corrosion control is necessary in the County's wastewater collection system along with equipment required for dosing the product, preventative maintenance, and monitoring services of the successful bidder's equipment.

PRODUCT

Liquid Ferrous and Ferric Sulfate blend offered shall be in accordance with American Water Works Association (AWWA) Standard ANSI/AWWA B402-06. Liquid Ferrous and Ferric Sulfate blend shall be delivered in bulk truckload quantities of approximately 4,500 gallons each load.

| |
|--|
| Total Iron Concentration: 10 to 10.5 %, 1.1 to 1.3 pounds of soluble iron (Fe ²⁺ plus Fe ³⁺) per gallon |
| Ferric Iron Concentration: 6.2 to 7.5 %, 0.7 to 0.90 pounds of soluble ferric iron (Fe ³⁺) per gallon |
| Iron Concentration: 3.0 to 3.8 %, 0.33 to 0.46 pounds of soluble ferrous iron (Fe ²⁺) per gallon |
| Free acidity: <0.25 % as H ₂ SO ₄ |
| Density/Specific Gravity: 11.3 to 12.0 pounds per gallon @ 68F 1.37 to 1.44 g/mL @ 20C |
| pH: <1.4 |
| Insolubles:<0.1% |
| Freezing/Crystallization Point: 25 to 35 F |

Product shall contain no impurities in quantities capable of producing deleterious or injurious effects upon the County's sewer treatment facilities and treatment process. In addition, the product supplied shall not contain any substance in quantities that will result in treated sludge that will be designated as hazardous waste by local, state, or federal authorities.

COUNTY'S RESPONSIBILITIES

The County shall provide the following:

1. A level surface to accommodate the chemical storage tank.
2. A 120 volt, 15 amp electrical service.
3. Potable water source within fifty feet (50') of equipment.
4. Fenced secured area for equipment.
5. A 1" tap on the wastewater force main.

The County will order liquid ferrous and ferric sulfate on an as needed basis.

SUCCESSFUL BIDDER'S RESPONSIBILITIES

The successful bidder shall:

1. Adhere to all terms, conditions, requirements and specifications of this solicitation.
2. Be responsible for all dosing equipment, equipment maintenance, monitoring, travel, fuel, mileage, mobilization, demobilization, safety equipment, parts, hardware, software, materials, fluids, greases, tools, labor, installation, on-site training, support, hurricane tie-downs and any/all other expenses associated with the contract.

DOSING EQUIPMENT

Successful bidder shall provide at a minimum, the following equipment for each feed station at no additional cost to the County. In addition, successful bidder is responsible for installing all piping and wiring equipment to PBCWUD control panels. Palm Beach County Water Utilities (PBCWUD) requires hurricane rated Miami-Dade Standard feed equipment, currently at the following locations:

- a. Lift Station 236, located on Gun Club Road in West Palm Beach.
- b. South Bay, 1451 NW 1st Ave., South Bay, FL 33493.
- c. Belle Glade, 2300-2499 Belle Glade Gardens, Belle Glade, FL 33430.
- d. Pahokee, 601-651 McClure Rd., Pahokee, FL 33476.
- e. 9 North Wastewater Repump Station, 19110 South State Road 7, Boca Raton, FL 33498.
- f. Southern Region Operations Center (SROC), 13026 Jog Road, Delray Beach, FL 33436.
- g. Customer Service/Site 5 Wastewater Repump Station, Jog Road, Boynton Beach, FL 33438.

PBCWUD requires successful bidder to add sites as necessary to meet the PBCWUD goals to control hydrogen sulfide. All equipment and feed lines shall have a secondary containment for all tanks, feed lines and pump equipment. Equipment shall be equipped with automatic leak detection shut off.

Equipment shall, at all times, remain the property of the successful bidder. The successful bidder shall be responsible for all service which includes maintenance, repairs and regulatory requirements including tank registration and spills at no additional cost to the County. Each site shall have the following equipment:

| QUANTITY | UNIT | ITEM DESCRIPTION | | | | | | | | | | | | | | | | | | | | |
|----------|--|---|-----|------|---|---------------------|---|---------------------------------------|---|----------------------------------|---|-------------------------------------|---|---|---|--|---|--|---|---|---|---|
| 1 | Each | 5,000 Nominal Gallon Chemical Storage Tank and/or Secondary Containment, per site | | | | | | | | | | | | | | | | | | | | |
| 1 | Each | Complete UL Approved Stainless Steel or PVC Control and Calibration Unit to Independently Control. Two Feed Pumps. All piping and fittings for feed equipment (acid resistant) including an injection quill. This includes all secondary containment. The equipment is included for each site. Control Unit shall consist of: <table border="1"> <thead> <tr> <th>Qty</th> <th>Item</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>24-Hour Time Clocks</td> </tr> <tr> <td>1</td> <td>316 Stainless Steel Control Enclosure</td> </tr> <tr> <td>1</td> <td>15 Amp Circuit Breaker, 115 volt</td> </tr> <tr> <td>1</td> <td>Ground Fault Convenience Receptacle</td> </tr> <tr> <td>1</td> <td>Calibration Cylinder with Flow Control Valves</td> </tr> <tr> <td>1</td> <td>Dry Contact to Receive Signal from Remote Source</td> </tr> <tr> <td>1</td> <td>Programmable Logic Controller (PLC) to control pumps and accept inputs (4/20 mA flow and from digital controls) from wastewater pump station</td> </tr> <tr> <td>1</td> <td>Electronic Level Indicator with 4/20mA output to PBCWUD control cabinet</td> </tr> <tr> <td>1</td> <td>Continuous S:CAN online meter that measure a minimum of BOD, TSS and dissolved H₂S</td> </tr> </tbody> </table> | Qty | Item | 2 | 24-Hour Time Clocks | 1 | 316 Stainless Steel Control Enclosure | 1 | 15 Amp Circuit Breaker, 115 volt | 1 | Ground Fault Convenience Receptacle | 1 | Calibration Cylinder with Flow Control Valves | 1 | Dry Contact to Receive Signal from Remote Source | 1 | Programmable Logic Controller (PLC) to control pumps and accept inputs (4/20 mA flow and from digital controls) from wastewater pump station | 1 | Electronic Level Indicator with 4/20mA output to PBCWUD control cabinet | 1 | Continuous S:CAN online meter that measure a minimum of BOD, TSS and dissolved H ₂ S |
| Qty | Item | | | | | | | | | | | | | | | | | | | | | |
| 2 | 24-Hour Time Clocks | | | | | | | | | | | | | | | | | | | | | |
| 1 | 316 Stainless Steel Control Enclosure | | | | | | | | | | | | | | | | | | | | | |
| 1 | 15 Amp Circuit Breaker, 115 volt | | | | | | | | | | | | | | | | | | | | | |
| 1 | Ground Fault Convenience Receptacle | | | | | | | | | | | | | | | | | | | | | |
| 1 | Calibration Cylinder with Flow Control Valves | | | | | | | | | | | | | | | | | | | | | |
| 1 | Dry Contact to Receive Signal from Remote Source | | | | | | | | | | | | | | | | | | | | | |
| 1 | Programmable Logic Controller (PLC) to control pumps and accept inputs (4/20 mA flow and from digital controls) from wastewater pump station | | | | | | | | | | | | | | | | | | | | | |
| 1 | Electronic Level Indicator with 4/20mA output to PBCWUD control cabinet | | | | | | | | | | | | | | | | | | | | | |
| 1 | Continuous S:CAN online meter that measure a minimum of BOD, TSS and dissolved H ₂ S | | | | | | | | | | | | | | | | | | | | | |
| 2 | Each | Acid Resistant Positive Displacement Pumps with adjustable feed rates at each site | | | | | | | | | | | | | | | | | | | | |
| 3 | Each | Install and maintain a continuous S:CAN (or approved by the County) online BOD, TSS and Dissolved Sulfide meter at each of the three (3) wastewater treatment facilities. | | | | | | | | | | | | | | | | | | | | |

PREVENTATIVE MAINTENANCE AND MONITORING SERVICES

Scheduled Services and Site Visits

Visit each odor control system as often as necessary to maintain acceptable operation and to meet the odor control goals established by the County. This frequency shall be no less than once per week.

At each visit, the successful bidder shall perform the following task(s) at a minimum:

Measure and record dissolved sulfides, H₂S, pH, and temperature as appropriate at each control point for liquid phase odor control systems. As directed by the County, adjust dosing profile as necessary to meet performance objectives of maintaining hydrogen sulfide levels defined by PBCWUD.

Calibrate/troubleshoot/repair chemical feed systems and equipment as necessary.

Bidder shall install and maintain a continuous S:CAN online meter that measures BOD, TSS, pH, and dissolved H₂S/Sulfides at each of the three (3) PBCWUD operated wastewater facilities. This meter shall be capable of network and/or 4-20 mA data connections. Perform extensive odor surveys, as required by PBCWUD, to identify sources of excessive loadings or collection line odor problems, on an as needed basis. Collect the following types of data at a minimum: grab samples of vapor phase hydrogen sulfide, and other odorous compounds; continuous sampling and data logging of vapor phase hydrogen sulfide; grab and profile sampling of liquid phase dissolved sulfide, pH, and temperature. This sampling also includes routine/quarterly, twenty-four (24) hour profile sampling of the force mains flowing to the Wastewater Treatment Facility for dissolved sulfide. Successful bidder shall maintain the equipment and material to carry out these surveys including: Detection Instruments (Odalog H₂S monitor/data logger), Arizona Instruments (Jerome H₂S monitor), twenty-four (24) hour liquid samplers, Gastec's hand sampling (vapor) pumps as well as various pH meters and other sampling equipment.

Successful bidder shall remotely monitor the chemical tank levels via successful bidder's communication system to ensure uninterrupted services on liquid phase odor control systems with set alarms for low tank level and dose alarms. Successful bidder shall also provide a 4 to 20 mA output for PBCWUD to use at each chemical dosage site.

In addition to the tasks specified herein, any and all calibration, lubrications, or other maintenance shall be performed in accordance with the methods and frequency specified by the equipment manufacturer by the successful bidder.

Successful bidder shall remove and inspect all injection quills at each site every six (6) months. Some of the injection sites are in vaults and manholes that are permitted confined space. The successful bidder will be responsible for complying with all safety regulations for the confined spaces.

REPORTING/DOCUMENTATION

Successful bidder shall submit a monthly report to track tank levels, feed rates and hydrogen sulfide level in the system along with a monthly delivery summary.

EMERGENCY / ODOR COMPLAINT RESPONSE

Successful bidder shall be onsite within six (6) hours for any necessary emergency repair or odor complaint.

SAMPLING, PACKING, SHIPPING AND MARKING

Every delivery of Liquid Ferrous and Ferric Sulfate blend shall have a Certificate of Analysis (COA) of the product quality. Quality control test method shall be ANSI/AWWA D406-97 standard method for ferrous sulfate, which includes titration with standard ceric sulfate and/or standard potassium dichromate and standard method for ferric sulfate, iodine titration with standard thiosulfate or test procedures approved by PBCWUD.

Product shall be shipped by tank truck equipped with its own self unloading equipment. The tank truck shall comply with US Department of Transportation regulations. A statement showing the net weight of the contents, name of manufacturer and brand name shall accompany each shipment. Additionally, each shipment shall be accompanied by an analysis as proof that the shipment meets the AWWA Standards. All trailers containing shipments shall be properly marked with placards according to DOT regulations.

County Sampling – The County reserves the right to sample and test each truckload of product prior to offloading of the shipment to ensure compliance with these specifications. PBCWUD may reject any deliveries not meeting these specifications. Failure to reject a delivery shall not constitute a waiver of any of the requirements of the specifications.

Successful bidder shall be responsible for required tank registrations for all chemical tanks and responsible for any chemical spills from trucks, hoses, tanks, pumps, and chemical feed lines to the injection point as per regulatory requirements for cleanup and reporting.

PAYMENT

Payment is based on the unit price offered on the bid response pages, no additional compensation shall be offered or paid. Payment shall be rendered ONLY upon the County's satisfaction and acceptance of service rendered.

COUNTY ACCEPTANCE

Acceptance is defined as the work completed and a service ticket signed by the County representative. Invoices shall be submitted only when the service has been rendered. Invoices shall not be accepted for services that have not yet been rendered.

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

**BID RESPONSE
IFB #22-018/SM**

**LIQUID FERROUS AND FERRIC SULFATE BLEND, INCLUDING DOSING
EQUIPMENT AND MONITORING SERVICE, TERM CONTRACT**

| ITEM NO. | DESCRIPTION | ESTIMATED 12 MONTH QUANTITY | UNIT | UNIT PRICE | TOTAL OFFER |
|----------|--|-----------------------------|------|------------|-------------|
| 1. | LIQUID FERROUS AND FERRIC SULFATE BLEND, AS SPECIFIED HEREIN MFR/BRAND OFFERED: _____ (MUST BE FILLED IN) MFR/BRAND PART/MODEL # OFFERED: _____ (MUST BE FILLED IN) (PRODUCT NAME AND NUMBER OFFERED MUST MATCH THE DESCRIPTIVE LITERATURE PROVIDED BY VENDOR) | 1,200,000 | GAL | \$ _____ | \$ _____ |

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.

| | |
|---|-------------------|
| Acknowledge Qualification of Bidders information is included, per Term # <u>11</u> ? | YES/INITIAL _____ |
| Acknowledge Criminal History Records Check requirement, per Term # <u>12</u> ? | YES/INITIAL _____ |
| Acknowledge Information and Descriptive Literature is attached, if required, and that the manufacturer/brand and part/ model number offered matches the descriptive literature provided by vendor, per Term # <u>19</u> ? | YES/INITIAL _____ |
| Acknowledge Insurance requirements, per Term # <u>23</u> ? | YES/INITIAL _____ |

*** 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.

Per General Term and Condition #7., if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of the County, provide a copy of the Joint Venture Agreement signed by all parties.

Commercial Non-Discrimination Certification:

By signing below, bidder hereby certifies, per General Term and Condition #3n. that: (i) the information set forth therein is true and correct to the best of the bidder's knowledge; and (ii) there are no legal/administrative proceedings required to be disclosed, except as disclosed in bidder's response.

| | |
|---|-------------|
| FIRM NAME: (Enter the entire legal name of the bidding entity) _____ | DATE: _____ |
|---|-------------|

| | |
|---------------------------|---|
| * SIGNATURE: _____ | PRINT NAME: _____ PRINT TITLE: _____ |
|---------------------------|---|

ADDRESS: _____
CITY / STATE: _____ ZIP CODE: _____

| | |
|------------------------------|-------------------------|
| TELEPHONE # () _____ | E-MAIL: _____ |
| TOLL FREE # () _____ | FAX #: () _____ |

APPLICABLE LICENSE(S) NUMBER # _____ TYPE: _____

FEDERAL ID # _____

**QUALIFICATIONS OF BIDDERS
REFERENCES FOR IFB #22-018/SM**

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

| | | |
|-----------------------------|---------------|--|
| REFERENCE NAME: | | |
| ADDRESS: | | |
| CONTACT NAME: | | This contact must be informed that they are listed as a reference, and the County may be calling them. |
| CONTACT INFORMATION: | Phone: | Cell: |
| | Fax: | E-Mail: |
| SCOPE OF WORK: | | |
| CONTRACT DATES: | | |

| | | |
|-----------------------------|---------------|--|
| REFERENCE NAME: | | |
| ADDRESS: | | |
| CONTACT NAME: | | This contact must be informed that they are listed as a reference, and the County may be calling them. |
| CONTACT INFORMATION: | Phone: | Cell: |
| | Fax: | E-Mail: |
| SCOPE OF WORK: | | |
| CONTRACT DATES: | | |

| | | |
|-----------------------------|---------------|--|
| REFERENCE NAME: | | |
| ADDRESS: | | |
| CONTACT NAME: | | This contact must be informed that they are listed as a reference, and the County may be calling them. |
| CONTACT INFORMATION: | Phone: | Cell: |
| | Fax: | E-Mail: |
| SCOPE OF WORK: | | |
| CONTRACT DATES: | | |

FIRM NAME: _____

CERTIFICATION OF BUSINESS LOCATION
IFB #22-018/SM

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote 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 to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder 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 for additional information related to this requirement after the bid/quote due date.

I. Bidder 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 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 County Business Tax Receipt verifies bidder's permanent place of business.

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

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

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 on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

(Signature)

(Date)

DRUG-FREE WORKPLACE CERTIFICATION
IFB #22-018/SM

IDENTICAL TIE BIDS/QUOTES - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/quotes 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/quotes are received from vendors who have not submitted with their bids/quotes 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/quotes.

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

Whenever two (2) or more bids/quotes 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/quote 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 _____ the
(Individual's Name)
_____ of _____
(Title/Position with Company/Vendor) (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.

Signature

Date