



BID NO.: 8023-0/18

**OPENING: 2:00 P.M.
Wednesday
January 2, 2013**

MIAMI-DADE COUNTY, FLORIDA

**I N V I T A T I O N
T O B I D**

TITLE:

Bus and Rail Car Wash Chemicals

FOR INFORMATION CONTACT:

Jesus Lee, 305-375-4264, fjl@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- **READ THIS ENTIRE DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.**
- **FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**

**MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 8023-0/18

Bid Title: **Bus and Rail Car Wash Chemicals**

Procurement Officer: Jesus Lee, CPPB

Bids will be accepted until 2:00 p.m. on January 2, 2013

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.**

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION

SECTION 1
GENERAL TERMS AND CONDITIONS

TITLE: Bus and Rail Car Wash Chemical

All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations to Bid are posted online. Persons and Companies that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/general-terms-and-conditions-itb.pdf>

SECTION 2
SPECIAL CONDITIONS

TITLE: Bus and Rail Car Wash Chemicals

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase and delivery of liquid chemicals used by Miami-Dade Transit (MDT) department in their automated wash systems to clean transit buses, rail cars, and for other cleaning needs. There are two groups of chemicals. Group One is for the purchase of a Bus Wash Chemical, pumped into various County owned tanks. Group Two is for the purchase of a Rail Car Wash Chemical delivered in totes.

2.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department, Procurement Management Services (ISD/PMS), and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the five (5) year contract term.

2.3 OPTION TO RENEW

Intentionally Omitted

2.4 METHOD OF AWARD: TO MULTIPLE LOWEST PRICED BIDDERS BY GROUP

Award of this contract will be made up to three (3) responsive, responsible Bidders per each group whose offer represents the lowest price per gallon for Group One, or lowest price per tote for Group Two, and whose chemical meets the technical requirements of Section 3.

While the method of award prescribes the method for determining the lowest priced responsive, responsible Bidder, if the County decides to award this contract, it will award this contract to the designated lowest priced Bidder per group as the primary Bidder of that group and will award this contract to the designated second and third lowest priced Bidders per group as secondary and tertiary Bidders respectively.

If the County exercises this right, the primary Bidder shall have the responsibility to initially perform and deliver the chemical(s) identified in this solicitation. If the primary Bidder or the primary Bidder's chemical of a given group fails to perform at any time, it may be terminated for default and the County will have the option to seek the chemical and services from the secondary Bidder of that same group, who will then become the primary.

Award to multiple Bidders is made for the convenience of the County and does not exempt the primary Bidders from fulfilling their contractual obligations. Failure of any Bidder to perform in accordance with the terms and conditions of the contract may result in the Bidder being deemed in breach of contract. The County may terminate the contract for default and charge the Bidder re-procurement costs, if applicable.

REQUIREMENTS:

2.4.1 Experience for Groups One and Two

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The Bidder shall be regularly engaged in the business of providing similar products and services described in this solicitation. Therefore, the Bidders shall provide at least one (1) reference with their bid submittal. The reference must be from a customer that is purchasing, or has purchased, similar products and services from the Bidder within the past five years.

The Bidder shall submit their reference's contact information in Section 4, Bid Submittal Form, which shall include the reference's company name, contact name, telephone number, and e-mail address of the person who can verify to the County that the Bidder has successfully provided similar products and services. The County may contact the Bidder's reference, or request additional information from the Bidder, to ascertain that the Bidder has sufficient experience and expertise in the industry to meet the scope of work and all requirements of this solicitation.

2.4.2 Bidder's Location for Group One

The awarded Bidder of Group One, or their local service dealer or authorized representative, shall have a facility from which the chemical can be delivered to the MDT facility identified in Section 3, Paragraph 3.7, that is the furthest from the Bidder's facility, within twenty-four (24) hours after notification from MDT per Section 3, Paragraph 3.3.1.

There are no geographical requirements for Group Two Bidders.

2.4.3 Documentation for Groups One and Two

The Bidder shall submit with its bid the Material Safety Data Sheet (MSDS, aka OSHA Form 174) for the chemical they are offering and shall clearly indicate the pH level for its intended use as described in Section 3 herein.

The County may request from, and allow Bidders to, provide additional information to satisfy any of the above requirements during evaluation.

2.5 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED BASED ON THE PRODUCER PRICE INDEX

If a Bidder is awarded a contract under this solicitation, the price proposed by the awarded Bidder shall remain fixed for the first year of the contract. Thereafter, the price may be adjusted yearly by multiplying the awarded price by the yearly percentage of change in the price index listed below. The adjustments may be upward or downward.

Series ID: **PCU3256113256111**

Industry: Soap and other detergent manufacturing

Product: Soaps and detergents, commercial, industrial, and institutional

The link to this index is below.

<http://data.bls.gov/timeseries/PCU3256113256111>

The price adjustments shall be calculated on the month preceding the anniversary of the effective date of the contract. The period used to calculate the adjustment shall include the preceding twelve months, or as many months as has been published, in the index above

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(including any preliminary [P] numbers). Note; not all twelve months may be available for calculations.

As an example, if a contract's effective date is January 1, 2011; the percentage of change on December 2011 is five (5) percent ($229 \div 217.7 = 5\%$). If the County authorizes such increase, the awarded price will be multiplied by five percent, applied to the next twelve months commencing January 2012.

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	217.7	218.2	219.6	219.8	220.8	221.3	221.6	221.8	222.6	222.6	222.7(P)	229.0(P)

The submission of an upward adjustment request to the County is the responsibility of the all awarded Bidders, and will not be granted automatically by the County. These requests must be sent to the Procurement Contracting Officer assigned to the contract, at least thirty (30) calendar days prior to the anniversary date stated above. All awarded Bidders regardless of award ranking (Primary, Secondary, or Tertiary) may request such increases.

Upward adjustments may change the award ranking of bidders, and therefore the award of the primary if their subsequent adjusted price is higher than the secondary's price, after all adjustments requests are calculated. It shall be further understood that the County reserves the right to reject any upward price adjustments submitted by the primary Bidder and/or to terminate the contract for convenience with the primary Bidder based on such price adjustments.

All downward adjustments will be reviewed by the County and may be exercised if it is in the County's best interest.

2.6 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED DELIVERIES

The awarded Bidders shall submit an invoice to the user department after each purchase has been delivered and accepted by MDT. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of MDT at the time the chemical was delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

- I. Vendor Information:
 - The name of the business organization as specified on the contract between Miami-Dade County and vendor
 - Date of invoice
 - Invoice number
 - Vendor's Federal Identification Number on file with Miami-Dade County
- II. County Information:

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- Miami-Dade County Release Purchase Order or Small Purchase Order Number
- III. Pricing Information:
- Unit price of the goods, services or property provided
 - Extended total price of the goods, services or property
 - Applicable discounts
- IV. Goods or Services Provided per Contract:
- Description
 - Quantity in gallons
- V. Delivery Information:
- Delivery terms set forth within the Miami-Dade County Release Purchase Order
 - Location of each tank, quantity and date of delivery of chemicals

2.7 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Jesus Lee, at (305) 375-4264 email – jl@miamidade.gov.

2.8 LIQUIDATED DAMAGES:

2.8.1 Group One (Bus Wash Chemical)

Failure to provide the chemical in accordance with the specifications herein, and in accordance with the delivery schedule established by MDT with the primary Bidder of Group One as specified in Section 2, Paragraph 2.11.1, and to the satisfaction of the County shall cause the primary Bidder to be subject to liquidated damages in the amount of \$300.00 for each calendar day the product is not delivered and accepted by MDT for each of the three 1,000 gallon bus wash tanks, limited to five (5) calendar days or \$1,500 per each occurrence per tank.

Thereafter, the primary Bidder may be subject to default in accordance with Section 1, Paragraph 1.25. No liquidated damages apply to delivery to other tanks marked Auxiliary in Section 3, Paragraph 3.7. However, repeated failure to deliver to other tanks may be justification for default at the County's discretion.

As compensation due the County for loss of use and for additional costs incurred by the County due to such unavailability of chemicals, the County shall have the right to deduct the said liquidated damages from any amount due, or that may become due, to the primary Bidder under this contract, or to invoice the Bidder for such damages if the costs incurred exceed the amount due the Bidder. Delays by certain specified causes that are beyond the primary Bidder's control (e.g., weather, strikes, and natural disasters) will not be assessed.

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2.8.2 Group Two (Rail Car Wash Chemical)

Failure to deliver the chemical at time of need, in accordance with Section 2, Paragraph 2.11 and to the satisfaction of the County, shall cause the primary Bidder to be subject to liquidated damages in the amount of \$300.00 for each calendar day the product is not delivered and accepted by MDT limited to five (5) calendar days or \$1,500 per each occurrence per tank.

As compensation due the County for loss of use and for additional costs incurred by the County due to such unavailability of chemicals, the County shall have the right to deduct the said liquidated damages from any amount due, or that may become due, to the primary Bidder under this contract, or to invoice the Bidder for such damages if the costs incurred exceed the amount due the Bidder. Delays by certain specified causes that are beyond the primary Bidder's control (e.g., weather, strikes, and natural disasters) will not be assessed.

2.9 INDEMNIFICATION AND INSURANCE

Awarded Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the awarded Bidder or its employees, agents, servants, partners principals or subcontractors. Awarded Bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Awarded Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by awarded Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The awarded Bidder shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

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All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the Bidder of his liability and obligation under this section or under any other section of this agreement.

The primary Bidders of each group shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. All other awarded Bidders shall submit a certificate of insurance within ten (10) business days after notification by the County, which will occur only if Bidder is called by the County to perform as primary.

If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days may result in the vendor being deemed non-responsible and the issuance of a new award recommendation.

The Bidder shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the Bidder in accordance with Section 2.3 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Bidder in accordance with Section 1, Paragraph 1.25 of this solicitation.

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2.10 SHIPPING TERM: F.O.B. DESTINATION

All Bidders shall quote prices based on F.O.B. Delivery and shall hold title to the chemical until such time as the chemical is delivered into each tank (Group One), or delivered in totes (Group Two), and accepted by an authorized County representative at each facility.

2.11 DELIVERY REQUIREMENTS

2.11.1 Group One (Bus Wash Chemical)

The primary Bidder shall be responsible for coordinating with, and providing a delivery schedule to, MDT's project manager within ten (10) working days after receipt of a purchase order. The schedule shall meet all MDT's needs for all delivery logistics, including but not limited to, delivery dates and times to fill tanks listed in accordance with Section 3, Paragraph 3.7, obtaining security authorization for all the primary Bidder's delivery personnel to access all sites, and identification of site delivery and setup areas. Failure by the primary Bidder to agree to, and provide MDT with, a delivery schedule approved by MDT shall be grounds for default in accordance with Section 1, Paragraph 1.25.

All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes agreed to in the delivery schedule shall be adhered to by the vendor; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor.

The contact information for MDT's project managers will be provided to the awarded Bidder. Failure by the primary Bidder to adhere to the delivery schedule may result in liquidated damages at the discretion of the project manager in accordance with Section 2, Paragraph 2.8.

2.11.2 Group Two (Rail Car Wash Chemical)

The primary Bidder shall make deliveries within fourteen (14) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the primary Bidder. In these cases, the primary Bidder shall notify the County of any delays with as much advance notice as possible so that a revised delivery schedule can be appropriately considered by the County.

Failure by the primary Bidder to adhere to the delivery schedule may result in liquidated damages at the discretion of the project manager in accordance with Section 2, Paragraph 2.8. Thereafter, should the primary bidder fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

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The County reserves the right to temporarily or permanently stop or change the delivery schedule at any time in anticipation of possible work interruptions such as weather conditions, facility maintenance, or any other reasons.

2.12 DELETION OF FACILITIES OR TANKS

Although this solicitation identifies specific tanks and facilities to be serviced, it is hereby agreed and understood that MDT may delete service to any facility or tanks within a facility when such products or services are no longer required during the contract period; upon five (5) working day's written notice to the primary Bidder.

2.13 ADDITIONAL MDT FACILITIES OR TANKS MAY BE ADDED

Although this solicitation and resultant contract identifies specific facilities and tanks to be serviced, it is hereby agreed and understood that any MDT facility or tank may be added to this contract at the same price at the option of the County. The additional site(s) shall be added to this contract by formal modification via award sheet addendum.

2.14 CLEAN-UP

All unusable materials, spilled chemical, and debris shall be removed from the premises as soon as possible or at least at the end of each delivery, and disposed of in an appropriate manner by the primary Bidder at its expense and the site returned to its original condition before work commenced.

2.15 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.16 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER

The primary Bidder shall furnish all labor, material, and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

2.17 LEGAL REQUIREMENT FOR POLLUTION CONTROL

Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code is made a part of these specifications by reference and may be obtained by the Bidder through the [Permitting, Environment and Regulatory Affairs](#) department at 701 NW 1st Court, Miami, Florida 33136, Telephone (305) 372-6907.

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2.18 TESTING OF PRODUCTS

The County reserves the right to perform tests on the chemical in its tanks at its own expense over the term of the contract to ensure continued compliance with the specifications herein. All awarded Bidders regardless of ranking hereby agree to provide samples (in quantities no greater than one gallon) of its product before it is pumped into County tanks at no charge to the County.

2.19 FEES, TAXES, AND OTHER CHARGES

All fees, taxes, and any other charges required by any federal, states, or county law essential to the Bidder's performance with the resultant contract of this solicitation shall be paid by the Bidder and incorporated in the Bidder's bid price herein. Miami-Dade County will only pay the bid price awarded.

SECTION 3
TECHNICAL SPECIFICATIONS

TITLE: Bus and Rail Car Wash Chemicals

3.1 SCOPE OF WORK

The primary Bidder(s) shall deliver to MDT one liquid chemical for each group that will clean the exterior of transit buses, rail cars, and other equipment and surfaces identified in this Section. The primary Bidder for Group One shall be responsible for maintaining an adequate supply of their chemical in MDT's tanks at all times. The primary Bidder for Group Two shall deliver totes as requested by the County.

3.2 CHEMICAL PERFORMANCE AND CONTENT

3.2.1 Group One (Bus Wash Chemical):

The chemical shall be delivered in bulk into each tank.

- The chemical shall not leave any spotting or streaking on bus windows.
- The chemical shall contain a minimum 20% of surface active agents.
- The chemical shall not be corrosive to rubber products on bus windows, glass, tail lights, marker lights, etc. or etch or dull aluminum, stainless steel, and wrapped or painted surfaces.
- The chemical shall have enough lubricity not to dry out the bus wash brushes (see paragraph 3.4) and also be capable to provide a clear rinse.
- The chemical shall provide the following characteristics: non-foaming, fast rinsing, and non-streaking and display no residue build-up.
- The chemical shall not be hazardous in its virgin state (non-corrosive/non-acidic) with a Pensky-Martens Closed Cup (PMCC) flash point at a minimum 265 degrees F.
- The chemical shall be in liquid form and have a shelf life of a minimum of six (6) months from date of delivery.
- The chemical shall not have a pH above 10.0 and below 5.0 in its intended use state, and be non-hazardous in its virgin state (non-corrosive, non-acidic, and non-flammable).
- The chemical shall contain wetting agents in order to reduce the surface tension of the incoming water supply to solubilize oils, grease, and carbon film from the rear of the bus and carbon film from the railcar undercarriage.
- The chemical shall not contain any aromatic solvents.
- The chemical shall not contain more than 50% Volatile properties.
- All surfactants and detergents shall be readily compostable or biodegradable and, when possible, shall not contain phosphates.

3.2.2 Group Two (Rail Car Wash Chemical):

The chemical shall be delivered in totes of 275 gallons.

- The chemical shall be furnished in liquid form and effectively clean soiled Rail car exteriors with single water dilution ratio of 1:1 to 1:25 at output using automated

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mixers rail car washing systems using County water. The chemical shall also effectively clean Rail car exteriors in cold or hot water high-pressure spray or hand cleaning applications.

- The chemical shall be rated non-hazardous.
- The chemical shall consist of water-soluble detergents, builders, inhibitors, buffering agents, surfactants and other items suitable for the intended purpose.
- The chemical shall not contain any items which will be harmful to the exterior of stainless steel or aluminum transit vehicles or equipment.
- The chemical shall not cause pitting or darkening of stainless steel or aluminum or cause cracking or permanent softening of natural or synthetic rubber.
- The chemical shall not damage the paint, finish, or any of the advertisements (train wraps), logos, decals, etc. on any rail vehicle.
- The chemical shall not leave any coating of soap or wax type substance on the glazing under any conditions.
- The chemical shall not craze polycarbonates or acrylics or any synthetic glazing.
- The chemical shall also be biodegradable and contain no abrasives.
- The chemical shall have a minimum of 35% to a maximum 43% non-volatile matter.
- The chemical shall contain no ingredients deemed hazardous or ingredients for which the degree of hazard has not been appraised.
- The chemical shall not contain phenol, creosol or their derivatives, nor shall it contain any benzene or carbon tetrachloride.
- The chemical shall not harm the skin if flushed away with cold water within one (1) minute of contact.
- The chemical shall have no adverse effects on the health of, nor present any hazard to personnel when used for its intended purpose.
- The chemical shall not have any of the following: Solvents, Sodium or Potassium hydroxide, Glycol EB, Glycol DB, mineral acids, phosphoric acid, sulfuric acid, hydrochloric acid, phosphates
- The chemical shall not emit offensive odors or harmful or irritating vapors when used with spray washing, at temps ranging from 30° to 212°F.
- The chemical shall not damage washer equipment, washer areas or bristles made of tampico, polyethylene, polypropylene, nylon, silicon or silicone types.
- The chemical shall not hold grease or grime to the washer brushes regardless of brush material.
- The chemical shall perform with the washing equipment used by Miami-Dade County without harm to pressure tanks, pumps, fluid lines, nozzles and brushes, or any part of these, and shall have a rewetting and rinse free action with the final vehicle rinsing equipment. Post rinse run-off shall not be considered as lack of free rinsing properties on vehicles which do not have roof gutters.

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- The chemical shall not cause calcium in the water to precipitate out into the wash equipment, including pumps, valves, lines, and nozzles.
- The chemical shall not have any VOC's, flash point, or photo chemically active materials.
- Chemical full strength shall not have a pH below 4.0 or above 12.0.
- The chemical shall not have any dyes or perfumes.
- The chemical shall not contain phenols or their salts, halogenated hydrogen, chromium and its salts and salts that leave a residue or any E.P.A. restricted chemical.
- The chemical shall not lose its effectiveness or otherwise deteriorate when stored for at least one (1) year outside, or when subjected to temperature changes during transit in the original closed container.
- The chemical shall not have a change in its cleaning effectiveness for at least three (3) freeze and thaw cycles.

3.2.2.1 Labeling of Totes. All labels shall contain the following information:

- The chemical name and the common name or trade name.
- A hazard warning by symbol and words.
- The name, address, and telephone number of the manufacturer.
- The chemical name or common name of either the top five substances by volume or those substances making up 5% or more of the mixture.
- Intended usage of the contents.
- Labels shall be placed approximately midway on the side of the tote.
- Labels shall be plastic coated or sprayed with a clear sealant that will render the label waterproof and compatible with the contents of the tote.
- Should the label be painted onto the side of the tote, the color of the label lettering shall be in contrast with the color of the tote.
- Intended usage of the contents.
- Batch number with reference to the specific bath or mix of the compound supplied.
- All stenciled lettering shall be a minimum of 1-1/2" high, upper case, Gothic letters and numerals. Color of stenciling shall be in contrast with the color of the tote.
- Any tote delivered and identified as having improper labels or stenciling, at the time of delivery or subsequent to delivery, shall be returned to the Contractor at the sole cost and expense of the Contractor.

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3.2.2.2 Totes Specifications:

- 275 gallon, polymer tank with its four sides encapsulated in a protective metal cage containing vertical and horizontal members.
- The protective metal cage attaches to heavy-duty re-enforced bottom that is designed to support and to allow transport of the container by a forklift.
- The container has a capped 2" National Pipe Thread (NPT) on the bottom of one of its sides and a 6" capped opening in the center of the top.
- The overall size of the container, including the protective metal cage shall be approximately 38-1/2" W x 46" L x 45" H.

3.3 TASKS

3.3.1 Group One (Bus Wash Chemical)

The primary Bidder shall be responsible for maintaining an adequate supply of its chemical in all MDT tanks by monitoring, ordering, delivering, and dispensing the chemicals into all MDT tanks at all Bus division facilities (Group One) identified in Paragraph 3.7 throughout the term of this contract. An adequate supply will be determined by MDT's PM. The chemical shall be delivered to the attention of the PM or designee at each facility who will supervise the delivery process including, but not limited to, the amount of chemicals delivered and the cleanup of the sites.

The County reserves the right to require the primary Bidder to top-off any tank in anticipation of possible work interruptions such as weather conditions, facility maintenance, or any other reasons. Therefore, the primary Bidder shall be on call during MDT work hours (7am to 5pm) and required to make unscheduled deliveries of its chemical within twenty-four (24) hours after being notified by MDT via phone or e-mail.

3.3.2 Group Two (Rail Car Wash Chemical)

The primary Bidder shall deliver their chemical in 275 gallon totes to the Facilities Maintenance Supervisor or designee at MDT's William Lehman Center identified in paragraph 3.8.

The primary Bidders shall not use County equipment, water, personnel, or any County resources to perform any of the work described herein. The primary Bidder shall not mix or prepare its chemical on County property.

Subsequent to award, the successful Bidder shall provide to the County their representative's contact phone numbers and e-mail addresses.

SECTION 3
TECHNICAL SPECIFICATIONS

TITLE: Bus and Rail Car Wash Chemicals

3.4 BUS WASH SYSTEM INFORMATION (Group One)

MDT's wash system was manufactured by InterClean Wash Systems Inc., of Ypsilanti, Michigan. The system is a closed loop, hybrid using high pressure and brushes. Approximately 23 gallons of water are used to wash the average bus. The system's output is approximately 60 GPM's at a velocity of 2' per second. MDT cleans 125 to 150 buses daily at each of the three garages, for a combined estimate of 2,625 to 3,150 total cleanings weekly. The bus wash system used by the county has a dilution rate of 1:40.

The arch pressure is set at 50 pounds per square inch (PSI), governed by a pressure regulating valve (PRV). The total flow rate of the front/side arch (6 double and 4 single nozzle spray assemblies) is about 8 gallons per minute (GPM). That arch runs for 1 foot per second (FPS), or 40 seconds for a 40 foot bus. There is a separate rear arch (7 single nozzle spray assemblies) which is 10 GPM and it runs for 10 seconds per bus.

3.5 RAIL CAR WASH SYSTEM INFORMATION (Group Two)

The chemical section of the rail system, chemical arch 1 and chemical arch 2 of the William Lehman Facility rail car wash system, was manufactured by InterClean Wash Systems Inc., of Ypsilanti, Michigan. The brush module, the pre-rinse and final rinse of the rail car wash system was manufactured by Power Wash, a company that no longer exists.

The chemical system is composed of dual applications; the acid wash chemical is dispensed through arch number 1 and the alkaline aluminum brightener chemical through arch number 2. The chemicals are each dispensed from independent 275 gallon totes, installed in secondary containment canisters in the rail car wash building. The chemicals are diluted with water using Inject-O-Meter, model HVI-82 chemical pump, and titrated to the desired solutions of 1:60 at chemical arch 1 and 1:30 at chemical arch 2. The arch's static pressure is set at 50 pounds per square inch (PSI), governed by a pressure regulating valve (PRV).

The chemical consumption is based upon a 75 ft. rail car, traveling through the wash at 2 mph and using the recommended dilution for each product. It is estimated an approximate forty second travel time for each railcar to travel through both arches.

At a dilution ratio of 1:60 for the acid wash in chemical arch 1 the consumption of chemical is approximately 28.4 ounces per rail car.

At a dilution ration of 1:30 for the alkaline wash in chemical arch 2 the consumption of chemical will use approximately 56.9 ounces per railcar.

Considering each of our 132 railcars are washed twice per week, or a total of 264 washes per week our weekly chemical consumption would be $264 \times 28.4 \text{ ounces} = 7,498 \text{ ounces}$ (58.6 gallons/week) for the acid wash at chemical arch 1 and $264 \times 56.9 \text{ ounces} = 15,022 \text{ ounces}$ (117.4 gallons/week) for the alkaline wash at chemical arch 2.

The pre-rinse and final rinse arches have 24 heads per rinse arch. Each arch is serviced by a 3" water pipe; each head supplies 7 GPM at 40 PSI on a 40 degree angle, providing a flow 168 gallons per minute (GPM) per rinse arch.

SECTION 3
TECHNICAL SPECIFICATIONS

TITLE: Bus and Rail Car Wash Chemicals

3.6 OTHER INTENDED USES (Group One)

The following are other intended uses for the Bus wash chemical:

- a. Cleaning floors with shop floor scrubbers and mopping. Oil/grease spills and residue.
- b. Cleaning shop's outer apron and Revenue Island / fuel area. Oil/grease small spills and residue.
- c. High pressure/hot water washing. Engine and chassis cleaning of grease, road dirt and oil residues.
- d. Cleaning of HVAC bus evaporator.
- e. Cleaning of inside bus, light floor mopping.

3.7 FACILITY ADDRESSES AND NUMBER OF TANKS & CAPACITY (Group One)

Facility:
Central Bus Maintenance
3431 N.W. 31st St.
Miami, Fl. 33142
Contact Number: 305-638-7450

Location / Description of Tank:	Quantity:	Capacity / Gallon:	Used for:
Wash Rack Tank	One	1,000	Washing exterior of buses
Fuel Island (Auxiliary)	One	300	Interior of Buses (non-foaming)
Shop Area (Auxiliary)	One	250	Pressure washing engines and parts (non-foaming) and Floor Scrubbers & general housekeeping (non-foaming)

Facility:
Central Support Services M/O
3295 N.W. 31st St.
Miami, Fl. 33142
Contact Number: 305-638-7251

Location / Description of Tank:	Quantity:	Capacity / Gallon:	Used for:
Pressure Cleaning Bays & Shop Area (Auxiliary)	One	250	Pressure washing engines and parts (non-foaming) and Floor Scrubbers & general housekeeping (non-foaming)
Pressure Cleaning Bays & Shop Area (Auxiliary)	One	500	Pressure washing engines and parts (non-foaming) and Floor Scrubbers & general housekeeping (non-foaming)

**SECTION 3
TECHNICAL SPECIFICATIONS**

TITLE: Bus and Rail Car Wash Chemicals

Facility:
Coral Way Bus Maintenance
2775 SW 74th Avenue
Miami, Fl. 33155
Contact Number: 305-263-6321

Location / Description of Tank:	Quantity:	Capacity / Gallon:	Used for:
Wash Rack Tank	One	1,000	Washing exterior of buses
Pressure Cleaning Bays (Auxiliary)	Two	250 ea.	Pressure washing engines and parts (non-foaming)
Shop Area (Auxiliary)	One	300	Floor Scrubbers & general housekeeping (non-foaming)
Fuel Island (Auxiliary)	One	300	Interior of Buses (non-foaming)

Facility:
Northeast Bus Maintenance
360 NE 185th Street
Miami, Fl. 33179
Contact Number: 305-654-6511

Location / Description of Tank:	Quantity:	Capacity / Gallon:	Used for:
Wash Rack Tank	One	1,000	Washing exterior of buses
Pressure Cleaning Bays (Auxiliary)	One	250	Pressure washing engines and parts (non-foaming)
Pressure Cleaning Bays (Auxiliary)	One	225	Pressure washing engines and parts (non-foaming)
Fuel Island (Auxiliary)	One	500	Interior of Buses (non-foaming)

3.8 FACILITY ADDRESS (Group Two)

William Lehman Center
6601 NW 72nd Avenue
Miami, Fl. 33166
Contact Number: 305-884-7519

3.9 BUS WRAP INFORMATION (Group One)

The chemical shall not damage the paint, finish, or any of the advertisements (bus wraps), logos, decals, etc. on any County bus. The manufacturer’s information for the FLEXcon bus wrap system is linked below. The first link below is the product system for the bus body, and the second link is for the bus windows.

SECTION 3
TECHNICAL SPECIFICATIONS

TITLE: Bus and Rail Car Wash Chemicals

<http://www.flexcon.com/~media/Files/PDFs/Website/ApplicationSheets/Bus%20and%20Train%20Wrap%20System%20-%20BodyTail%20-%20White%20Printable%20Base%20Film%20Luster%20Overlamine.ashx>

<http://www.flexcon.com/~media/Files/PDFs/Website/ApplicationSheets/Bus%20and%20Train%20Wrap%20System%20-%20Window%20-%20Flat%20and%20Curved%20Surfaces%20-%20Up%20to%201%20Year%20-%20OV5055.ashx>

3.10 BUY GREEN PURCHASING GUIDE

All surfactants and detergents shall be readily compostable or biodegradable and, when possible, shall not contain phosphates.

SECTION 4
BID SUBMITTAL FORM

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
Wednesday
January 2, 2013



**PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,
DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.**

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: ISD/PM Date Issued: This Bid Submittal Consists of
J. Lee 12/17/12 Pages 18 through 24

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

Title:
Bus and Rail Car Wash Chemicals

A Bid Deposit in the amount of **N/A** the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of **N/A** the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

DO NOT WRITE IN THIS SPACE		
ACCEPTED _____	HIGHER THAN LOW _____	
NON-RESPONSIVE _____	NON-RESPONSIBLE _____	
DATE B.C.C. _____	NO BID _____	FIRM NAME _____
ITEM NOS. ACCEPTED _____		
COMMODITY CODE: 485-36, 505-30		
Procurement Contracting Officer: Jesus Lee		

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.

**SECTION 4
BID SUBMITTAL FOR:**

FIRM NAME: _____

GROUP NO.	ESTIMATED FIVE YEAR QUANTITY	DESCRIPTION	UNIT PRICE
-----------	------------------------------	-------------	------------

1. **170,000 gal** **Bus Wash Chemical** \$ _____ / **per Gallon**

Group One

Manufacturer: _____

Name of Chemical: _____

Part / Model number of Chemical: _____

CHECKLIST REMINDER	Please initial below as submitted:
<p>Pursuant to Section 2, Paragraph 2.4.1; provide one business reference by completing the information below.</p> <p>Reference's Company Name: _____</p> <p>Contact Person's Name: _____</p> <p>Phone Number: _____</p> <p>E-mail: _____</p>	<p>_____</p>
<p>Pursuant to Section 2, Paragraph 2.4.2, identify Bidder's facility from which chemical can be delivered to the MDT facility identified in Section 3, Paragraph 3.7, that is the furthest from the Bidder's facility, within twenty-four (24) hours after notification from MDT.</p> <p>If the Bidder does not have an facility that meets the requirement above, identify your local service dealer or authorized representative's facility from which chemical can be delivered to the MDT facility identified in Section 3, Paragraph 3.7, that is the furthest from the local service dealer or authorized representative's facility, within twenty-four (24) hours after notification from MDT.</p> <p>Company Name: _____</p> <p>Contact Person's Name: _____</p>	<p>_____</p>

**SECTION 4
BID SUBMITTAL FOR:**

FIRM NAME: _____

Address: _____ Phone Number: _____ E-mail: _____	
Pursuant to Section 2, Paragraph 2.4.3; attach the Material Safety Data Sheet (MSDS) for the chemical offered.	_____

**SECTION 4
BID SUBMITTAL FOR:**

FIRM NAME: _____

GROUP NO.	ESTIMATED FIVE YEAR QUANTITY	DESCRIPTION	UNIT PRICE
2.	20 Totes (275 gal tote)	Rail Wash Chemical Group Two	\$ _____ / per Tote

Manufacturer: _____

Name of Chemical: _____

Part / Model number of Chemical: _____

CHECKLIST REMINDER	Please initial below as submitted:
Pursuant to Section 2, Paragraph 2.4.1; provide one business reference by completing the information below. Reference's Company Name: _____ Contact Person's Name: _____ Phone Number: _____ E-mail: _____	_____
Pursuant to Section 2, Paragraph 2.4.3; attach the Material Safety Data Sheet (MSDS) for the chemical offered.	_____

SECTION 4
BID SUBMITTAL FOR:
Bus and Rail Car Wash Chemical

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

TITLE OF OFFICER: _____



Bid Title: Bus and Rail Car Wash Chemical

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

Place a check mark here only if bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.

LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP. The address of the locally-headquartered office is _____.



LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes _____ No _____

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ FEIN No. _/_-_/_/_/_/_/_/_

Prompt Payment Terms: ___% ___ days net ___ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____ (Signature of authorized agent)

*"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract."

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS FORMAL BIDS

