

**BROWARD COUNTY SHERIFF'S OFFICE  
2601 W. BROWARD BLVD.  
FT LAUDERDALE, FLORIDA 33312**



*Pride in Service with Integrity*

**INVITATION TO BID**

**BID #812023**

**FOR**

**BOTTLED WATER AND RELATED SERVICES**

Issue Date: **January 18, 2008**



*Pride in Service with Integrity*

**INVITATION TO BID  
BID #812023  
BOTTLED WATER AND RELATED SERVICES**

The Broward Sheriff's Office (BSO) will receive formal sealed bids for **BOTTLED WATER AND RELATED SERVICES** until **3:00PM** on **February 15, 2008**. Copies of the Invitation to Bid (ITB) may be obtained online from the following web site: [www.sheriff.org/purchasing](http://www.sheriff.org/purchasing) or from the Broward Sheriff's Office 2601 W Broward Blvd Room 3509, Ft. Lauderdale, FL. 33312 (954) 831-8170.

Bids will be opened at the Broward Sheriff's Office, 2601 W. Broward Blvd., Ft. Lauderdale, FL at the date and time indicated above. Scope of the services to be provided is detailed in the Invitation to Bid (ITB) document. Insurance is required.

The initial term of the contract will be for **three (3)** years from date of award with up to **two (2)** additional **one (1)** year renewal options based on performance, availability of funding and as is in the best interest of the Broward County Sheriff's Office/Fire Rescue. BSO reserves the right to re-bid in its sole discretion.

Bids received after the deadline noted above will not be accepted. BSO reserves the right to postpone, accept or reject any and all bids in whole or in part. All bids must remain in effect for ninety (90) days from the date of Bid opening.

**Rona M. Sandler, CPPB  
Sr. Purchasing Agent**

**BOTTLED WATER AND RELATED SERVICES**

**Invitation To Bid #812023**

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**Broward Sheriff's Office  
Purchasing Bureau  
P.O. Box 9507  
Fort Lauderdale, FL 33310**

**“BOTTLED WATER AND RELATED SERVICES”  
Invitation to Bid #812023**

Pursuant to the Broward Sheriff's Office Procurement Code, The Broward Sheriff's Office invites qualified firms to submit sealed bids to provide ” **BOTTLED WATER AND RELATED SERVICES” until 3:00 PM on February 15, 2008 in the Purchasing Division at 2601 W Broward Blvd., Room 3509 (3<sup>rd</sup> Floor), Public Safety Building, Ft Lauderdale, Florida 33312.** These bids will be publicly opened in the presence of BSO officials at the above time and date. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. It shall be the sole responsibility of the Bidder to have their bid delivered to the Purchasing Division for receipt on or before the above stated time and date. If a bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to the Purchasing Division. **Late bids shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Bidder's request and expense.**

BSO reserves the right to postpone, accept or reject any and all bids in whole or in part, to waive irregularities and technicalities, and to request re-bids. BSO also reserves the right to award the contract on such item(s) that BSO deems will best serve its interests. All bids must remain in effect for ninety (90) days from the date of Bid opening. Bidders are cautioned to examine all terms, conditions, specifications, addenda, delivery instructions and other conditions pertaining to the Invitation to Bid (ITB). Failure of the Bidder to examine all pertinent documents shall not entitle bidder to any relief from the conditions imposed in the ITB.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate BSO officials for award. BSO, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. BSO further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of BSO to award the bid to the lowest bidder, or any bidder. BSO reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of BSO. BSO shall be the sole judge of the bids and BSO's decision shall be final. Bidders who wish to receive a copy of the bid tabulation should visit the BSO website. Bid results will be available approximately three (3) business days after bid opening. Bid results will not be given out by telephone, facsimile transmission or e-mail.

There are four (4) sections in this bid: Special Conditions, General Conditions, Bid Specifications & General Requirements, and Bid Pricing Form and Acknowledgements. The following documents are attached to this ITB: Attachment “A” Affidavit, Attachment “B” Drug Free Workplace Certificate, Attachment “C” Confidentiality Agreement, and Attachment “D” Background Check Form, and Attachment “E” Statement of “No Bid” Form.

Please read all sections thoroughly and complete the bid in accordance with the instructions.

Successful bidder is referred to as CONTRACTOR throughout this ITB.

## SECTION I - SPECIAL CONDITIONS

Bids are hereby invited to establish an open-end firm fixed price contract in accordance with the General Conditions and other provisions of this bid for **BOTTLED WATER AND RELATED SERVICES** for Broward Sheriff's Office.

1. **Term of the Contract:** The initial term of the contract will be for **three (3)** years from date of award with up to **two (2)** additional **one (1)** year renewal options based on performance, availability of funding and as is in the best interest of the Broward County Sheriff's Office. BSO reserves the right to re-bid in its sole discretion.
2. **Basis of Award:** Award will be made to the lowest responsive, responsible bidder, by group and as in the best interest of the Broward Sheriff's Office, with the understanding that any resulting agreement against this ITB will be a non-exclusive agreement and that the Sheriff reserves the right to procure the product and/or services described herein from other providers. To be awarded a group a bidder must have bid on all items within that group and be able to service all delivery addresses. BSO reserves the right to make multiple awards, item by item if it is in its best interest. During the term of this contract and any renewal periods, BSO reserves the right to terminate the contract and award the contract to the next lowest responsive responsible bidder. BSO makes no guarantee of the actual volume of services that will be required and reserves complete discretion concerning the frequency of use of the providers. The amount of services required can not be guaranteed.
3. **Delivery and Acceptance:**
  - 3.1 **DELIVERY ADDRESS:**  
*See Attachment "A" for various BSO locations*
  - 3.2 **ADDITIONAL DELIVERY LOCATION:** Additional locations within Broward County may be added as the need arises.
  - 3.3 **DELIVERY HOURS:** Delivery hours shall be made between 7:30AM and 5:00PM Monday through Friday except for holidays and at any other times by special arrangement (*by the division*).
  - 3.4 **INSPECTION:** Inspection shall be made at point of delivery unless otherwise specified.
  - 3.5 **FAILURE TO MAKE DELIVERY:** When the bidder fails at any time to meet the delivery requirements set forth herein, for whatever reason, then the Director of Purchasing may allow additional time or may obtain the supplies elsewhere or, in the best interest of the Broward Sheriff's Office, cancel the contract immediately upon written notice.
  - 3.6 **REJECTED MERCHANDISE:** The Purchasing Director may withhold acceptance of or reject any goods which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, goods shall be removed within five (5) business days by the Contractor at Contractor's expense.
4. **Pricing:** Pricing shall include freight costs, be F.O.B. destination, be in US dollars and firm for a period of not less than 90 days after bid due date. Prices shall be firm for the initial three year term of the contract. Adjustments for subsequent renewals will be in accordance with the following process; adjustments to the price are based on the latest Consumer Price Index; US Bureau of Labor Statistics; All Urban Consumers; US City Average; that occurred between the newest CPI Index publication compared with previous year at the same time. Adjustments may be up or down, but increases in excess of 5% per item shall not be considered without substantial documentation to support the request, including but not limited to the manufacturer's price certification. All price increases are subject to approval by the Broward County Sheriff or representative and are made in the best interest of the Broward Sheriff's Office. In the event that a requested increase is determined to be unacceptable, BSO reserves the right to cancel the contract.

**In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Manager or Purchasing Bureau Director. The extension period shall not extend for more than one hundred and twenty (120) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the Broward Sheriff's Office.**
5. **Conditions for emergency/hurricane or disaster – term contracts**

It is hereby made a part of the Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood or other Acts of God that BSO shall require a "**first priority**" basis for goods and services. It is

## SECTION I - SPECIAL CONDITIONS

vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the Sheriff. Vendor/Contractor agrees to rent/sell/lease all goods and services to the Broward Sheriff's Office or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. BSO expects to pay contracted prices for contracted items and a fair and reasonable price for all other requested products/services in the event of a disaster, emergency or hurricane. BSO will attempt to give Vendor/Contractor as much advanced notice as reasonably possible. Vendor/Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

**6. Mandatory pre-proposal meeting and site tour: N/A**

**7. Insurance:** Throughout the term of this agreement and for all applicable statutes of limitation periods, contractor shall maintain in full force and effect the insurance coverage set forth in this article. **NOTE:** Additional insurance requirements may be requested by BSO's Risk Management and if so will be incorporated into the terms and conditions of any subsequent agreement.

**7.1** All Insurance Policies shall be issued by companies that (A) are authorized to transact business in the State of Florida, (B) have agents upon whom service of process may be made in Broward County, Florida, and (C) have a best's rating of A-VI or better.

**7.2** All Insurance Policies shall name and endorse the following as additional insureds: The Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.

**7.3** All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to the additional insureds with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable.

**7.4** **If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed agreement submitted to BSO and if not submitted with the executed agreement in no event exceed three (3) calendar days after request to submit certificate of insurance, the Contractor shall be in default, and the contract shall be rescinded. Under such circumstances, the Proposer may be prohibited from submitting future solicitations to BSO.**

**7.5** Contractor shall carry the following minimum types of Insurance when services, installation/labor and any instance where your firm will be on BSO premises (Commercial General Liability is to be carried by all Contractors):

**7.5.1 WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employers' liability insurance with a limit of not less than \$1,000,000 for each accident, \$1,000,000 for each disease and \$1,000,000 for aggregate disease. Policy(ies) must be endorsed with waiver of subrogation against BSO and Broward County.

**7.5.2 BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of One Million (\$1,000,000) dollars per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services office, and must include owned vehicles and hired and non-owned vehicles.

**7.5.3 COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations, Professional Liability and Personal Injury with limits of not less than two million (\$2,000,000) dollars per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must

**SECTION I - SPECIAL CONDITIONS**

include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

**7.5.4 Umbrella or Excess Liability Insurance:** Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. Contractor agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

**7.6** Contractor shall provide Sheriff's Director of Risk Management and Sheriff's Contract Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required by this article within three (3) calendar days of Contractor's receipt of Notice of Intent to Award the contract and, at any time thereafter, upon request by the Sheriff. It is the CONTRACTOR'S responsibility to ensure that the Director of Risk Management and the Contract Manager both have a current Insurance Certificate and endorsements at all times.

**7.7** Contractor's Insurance Policies shall be endorsed to provide Sheriff with at least sixty (60) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage or limits. Notice shall be sent to:

Broward Sheriff's Office Attn: Contracts Manager 2601 W. Broward Blvd. Ft. Lauderdale, Florida 33312	AND	Broward Sheriff's Office Attn: Director, Risk Management 2601 W. Broward Blvd. Ft. Lauderdale, Florida 33312
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**7.8** If Contractor's Insurance policy is a claims made policy, then Contractor shall maintain such Insurance Coverage for a period of five years after the expiration or termination of the agreement or any extensions or renewals of the agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

**7.9** In any of Contractor's Insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this article.

**7.10** The provisions of this article shall survive the expiration or termination of this agreement.

**7.11** **COMMENCEMENT OF OPERATION:** The Contractor shall not commence operations, and/or labor to complete this project, pursuant to the terms of this agreement until certification or proof of insurance issued directly by the insurance company underwriting department, detailing terms and provisions of coverage, has been received and approved by the BSO Director of Risk Management.

**7.12** **PAYMENT:** If any of the insurance policies required under this Article above lapse during the term of this agreement or any extension or renewal of the same, Contractor shall not receive payment from the Sheriff until such time that the Sheriff has received satisfactory evidence of reinstated coverage of the types and coverage specified in this Article that is effective as of the lapse date. The Sheriff, in his sole discretion, may terminate the Agreement immediately and no further payments shall be due to Contractor.

**7.13** **RENEWAL OF INSURANCE:** Contractor shall be responsible for assuring that the insurance certificate/endorsements required in conjunction with this section remains in force for the duration of the contractual period. If the insurance certificate/endorsements are scheduled to expire during this period, Contractor shall be responsible for submitting a new or renewed insurance certificate/endorsements to BSO at a minimum of sixty (60) calendar days in advance of such expiration. In the event that expired certificate/endorsements are not replaced with a new or renewed certificate which covers the contractual period, BSO shall suspend this Agreement until such time as the new or renewed certificate/endorsements are received by BSO.

## SECTION I - SPECIAL CONDITIONS

- 7.14 **MINIMUM COVERAGE:** Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude SHERIFF from taking such other actions as is available to him under any other provisions of this Agreement or otherwise in law or equity.
8. **Piggyback Allowance:** With the consent of the successful bidder, the Broward Sheriff's Office will permit municipalities and other governmental agencies within the State of Florida to utilize this ITB to make purchases under the same pricing, terms, and conditions of this ITB with the development of their own contract. This specifically applies to members of the Southeast Florida Governmental Purchasing Cooperative Group (Co-op).

**\*\*\*END OF SECTION I\*\*\***

## SECTION II - GENERAL CONDITIONS

### 1. Submission and Receipt of Bids:

- 1.1 Bidders should use the "BID" Form furnished herein and submit ONE (1) original and TWO (2) exact copies of their Bid, consisting of the submittal Documents and all Addenda received from BSO. **Bidder will check the appropriate box on the first page of Section IV indicating whether the submittal is a Copy or Original.**
- 1.2 Bids having any erasures or corrections should be initialed by the bidder in ink. Bid should be typewritten or filled in with pen and ink. Manual signature must be in ink. Bids shall clearly indicate the legal name, address and telephone number of the Bidder, together with legal entity (corporation, partnership, individual). Bids shall be signed and bear the signature in longhand of the person authorized to bind the Bidder above the typed or printed name and title of the signer. Payment will be made to company name shown only. It is the sole responsibility of the Bidder to ensure that the bid arrives on time at the right place. All expenses relevant to preparation and submittal of bids are to be borne by the Bidder. Failure to comply with these instructions may result in rejection of your bid.
- 1.3 Bids must be returned in a sealed envelope (with the correct postage affixed, if the bid is mailed) and should show the following information:
- 1.3.1 Your return mailing address in the upper left-hand corner.
- 1.3.2 **Bid Number & Title on the outside of your sealed bid envelope.**
- 1.3.3 Bids that are lost, misrouted, or otherwise fail to be received by the Purchasing Division due to Contractor's failure to properly label the envelope shall not be accepted.
- 1.4 When submitting your bid, use one of the following addresses, as appropriate:
- |                          |                                     |
|--------------------------|-------------------------------------|
| <b>BY U.S. MAIL</b>      | <b>BY COURIER OR HAND DELIVERY:</b> |
| Broward Sheriff's Office | Broward Sheriff's Office            |
| Purchasing Division      | Purchasing Division                 |
| PO Box 9507              | 2601 W. Broward Blvd.               |
| Ft. Lauderdale, FL 33310 | Ft. Lauderdale, FL 33312            |
- 1.4.1 IF HAND DELIVERING YOUR BID, BIDDERS ARE CAUTIONED TO ALLOW SUFFICIENT TIME PRIOR TO THE BID OPENING TO ACCESS THE PUBLIC SAFETY COMPLEX. DELAYS MAY BE EXPERIENCED IN OBTAINING ACCESS TO THE BUILDING AS A RESULT OF ENHANCED SECURITY MONITORING OF PERSONS ENTERING THE COMPLEX.
- 1.5 Late bids will not be accepted and will be returned unopened at bidder's request and expense.
- 1.6 Multiple Submissions: Only one response to the BID from any one firm will be considered. In the event of multiple submissions, the firm will be asked to identify which submission should be analyzed. In no event will the Broward Sheriff's Office consider multiple submissions from the same firm.
- 1.7 Disclosure and Disclaimer: Any recipient of this BID who responds hereto, fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof.
- 1.7.1 All costs incurred by the Bidder in preparing and responding to this BID shall be the sole responsibility of the Bidder. The Broward Sheriff's Office assumes no responsibility or liability for costs incurred in the preparation or submission of any bid. All expenses in preparing any re-submittals shall be the sole responsibility of the Bidder.
- 1.7.2 The Broward Sheriff's Office or its representatives do not warrant or represent that any award or recommendation will be made as a result of the issuance of this BID.
- 1.7.3 The Broward Sheriff's Office reserves the right to waive or modify any irregularities and technicalities in bids received; to request additional information, to exercise its discretion and apply its judgment at its discretion, and/or request re-submittal of a Bid.

## SECTION II - GENERAL CONDITIONS

- 1.7.4 The Contractor, its employees and agents shall not disclose information gained from work performed under the contract, except for that required by law or by a Court, without the written authorization of the Broward Sheriff's Office. This includes release of information to the public or to any person or organization that would not have such information in the regular course of business.
2. **Completion of Bid Forms:** Bidder is to fill in all of the blank spaces on the bid form(s) (if applicable) and return all numbered pages, together with any attachments. Bidder must indicate by signing the acknowledgement page that bidder has read and understands the provisions contained in this ITB. Failure to comply with these instructions shall result in rejection of your bid. Any bid may be withdrawn up until the date and time set forth above for opening of the bid. Any bid not so withdrawn shall constitute an irrevocable offer for a period of ninety (90) days.
  3. **Signature Required:** All bids must show the company name and be signed in ink by a company officer or employee who has the authority to bind the company or firm by their signature. Unsigned bids will be rejected. All manual signatures must be original to be considered valid - no rubber stamp, photocopy, etc. (Payment will be made to company name shown only.)
  4. **Bid Withdrawal:** Bidder certifies that prices, terms, and conditions in the bid will be irrevocable for a period of ninety (90) days from the date of bid opening unless otherwise required in the bid. Bids may not be withdrawn before the expiration of ninety (90) days. Bids may be withdrawn after ninety (90) days only upon written notification to the BSO Purchasing Bureau. If there is an error in extensions, unit prices will prevail.
  5. **Signed Bid Considered an Offer:** This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by appropriate authorities of BSO. BSO will issue a purchase order or a letter of authorization to the successful bidder, as authorization of award subject to requirements of detailed specifications and those conditions contained herein.
  6. **Default Provisions:** In the event of default by the bidder, BSO reserves the right to procure the items(s) bid from other sources and hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a BSO contract may be debarred from doing business with BSO for a period of thirty-six (36) months from the date of default.
  7. **Copyrights and Patent Rights:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this bid; and successful bidder agrees to indemnify and hold harmless BSO, the Sheriff, its employees, agents, or servants, Broward County, Broward County Board of Commissioners, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation.
  8. **Laws and Regulations:** Bidders agree to abide by all applicable Federal, State, County, and local rules, regulations, ordinances and codes.
  9. **Taxes:** All taxes -- federal, state and local, relating to the Contractor's work under its agreement with the Broward Sheriff's Office and, similarly, all costs for licenses, permits, or certifications shall be paid by the Contractor. Successful bidder certifies that all state and federal tax exemptions applicable to BSO will be applied.
  10. **Conflict of Instructions:** If a conflict exists between the General Conditions and Instructions contained herein, and the Special Conditions and Instructions contained herein, the Special Conditions and Instructions shall govern.
  11. **Specifications and Requirements:** The specifications, requirements and services to be provided are stated in Section III. Bidders requiring additional information regarding any of the bid terms, conditions or administrative requirements should send an e-mail to rona\_sandler@sheriff.org or via facsimile to (954) 765-4006. No change(s) and no interpretations(s) shall be considered binding unless provided to all bidders in writing in the form of an Addenda or Information Letter.
  12. **Anti-Collusion Statement:** By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business or corporation submitting a bid for the same services, materials, supplies, or equipment, and that this bid is in all respect fair, and without collusion or fraud.

## SECTION II - GENERAL CONDITIONS

13. **Indemnification:** Contractor shall, at all times hereafter, indemnify, hold harmless and, at the option of BSO counsel, defend or pay for an attorney selected by BSO counsel to defend BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents and employees of BSO and Broward County and Broward County Commission members from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful act or omission of Contractor, its officers, agents, employees, servants, independent contractors or subcontractors.

Contractor shall inform Sheriff in advance of planned actions and/or conduct related to Contractor's handling of any such action or claim. Sheriff shall inform Contractor of any known restrictions, defenses or limitations that may arise or exist by reason of BSO being a governmental entity.

Sheriff shall not be liable for and Bidder agrees to indemnify Sheriff against any liability resulting from injury or illness, of any kind whatsoever, to Bidder's employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

The above indemnification provisions shall survive the expiration or termination of this Agreement.

14. **Nondiscrimination:** CONTRACTOR shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, or sexual orientation. CONTRACTOR shall take affirmative action to ensure that applicants, subcontractors, Independent Contractors, and employees are treated without discrimination in regard to their race, color, religion, sex, national origin, physical or mental disability, or sexual orientation. CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act. The CONTRACTOR agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. The CONTRACTOR further assures that all subcontractors and Independent Contractors are not in violation of the terms of this Section.
15. **Sovereign Immunity:** Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the Sheriff's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.
16. **Confidentiality of BSO Operations:** To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of BSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of SHERIFF, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this Contract. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to SHERIFF that the remedy at law for any such violation or threatened violation will not be adequate and BSO shall be entitled to temporary and permanent injunctive relief. The provisions of this clause shall remain in full force and effect and enforceable even after the expiration of the contract. **Employees and/or subcontractors of successful proposer that will be working on this contract will be required to sign a confidentiality agreement (Attachment "C") and successfully complete a background investigation (Attachment "D"). Forms must be completed and returned prior to contract award by successful bidder.** Failure in either area may result in rejection of your ITB.
17. **Severability:** In the event any provisions of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Contract which shall remain in full force and effect and enforceable in accordance with its terms.
18. **Enforcement:** In the event either party incurs legal expenses or costs to enforce the terms of this Contract, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limiting, reasonable attorney's fees and costs.
19. **No Third Party Beneficiaries:** This Contract is for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

## SECTION II - GENERAL CONDITIONS

20. **Funding:** The obligation of BSO for payment to the bidder is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
21. **Manner of Performance:** Bidder agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Bidder agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidder agrees to furnish to BSO any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Bidder further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of bidder to comply with this paragraph shall constitute a material breach of this contract.
22. **Public Records:** The Broward Sheriff's Office is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response to the BID will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response to the BID. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed.
23. **Agreement/Contract:** Any Agreement or contract resulting from the acceptance of a bid shall be on forms either supplied by or approved by BSO and shall contain, as a minimum, applicable provisions of this Invitation to Bid. BSO reserves the right to reject any agreement, which does not conform to the BID, and any BSO requirements for agreements and contracts. BSO reserves the right to modify, add or delete language in any agreement.
24. **Assignment:** No assignment of this contract or the rights and obligations hereunder by CONTRACTOR shall be valid without the express written consent of BSO, which may be given or withheld, in BSO's sole discretion.
25. **Waiver or Breach:** It is agreed that no waiver or modification of the terms hereof or of any covenant, condition, or limitation contained in said terms shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the terms hereof, or the right or obligations of any party, unless such waiver or modification is in writing, and duly executed. The waiver by either party of a breach or violation of any provision of this Contract shall be construed as a modification of this contract and shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision of this Contract.
26. **Termination:** The Contract may be terminated upon the following events:
- 26.1 **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Contract may be terminated on the terms and dates stipulated therein.
- 26.2 **Termination Without Cause.** Either party shall have the right to terminate this Contract without cause by providing the other party with thirty (30) calendar days written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.
- 26.3 **Termination for Cause.** In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Contract immediately. Material breaches shall include but are not limited to, violations of Governing Standards, state or federal laws, BSO's policies and procedures, or the terms and conditions of this Contract.
- 26.4 **Termination for Lack of Funds.** In the event the funds to finance this Contract become unavailable or are not allocated by Broward County, BSO may provide CONTRACTOR with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new Contract in this event.
- 26.5 **Immediate Termination by BSO.** BSO, in his sole discretion, may terminate this contract immediately upon the occurrence of any of the following events:
- 26.5.1 Contractor's violation of the Public Records Act;

## SECTION II - GENERAL CONDITIONS

- 26.5.2 The insolvency, bankruptcy or receivership of CONTRACTOR;
- 26.5.3 Contractor's violation or non-compliance with NONDISCRIMINATION Section of this Bid; or
- 26.5.4 CONTRACTOR fails to maintain insurance in accordance with the INSURANCE Section of this Bid.
- 26.5.5 Neither the expected termination nor the expiration of this Contract shall relieve Proposer, its employees and independent contractors from their contractual duty and ethical obligation to provide or arrange for services under this Contract until the date of termination.

Notwithstanding any other provisions of this Contract, the CONTRACTOR'S duty to indemnify and defend BSO as set forth in this bid shall survive the termination or expiration of this Contract.

- 27. **Drug Free Workplace Certification by Contractor:** All bidders must complete the attached "Drug Free Workplace Certification by Contractor", and submit it with their bid. Failure to do so may result in rejection of your bid.
- 28. **Public Entity Crimes:** In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted Contractor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with BSO, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with BSO, and may not conduct business with BSO for a period of thirty six (36) months from the date of being placed on the convicted Contractor list. Violation of this section by CONTRACTOR shall result in termination of this Contract and may cause CONTRACTOR debarment.
- 29. **Governing Procedures:** This bid is governed by the applicable sections of the BSO Purchasing Procedures Manual. A copy of the manual is available for review at the BSO Purchasing Division.
- 30. **Identical Tie Bids:** If all bids received are for the same total or unit price, quality and service being equal, the contract or purchase will be awarded to a local responsible bidder. Local bidder is defined as a bidder whose business office is located within the South Florida tri-county region of Broward, Palm Beach, and Miami-Dade Counties. If there is a tie bid among local bidders or among non-local bidders, preference will be given to a certified minority business enterprise. If none of these conditions exist or there is more than one local and/or minority business enterprise, the Purchasing Manager will determine which bid will be selected, based upon the best interests of BSO.
- 31. **ACKNOWLEDGEMENT/REQUEST FOR INFORMATION AND/OR CLARIFICATION(S):** Each bidder shall examine and review this bid, indicating their understanding of each page by signing the "Acknowledgement Section", "Section IV". Requests for additional information or clarification regarding this ITB should be e-mailed to **rona\_sandler@sheriff.org** or may be faxed to (954)765-4006. No verbal requests for information or clarification shall be honored.
  - 31.1 The person submitting the request for additional information or clarification shall be responsible for its timely delivery. **Requests received less than five (5) calendar days prior to the deadline for submittal of this ITB might not be acknowledged.** Bidders are cautioned that any communication prior to award shall be limited to the designated representative of the Purchasing Division as stated above.
    - 31.1.1 A Cone of Silence has been imposed and is in effect throughout the entire process of this BID which must be maintained through notice of contract signing.
    - 31.1.2 A complete definition of the **Cone of Silence** is found on the website at [www.sheriff.org/purchasing](http://www.sheriff.org/purchasing) - click on **BSO Lobbyist Policy**.
  - 31.2 At its sole discretion, BSO may answer such inquiries by means of a written Information Letter or an addendum. In the event that an inquiry is made in which the explanation or clarification requires a substantial change to the specifications, a formal Addendum will be issued to all document holders. If any addenda are issued to this Invitation to Bid, BSO will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to visit the BSO website or contact the BSO at (954) 831-8170 to determine if addenda were issued and to make such addenda a part of their bid.

## SECTION II - GENERAL CONDITIONS

- 31.3** Explanations or clarifications, which do not require any revision to the specifications, will be issued in the form of an Information Letter. Information Letters do not need to be signed or returned with the proposal. **The BSO shall not be responsible for oral information given by any of the BSO employees or other persons.** The issuance of a written Information Letter or Addendum is the only official method whereby interpretation, clarification or additional information can be given.
- 31.4** **Addenda Acknowledgement:** The Bidder shall be required to acknowledge receipt of any formal addenda by signing the Addendum and including it with the Bid. Failure of a Bidder to include a signed formal addendum in its Bid shall deem its Bid non-responsive; provided, however, that BSO may waive this requirement in its best interest.
- 32.** **Statement of "No Bid":** If your firm chooses not to submit a bid, please complete and return the attached Statement of "No Bid" Form. Failure to respond by either submitting a bid or "No Bid" form after receiving three Invitations to Bids may result in your firm being removed from our Contractor's List.

**\* \* \*END OF SECTION II \* \* \***

## SECTION III

### **BID SPECIFICATIONS & GENERAL REQUIREMENTS**

1. **SCOPE/INTENT:** It is the intent of the BROWARD SHERIFF'S OFFICE to seek bids from qualified bidders to establish an open end agreement for providing and delivering **BOTTLED WATER AND RELATED SERVICES** to BSO. **The Broward Sheriff's Office will be using this water for drinking purposes. Bottled Water should conform to drinking water standards.**
2. **SPECIFICATIONS/REQUIREMENTS:** Respondent must be able to meet or exceed the specifications/requirements as follows:

#### **BOTTLED WATER AND RELATED SERVICES**

There are two groups to be awarded as follows:

**GROUP I – Bottled water, Dispensers, and Cone Cups**

**GROUP II – Filtration Systems**

**(additional filtration systems will only be added as a special request from a division where the water source is available)**

- A. **EQUIPMENT:** Hot/cold water units and Cold/cold water units are to include attached cup dispenser to comply with Cone Cups described in "B" below.
- B. **CONE CUPS:** Waxed cone cups for the coolers must fit supplied dispensers.
- C. **U/L APPROVED:** All power units are to be U/L approved
- D. **ENERGY STAR®:** Although not a requirement, water coolers that have earned the Energy Star® are preferred. Water coolers that have earned the ENERGY STAR help reduce energy bills and prevent greenhouse gas emissions by meeting strict energy efficiency guidelines set by the U.S. environmental Protection Agency and the U.S. Department of energy.
- E. **DEPOSITS:** Under no circumstances will the Broward Sheriff's Office be subject to deposits. Awarded Contractor will waive all deposits on all products and equipment.
- F. **DELIVERY/INSTALLATION:** All bottled water, cooler units and related supplies and equipment must be delivered (inside delivery) and installed at the location specified by using agency. See current delivery points Exhibit "A". The contractor must make delivery and complete installations within five (5) working days of receipt of the Purchase Orders and Change Orders.
  - After each installation and each delivery a signed receiver specifying the equipment and/or product with number of units delivered must be left at the delivery address.
- G. **INSIDE DELIVERY:** Inside delivery is defined as delivery to a specific stock room or office or any location other than the general receiving area. All deliveries for the Broward Sheriff's Office are inside deliveries. There shall be no additional delivery charges.
- H. **STAFFING/PERSONNEL:** There shall be sufficient staffing specifically assigned to the Broward Sheriff's Office account to support necessary delivery requirements. A Project Manager shall be assigned to the BSO account. Phone number, email, fax, and emergency phone of Project Manager shall be given to BSO upon award. All submittals must include (attached to the BID FORM) the Project Manager's resume' with a listing of previous project references, providing the project contact name, phone number, and email address. There shall be no Project Manager reassignment without the written consent of the Purchasing Manager/designee. BSO reserves the right to request removal and replacement of awarded vendor personnel assigned to this project.
- H. **REMOVAL OF BOTTLES:** During the life of the contract, all bottles will remain the property of the contractor. The contractor is responsible for the removal of all empty bottles. The contractor must remove empty bottles when delivery replacements arrive. The contractor must reuse removed bottles whenever possible.
- I. **SUBSTITUTIONS:** Once bid has been awarded there will be no substitutions of brands without review and

consent of the Purchasing Manager or his/her designee in writing to the contractor.

### **SECTION III - BID SPECIFICATIONS & GENERAL REQUIREMENTS**

- J. **TRANSITION PERIOD:** To be coordinated with contract manager, delivery address (using division), and awarded contractor. See “E” and “F” above for required delivery.
- K. **PLACING THE ORDER:** A Blanket Purchase Order will be created for each applicable fiscal year by each delivery address. The Blanket PO will identify the equipment to be installed and the amount of product to be delivered each month. The contractor will create a **delivery calendar** for the fiscal year which will be sent to all delivery sites. Changes to the original Blanket PO will be made by Change Order only and emailed or faxed by contract manager/designee to the contractor. In no case will the awarded contractor take an order from other than the contract manager/designee. Awarded contractor shall provide an email address and fax number for the placement of Purchase Orders and Change Orders. Should the process change vendors will be notified.
- L. **NEW MERCHANDISE:** Bidder guarantees items offered and delivered to be the current standard production at time of bid and shall offer expiration date of no less than one year. Bidder also guarantees items offered and delivered to be free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the Broward Sheriff's Office, for the manufacturer's standard warranty but in no case for a period of less than 12 months from date of acceptance.
- M. **SAMPLES AND SPECIFICATIONS ON EQUAL PRODUCTS:** BSO reserves the right to request a sample of the product being offered for evaluation and testing prior to acceptance and award of this bid. Samples must be marked clearly as specified. If requested, sample(s) must be delivered at no charge to BSO within five (5) business days of such request. Any unused portion of the samples can be returned at vendor's request and expense.
- N. **RANDOM TESTING:** The Broward Sheriff's Office reserves the right to test water delivered for compliance with federal and state regulations by an independent laboratory of BSO's choice at any time during the term of this agreement.
- O. **WATER SOURCE:** All plant procedures and testing should conform to IBW (Independent Bottled Water Association) regulations and standards. All Bottled water shall be bottled in accordance with all applicable state and federal regulations. Product literature should reflect the above standards. Any applicable certifications must be submitted and attached to the Bid Form.
- P. **PRODUCT INFORMATION:** Product literature, specifications, copy of laboratory testing reports, warranties/guaranties, and technical information including Manufacturer's Safety Data Sheets (MSDS) should be provided with this bid as an attachment to the “**BID FORM**”. However, in all cases must be provided within five (5) calendar days upon request from Purchasing Agent.
- Q. **REGISTER AS A VENDOR:** All vendors are requested to register at [www.sheriff.org/purchasing](http://www.sheriff.org/purchasing) to receive future solicitations automatically.
- R. **CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER – TERM CONTRACTS:**  
Refer to Section I, Article 5, Special Conditions

**NOTE: The quantities indicated on the bid form page 19 are our best estimate of annual usage and are not a commitment of volume. BSO makes no guarantee of actual quantities to be ordered, which may be more or less than the estimates stated. BSO reserves the right to add and delete product line items during the term of this contract and any renewal terms.**

**\*\*\*END OF SECTION III\*\*\***

**SECTION IV**

**BID PRICING FORM & ACKNOWLEDGEMENTS**

- 1. **BIDDER ACKNOWLEDGEMENT:** Bidder by virtue of submitting this bid acknowledges that they have read, understand, accept and will comply with all the terms, conditions and specifications of this BID and any addenda issued. Bidders shall thoroughly examine and be familiar with these specifications. The failure or omission of any Bidder to review this document shall in no way relieve any Bidder of obligations with respect to this BID. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this BID.

**IMPORTANT!!!**  
**THIS PAGE MUST BE SIGNED FOR BID TO BE CONSIDERED**  
**PER GENERAL CONDITIONS SECTION II**

The undersigned Bidder does declare that no other persons other than the Bidder herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making bid for the same article, and is in all respects fair and without collusion or fraud. The undersigned further declares that the specifications have been carefully examined and the Bidder is thoroughly familiar with its provisions and with the quality, type and grade of required materials. The undersigned further declares and proposes to furnish the articles called for within the specified time in this bid for the following price and guarantees that parts and services for the articles listed below are available within the State of Florida, to wit:

**Furthermore, I certify that I am duly authorized to sign this bid for the bidder.**

---

**Legal Name of Company**

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**Manual Signature of Company Officer**

---

**Date**

PRINT INFORMATION BELOW:

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**Name of Company Officer**

---

**Title of Company Officer**

**Please check one:**

**ORIGINAL**

**COPY**

**BID FORM**

**ITEM PRICING INFORMATION**

**BOTTLED WATER AND RELATED SERVICES**

**GROUP 1**

ITEM NO.	COMMODITY CODE No.	PRODUCT DESCRIPTION	PRICING EACH	EST YRLY QTY	EXTENSION
		<u>FILL IN # OF BOTTLES PER CASE</u>			
1.	9629410	<b>WATER (drinking)</b> – five (5) gallon plastic container for use with dispensers (one gallon being each for pricing)	\$	<b>14,000</b>	\$
		<b>ALTERNATE</b>			
2.	9629410	<b>WATER (spring)</b> – five (5) gallon plastic container for use with dispensers (one gallon being each for pricing)	\$	<b>1</b>	\$
		<b>ALTERNATE</b>			
2.	9629410	<b>WATER (distilled)</b> – five (5) gallon plastic container for use with dispensers (one gallon being each for pricing)	\$	<b>1</b>	\$
3.	9629403	<b>WATER</b> – One (1) gallon plastic container with pour top (one gallon being each for pricing)	\$	<b>1</b>	\$
4.	9629401	<b>WATER</b> – 1.5 liter bottles _____ bottles per case (case being each for pricing)	\$	<b>70</b>	\$
5.	9629404	<b>WATER</b> - .5 liter bottles _____ bottles per case (case being each for pricing)	\$	<b>8612</b>	\$
6.	9629480	<b>CUPS</b> – Cone Cups _____ per sleeve (sleeve being each for pricing)	\$	<b>244</b>	\$
			<b>MONTHLY RENTAL</b>		
6.	9629450	<b>DISPENSER</b> – Hot and Cold	\$	<b>119</b>	\$
7.	9629450	<b>DISPENSER</b> – Hot and Cold Counter Top	\$	<b>3</b>	\$
8.	9629451	<b>DISPENSER</b> – cold only	\$	<b>24</b>	\$
9.	9629452	<b>DISPENSER</b> – hot and cold with refrigerator	\$	<b>2</b>	\$
				<b>TOTAL</b>	\$

**GROUP II**

1.	9629461	FILTRATION SYSTEM COST PER MONTH	\$	12	\$
2.		FILTRATION SYSTEM INSTALLATION COSTS	\$		\$
3.		OTHER FEES AND RECURRING COSTS (list items on separate paper and attach to this form when submitting bid)	\$		\$
				<b>TOTAL</b>	\$

GROUP I - TOTAL FOR \_\_\_\_\_ ITEMSTOTAL BID PRICE SUBMITTED GROUPT I     \$ \_\_\_\_\_

GROUP II - TOTAL FOR \_\_\_\_\_ ITEMS     TOTAL BID PRICE SUBMITTED GROUPT II     \$ \_\_\_\_\_

BRAND OF WATER TO BE SUPPLIED \_\_\_\_\_ \*

Legal Company Name \_\_\_\_\_

BRAND OF FILTRATION SYSTEM \_\_\_\_\_ \*

\*Submit specifications – see Section III (P) for details on the submittal

ADDITIONAL PRODUCT LINE ITEMS \_\_\_\_\_ % DISCOUNT

DELIVERY TIME AFTER RECEIPT OF ORDER: SEE SPECIFICATIONS FOR DETAILS

ALL PRICES MUST BE FOB DESTINATION

QUANTITIES ARE AN ESTIMATE – THE AMOUNT OF GOODS PURCHASED UNDER THIS CONTRACT CANNOT BE GUARANTEED AND WILL BE CONTINGENT UPON AVAILABILITY OF FUNDING.

Legal Company Name \_\_\_\_\_

SECTION IV

BID PRICING FORM & ACKNOWLEDGEMENTS

NOTE: YOUR BID SUBMITTAL MUST INCLUDE TECHNICAL SPECIFICATIONS FOR THE ITEM (S) BID.

NAME & ADDRESS OF COMPANY SUBMITTING BID:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION # OR SOCIAL SECURITY # \_\_\_\_\_

COMPANY TELEPHONE NUMBER: ( ) \_\_\_\_\_ FAX #: ( ) \_\_\_\_\_

EMERGENCY 24 HR TELEPHONE: ( ) \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

SIGNER TELEPHONE NUMBER: ( ) \_\_\_\_\_ FAX #: ( ) \_\_\_\_\_

WWW. \_\_\_\_\_

1. **Acknowledgement of Addenda:**

Number of Addenda Issued \_\_\_\_\_

2. **Conflict of Interest:** For purposes of determining any possible conflict of interest, all Bidders must disclose if any BSO employee or family member (**that is in a position of authority, will be involved with the contract on a daily/monthly basis or will be involved in the contract administration**) is also an owner, corporate officer, or employee of their business.

Indicate either "yes" (A BSO employee or family member is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes \_\_\_\_\_ Name(s) and Position(s) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No \_\_\_\_\_

3. **Pending Litigation:** Submit information on any pending litigation and any judgments and settlements of court cases that have occurred within the last three years.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION IV - BID PRICING FORM & ACKNOWLEDGEMENTS (cont)**

4. **Debarments:** Submit any information on any debarments from doing business with a Governmental Agency that have occurred within the last three years.

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5. **Payment Terms:** PAYMENT WILL BE MADE WITHIN THIRTY (30) DAYS OF RECEIPT OF ACCURATE INVOICE. Advance payments will not be made.

**Remit name and address if different from above:**

\_\_\_\_\_  
Name of Company

Attn: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone:

\_\_\_\_\_  
Fax:

\_\_\_\_\_  
Email:

**\*\*\*\*\* END OF SECTION IV \*\*\***

**ATTACHMENT "A"**  
**AFFIDAVIT**

The undersigned vendor hereby certifies that the information provided below is accurate. Indicate which paragraph applies by affixing your initials next to paragraph 1 or paragraph 2.

\_\_\_\_ 1. None of the Contractor's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a felony or have action pending.

OR

\_\_\_\_ 2. The following Contractor's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a felony or have action pending. Note: Further documentation may be required.

1. \_\_\_\_\_  
Legal Name Driver's License Number (Attach copy)

\_\_\_\_\_  
Previous Names Used Title/Duties performed

2. \_\_\_\_\_  
Legal Name Driver's License Number (Attach copy)

\_\_\_\_\_  
Previous Names Used Title/Duties performed

3. \_\_\_\_\_  
Legal Name Driver's License Number (Attach copy)

\_\_\_\_\_  
Previous Names Used Title/Duties performed

Attach a supplemental sheet if needed and also have the additional sheet notarized.

**It is the contractor's responsibility to notify BSO during the term of the contract if additional names need to be added to the above affidavit due to conviction of a felony or have action pending. Verbal notification is required within 24 hours and written notification is required within three (3) BSO workdays. The notice shall include name and the position title of the employee and duties performed.**

**Contractor must maintain an environment that is safe and will not be harmful to the public or to B.S.O. employees.**

\_\_\_\_\_  
(Vendor Signature) (Company Name)

\_\_\_\_\_  
(Print Name) (Address)

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

by \_\_\_\_\_ as \_\_\_\_\_ (title)

of \_\_\_\_\_ known to me to be the person described herein, or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

My commission expires: \_\_\_\_\_





**ATTACHMENT "D"**

**BACKGROUND CHECK FORM**

**ITB #812023  
BOTTLED WATER AND RELATED SERVICES**

**Note: To be completed by successful Bidder upon request by BSO**

<b>Legal Name of Company</b>		<b>Contact Person's Name</b>	
<b>Corporate Address</b>		<b>Phone Number</b>	
<b>City, State, Zip Code</b>		<b>Cell Phone Number</b>	
<b>Local Address (in Florida)</b>		<b>Fax Number</b>	
<b>City, State, Zip Code</b>		<b>E-Mail Address</b>	

<b>Legal Name of Individual &amp; Title</b>	<b>Race</b>	<b>Date of Birth</b>	<b>Social Security #</b>	<b>Driver's License Number and State</b>	<b>Alias</b>

**Note: Attach copies of Driver's Licenses (Front and Back) and Social Security Card**

STATEMENT OF "NO BID" FORM

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**BID #812023**

**BOTTLED WATER AND RELATED SERVICES**

WE HAVE ELECTED NOT TO SUBMIT A BID DUE TO THE FOLLOWING REASON(S):

- INSUFFICIENT TIME TO RESPOND
- DO NOT OFFER THIS PRODUCT/SERVICE.
- UNABLE TO MEET SPECIFICATIONS
- UNABLE TO MEET SERVICE REQUIREMENTS
- WORKLOAD DOES NOT ALLOW US TO BID.
- SPECIFICATIONS UNCLEAR OR TOO RESTRICTIVE
- OTHER (PLEASE SPECIFY):  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE RETURN TO:**

BROWARD SHERIFF'S OFFICE  
PURCHASING DIVISION  
ATTN: **Rona M. Sandler, CPPB**  
BID #**812023**  
P.O. BOX 9507  
FORT LAUDERDALE, FL 33310

**EXHIBIT "A"**  
**DELIVERY ADDRESSES**

Page 1 of 3

Duplicate addresses have separate equipment

3201 W. HALLANDALE BEACH BLVD, 33023
100 W. DANIA BEACH BLVD., 33004
803 NW 1 ST DANIA BEACH 33004
200 TERMINAL DR, INTNL AIRPORT, 33315
2601 W. BROWARD BLVD, 5TH FL, 33312
200 NW. 27TH AVE, 2ND FL, 33312
4300 N.W. 36TH ST, 33319
200 N.W. 27TH AVE, 33312
201 SE 6TH ST RM 142 33301
7515 N.W. 88TH AVE, 33321
17300 ARVIDA PKWY, 33326
300 N.E. 2ND ST, 33441
580 S. POWERLINE RD 33441
100 S.W. 3RD ST, 33060
100 SW 3RD ST POMPANO BEACH 33060
100 SW 3RD ST POMPANO BEACH 33060
301 N.E. 38TH ST, 33334
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