

ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☐ New ☐ OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency Previous Contract/Project No. FB-00083

☒ Contract ☒ Re-Bid ☐ Other – Access of Other Entity Contract LIVING WAGE APPLIES: ☐ YES ☒ NO

Requisition No./Project No.: RQID1900097/FB-01285 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Bulk Industrial Crude Solar Salt

Description: This solicitation is for the purchase and delivery of bulk industrial crude solar salt for Miami-Dade County. The solar salt is used for onsite generation of sodium hypochlorite (bleach).

Issuing Department: Internal Svcs Dept Contact Person: Robert Mendoza Phone: 305-375-3704

Estimate Cost: 4,150,000.00 Funding Source: GENERAL FEDERAL OTHER
Proprietary

ANALYSIS

Commodity Codes:	<u>775-63</u>	<u>190-36</u>	<u>190-85</u>	<u>775-90</u>	<u>885-70</u>
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>		
Contractor:	<u>Morton Salt Company</u>				
Small Business Enterprise:					
Contract Value:	<u>4,275,000.00</u>	<u>4,275,000.00</u>	<u>4,275,000.00</u>		
Comments:	<u></u>				
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				
Basis of Recommendation: <u></u>				
Signed: <u></u>		Date sent to SBD: <u></u>		
		Date returned to SPD: <u></u>		

Solicitation FB-01285

Bulk Crude Industrial Solar Salt

Solicitation Designation: Public



Miami-Dade County

Solicitation FB-01285

Bulk Crude Industrial Solar Salt

Solicitation Number FB-01285
Solicitation Title Bulk Crude Industrial Solar Salt

Solicitation Start Date In Held
Solicitation End Date Jun 17, 2019 6:00:00 PM EDT
Question & Answer End Date Jun 10, 2019 7:00:00 AM EDT

Solicitation Contact Robert Mendoza
Procurement Contract Officer 1
ISD - Strategic Procurement Division
305-375-3704
Robert.Mendoza@miamidade.gov

Solicitation Contact Roma Campbell
305-375-3233
rcamp@miamidade.gov

Solicitation Contact Jessica Tyrrell
Procurement Contracting Manager
ISD
305-375-4029
tyrrell@miamidade.gov

Contract Duration See Bid Documents
Contract Renewal See Bid Documents
Prices Good for See Bid Documents

Solicitation Comments This solicitation is for the purchase and delivery of bulk industrial crude solar salt for Miami-Dade County. The solar salt is used for onsite generation of sodium hypochlorite (bleach).

Item Response Form

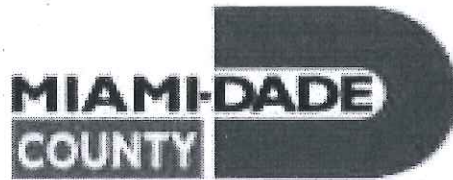
Item FB-01285-01-01 - Bulk Industrial Crude Solar Salt
Quantity 11600000 pound
Unit Price
Manufacturer
Brand
Delivery Location Miami-Dade County
No Location Specified

Qty 11600000

Description

Bulk Industrial Crude Solar Salt, as defined in section 3.2, Specifications.

BID NO.: FB-01285
Bulk Crude Industrial Solar Salt
Jun 17, 2019



MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

Bulk Crude Industrial Solar Salt

FOR INFORMATION CONTACT:

Robert Mendoza, 305-375-3704, Robert.Mendoza@miamidade.gov

IMPORTANT NOTICE TO BIDDERS/PROPOSERS:

- **READ THE ENTIRE SOLICITATION DOCUMENT, THE GENERAL TERMS AND CONDITIONS (SECTION 1), AND SUBMIT ALL QUESTIONS/CLARIFICATION IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.**
- **THE SOLICITATION SUBMITTAL FORM CONTAINS IMPORTANT INFORMATION THAT REQUIRES REVIEW AND COMPLETION BY ALL BIDDERS/PROPOSERS RESPONDING TO THIS SOLICITATION.**
- **FAILURE TO COMPLETE AND SIGN THE SOLICITATION SUBMITTAL FORM WILL RENDER BIDDER'S/PROPOSER'S BID/PROPOSAL NON-RESPONSIVE.**

**SECTION 1****GENERAL TERMS AND CONDITIONS:**

All general terms and conditions of Miami-Dade County Procurement Contracts are posted online. Bidders/Proposers 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 general terms and conditions are considered non-negotiable.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County, Strategic Procurement Division's webpage by clicking on the below link:

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r18-2.pdf>

NOTICE TO ALL BIDDERS/PROPOSERS:

Electronic bids are to be submitted through a secure mailbox at BidSync (www.bidsync.com) until the date and time as indicated in this solicitation document. It is the sole responsibility of the Bidder/Proposer to ensure their proposal reaches BidSync before the solicitation closing date and time. There is no cost to the Bidder/Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

For information concerning the scope of services/technical specifications please, utilize the question/answer feature provided by BidSync at www.bidsync.com within the solicitation. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the solicitation terms, scope of services, or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site).

Please allow sufficient time to complete the online forms and upload of all proposal documents. Bidders/Proposers should not wait until the last minute to submit their bid/proposal. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged ("Confirm") and recorded into BidSync before the closing time, or the system will stop the process and the submission will be considered late and will not be accepted.

PLEASE NOTE THE FOLLOWING:

No part of Bidder's/Proposer's bid/proposal can be submitted via **HARDCOPY, EMAIL, or FAX**. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid/proposal will be considered evidence that the Bidder/Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid/proposal must be submitted in accordance with all specifications contained in the solicitation electronically.

SECTION 2**SPECIAL TERMS AND CONDITIONS****2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase and delivery of bulk industrial crude solar salt for Miami-Dade County, on an as-needed basis. This item is used for onsite generation of sodium hypochlorite (bleach).

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 Blanket Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The contract shall expire on the last day of the five year term.

2.3 METHOD OF AWARD

Award will be made to the single lowest priced responsive and responsible bidder for the item listed in this solicitation.

2.4 BIDDER REQUIREMENTS

To be eligible for award, bidder(s) shall meet the following requirements:

2.4.1. Bidder(s) shall be the product manufacturer, and/or authorized distributor or re-seller. Bidders are required to submit proof of manufacturer's authorization with their bid. The proof may be in the form of a formal notice on manufacturer's letterhead identifying the bidder as the manufacturer, or designating the bidder as an authorized distributor. This notice must include name and phone number of the bidders' contact person, must be signed by an authorized representative, and must be dated within 12 months of bid submission.

a. If the bidder is a reseller, the bidder shall provide a formal notice from the manufacturer indicating the approved distributor along with a formal notice on company letter head from the authorized distributor, stating that the bidder is an authorized reseller. The notices shall meet the requirements as listed in paragraph 2.4.1.

2.4.2. Bidder(s) shall provide American National Standards Institute/National Science Foundation Standard 60 Certificate (ANSI/NSF Standard 60 Certificate) for onsite sodium hypochlorite generation and water softener systems – meeting the minimum requirements of American National Standards Institute/American Water Works Association B 200-17; Chemical Abstract Services: 7647-14-5.

2.4.3. Bidder(s) shall provide the manufacturer and brand name as a standard for product quality.

2.4.4. Bidder(s) shall submit a document indicating the specifications and ingredients for the product included in its offer.

Miami-Dade County, in its best interest, may allow bidders to complete their proof of compliance with the solicitation's requirements during bid evaluation. Failure to provide proof of compliance, as requested by the County, may result in the bid being declared non-responsive, or the bidder being declared non-responsible.

2.5 SAMPLES

Bidders may be required to submit a sample of the product being offered for evaluation at no cost to the County. If samples are required, the County will notify the bidders of such in writing and will specify the deadline for submission of the samples. Each individual sample shall be clearly labeled with the bidders'

name, bid number, bid title, manufacturer's name and brand name. If the bidder fails to submit the samples, properly labeled, within the specified date stipulated in the notice, the County may not consider the bidder's bid submittal for that product. All samples shall become the property of Miami-Dade County.

The County reserves the right to perform its own testing procedures or to send any and all samples to any certifiable laboratory for analysis. Any costs for testing shall be borne by the bidder. On the basis of this testing and analysis, the County shall be the sole judge of the acceptability of the sample in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an expressed warranty that the whole of the goods to be provided by the bidder during the contract period shall conform to the sample submitted. If this warranty is violated during the term of the contract, the bidder shall be required to provide adequate restitution to the County as determined by the County.

2.6 FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENTS

2.6.1 The Initial contract prices resulting from this solicitation shall remain fixed for a period of no less than 12 months from the contract's initial effective date. Following the initial 12 month period, the fixed prices may be adjusted upward or downward on a yearly basis based on changes to the following price index:

- a. Producer Price Index (PPI), Chemicals and Allied Products-Salt, Evaporated and Solar, Series ID: WPU06790904.

2.6.2 It is the awarded bidder's responsibility to request any pricing adjustments under this provision. Pricing adjustments will be considered yearly on the contract commencement anniversary date. For any adjustment to be considered, the awarded bidder's request for adjustment should be submitted to the Internal Services Department, Strategic Procurement Division, no less than 90 calendar days prior to the anniversary date. The awarded bidder adjustment request may not be in excess of the relevant documented pricing indexes.

2.6.3 Any adjustment received after 90 calendar days from the anniversary date may not be considered. If no adjustment request is received from the awarded bidder, the County will assume that the awarded bidder has agreed that the next 12 month period will be without any upward price adjustment. The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the next 12 month period based on the downward movement of the appropriate index.

2.6.4 It shall be further understood that the County reserves the right to reject any price adjustments submitted by the awarded Bidder and/or to terminate the contract with the awarded bidder based on such price adjustments. Any agreed upon increase shall not exceed 5% annually.

2.6.5 The awarded bidders' price shall be inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the bidder is prohibited.

2.7 INSURANCE

The insurance requirements in the General Terms and Conditions, Paragraph 1.22 shall apply except as modified herein:

Paragraph 1.22 A.2 now reads:

Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

Paragraph 1.22.A.3. now reads:

Automobile Liability Insurance covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

2.8 METHOD OF PAYMENT

The invoicing requirements in the General Terms and Conditions, Paragraph 1.35 shall apply except as modified herein:

Bidder(s) shall submit with their invoice, reference to the corresponding delivery ticket number/packing slip number/and scale ticket that was signed by an authorized representative of the County user department at the time the items were delivered and accepted.

The County has a dedicated State of Florida certified scale for solar salt. The net weight of each delivery as measured on that scale shall be the basis of payment.

2.9 DELIVERIES

The awarded bidder shall deliver within two (2) calendar days after the date of the order. All delivery timeframes shall be adhered to by the bidder; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the awarded bidder to whom the contract is awarded 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 charge any re-procurement costs.

2.9.1. DELIVERY LOCATION

Deliveries shall be made to the following location:

South District Wastewater Treatment Plant (Blackpoint)
8950 SW 232nd Street
Miami, Florida 33170

Delivery shall be by pneumatic tanker truck only. An acceptable load shall be 20-25 tons. The complete truckload shall be discharged into the storage facility at the County designated location. Product is to be "blown" into the top of the brine tank at a height of approximately 30 feet or higher.

2.9.2. SECURITY OF DELIVERIES

Awarded Bidder(s) shall not disclose any shipping information, e.g. delivery schedules, delivery routes, etc., to any person, company, or organization without the written permission of the County designee. The awarded bidder(s) must seal all shipments made pursuant to this bid and the seal must remain unbroken until the delivery is received at the designated facility. The department emergency contact information will be provided upon award.

2.9.3. REQUIRED DOCUMENTATION

A Certificate of Analysis must accompany each load. The certificate shall denote:

1. Sodium Chloride Percentage
2. Moisture Percentage
3. Insoluble Percentage
4. Pour (Loose) Bulk Density

Please note that no haul backs will be allowed.

2.9.4. PACKING SLIP/DELIVERY TICKET

Bidder(s) shall enclose a complete packing slip or delivery ticket with any items delivered in conjunction with this bid solicitation. The packing slip/delivery ticket shall be made available to the County's authorized representative during delivery.

The packing slip/delivery ticket shall include, at a minimum, the following information:

1. Purchase order number
2. Requisition Number
3. Date of Order
4. Complete listing of items being delivered
5. Back Order Quantities along with estimated delivery times if authorized
6. Gross weight
7. TARE weight
8. Net weight of the vehicle

2.9.5. TESTING/NONCONFORMANCE OF PRODUCT

During the contract, samples may be randomly selected and tested for compliance/performance by the County. If it is found that the products do not conform to the specifications in accordance with American National Standards Institute/American Water Works Association (ANSI/AWWA) B-200-17. The County will notify the bidder of nonconformance within ten (10) calendar days. The County shall then require replacement of the item within 48 hours.

2.9.6. BACK ORDER DELAYS

The County shall not allow any late deliveries unless approved by the County. Accordingly, the successful bidder is required to deliver all products to the County within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the bidder fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the product from another commercial source, and charge the bidder for any re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

2.10 COMPLIANCE/REGULATIONS

2.10.1. 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), the National Fire Protection Association (NFPA), and the American National Standards Institute/National Science Foundation Standard (ANSI/NSF).

2.10.2. POLLUTION CONTROL

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade County Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by contacting the following:
Department of Regulatory and Economic Resources (RER)

701 NW 1st Court, Suite 400
Miami, Florida 33136
Telephone (305) 372-6789

2.10.3. ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All bidders performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible bidder. Barricades shall be provided by the bidder when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

2.11 PURCHASE OF SIMILAR ITEMS

The County may require items similar to those in this solicitation during the term of the contract resulting from this solicitation. The County, in its best interest, may add these similar items to the contract based on the award of a request for price quotation and/or negotiations with the awarded bidder. The County reserves the right to acquire the similar items through a separate solicitation.

DRAFT

SECTION 3**SCOPE OF WORK/TECHNICAL SPECIFICATIONS****3.1 SCOPE OF WORK**

The purpose of this solicitation is to award a contract for the purchase and delivery of bulk industrial crude solar salt on an as-needed basis. This item is used for onsite generation of sodium hypochlorite (bleach).

3.2 SPECIFICATIONS

Sodium Chloride %	
Wet	96.3-98.9
Dry Basis	99.3-99.9
Calcium Sulfate %	0.05-0.3
Magnesium Chloride %	0.01-0.06
Calcium Chloride %	0.02-0.10
Magnesium Sulfate %	0.01-0.02
Insolubles %	0.02-0.1
Moisture %	1.0-3.0
Heavy Metals as Lead (ppm)	1-7
Copper (ppm)	0.5-3
Iron (ppm)	2-20

* By difference of impurities and moisture (ASTM procedures) includes <0.1% Potassium Chloride.

Physical Properties:

Pour (loose) bulk density of 1.0-1.4 g/ml (63-71 lbs. per cubic feet)

<u>USS Mesh</u>	<u>Opening Millimeters*</u>	<u>Percent Retained**</u>
375"	9.5	2-10
3	6.3	10-26
4	4.75	14.30
6	3.35	15-45
12	1.7	12-30
20	.85	4-16
Pan	—	1-14

*25.4 millimeters per inch

**On individual sieves, dried salt

SECTION 4**VENDOR REQUIREMENTS AND REFERENCES**

Vendor Requirements Checklist (2.4)	
Please identify in the space below that your firm has provided all required information. Failure to provide this information may result in the bidder being deemed non-responsive.	
Criteria	Initial If Submitted
Product Manufacturer Authorization Letter (Paragraph 2.4.1)	
American National Standards Institute/National Science Foundation (ANSI/NSF) Standard 60 Certificate of onsite Sodium Hypochlorite generation and water softener systems. (Paragraph 2.4.2)	
Specifications and ingredients document for Solar Salt Being Offered. (Paragraph 2.4.4)	

MIAMI-DADE
COUNTY



Submittal Form

Solicitation No. FB-01285		Solicitation Title: Bulk Crude Industrial Solar Salt	
Legal Company Name (include d/b/a if applicable): <input type="text"/>		Federal Tax Identification Number: <input type="text"/>	
If Corporation - Date Incorporated/Organized: <input type="text"/>		State Incorporated/Organized: <input type="text"/>	
Company Operating Address: <input type="text"/>	City: <input type="text"/>	State: <input type="text"/>	Zip Code: <input type="text"/>
Miami-Dade County Address (if applicable): <input type="text"/>	City: <input type="text"/>	State: <input type="text"/>	Zip Code: <input type="text"/>
Company Contact Person: <input type="text"/>	Email Address: <input type="text"/>		
Phone Number (include area code): <input type="text"/>	Company's Internet Web Address: <input type="text"/>		

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 prior to entering into a contract with or receiving funding from the County.

☐ Place a check mark here only if the Bidder has such conviction to disclose to comply with this requirement.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "local business" is a business located within the limits of Miami-Dade County that has a valid Local Business Tax Receipt issued by Miami-Dade County at least one year prior to bid submission; has a physical business address located within the limits of Miami-Dade County from which business is performed and which served as the place of employment for at least three full time employees for the continuous period of one year prior to bid submittal (by exception, if the business is a certified Small Business Enterprise, the local business location must have served as the place of employment for one full time employee); 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 the Bidder meets the 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, and pursuant to Section 2-8.5 of the Code of Miami-Dade County, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County.

☐ Place a check mark here only if affirming the Bidder meets requirements for the Locally-Headquartered Preference (LHP). **Failure to complete this certification at this time (by checking the box) may render the vendor ineligible for the LHP.**

The address of the Locally-Headquartered office is:

LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified 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 veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming the Bidder is a Local Certified Veteran Business Enterprise. **A copy of the certification must be submitted with the bid.**

SMALL BUSINESS ENTERPRISE CONTRACT MEASURES (If Applicable)

A Small Business Enterprise (SBE) must be certified by Small Business Development for the type of goods and/or services the Bidder provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-3111 or access <http://www.miamidade.gov/smallbusiness/certification-programs.asp>. The SBE must be certified by the solicitation's submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

Is Bidder's firm a Miami-Dade County Certified Small Business Enterprise? Yes ☐ No ☐

If yes, please provide Certification Number: _____

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST:

By executing this bid through a duly authorized representative, the Bidder certifies that the Bidder 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 Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, the Bidder shall execute the bid response package through a duly authorized representative and shall also initial this space: _____ In such event, the Bidder shall furnish together with its bid response 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 Bidder 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 Bidder 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.

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND EIGHTY (180) DAYS FROM DATE SOLICITATION IS DUE.

WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF BID

The Bidder acknowledges and agrees that the submittal of the Bid is governed by Florida's Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the bid will be available for public inspection after opening of bids and may be considered by the County in public.

By submitting a Bid pursuant to this Solicitation, Bidder agrees that all such materials may be considered to be public records. The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary or confidential.

In the event that the Bid contains a claim that all or a portion of the Bid submitted contains confidential, proprietary or trade secret information, the Bidder, by signing below, knowingly and expressly waives all claims made that the Bid, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

Acknowledgment of Waiver:

Bidder's Authorized Representative's Signature:

_____ *

Date

_____ *

Type or Print Name

_____ *

Type or Print Title *

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

Bidder's Authorized Representative's Signature:

_____ *

Date

_____ *

Type or Print Name

_____ *

Type or Print Title *

**FAIR SUBCONTRACTING PRACTICES**

In compliance with Miami-Dade County Code Section 2-8.8, the Bidder/Proposer shall submit with the proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors.

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date



SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Bidder/Proposer: _____ FEIN No. _____

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Bidders/Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Bidder/Proposer who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Bidder/Proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Bidder/Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Bidder/Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Internal Services Department at <http://www.miamidade.gov/businessdevelopment-contracts.asp>. As a condition of final payment, Bidder/Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

 Signature of Bidder/Proposer

 Print Name

 Print Title

 Date

20001

Miami-Dade County**Contractor Due Diligence Affidavit**

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No. :		Federal Employer Identification Number (FEIN):	
Contract Title:			
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant	
Name of Firm		Date	
Address of Firm	State	Zip Code	

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20__

by _____ He or she is personally known to me _____ or has produced identification _____

Type of identification produced _____

Signature of Notary Public	Serial Number
Print or Stamp of Notary Public	Notary Public Seal

Expiration Date

Question and Answers for Solicitation #FB-01285 - Bulk Crude Industrial Solar Salt**Overall Solicitation Questions**

There are no questions associated with this Solicitation.