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Purchasing Department

www.pbcgov.com/pur

**BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
BID #08-060/CB**

**SODIUM HYPOCHLORITE, PURCHASE AND DELIVERY
(VARIOUS LOCATIONS), TERM CONTRACT**

CONTRACT
COPY

BID OPENING DATE: MARCH 27, 2008 AT 2:00 P.M.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department (561) 616-6800.

It is requested that all bids be submitted in triplicate, one original and two copies.

BIDDERS SHALL SUBMIT, IN A SEALED PACKAGE OR CONTAINER, AT LEAST ONE ORIGINAL, SIGNED IN INK BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Call Bid Hotline number 795-8080 (from Palm Beach County), 425-7420 (from Broward County), or 655-4527 (from Dade County) or tune in to the Education and Government Television Cable Channel for a list of additional advertised "Invitations for Bid" and "Requests for Proposal". The Bid Hotline also provides updates on posted award recommendations. This same information, to include posted award information, is available on our web site www.pbcgov.com/pur.

Protests can be accepted only during the five (5) business day posting period.

CAUTION

Amendments to this Invitation for Bid will be automatically sent only to those vendors who received this document directly from Palm Beach County Purchasing Department.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid package not purchased directly from Palm Beach County Purchasing Department.

**In accordance with the provisions of ADA,
this document may be requested in an alternate format.**

**50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199
(561) 616-6800 FAX: (561) 616-6811**

BOARD OF COUNTY COMMISSIONERS
Palm Beach County
INVITATION FOR BID

BID NO: 08-060/CB **BID TITLE:** Sodium Hypochlorite, Purchase and Delivery (Various Locations), Term Contract

PURCHASING DEPARTMENT CONTACT: Cindy Brewer, Senior Buyer **TELEPHONE NO.:** 561-616-6814

FAX NO.: 561-242-6714 **EMAIL ADDRESS:** cbrewer@co.palm-beach.fl.us

All bid responses must be received on or before March 27, 2008, prior to 2:00 p.m., Palm Beach County local time, at which time all bids shall be publicly opened and read. **SUBMIT BID TO:** Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this invitation for bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response and, if required, will be provided to all prospective bidders, prior to bid opening. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this bid shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful

bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

- b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.
- d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Ordinance 2003-030, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County shall conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of vendors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. The bidder is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.
- e. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not

submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

- f. **NON-COLLUSION:** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, removal from the vendor bid list(s), and/or debarment or suspension from doing business with Palm Beach County.

- g. **LOBBYING:** Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners, or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication i.e., facsimile, e-mail or U.S. mail.

Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

- h. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

- i. **SUCCESSORS AND ASSIGNS:** The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

- j. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

- k. **PUBLIC RECORDS:** Any material submitted in response to this invitation for bid is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

- l. **INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the

resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.

- m. **LEGAL EXPENSES:** The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

3. BID SUBMISSION

- a. **SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided invitation for Bid "Response" Form. Bid responses on vendor letterhead/quotation forms shall not be accepted. Responses must be typewritten or written in ink, and must be signed in ink by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container, which should have the enclosed address label affixed and bearing the bid number.

- b. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to submit, prior to commencement of work, a current Occupational License for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Occupational license is required unless specifically exempted by law. In lieu of a Palm Beach County occupational license, the bidder should include the current occupational license issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

c. SBE BID DOCUMENT LANGUAGE

Item 1 - Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods and services to the County. To that end, the Board of County Commissioners established Ordinance No. 2002-064, which sets forth the County's requirements for the SBE program, and are incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

Item 2 - SBE Goals

The County has established a minimum goal of 15% SBE participation for all County solicitations. This goal is a minimum, and no rounding shall be accepted.

Item 3 - Ranking of Responsive Bidders

Bidders who meet the SBE goal shall be deemed to be responsive to the SBE requirement. When evaluating competitive bids of up to one million dollars (\$1,000,000) in which the apparent low bidder is determined to be non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement, or, in the event there are no bidders responsive to the SBE requirement, to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).

In cases where the low bid exceeds one million dollars (\$1,000,000), the contract shall be awarded to the low bidder responsive to the SBE requirements, or, in the event there are no bidders responsive to the SBE requirements, to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the low bid otherwise responsive to the bid requirements by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000).

Item 4 - Bid Submission Documentation

SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the work to be performed by their own workforce as well as the work to be performed by any SBE or MWBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce. Bidders are required to submit with their bid the appropriate SBE-MWBE schedules in order to be deemed responsive to the SBE requirements. SBE-MWBE documentation to be submitted is as follows:

Schedule 1 - List of Proposed SBE and MWBE Prime Subcontractors

This list shall contain the names of all SBE and MWBE subcontractors intended to be used in performance of the contract, if awarded. The type of work to be performed by each subcontractor and the dollar value or percentage shall also be specified. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

Schedule(s) 2 - Letter(s) of Intent to Perform as an SBE or MWBE Subcontractor

One Schedule 2 for each SBE and MWBE Subcontractor listed on Schedule 1 shall be completed and executed by the proposed SBE and MWBE Subcontractor. Additional copies may be made as needed.

Item 5 - SBE Certification

Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO SIXTY (60) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders contact the OSBA at (561) 616-6840 to verify certification.

Item 6 - Counting SBE Participation (and MWBE Participation for Tracking Purposes)

6.1 Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE.

6.2 The total dollar value of a contract with an eligible SBE may be counted toward the goal.

6.3 The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is

decertified or whose certification has expired after a contract award date or during the performance of the contract.

6.4 The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.

6.5 The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

6.6 The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters the goods before resale).

6.7 The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers that are not manufacturers.

6.8 The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors, provided that the Prime identifies the SBE subcontractors as second and third tier subs in their bid submittal.

Item 7 - Responsibilities After Contract Award

All bidders hereby assure that they shall meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 & 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-MWBE Activity Form (Schedule 3) and SBE-MWBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-MWBE Activity Form is to be filled out by the Prime Contractor and the SBE-MWBE Payment Certification Forms are to be executed by the SBE or MWBE firm to verify receipt of payment.

Item 8 - SBE Substitutions

After contract award, the successful bidder shall only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the OSBA.

Note: Where there is a conflict between the Local Preference Ordinance and the SBE Ordinance, the SBE Ordinance shall prevail.

- d. **LOCAL PREFERENCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to bidders who have a permanent place of business in Palm Beach County and who hold a valid occupational license issued by the County that authorizes the bidder to provide the goods or services to be purchased. Local preference means that if the lowest responsive, responsible bidder is a regional or non-local business, then all bids received from responsive, responsible local bidders are decreased by 5%. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference. To receive a local preference, a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation/Invitation for Bid. Prior to the County's issuance means the date that the Notice of Solicitation/Invitation for Bid was advertised in the Palm Beach Post. A permanent place of business means that the bidder's headquarters is located in Palm Beach County; or, the bidder has a permanent office or other site in Palm Beach County where the bidder will produce a substantial portion of the goods or services to be purchased. A valid occupational license issued by the Palm Beach County Tax Collector shall be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation/Invitation for Bid. A Palm

Beach County Occupational license is required unless specifically exempted by law. In lieu of a Palm Beach County occupational license, the bidder shall include the current occupational license issued to the bidder in the response. Please note that the bid submitted to Palm Beach County must be from an address located within Palm Beach County in order for local preference to apply. The bidder must submit the attached "Certification of Business Location" at the time of bid submission. Failure to submit this information shall cause the bidder to not receive a local preference. Palm Beach County may require a bidder to provide additional information for clarification purposes at any time prior to the award of the contract.

e. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.

f. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

g. **PRICING:**

- (1) Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
- (2) The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
- (3) Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening to allow for evaluation and award.
- (4) Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
- (5) In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE BIDDER PRIOR TO BID OPENING. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
- (6) Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

h. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid." If some items are to be offered at no charge, bidders should mark those items as "no charge." Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly. Bidders who do not wish to submit bids on any item in this solicitation, should return a "Statement of No Bid" in an envelope plainly marked with the bid number and marked "NO BID."

i. **ACCEPTANCE/REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

l. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority/preference during and after an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the County.

4. **BID OPENING/AWARD OF BID**

a. **OBSERVING THE PUBLISHED BID OPENING TIME:** The published bid opening time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid opening time. Any bid delivered after the precise time of bid opening shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, telegram, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid opening time.

b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review, at the Purchasing Department prior to final approval, and shall remain posted for a period of five (5) business days. Bidders desiring a copy of the bid posting summary may request same by enclosing a self-addressed, stamped envelope with their bid. (NOTE: As a service to bidders, the County provides an unofficial list of award postings on our web site at www.pbccgov.com/pur and on our bid hot-line, telephone 561-795-8080. These listings are updated weekly, normally on Friday, if any discrepancy between these listings and the official posting in the Purchasing Department, the latter shall prevail.)

c. **PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to 561/242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing

Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.

THIS IS THE END OF "GENERAL CONDITIONS."

5. CONTRACT ADMINISTRATION

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

- b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials.
- c. **PAYMENT:** Payment shall be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.
- d. **CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.
- e. **DEFAULT:** The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the successful bidder, the County may procure goods and/or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience."

- f. **TERMINATION FOR CONVENIENCE:** The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become

13. AS SPECIFIED

A term contract delivery order (DO) will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Palm Beach County will return, at the expense of the successful bidder, items not delivered as specified.

At the option of Palm Beach County, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Bidders shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

14. QUANTITY

The quantities shown are estimated. Palm Beach County reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Unless stipulated otherwise, Palm Beach County will accept NO minimum order requirements. Additionally, bidders are cautioned to bid in accordance with the unit specified on the bid response page.

15. RENEWAL OPTION WITH ESCALATOR

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month periods. Prices shall remain firm for the initial twelve (12) month period. The option for renewal shall only be exercised upon mutual written agreement with all original terms and conditions adhered to with no deviations.

At the beginning of each of the four (4) twelve (12) month option periods, the County will consider a single annual price adjustment to the unit price(s) based on the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI-U, All Items, Not Seasonally Adjusted (NSA)). The website is <http://www.bls.gov/cpi/home.htm>. At the County's sole discretion, this annual adjustment shall be calculated by using the appropriate annual percentage as provided by the Bureau of Labor Statistics not more than 120 days nor less than 30 days prior to the first day of the renewal term.

Any renewal including subsequent price adjustments shall be subject to the appropriation of funds by the Board of County Commissioners.

16. INFORMATION AND DESCRIPTIVE LITERATURE

Bidder **shall** enter the manufacturer and manufacturer part number on the bid response page, if required. Additionally, the bidder **shall** submit with their bid response, manufacturer cut sheets, sketches, descriptive literature and/or complete specifications for said item(s). Literature shall provide sufficient detail to verify compliance to bid specifications. **The failure of the descriptive literature to show that the item(s) offered conforms to the requirements of this solicitation shall result in the rejection of the bid.** Reference to literature submitted with a previous bid or literature which has been created by any entity other than the manufacturer will not satisfy this provision. The County reserves the sole right to determine acceptance of offered item(s).

17. WORK SITE SAFETY/SECURITY

The successful bidder shall at all times guard against damage or loss to the property of Palm Beach County, the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful bidder shall provide for the prompt removal of all debris from Palm Beach County property. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

18. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, Attention Buyer, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415. During the term of the Contract and prior to each subsequent renewal thereof, the successful bidder shall provide this evidence to the County prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Liability with Pollution Liability Endorsements. Successful Bidder shall agree to maintain Business Automobile Liability, including the MCS-90 Motor Carrier Act Endorsement and/or CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Business Auto, Motor Carrier and Truckers Coverage Forms Endorsement, at a minimum limit not less than \$500,000 per occurrence providing coverage for damages against such third-party liability, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of \$100,000, the County reserves the right, but not the obligation, to review and request a copy of the successful bidder's most recent annual report or audited financial statements. The policy shall be endorsed to include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents as additional Insured."

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your bid non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Further, said Certificate(s) shall endeavor to provide ten (10) days written notice to County prior to any adverse change, cancellation or non-renewal of coverage there under.

It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. Successful bidder shall agree to provide the County with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to County on a primary basis.

**SPECIFICATIONS
BID #08-060/CB**

**SODIUM HYPOCHLORITE, PURCHASE AND DELIVERY
(VARIOUS LOCATIONS), TERM CONTRACT**

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid is to establish a firm fixed price term contract for the purchase and delivery of Sodium Hypochlorite in bulk and less than tanker loads to various locations throughout Palm Beach County for the Palm Beach County Water Utilities Department.

TECHNICAL REQUIREMENTS:

Product specifications (as per AWWA Standard B300a-99, latest revision):

- Trade name: Hypochlorite Solution, Bleach
- Chemical formula: NaOCl
- Composition: 10% by weight, minimum
- Specific gravity: at 20C – 1.1 – 1.2
- Molecular weight: 74.5
- Appearance: Light-yellow to green clear liquid solution
- Solubility in water: Complete
- Freezing Temperature: minus 7C to minus 10C

SUCCESSFUL BIDDER'S RESPONSIBILITIES:

Shipments shall bear warning labels as specified by USDOT regulations.

Successful bidder's vehicle shall be equipped with a 2" Cam Lock Filler Nozzle for product dispensing (unload).

The delivery site(s) is located within a wellfield zone. Proper handling and delivery procedures shall comply with the Department of Environmental Resources Management (ERM) requirements.

Product shall be delivered in thoroughly cleaned tank trucks. Palm Beach County reserves the right to order in quantities less than a tanker load (LTL).

Product shall be delivered in bulk as follows:

Item #1 - Tanker load is 5,000 gallons.

Item #2 - Less than tanker load (LTL) quantity (less than 5,000 gallons).

SPECIAL CONDITIONS

6. GENERAL/SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

7. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

- A. List a minimum of three (3) references in which similar goods and/or services have been provided within the past three (3) years including scope of work, contact names, addresses, telephone numbers and dates of service. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.

8. AWARD (ITEM-BY-ITEM)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an item-by-item basis. The County reserves the right to reject bids which would result in an award which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than \$1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity.

9. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

10. F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

11. ADDITION/DELETION OF LOCATIONS

Palm Beach County reserves the right to add or delete locations(s) during the term of the contract at its sole discretion. Additional locations will be based on the unit price per gallon.

12. DELIVERY

Delivery shall be required within ten (10) calendar days after receipt of term contract delivery order (DO) unless a modified delivery date has been requested by the successful bidder and approved in writing by the Purchasing Department or the designated County representative. Failure of the successful bidder to perform to the delivery requirement is sufficient cause for default and termination of the contract.

DELIVERY LOCATIONS ARE AS FOLLOWS:**ESTIMATED USAGE****ITEM #1**

System #2 Water Treatment Plant 2956 Pinehurst Drive West Palm Beach, FL 33467	510,000 gallons
System #3 Water Treatment Plant 13026 Jog Road Delray Beach, FL 33446	360,000 gallons
South Region Wastewater Reclamation Facility (SRWRF) 12751 Hagen Ranch Road Boynton Beach, FL 33437	600,000 gallons
System #8 Water Treatment Plant 1500 Jog Road West Palm Beach, FL 33415	286,000 gallons
System #9 Water Treatment Plant 22438 SW 7 th Street Boca Raton, FL 33433	477,000 gallons
Lake Region 39700 Hooker Hwy Belle Glade, FL 33430	191,000 gallons
Water Treatment Plant #10 10930 Okeechobee Blvd Royal Palm Beach, FL 33411	141,000 gallons

ITEM #2

System #1 Water Treatment Plant 3421 Wilder Avenue West Palm Beach, FL 33406	6,000 gallons
Seminole Water Treatment Plant 5622 Seminole Pratt Whitney Road Loxahatchee, FL 33470	8,000 gallons
Pump Station #241 1915 North Haverhill Road West Palm Beach, FL 33417	10,000 gallons
Lift Stations (Addresses / directions will be provided at time of order)	10,000 gallons

**BID RESPONSE
 BID #08-060/CB**

**SODIUM HYPOCHLORITE, PURCHASE AND DELIVERY
 (VARIOUS LOCATIONS), TERM CONTRACT**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL OFFER
1.	Sodium Hypochlorite, (NaOC1, Bleach), as specified herein. TANKER LOAD Manufacturer offered: _____	Gallon	2,565,000	\$ _____	\$ _____
2.	Sodium Hypochlorite, (NaOC1, Bleach), as specified herein. LESS THAN TANKER LOAD (LTL) Manufacturer offered: _____	Gallon	34,000	\$ _____	\$ _____

Is Qualification of Bidders information included, per Term and Condition #7? YES _____ INITIAL _____

Is Information and Descriptive Literature included, per Term & Condition #16? YES _____ INITIAL _____

Does bidder clearly understand the Insurance requirement, per Term and Condition # 18? YES _____ INITIAL _____

<p>* PLEASE AFFIX SIGNATURE WHERE INDICATED (FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)</p> <p>By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.</p>	
<p>FIRM NAME: (Enter the entire legal name of the bidding entity) _____</p>	
<p>DATE: _____</p>	
<p>* SIGNATURE: _____</p>	<p>PRINT NAME: _____</p> <p>PRINT TITLE: _____</p>
<p>ADDRESS: _____</p>	
<p>CITY / STATE: _____ ZIP CODE: _____</p>	
<p>TELEPHONE # () _____</p> <p>TOLL FREE # () _____</p>	<p>E-MAIL: _____</p> <p>FAX #: () _____</p>
<p>APPLICABLE LICENSE(S) NUMBER # _____ TYPE: _____</p>	
<p>FEDERAL ID # _____</p>	

**STATEMENT OF NO BID
BID #08-060/CB**

**SODIUM HYPOCHLORITE, PURCHASE AND DELIVERY
(VARIOUS LOCATIONS), TERM CONTRACT**

If you are not bidding on this service/commodity, please complete and return this form to: Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the County of Palm Beach.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to bid on your Bid No. _____ for _____
(Service/Commodity)

because of the following reason(s):

- Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)
- Insufficient time to respond to the Invitation for Bid
- We do not offer this product or an equivalent
- Our product schedule would not permit us to perform
- Unable to meet specifications
- Unable to meet bond requirements
- Specifications unclear (explain below)
- Other (specify below)

REMARKS: _____

CERTIFICATION OF BUSINESS LOCATION
BID #: 08-060/CB

In accordance with the Palm Beach County Local Preference Ordinance, a preference shall be given to those bidders who have a permanent place of business in Palm Beach County ("County") and who hold a valid occupational license issued by the County that authorizes the bidder to provide the goods or services to be purchased. To receive a local preference, an interested bidder must have a permanent place of business in existence prior to the County's issuance of an invitation for bid. A valid occupational license issued by the County Tax Collector shall be used to verify that the bidder had a permanent place of business prior to the issuance of the invitation for bid. A Palm Beach County Occupational license is required unless specifically exempted by law. In lieu of a Palm Beach County occupational license, the bidder should include the current occupational license issued to the bidder in the response. The bidder must submit this Certification of Business Location at the time of bid submission. This Certification of Business Location is the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification shall cause the bidder to not receive a local preference. Please note that the bid submitted by the bidder to the County must be from an address located within Palm Beach County in order for local preference to apply.

I. Bidder is a:

Non-Local Business A non-local business is one that does not have a permanent place of business in Palm Beach, Martin, Broward, or Miami-Dade County.

Regional Business A regional business is one that has a permanent place of business in Martin, Broward, or Miami-Dade County.

(Please indicate):

- Martin County
- Broward County
- Miami - Dade County

Local Business A local business has a permanent place of business in Palm Beach County
(Please indicate):

- Headquarters located in Palm Beach County
- Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services to be purchased

****A post office box or location at a postal service center is not acceptable.**

II. The attached copy of bidder's Palm Beach County Occupational License verifies bidder's permanent place of business in Palm Beach County

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____
(Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct, that the bidder has a permanent place of business in Palm Beach County, and that the attached Palm Beach County Occupational License is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification is considered an unethical business practice and is grounds for sanctions against future County business with the bidder.

(Signature)

(Date)

**DRUG-FREE WORKPLACE CERTIFICATION
 BID #08-060/CB**

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
 (Individual's Name)

_____ of _____
 (Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

 Signature

 Date

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME SUBCONTRACTORS

BID NAME: _____ BID NO. _____

NAME OF PRIME BIDDER: _____ ADDRESS: _____

CONTACT PERSON: _____ PHONE NO: _____ FAX NO: _____

BID OPENING DATE: _____ DEPARTMENT: _____

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES

Name, Address and Phone Number	(Check one or both Categories)					Subcontract Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(Please use additional sheets if necessary)		Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Total Bid Price \$ _____ Total Value of SBE Participation \$ _____

NOTE: 1. The amount listed on this form for a Subcontractor must be supported by prices or percentage included on Schedule 2 or a proposal from each Subcontractor listed in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.

SCHEDULE 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONTRACTOR

BID NO. _____ BID NAME: _____

TO: _____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project
(Specify in detail, particular work items or parts thereof to be performed):

Line Item No.	Item Description	Qty/Units	Unit Price	Total Price

at the following price \$ _____
(Subcontractor's quote)

and shall enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: \$ _____

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders

(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: _____

**SCHEDULE 4
SBE-M/WBE PAYMENT CERTIFICATION**

This is to certify that _____ received
SBE or M/WBE Subcontractor

(Monthly) or (Final) payment of \$ _____ on _____

from _____ for labor and/or materials used on BID NO. _____
(Prime Contractor)

BID NAME: _____ BID #: _____

PRIME CONTRACTOR: _____

SBE OR M/WBE SUBCONTRACTOR: _____
(Company Name)

BY: _____
(Signature of Prime Contractor)

BY: _____
(Signature of Subcontractor)

(Print Name & Title of Person Executing on behalf
of Contractor)

(Print Name & Title of Person Executing on behalf of
Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20 _____

by _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR
Produced Identification _____ Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20 _____

by: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR
Produced Identification _____ Type of Identification Produced _____

DUE: To be submitted with Pay Request, immediately following any payment to the SBE-M/WBE from the Prime Contractor.