

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☐ New
 ☐ OTR
 ☐ Sole Source
 ☐ Bid Waiver
 ☐ Emergency
 Previous Contract/Project No. **FB-00260**

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

Requisition/Project Nos.: **FB-01523 - RQID2000048**
 TERM OF CONTRACT **5** YEAR(S) WITH **N/** YEAR(S) OTR

Requisition /Project Title: **50% Liquid Hydrogen Peroxide**

Description: **To establish a contract for the purchases of 50% Liquid Hydrogen Peroxide solution.**

Issuing Department: _____
 Contact Person: **R. Campbell**
 Phone: **305-375-3233**

Estimate Cost: **\$8,580,000.00**
 GENERAL FEDERAL OTHER

Funding Source: _____ _____ **Proprietary**

ANALYSIS

Commodity Codes:	890-15	890-87	885-94	885-75	885-44
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.					
	EXISTING	2ND YEAR	3RD YEAR		
Contractor:	USP Technologies	Same	Same		
Small Business Enterprise:					
Contract Value:	8,580,000.00				
Comments: _____					
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:				
Signed: R. Campbell		Date sent to SBD: January 29, 2020		
		Date returned to SPD: _____		

Solicitation FB-01523

50% Liquid Hydrogen Peroxide Solution

Solicitation Designation: Public



Miami-Dade County

Solicitation FB-01523

50% Liquid Hydrogen Peroxide Solution

Solicitation Number FB-01523
Solicitation Title 50% Liquid Hydrogen Peroxide Solution

Solicitation Start Date In Held
Solicitation End Date Feb 28, 2020 6:00:00 PM EST
Question & Answer End Date Feb 20, 2020 7:00:00 AM EST

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

Solicitation Contact Martha Garofolo
305-375-4265
marthag@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 **Miami-Dade County to established a contract with one responsive, responsible vendor in the aggregate for purchase and delivery of 50% liquid hydrogen peroxide solution in tanker truck loads. Awarded Vendor shall also provide two (2) hydrogen peroxide feed systems and all appurtenance and items needed for installation, operation and performance of the dosing equipment.**

Item Response Form

Item FB-01523-01-01 - Hydrogen Peroxide as defined in Sections 3.2.1 and 3.2.2
Quantity 8000000 pound
Unit Price
Delivery Location **Miami-Dade County**
Miami-Dade County
111 NW 1st Street
Miami FL 33166
Qty 8000000

Description
Hydrogen Peroxide as defined in Sections 3.2.1 and 3.2.2

Item **FB-01523-01-02 - Hydrogen Peroxide Feed System rental and maintenance as defined in Section 3.3.1**

Quantity **1 See Bid Documents**

Prices are not requested for this item.

Delivery Location **Miami-Dade County**

Miami-Dade County

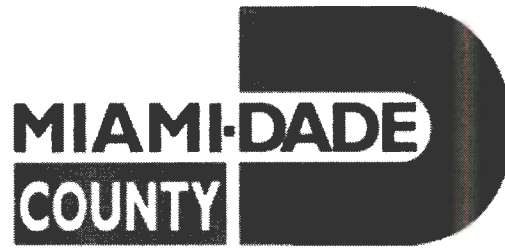
111 NW 1st Street

Miami FL 33166

Qty 1

Description

Hydrogen Peroxide Feed System rental and maintenance as defined in Section 3.3.1



MIAMI-DADE COUNTY, FLORIDA

I N V I T A T I O N T O B I D
(I T B)

GENERAL TERMS AND CONDITIONS:

All General Terms and Conditions of Miami-Dade County Procurement Contracts are posted online. Bidders 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. The general terms and conditions include important instructions and requirements that affect all bids. By submitting a bid for a Miami-Dade County solicitation a bidder attests to its understanding of these General Terms and Conditions.

All applicable terms and conditions pertaining to this solicitation and resultant contract(s) 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-r19-1.pdf>

NOTICE TO ALL BIDDERS:

Bids are to be submitted electronically through a secure mailbox at BidSync (www.bidsync.com) until the date and time indicated in the BidSync Solicitation End Date published in BidSync and in this solicitation document. It is the sole responsibility of the Bidder to ensure that its bid is in BidSync before the solicitation deadline. There is no cost to the Bidder to submit a bid for 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 this solicitation, use the question/answer feature provided within the solicitation by BidSync, at www.bidsync.com. Questions of a material nature must be received prior to the date and time of the BidSync Solicitation Question & Answer End Date specified in the solicitation. Material changes, if any, to the solicitation will be made only by written addendum (see Addendum Section of BidSync site).

Bidders must allow sufficient time to complete online forms and upload all bid documents. All information and documents must be fully entered, uploaded, acknowledged ("Confirm") and recorded into BidSync before the date and time of the BidSync Solicitation End Date, or the system will stop the process and the submission will be considered late and will not be accepted.

No part of a bid can be submitted via hardcopy, email, or fax.

SECTION 2 SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of 50% liquid hydrogen peroxide solution in tanker truck loads for Miami-Dade Water and Sewer Department (WASD). The successful bidder shall also provide liquid hydrogen peroxide feed systems services and related equipment as required in conjunction with the County's needs.

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 Internal Services Department, Strategic Procurement Division and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for five years. The contract shall expire on the last day of the last month of the contract term.

2.3 METHOD OF AWARD

Award of this contract will be made to one (1) responsive, responsible bidder who submits an offer on all items listed in Section 4 of this solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a bidder fails to submit an offer on all items, its offer may be deemed non-responsive.

If the Awarded Vendor fails to perform in accordance with the terms and conditions of the contract, the Awarded Vendor may be deemed in default of the contract and the County shall have the right to negotiate with the next responsive, responsible Vendor.

2.3.1 QUALIFICATION REQUIREMENTS

Vendor shall be the manufacturer of the offered product and equipment, or be authorized by the manufacturer or the designee, as a direct distributor to be considered for award. A third party vendor (reseller or toll blender) will not be considered qualified. Vendors are required to submit proof of manufacturer's authorization.

The proof may be in the form of any of the following:

- a) Vendor shall provide a contact name, phone number, and email address information of a designated representative who will be responsible to provide the County with support.
- b) Vendor shall provide a formal notice on manufacturer's letterhead identifying the vendor as the manufacturer of the offered product and equipment, or designating the vendor as equivalent direct distributor. The notice must include contact name, phone number, signed by an authorized signatory and must be dated within 12 months of bid submission.
- c) The 50% liquid hydrogen peroxide must be clearly identified on the offer submittal pages Section 4, as to the product manufacturer; manufacturer plant location and manufacturer's calculated weight in pounds per gallon @ 20 °C (50% basis) as requested, in order to be eligible for award.

- d) Vendor shall provide a list of at least two (2) references where they have distributed hydrogen peroxide and provide dosage equipment services. References can be from a governmental agency or commercial business within the past two (2) years. Only one reference will be accepted from a department/division within Miami-Dade County.

The County at its sole discretion may request additional information in order to assess vendor responsibility. Failure to supply these documents may result in the offer being deemed non-responsive.

2.4 PRICES

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed for a period of twelve months after the commencement of the contract. Prior to completion of each twelve-month anniversary, the County may consider an adjustment to price for item 1, based on changes in the Producer Price index (PPI), commodity code 06790961 (as updated): Water treating compounds, starting within the most recent twelve month period. It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of the subsequent twelve month period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the ten current twelve month term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the next twelve month period will be without any price adjustment.

The County reserves the right to negotiate lower pricing based on the PPI market information or other factors that influence pricing. The County shall apply any reduction in pricing for the additional terms based on the downward movement of the applicable index. The County reserves the right to reject any price adjustments submitted by the vendor any/or to terminate the contract with the vendor based on such price adjustments.

2.5 METHOD OF PAYMENT

The awarded Vendor shall submit invoice(s) to the County user department(s) after purchase have been completed. The County has a dedicated State of Florida certified scale for hydrogen peroxide. The net weight of each delivery as measured on that scale shall be the basis for payment. In addition to the general invoice requirements set forth in Section 1, General Terms and Conditions, Paragraph 1.35, the invoices shall include the scale ticket information: Gross weight, TARE weight and net weight of the vehicle.

2.6 INDEMNIFICATION OF INSURANCE

Refer to Section 1, General Terms and Conditions, Paragraph 1.21 Indemnification and Paragraph 1.22 Insurance Requirements.

2.7 DELIVERY

In addition to Section 1, General Terms and Conditions, Paragraph 1.19, the vendor must agree to:

- 2.7.1 The Awarded Vendor shall make deliveries within the standard five calendar days after the date the order is placed by the user department. If an emergency arises, delivery time shall be within 24 hours after receipt of order verbally or written. Verbal orders shall be followed up with written confirmation of order placed.

- 2.7.2 The Awarded Vendor is required to deliver all hydrogen peroxide product within the time frame specified in this solicitation and resultant contract. 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 the vendor fails to deliver the product within the time specified, the County reserves the right to cancel the order, seek the product from another source, and charge the incumbent for any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.
- 2.7.3 Delivery shall be made by tanker truck loads. Estimated Annual Quantity: 8,400,000lbs, Tank Size at WASD Site: Two – 13,000 gallons. All truck delivering product to the County shall comply with all Federal, State, Local and US Department of Transportation (DOT) regulations covering transporting of hazardous products. The Vendor shall ensure all delivery vehicles are secured with the appropriate appurtenances (hoses, meters, pumps, etc.) to accomplish loading and unloading of the product identified in this solicitation in a safe manner.
- 2.7.4 Delivery containers must be in suitable conditions for hauling 50% Liquid Hydrogen Peroxide. Awarded Vendor shall ensure all vehicles transporting 50% Liquid Hydrogen Peroxide are clean and does not contain any substances that might affect the use or usefulness of the 50% Liquid Hydrogen peroxide.

2.8 PURCHASE OF OTHER ITEMS/SERVICES/EQUIPMENT

While the County has listed the hydrogen peroxide in the forms and compositions currently used by County departments and any related equipment or services in conjunction with the operation of the plant process, there may be similar purchases by the County during the term of this contract. Any additional forms, compositions, services, or equipment required may be leased or purchase as needed. Under these circumstances, a County representative will solicit the awarded bidder to obtain a price quote for the similar item. Should a different item be quoted than listed on the request for price quotation, the awarded bidder shall provide the documentation as listed in Section 2.3.1 of this bid and any supporting documents as required by the County.

2.9 TESTING, NON-CONFORMANCE OF PRODUCTS

During the term of the contract, sample of the delivered products may be randomly selected and tested for compliance/performance. If it is found that the product do not conform to the specifications, the County will notify the awarded Vendor of nonconformity within seven (7) calendar days, at which time the Vendor shall replace the product within 48 hours.

2.10 DEMURRAGE CHARGES WILL NOT BE ALLOWED

The County shall not incur separate demurrage charges from Vendor who supply containers on an interim basis to the County in conjunction with this contract. Any rental or demurrage costs for such containers that are normally charged by the Vendor must be reflected in the unit prices offered by the Vendor.

SECTION 3**SCOPE OF WORK****3.1 SCOPE OF WORK**

The purpose of this solicitation is to establish a contract for the purchase and delivery of 50% liquid hydrogen peroxide solution in tanker truck loads. The Awarded Vendor shall provide two (2) hydrogen peroxide feed systems, all appurtenance and items needed for installation, operation and performance of the dosing equipment. 50% Liquid Hydrogen Peroxide Solution is used in the wastewater treatment process to disinfect, reduce odor and control corrosion. The hydrogen peroxide feed system is used for collecting weekly data to adjust dosing levels and control the effective and efficient use of the product, preventing over application and minimizing chemical costs.

3.2 PRODUCT PROPERTIES

3.2.1 The product shall be Hydrogen Peroxide (H₂O₂) at a Technical Grade 50% concentration in water by weight. It shall have the following properties as a minimum:

- | | | |
|----|---|-----------------|
| a. | Clear, colorless, mixable with water in any proportion; | |
| b. | Non-Flammable; | |
| c. | Meeting CAS Registry No. 7722-84-1 as supplied; | |
| d. | Molecular Weight | 34.02 |
| e. | Active Oxygen Weight; | 23.5% |
| f. | Apparent pH | 3.0 |
| g. | Specific Gravity @ 68°F | 1.20 |
| h. | Vapor Pressure @ 86°F | 35 PSI |
| i. | Viscosity | 1.17 CP @ 20 °C |
| j. | Assay H ₂ O ₂ by weight | 48.99 – 51.00 |

3.2.2 The product shall not have more than the following concentrations of other materials in Parts per million (PPM):

- | | | |
|----|------------------------------|-----|
| 1. | Ash | 100 |
| 2. | Tin | 40 |
| 3. | Phosphate (PO ₄) | 50 |
| 4. | Ammonium (NH ₄) | 20 |
| 5. | Nitrate (NO ₃) | 50 |
| 6. | Chloride (Cl) | 10 |
| 7. | Sulfate (SO ₄) | 0.5 |
| 8. | Iron (FE) | 0.5 |
| 9. | Heavy Materials as pH | 0.1 |

3.3 EQUIPMENT**3.3.1 Pumps:**

Pumps shall be dual electronic metering pumps with an output range suitable to the application and a discharge pressure of 100psi. All wetted parts are chemically compatible stainless steel, Teflon or ceramic. The pumps are skid mounted inside a containment enclosure with a minimum of two metering pumps. Both pumps shall have profiling capabilities to adjust to diurnal dosing patterns. Awarded Vendor shall include a control panel capable of controlling the pump rate and containing the necessary remote telemetry equipment for operation and inventory management. Vendor shall provide internet custom access to inventory control and daily usage.

3.3.2 Piping, Valves and Fittings:

All materials in contact with hydrogen peroxide shall be stainless steel with Teflon or Viton seals and O-rings. Vented ball valves are required to prevent internal pressure buildup. Pressure relief valves shall be anywhere chemicals could be trapped. Each system is designed with anti-siphon, check valves, calibration cylinders and a pressure gauge.

The County is responsible for providing water and 110 volt electricity. The Vendor shall provide conduit and wiring to the connection point designated by the County. County shall make the final connection.

3.3.3 Maintenance:

All equipment excluding the County's tank(s) shall be maintained by the Vendor. The Vendor shall be responsible for any needed service/repairs or even replacement of all parts/equipment (pumps, feed lines and valves) associated with the Hydrogen Peroxide Feed System.

3.4 MONITORING, REPORTING, OPTIMIZATION AND DATA ANALYSIS

Vendor shall assigned a representative to provide weekly monitoring and profiling services as well as the influent and treatment flows. Representative shall collect data to determine aqueous and atmospheric levels, wastewater temperature, pH, chemical residue, and adjust dosing levels to assure optimum control at minimum chemical costs. Vendor/Representative shall compiled and provide a monthly report showing control levels and charting trends. The report will be submitted to the WASD Project Manager for evaluation. In addition, Vendor shall provide to the WASD Project Manager any recommendations pertaining to changes in chemical dosing rates and control to changing conditions.

After WASD Project Manager and Vendor/Representative review the monthly report, the Vendor shall make the required chemical feed dosing changes if necessary, to ensure the system optimization is being achieved. A quarterly report shall be submitted to the WASD Project Manager to include a detailed list of products delivered at each location and the usage rates.

3.5 EMERGENCY PLAN OF ACTION AND SAFETY TRAINING

3.5.1 The Awarded Vendor shall provide in writing, an emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24 hour contact numbers) within 30 days of award and acceptance. In addition, the proper spill response notification procedures, along with any forms required by all local, state or federal regulatory agencies, shall be supplied by the Awardee. This section in no way relieves the Awarded Vendor of its responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the Awardee shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur, caused by Awardee's personnel, equipment or method of delivery, Awardee shall immediately comply with all applicable terms and conditions of the current versions of Part II Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988, and Title III, Superfund Amendments and Reauthorization Act of 1986.

The responsibility for compliance with Federal and State Rules and Regulations regarding Awardee caused spills or releases shall be the sole responsibility of the Awardee. The Awardee shall hold Miami-Dade County harmless for any failure to properly report and/or comply with provision.

3.5.2 The Awarded Vendor shall provide an appropriate safe handling training course free of charge, on the safe storage and handling of H₂O₂, within the first month of award to all current WASD Operations personnel and shall be available to conduct additional safety training of new personnel introduced into the work environment on as needed basis during the contract period to be scheduled by Miami Dade Water and Sewer Department.

SECTION 4**SUBMITTAL FORM**

Per Section 2, Paragraph 2.3, award of this contract will be made to the responsive, responsible bidder who meets the following minimum requirements:

Section 2, Paragraph 2.3.1 Minimum Requirements			
a.	Bidder shall provide the following information: Contact Person: _____ Telephone Number: _____ Email Address: _____		
b.	Vendor shall provide a formal notice on manufacturer's letterhead identifying the vendor as the manufacturer of the offered product and equipment, or designating the vendor as equivalent direct distributor. The notice must include contact name, phone number, signed by an authorized signatory and must be dated within 12 months of bid submission	Requirements Submitted	
IS THE BIDDER:			
Qualifying Criteria		Product/Equipment Manufacturer	Authorized Distributor
Product Manufacturer:			
Equipment Manufacturer:			
Product/Equipment Manufacturer Signed Authorization Letter:			
Product Manufacturer Plant Location:			
Phone Number:			
Address:			
City/State/Zip Code:			
Manufacturer's calculated weight in pounds per gallon @ 20°C (50% concentration):			
c.	The 50% liquid hydrogen peroxide must be clearly identified on the offer submittal pages as to the product manufacturer; manufacturer plant location and manufacturer's calculated weight in pounds per gallon @ 20 °C (50% basis) as requested, in order to be eligible for award.		
d.	Vendor shall provide a list of at least two (2) references where they have distributed hydrogen peroxide and provide dosage equipment services. References can be from a governmental agency or commercial business within the past two (2) years. Only one reference will be accepted from a department/division within Miami-Dade County.		

LIST REFERENCES OF RECENT OR CURRENT CUSTOMERS	
--	--

Company Name:	
Company Address:	
City/State/Zip Code:	
Contact Person Title:	
Contact Person Telephone Number:	
Contact Person E-mail Address:	
Company Name:	
Company Address:	
City/State/Zip Code:	
Contact Person Title:	
Contact Person Telephone Number:	
Contact Person E-mail Address:	

PRICE SCHEDULE			
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Item No.	Description	Estimated Annual Quantity/Unit Measures	Unit Price
1.	Hydrogen Peroxide as defined in Sections 3.2.1 and 3.2.2	8,000,000	
2.	Hydrogen Peroxide Feed System rental and maintenance as defined in Section 3.3.1	2	N/A

NOTE: Item #2 shall be included within the unit price, no extra charge.



Submittal Form

Solicitation No.

Solicitation Title:

Bidder's Legal Company Name (include d/b/a if applicable): <input type="text"/>		Bidder's 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 Section 2-8.6 of the Code of Miami-Dade County (County), 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 affirm this certification at this time may render the Bidder ineligible for Local Preference.**

IN ACCORDANCE WITH CFR 200.319(b), LOCAL PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.

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 the requirements for the Locally-Headquartered Preference (LHP). **Failure to affirm certification at this time may render the Bidder ineligible for the LHP.**

The address of the Locally-Headquartered office is:

IN ACCORDANCE WITH CFR 200.319(b), LOCALLY-HEADQUARTERED BUSINESS PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.

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 Bidder is a Local Certified Veteran Business Enterprise. **A copy of the certification must be submitted with the bid.**

IN ACCORDANCE WITH CFR 200.319(b), LOCAL CERTIFIED VETERAN BUSINESS ENTERPRISE PREFERENCE SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE.

SMALL BUSINESS ENTERPRISE CONTRACT MEASURES (if applicable):

A Small Business Enterprise (SBE) must be certified by the Division of Small Business Development (SBD) 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 SBD 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.

☐ Place a check mark here **only** if affirming Bidder is a Miami-Dade County Certified Small Business Enterprise.

IN ACCORDANCE WITH CFR 200.319(b), SMALL BUSINESS ENTERPRISE MEASURES SHALL NOT APPLY TO FEDERALLY FUNDED PURCHASE

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST, THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, OR THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL 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, or the Scrutinized Companies that Boycott Israel List, as those terms are used and defined in Sections 287.135, 215.473, and 215.4725 of the Florida Statutes. 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, the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, or the Scrutinized Companies that Boycott Israel List.

OR

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 through a duly authorized representative and shall **also initial** this space: _____. In this event, the Bidder shall furnish together with its bid a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 and/or 215.4725 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 could be applicable.

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 _____ *
Representative's Name: _____ *	
Representative's 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 BELOW 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

 *

Representative's Name:

 *

Representative's Title:

 *


Solicitation Number FB-01523

*FEIN #

B. ☐ The below listed subcontractors and/or suppliers will be utilized pursuant to this solicitation:

Business Name and Address of First Tier Subcontractor/ Subconsultant	Name of Principal Owner	Scope of Work to be Performed by Subcontractor Subconsultant	Subcontractor/ Subconsultant License (if applicable)
Business Name and Address of First Tier Direct Supplier	Name of Principal Owner	Supplies, Materials, and/or Services to be Provided by Supplier	

Below and/or attached is a detailed statement of the firm's policies and procedures for awarding subcontractors:



When Subcontracting is allowed and subcontractors will be utilized, the Contractor shall comply with Section 2-8.8 of the Code – Fair Subcontracting Practices:
(1) Prior to contract award, the Bidder shall provide a detailed statement of its policies and procedures for awarding subcontracts and (2) As a condition of final payment under a contract, the Contractor shall identify subcontractors used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor via the BMWS at <http://mdcsbd.gob2g.com>.

I certify that the information contained in this form is to the best of my knowledge true and accurate.

*Date

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-01523 - 50% Liquid Hydrogen Peroxide Solution

Overall Solicitation Questions

There are no questions associated with this Solicitation.