

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New     OTR     Sole Source     Bid Waiver     Emergency    Previous Contract/Project No. \_\_\_\_\_

Contract

7660-4/14-4

Re-Bid     Other

LIVING WAGE APPLIES:  YES  NO

Requisition No./Project No.: RQID1400027    TERM OF CONTRACT: 1 YEAR(S) WITH 4 YEAR(S) OTR

Requisition /Project Title: Bulk Delivery Sodium Hypochlorite and Monthly Tanks Rental

Description: To purchase of bulk delivery sodium hypochlorite and monthly tanks rental for various Miami-Dade County swimming pools operated by Parks, Recreation and Open Spaces Department

Issuing Department: ISD/PMS    Contact Person: Herman Ramsey    Phone: (305) 375-2851

Estimate Cost: \$178,000

Funding Source:  GENERAL     FEDERAL     OTHER  
General

**ANALYSIS**

<b>Commodity Codes:</b>	<u>885-38</u>	<u>885-40</u>	<u>885</u>
Contract/Project History of previous purchases three (3) years Check here <input checked="" type="checkbox"/> if this is a new contract/purchase with no previous history.			
	<b><u>EXISTING</u></b>	<b><u>2<sup>ND</sup> YEAR</u></b>	<b><u>3<sup>RD</sup> YEAR</u></b>
<b>Contractor:</b>			
<b>Small Business Enterprise:</b>			
<b>Contract Value:</b>	\$	\$	\$

Comments: \_\_\_\_\_

Continued on another page (s):     YES     NO

**RECOMMENDATIONS**

	Set-aside	Sub-contractor goal	Bid preference	Selection factor

Basis of recommendation: \_\_\_\_\_

Signed: Herman Ramsey    Date sent to SBD: 02/19/2014  
 Date returned to DPM: \_\_\_\_\_

RECEIVED  
 SBE  
 DEPT. BUSINESS DEV.  
 2014 FEB 19 AM 11:56

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

The purpose of this solicitation is to award a contract for the purchase and delivery of Sodium Hypochlorite (NaClO) and the monthly rental of containment tanks for various County locations.

## Definitions:

A Sodium Hypochlorite (NaClO): for the purpose of this solicitation the sodium hypochlorite shall be called bleach. The bleach will be feed into public swimming pools for sterilization and sanitation.

**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 Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for one year, and shall expire on the last day of the one year period.

**2.3 OPTION TO RENEW**

The initial contract shall prevail for a one (1) year period from the contract's effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional four (4) year period on a year-to-year basis. Prior to completion of each exercised contract term, the County may consider an adjustment to price for item 1 based on changes in the following pricing index: Produce Price Index, commodity code 06790961: Water treating compounds. Prices for items 2 through 7 shall remain fixed and firm during the contract term, including any optional periods.

It is the bidders' responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the bidders' request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The bidders' adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the bidder(s), the County will assume that the bidder(s) have agreed that the optional term may be exercised without any upward price adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The County reserves the right to negotiate lower pricing for the additional terms based on market research information or other factors that influence price. The County reserves the right to 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 bidders and/or terminate the contract with the bidders based on such price adjustments. Adjustment to price may affect the primary and secondary position.

Should the bidder(s) decline the County's right to exercise the option period, the County may consider the bidders in default which decision may affect that bidders' eligibility for future contracts.

## 2.4 METHOD OF AWARD

Award of this contract will be made to two (2) responsive and responsible bidders who submit an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a bidder fails to submit an offer for all items, its overall offer will be deemed non-responsive. While the method of award prescribes the method for determining the lowest responsive and responsible bidder, the County will award this contract to the designated lowest bidder as the primary bidder and to the second lowest bidder as the secondary bidder respectively. The primary bidder shall have the primary responsibility to initially perform the service and deliver the goods identified in this contract. If the primary bidder fails to perform it may be terminated for default and the County shall have the option to seek the identified goods or services from the secondary bidder.

Award to multiple bidders is made for the convenience of the County and does not exempt the primary bidder from fulfilling its 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 fees.

**Bidders Qualifications:** In order to be considered, bidders shall provide the following information:

- a) Bidders shall be the product manufacturer, authorized distributor or re-seller.

If the bidder is the manufacturer it must be indicated on company letterhead.

**If the bidder is an authorized distributor:**

1. Provide a current letter (within the last 12 months from bid submission) from the manufacturer, stating that the bidder is an authorized distributor. This letter must be signed and presented on the manufacturers' letterhead with the contact person name and phone number.

**If the bidder is an authorized Re-seller shall provide:**

1. Provide a current letter (within the last 12 months from bid submission) from the manufacturer, authorizing the distributor to resell its' products. This letter must be signed and presented on the manufacturers' letterhead with the contact person name and phone number.

**and**

2. Provide a current letter (within the last 12 months from bid submission) from the authorized distributor, stating that the bidder is an authorized reseller. This letter must be signed and presented on the distributors' letterhead with the contact person name and phone number.
- b) Bidders shall provide American National Standard Institute/National Science Foundation Standard 60 Certificate (ANSI/NSF Standard 60 Certificate) for use in drinking water.
- c) Bidder shall provide documentation proof of licensed Swimmer Pool Builder and/or Plumber Contractor.

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

## 2.5 PRICES

The contract prices quoted shall be inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges will be disallowed.

## 2.6 INDEMNIFICATION AND INSURANCE

**(This section supersedes the information listed in Section 1, Paragraph 1.21 of the terms and conditions.)**

Bidder(s) 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 Bidder(s) or its employees, agents, servants, partners principals or subcontractors. Bidder(s) 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. Bidder(s) expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Bidder(s) 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 Bidder(s) shall furnish to the Internal Services Department, Procurement Management Services Division, 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 Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 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 in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policy shall be endorsed to provide Broadened Coverage for Covered Autos – Endorsement CA 9948 (or the equivalent) for the Business Auto, Motor Carrier and Truckers Coverage Forms.

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 "A-" as to management, and no less than "Class VII" 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.

NOTE: MIAMI-DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1<sup>ST</sup> STREET  
SUITE 2340  
MIAMI, FL 33128

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

The bidder(s) shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the bidder(s) shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the bidders to provide the required certificate of insurance within fifteen (15) business days may result in the bidders being deemed non-responsible and the issuance of a new award recommendation.

The bidder(s) 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(s) in accordance with Paragraph 2.3 of the solicitation. If insurance certificates are scheduled to expire during the contractual period, the bidders 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 1.24 of the solicitation.

## 2.7 DELIVERY

Bidder(s) shall deliver the bleach within two (2) business days after the date of order from the user department. Deliveries will be accepted Monday through Friday between the hours of 9:00 A.M. and 5:00 PM. Delivery shall be made by tanker trucks. All trucks used to delivery product shall comply with all Federal, State, and Local regulations covering the transportation of hazardous products. The delivery vehicle must supply all necessary hoses, meters, and pumps to accomplish delivery at all designated locations. The tanker must be cleaned prior to filling and shall be protected against impurities during the filling and delivery process in accordance with Federal specifications.

**2.7.1 DELIVERY LOCATIONS:** (The following facilities currently have number of tanks on site that will be used for storage)

Zoo Miami 12400 SW 152 <sup>nd</sup> Street Miami, FL One 500 gallon tank	Goulds Pool 21805 SW 114 <sup>th</sup> Ave Miami, FL Two 300 and one 500 gallon tanks	Helen Sands Pool 16350 SW 280 <sup>th</sup> Street Miami, FL One 100 and One 300 gallon tanks
Tamiami Pool 11201 SW 24 <sup>th</sup> Street Miami, FL One 1,000 gallon tank	A.D. Barnes Pool 3401 SW 72 <sup>nd</sup> Ave Miami, FL One 155 and Two 300 gallon tanks	Marva Y. Bannerman Pool 4829 NW 24 <sup>th</sup> Ave Miami, FL One 300 gallon tank
Palm Springs North 7901 NW 176 <sup>TH</sup> Street Miami, FL Two 300 gallon tanks	Arcola Pool 1680 NW 87 <sup>th</sup> Street Miami, FL One 300 gallon tank	Camp Owaissa Bauer Pool 17001 SW 264 <sup>th</sup> Street Homestead, FL One 300 gallon tank
Gwen Cherry Pool 2591 NW 71 <sup>st</sup> Street Miami, FL One 155 and One 300 gallon tanks	Little River Pool 10525 NW 24 <sup>th</sup> Ave Miami, FL Two 300 gallon tanks	Naranja Pool 14150 SW 264 <sup>th</sup> Street Miami, FL Two 500 gallon tanks
SGT. Delancy Pool 4375 Boggs Drive Miami, FL Two 300 and one 500 gallon tanks	Rockway Pool 9460 SW 27 <sup>th</sup> Drive Miami, FL One 500 gallon tank	Tropical Estates Pool 10201 SW 48 <sup>th</sup> Street Miami, FL Two 300 gallon tanks

### 2.7.2 REMOVAL OF EQUIPMENT

Bidder(s) shall deliver the storage tanks within 15 calendar days after the date that the order is placed by the County. The bidder agrees to retain the equipment at the designated County premises for additional 60 day transitional period after the stated expiration date of the contract including any contract extensions exercised under the initially established option terms of the contract. During this transitional period the awarded bidder agrees to continue the same or a reduced level (if such reduction is mutually agreed to and appropriately documented) of service to the County at the same prices while the new contract, also, in force, is being mobilized. If the vendor is supplying equipment in conjunction with this contract, the vendor agrees to retain the equipment at the designated County premise for an additional 60 calendar days after the current expiration of the contract; at which time the equipment shall be removed from the premises. The vendor shall allow invoicing the affected County department for this additional period on a pro-rated basis.

### 2.7.3 PACKING SLIP / DELIVERY TICKET

Bidder(s) shall enclose a complete **packing slip** and/or **delivery ticket** with any items to be delivered in conjunction with this solicitation. The **packing slip / delivery ticket** shall be available to the County's authorized representative during delivery. The **packing slip / delivery ticket** shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

**2.8 COMPLIANCE/REGULATION****2.8.1 FEDERAL STANDARDS**

All services / 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).

**2.8.2 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 Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the vendor through the Department of Regulatory and Economic Recourses (RER), 701 NW 1<sup>st</sup> Court, Suite 400, Miami, Florida 33136, Telephone (305) 372-6789.

**2.8.3 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 vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

**2.9 OTHER ITEMS / RENTAL SERVICES**

The County has listed all item within this solicitation which is utilized by County departments in conjunction with their operations; there may be similar chemicals and/or additional like equipment that must be purchased or rented by the County during the term of this contract. Under these circumstances, the County will contact the primary bidder to obtain a price quote for the similar chemicals and/or additional like equipment. The County may also obtain price quotes from the secondary bidder, if the price received from the primary is too high. If there are multiple bidders on the contract, the County representative may also obtain price quotes from these bidders.

**2.10 FURNISH AND SET IN PLACE REQUIREMENTS**

The bidder(s) shall be required to furnish and fully install the appropriate materials or products identified in the specifications and/or statement of work included in this solicitation and resultant contract at the facility designated by the County. The bidder(s) shall also be required to provide an appropriate safe handling training course to County personnel, at no additional cost, on the appropriate use of the materials or products as and if necessary.

**2.11 LABOR, MATERIALS, AND EQUIPMENT**

The successful 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.

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

The purpose of this solicitation is to award a contract for the purchase and bulk delivery of Sodium Hypochlorite (NaClO) in 12% to 13% solution and the monthly rental of containment tanks for various County locations. The bleach will be feed into public swimming pools for sterilization and sanitation.

**3.2 SODIUM HYPOCHLORITE (BLEACH)**

The bidder(s) shall provide bulk delivery of bleach to Miami-Dade County public swimming pools as required. The bleach shall conform to the following:

Concentration (Delivered):	12.4% preferred 12.0% to 13.0% acceptable, measured by sodium thiosulfate titration with starch indicator available percent chlorine by volume.
Guaranteed Strength:	Bidder(s) shall guarantee chlorine strength to be above 10.5% thirty (30) days from the date of delivery.
Caustic:	0.2% preferred 0.1% minimum and/or 0.3% maximum. Excess caustic below 0.1% causes pool stability and makes it difficult to meet the guaranteed strength specification. Excess caustic above 0.3% creates a high PH problem and drives up the neutralization cost with muriatic acid or CO2.
Filtration:	Sub-micron filtration using filtering media such as perlite or equivalent media. Cartridge filtration is not acceptable.
Metal:	Maximum 1 ppm Iron, using ASTM3050/7380 Maximum 1 ppm Copper, using ASTM3050/7210 Maximum 1 ppm Nickel, using ASTM3050/7520 Heavy metal ions catalyze sodium hypochlorite and speeds it decomposition. This decreases shelf life, increases usage and adds total dissolved solids.
Turbidity:	Maximum 1 ppm as measured by scattered light beam detector. Monitek model 251/Tat or equal. Excess turbidity causes operational problem including clogged feeders, increased dissolved solids and accelerated product decomposition.
Appearance and Color:	Clear and bright yellow.



**3.3 CONTAINMENT BASIN / TANK**

The bidder(s) shall provide and install all necessary bulk storage tanks, containment basin(s), labor, supplies and equipment needed to insure that continued flow of sodium hypochlorite enters the existing feeder system. The tanks may vary from 100 to 1,000 gallons per site. The awarded bidder is responsible for modifications to existing structures to include plumbing of PVC pipes. Needed modifications shall commence once approval from the Site Manager is received. The installation of the new system shall be accomplished with minimal disruption of the site and use of the pool. After installation, the site shall be returned to the same condition as it was prior to installation. The bidder or bidder's subcontractor personnel shall be qualified to perform structural modification and/or plumbing (Licensed Swimmer Pool Builder or Plumber Contractor).

The bidder(s) shall retain ownership of the tanks throughout the contract term. The bidder shall maintain tanks in a safe and approved manner. The bidder shall be liable for any damages which occur due to property or installation defects. The County shall be liable for acts of vandalism, or damage by the County personnel. (How much will the County have to pay the bidder if this were to occur?).

**Comment [PBRUNA1]:** How much will the County have to pay the bidder if this were to occur


Mr. [REDACTED]

**SECTION 4 – PRICE SCHEDULE**

FIRM NAME: \_\_\_\_\_

Item no.	Description	Est. Annual Quantity / Unit Measures	Unit Price
1	Sodium Hypochlorite as defined in Paragraph 3.2	60,000 gallons	\$ _____ / Per Gallon
2	Rental of Containment 100 gallon Tank as defined in Paragraph 3.3	1 each	\$ _____ / PerTank / Per Month
3	Rental of Containment 155 gallon Tank as defined in Paragraph 3.3	2 each	\$ _____ / PerTank / Per Month
4	Rental of Containment 300 gallon Tank as defined in Paragraph 3.3	17 each	\$ _____ / PerTank / Per Month
5	Rental of Containment 500 gallon Tank as defined in Paragraph 3.3	6 each	\$ _____ / PerTank / Per Month
6	Rental of Containment 1,000 gallon Tank as defined in Paragraph 3.3	1 each	\$ _____ / PerTank / Per Month
7	Containment Tanks Installation	27 each	\$ _____ / Each Tank

Please identify in the space below that your firm has provided all required information. Failure to provide this information may result in the bidder deemed non-responsive.

<b>QUALIFYING CRITERIA</b> 	<b>IF THE BIDDER IS</b>	
	<b>The manufacturer and/or authorized distributor</b>	<b>Re-seller</b>
Beach Manufacturer:		
Tanks Manufacturer:		
Product Manufacturer Authorization Letter		
ANSI/NSF Standard 60 Certification		
Licensed Swimmer Pool Builder or Plumber Contractor		
Authorization letter from the authorized distributor allowing vendor to resell the indicated products.		

**SECTION 4 – BID SUBMITTAL FORM**

**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:** \_\_\_\_\_

**SECTION 4 – BID SUBMITTAL FORM**

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 \_\_\_\_\_.**

**SECTION 4 – BID SUBMITTAL FORM**

**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 1.35 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.**

**Walters, Vivian (ISD)**

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**From:** Ramsey, Herman (ISD)  
**Sent:** Wednesday, February 19, 2014 9:39 AM  
**To:** Walters, Vivian (ISD)  
**Cc:** Clark, Veronica (ISD)  
**Subject:** RQID1400027: Bulk Delivery of Sodium Hypochlorite and Monthly Tanks Rental  
**Attachments:** DBD DEPARTMENT INPUT.doc; ITB - Section 2 Special Terms and Section 3 Tech Specs.docx; C-ITB - Section 4 Price Schedule.docx

Good morning Vivian,

Attachments are the DBD input document, ITB Section 2: Special Terms and Conditions, 3: Technical Specifications, and Section 4: Price Schedule for the above referenced acquisition. Please process and provide a response at your earliest convenience.

If you have any questions, contact me at (305) 375-2851.

Thank you.

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