



**INVITATION FOR BID
IFB # 15-2920BLS
WATER & WASTEWATER TREATMENT CHEMICALS**

Manatee County, a political subdivision of the State of Florida, (hereinafter "County") will receive sealed bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida.

All clarification requests are to be directed to the contact person listed at the bottom of this page

DEADLINE FOR CLARIFICATION REQUESTS: **3:00 PM on January 8, 2016**
Reference Bid Article A.09

BID OPENING TIME AND DATE DUE: **3:00 PM on January 21, 2016**

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FOR INFORMATION CONTACT:

Bonnie Sietman, Sr. Buyer
(941) 749-3046

bonnie.sietman@mymanatee.org

Manatee County Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: 

SECTION A
INFORMATION TO BIDDERS

A.01 OPENING LOCATION

Sealed bids will be **publicly opened** at the **Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205** in the presence of County officials at the time and date stated, or soon thereafter. All bidders or their representatives are invited to attend the sealed bid opening.

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid **delivered to the Manatee County Purchasing Division** for receipt on or before the stated time and date. Bidder shall be solely and strictly responsible for its timely delivery to the Purchasing Division. Bids delayed by mail, courier, or bids delayed for any other reason, 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.

A.02 SEALED & MARKED

Bids shall be submitted in **duplicate, one original (marked Original) and one copy/copies (marked Copy)** of your **signed bid** shall be submitted in one **sealed package**, clearly marked on the outside **"Sealed Bid #15-2920BLS, Water & Wastewater Treatment Chemicals"** along with your company name.

For your convenience, a mailing label is provided with this Invitation for Bid or you may address the package as follows:

Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Sealed Bid #IFB 15-2920BLS,
Water & Wastewater Treatment Chemicals

All blank spaces on the bid form must be filled in as noted with amounts extended and totaled and no modifications shall be made in the wording of the forms or in the items thereupon. In the event an edit is made in your submittal, the bidder shall write its initials by the change. Any bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which in any manner fail to conform to the requirements of this IFB.

A bid made by an individual, either in his/her own or proper person or under a trade or firm name, shall be executed under the individual's signature. If made by a partnership, the bid shall be executed by two or more of the general partners. If made by a corporation, the bid shall be executed by its President or other legally authorized corporate officer or agent.

A.03 BID FORMS

Bids must be submitted on the provided forms, although additional pages may be attached. **Bidders must fully complete all pages of the Bid Forms. Bid Forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company. Bidders must fully comply with all requirements of this IFB in its entirety.** Failure to comply shall result in bidder being deemed nonresponsive.

A.04 MATHEMATICAL ERRORS

Bid Forms without imbedded mathematical formulas:

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the bid.

Bid Forms with imbedded mathematical formulas:

Interactive Bid Forms that contain mathematical formulas may be used for automating lengthy and complex bid forms. In the event these forms are used and a multiplication/extension error(s) is discovered, the unit price entered by the vendor shall prevail. The vendor shall assume the responsibility and accuracy of the information input in the bid form and therefore shall verify that the calculations are correct before submitting their bid.

Regardless of which type of bid form is used, all bids shall be reviewed mathematically and corrected by the Purchasing Division, if necessary, using these standards, prior to additional evaluation.

A.05 SECURING BID DOCUMENTS

IFB's and all documents issued pursuant to the IFB are available for download at no charge at mymanatee.org by clicking on "Bids and Proposals" on the left side of the home page. You may view and print these pdf files using Adobe Reader software.

Manatee County may also use DemandStar to distribute bids. Visit the DemandStar website at www.Demandstar.com for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Complete copies of the IFB and all related documents are available for public inspection at the Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, or by calling (941) 749-3014. Appointments are encouraged. Documents are available between the hours of 9:00 AM and 4:00 PM Monday through Friday, with the exception of holidays.

In addition, Manatee County informs the Manatee Chamber of Commerce of all active solicitations who then distributes the information to their members.

A.06 EXAMINATION OF BID DOCUMENTS AND SITE(S)

It is the responsibility of each bidder before submitting a bid to (a) examine all IFB documents thoroughly; (b) consider federal, state, and local codes, laws, and regulations which may affect costs, progress, performance, or furnishing of the work; (c) study and carefully correlate bidder's observations with the IFB documents; and (d) notify the County of all conflicts, errors, or discrepancies in the IFB documents prior to the deadline for clarification requests.

A.07 NON-EXCLUSIVE

Unless otherwise stated in this bid specification, any contracts resulting from this bid are nonexclusive. The County reserves the right, in its sole opinion, to purchase items listed in this bid through the State of Florida contracts, cooperatives, other current government contracts, and nonprofit contracts as provided in the Manatee County Purchasing Policy. The County reserves the rights to solicit separate bids for requirements that are a portion of a larger contract bid as a whole. Additionally at the County's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

A.08 MODIFICATION OF BID DOCUMENTS

If a bidder wishes to recommend changes to any portion of the IFB documents, the bidder shall furnish, in writing, data and information necessary to aid County in evaluating the request to modify the IFB documents. County is not obligated to make any changes to the IFB documents. Unless an addendum is issued, the IFB documents shall remain unaltered.

A.09 CLARIFICATION REQUESTS & ADDENDA

Each bidder shall examine all IFB documents and shall judge all matters relating to their adequacy and accuracy. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this IFB shall be made through the Manatee County Purchasing Division. County shall not be responsible for oral interpretations given by any County employee, representative, or others.

3:00 PM on January 8, 2016 shall be the deadline to submit to the Purchasing Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this IFB.

This deadline has been established to maintain fair treatment of all potential bidders, while maintaining progression of the work.

If any addenda are issued to this IFB, County will post the documents on the Purchasing Division's web page at <http://www.mymanatee.org/purchasing>, and then by clicking on "**Bids and Proposals**". If the original solicitation was broadcast via DemandStar, the addenda will also be broadcast on the DemandStar distribution system to "Planholders" on this web service.

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It shall be the **responsibility of each bidder, prior to submitting a bid**, to contact the Purchasing Division (see contact information on the cover page) to **determine if any addenda were issued** and to make such addenda a part of their bid.

A complete set of the IFB documents must be used in preparing bids. County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bid documents.

A.10 LOBBYING

After the issuance of any IFB, prospective bidders or their agents, representatives or persons acting at the request of such bidder shall not contact, communicate with or discuss any matter relating to the IFB with any officer, agent or employee of Manatee County other than the Purchasing Official or the contact identified on the first page of this IFB, pursuant to the Manatee County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an IFB and ends upon execution of the final agreement or when the IFB has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

A.11 UNBALANCED BIDDING PROHIBITED

County recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the County such variation does not appear to be justified, given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids will include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

In the event County determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop its bid. County reserves the right to reject as nonresponsive any presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.12 WITHDRAWAL OF BIDS

Bidders may withdraw bids as follows:

- a. Mistakes discovered before the public bid opening may be withdrawn by written notice from the bidder submitting the bid. This request must be received in the Purchasing Division prior to the time set for delivery and opening of the bids. A copy of the request shall be retained and the unopened bid returned to the bidder; or
- b. After the bids are opened or a selection has been determined, but before an agreement is signed, a bidder alleging a material mistake of fact may be permitted to withdraw their bid if:
 1. The mistake is clearly evident in the solicitation document; or
 2. Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw a bid must be in writing and approved by the Purchasing Official.

A.13 IRREVOCABLE OFFER

Any bid may be withdrawn up until the time and date set for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell to Manatee County the goods or services set forth in the attached IFB until one or more of the bids have been duly accepted by County.

A.14 BID EXPENSES

All expenses for submitting bids to the County are to be borne by the bidder.

A.15 RESERVED RIGHTS

County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of County. Any sole response received by the first submission date may or may not be rejected by County depending on available competition and current needs of County. For all items combined, the bid of the lowest, responsive, responsible bidder will be accepted, unless all bids are rejected.

The lowest, responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the IFB documents or otherwise required by County.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the IFB. **Bidders must fully comply with the IFB documents in their entirety.**

To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

A.16 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with the Manatee County Purchasing Division shall be in accordance with the Manatee County Purchasing Ordinance as amended.

A.17 SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

A.18 COLLUSION

By submitting a bid in response to this IFB, bidder certifies that it has not divulged, discussed or compared its bid with any other bidder, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor;
- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;

- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the resulting agreement to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure the resulting agreement upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.19 CODE OF ETHICS

With respect to this bid, if any bidder violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder will be disqualified from eligibility to perform services or provide the goods described in this IFB, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids to supply goods or services to Manatee County.

By submitting a bid, the bidder represents to County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a bidder is determined to have been untruthful in their bid or any related presentation, such bidder will be disqualified from eligibility to provide the goods and/or services described in this IFB, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids to supply goods or services to Manatee County.

A.20 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, as that term is defined in Section 287.133, Florida Statutes, may not submit a bid to provide any goods or services to a public entity; may not submit a bid 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 an agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Procurement Code prohibits the award of any bid to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable

grounds to believe the person or business entity will not conduct business in a responsible matter.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

A.21 CONTRACT

The agreement resulting from the acceptance of a bid shall be in the form of purchase order.

A.22 TERMINATION OF CONTRACT

Manatee County reserves the right to terminate any contract, at any time, with or without cause.

A.23 PURCHASING COOPERATIVE

It is the intent of this Invitation for Bid to include requirements and to obtain bids on behalf of Manatee County and reserve the right for the entities belonging to the Sarasota Bay Chapter of NIGP to obtain purchases from this bid proposal. This opportunity is also made available to any and all local, County, Public Educational Institutions, non-profits, and the State of Florida. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Manatee County will not be financially responsible for the purchase of other entities from this solicitation.

A.24 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the bid and not shown separately. The prices indicated on the Bid Form shall be the prices used in determining award.

A.25 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the bidder is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the bidder's normal tax liability.

The successful bidder shall be responsible for the payment of taxes of any kind and character, including, but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and materials furnished under the award in accordance with the laws and regulations of the place of the project which are applicable

during the performance of the work. Nothing herein shall affect the bidder's normal tax liability.

A.26 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the IFB documents, all equipment, materials and articles provided shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the IFB documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

A.27 DELIVERY

Unless otherwise specified, all prices are to be FOB Destination.

A.28 AUTHORIZED PRODUCT REPRESENTATION

The bidder, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to do so may, in the County's sole discretion, be deemed a material breach of the resulting agreement and shall constitute grounds for County's immediate termination of the resulting agreement.

A.29 ROYALTIES AND PATENTS

The successful bidder shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Successful bidder shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save County harmless from loss on account thereof, including costs and attorney's fees.

A.30 AMERICANS WITH DISABILITIES ACT

County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring **reasonable accommodation** for an Information Conference or Bid Opening should contact the person named on the cover page of this IFB document at least twenty-four (24) hours in advance of either activity.

A.31 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, County hereby notifies all bidders that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this IFB and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of bid award.

A.32 MINORITY BUSINESS ENTERPRISE / DISADVANTAGED BUSINESS ENTERPRISE

The State of Florida Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/DBE firms. Additional information can be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

A.33 SUBCONTRACTORS

The successful bidder will obtain prior written approval from the County for any subcontractor(s) and the work they will perform. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the successful bidder.

Bidders subcontracting any portion of the work shall include a list of subcontractors along with their bid. The list shall include: name and address of subcontractor, type of work to be performed and the percent of the contract amount to be subcontracted.

Prior to the employment of any person under this contract, the successful bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the successful bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful bidder to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this IFB, the successful bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

If County has reasonable objection to any subcontractor, the County may request the successful bidder to submit an acceptable substitute without an increase in contract sum or contract time.

If successful bidder declines to make any such substitution, the County may award the resulting agreement to the next lowest qualified bidder that proposes to use acceptable subcontractors, who County does not make written objection to. In the event the successful bidder declines to make any such substitution post award, the County may exercise its right to terminate the agreement.

The successful bidder shall maintain sole responsibility for the actions of its employees and subcontractors. New employees brought in after contract award shall follow the same requirement stated above for the life of the contract.

A.34 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this IFB become public records, and shall be subject to public disclosure requirements pursuant to Florida Statute, Chapter 119.

Bids become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No review or analysis of the bid shall be conducted at the public bid opening.

Based on the above, County will receive bids at the time and date stated and will make public at the opening the names of the business entities which submitted a bid and any amount presented as a total offer without any verification of the mathematics or the completeness of the bid.

If the County rejects all bids and concurrently notices its intent to reissue the solicitation, the rejected bids are exempt from public disclosure until such time as County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A bid is not exempt for longer than twelve (12) months after the initial notice rejecting all bids.

In any agreement entered into by the County wherein the successful bidder is acting on behalf of the County, the successful bidder is required to comply with Florida Statute, Section 119.0701 which requires keeping, maintaining and disclosing public records.

A.35 LOCAL PREFERENCE

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services, and which certifies within its bid that for at least six (6) months prior to the announcement of the Invitation For Bid it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location.

Local preference shall not apply to the following categories of agreements:

1. Purchases or agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions governing the funds prohibit the preference.
2. Any bid announcement which specifically provides that local preference, as set forth in this section, is suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.

3. For a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

To qualify for local preference under this section, a **local business must provide certification to County** by completing an “**Affidavit as to Local Business**” form which is available for download at www.mymanatee.org/vendor. Click on “Affidavit for Local Business” to access and print the form. Complete, notarize, and mail the notarized original to: Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

It is the responsibility of the bidder to ensure accuracy of the affidavit and notify County of any changes affecting same.

A.36 **VENDOR REGISTRATION**

Registering your business will provide Manatee County a sourcing opportunity to identify supplies of goods and services, plus identify local businesses.

You may register online at www.mymanatee.org/vendor. If you need any assistance, please call (941) 749-3014, Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding holidays, and the Purchasing Division can assist you as needed.

Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notification of quotation, bid and proposal opportunities to your business.

A.37 **ENVIRONMENTAL SUSTAINABILITY**

All bidders are encouraged to use as many environmentally preferable "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment.

Bidders shall acknowledge whether or not their organization has an environmental sustainability initiative by checking the appropriate box on the bid form. In addition, the bidder shall submit a summary of their environmental sustainability initiative along with their bid. This information will be used as a determining factor in the award decision when all other evaluative factors, including local preference policies are otherwise equal.

A.38 **ePAYABLES**

Manatee County Board of County Commissioners and the Manatee County Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards.

The Clerk of the Circuit Court will issue a unique credit card number to vendor after goods are delivered or services rendered, vendors submit invoices to the remit to

address on the purchase order. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

If you are interested in participating in this program, please complete the ePayables Application attached herein and return the completed form via email to Ms. Lori Bryan, Supervisor at lori.bryan@manateeclerk.com.

A.39 FUNDING

This bid is subject to the appropriation of funds in an amount sufficient to allow continuation of the County's performance in accordance with the terms and conditions of this bid. The county shall provide prompt written notice to the vendor that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this bid, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to the bid.

A.40 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER – TERM CONTRACTS

It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Manatee County shall require a "first priority" basis for services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to provide services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all services required during an emergency situation. Contractor shall furnish a twenty-four (24) hours phone number in the event of such an emergency.

A.41 PRECEDENCE

Statements contained in the Scope of Work or Bid Summary section of this Invitation for bid, which vary from the information contained in this section A, Information to Bidders, shall have precedence.

END OF SECTION A

SECTION B
BASIS OF AWARD

B.01 **BASIS OF AWARD**

The County intends the awards shall be made to the lowest responsive, responsible Bidder(s) by line item. Bidder(s) are not required to bid on every item to be considered responsive. The agreement(s) resulting from the acceptance of a bid shall be made by issuing a blanket purchase order(s) on an "as required" basis and be bound by the terms and conditions of the purchase order and the specifications of this Invitation for Bid.

The County reserves the right to place orders with other Bidder(s) in the event of an urgent, immediate need and the availability of the products requested cannot be met by the lowest price Bidder(s) at the time of need.

Whenever two or more bids are equal with respect to price, quality and service, the bid received from a local business shall be given preference in award. Whenever two or more bids which are equal with respect to price, quality and service are received, and both bids or neither of these bids are received from a local business, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.

END OF SECTION B

SECTION C
GENERAL TERMS AND CONDITIONS

C.01 AGREEMENT FORMS

The agreement(s) resulting from the acceptance of a bid shall be in the form of a blanket purchase order(s). Release order(s) shall be issued on an "as required" basis.

C.02 ASSIGNMENT OF AGREEMENT

Successful Bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of any resulting Agreement or of rights, title, or interest therein, or power to execute such agreement, or to assign any monies due or to become due thereunder to any other person, firm or corporation unless first obtaining the written consent of the County.

Subcontractors shall be bound by the terms and conditions of this agreement insofar as it applies to their services, but this shall not relieve the Successful Bidder(s) from the full responsibility of the County for the proper execution of all services to be performed under this agreement. No subcontracting shall be allowed without the prior written approval of the County.

C.03 CANCELLATION

If the Successful Bidder(s) persistently fails to perform in accordance with the agreement, the County reserves the right to terminate the agreement and select the next qualified bidder or re-advertise this procurement in part or in whole. The County reserves the right to cancel all or any undelivered or unexecuted portion of this agreement with or without cause.

C.04 INDEMNIFICATION

The Successful Bidder(s) covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

C.06 QUALITY GUARANTEE

If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, the Successful Bidder(s) shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the Successful Bidder(s) shall refund to Manatee County any money which has been paid for same and shall be responsible for attorney fees in the event the Successful Bidder(s) defaults and court action is required.

END OF SECTION C

SECTION D
INSURANCE REQUIREMENTS

D.01 INSURANCE

The Successful Bidder(s) shall not commence services under an agreement until the Successful Bidder(s) has obtained all insurance required by the County as follows. The Successful Bidder(s) shall obtain, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employers' Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the agreement documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage for the coverage required by the agreement documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

<u>\$100,000</u>	(Each Accident)
<u>\$500,000</u>	(Disease-Policy Limit)
<u>\$100,000</u>	(Disease-Each Employee)

b. Commercial General Liability

The limits are to be applicable only to service performed under this agreement and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability Policy with the following minimum limits.

General Aggregate:	<u>\$1,000,000</u>
Products/Completed Operations Aggregate	<u>\$2,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence	<u>\$1,000,000</u>
Fire Damage (Any One Fire)	<u>\$1,000,000</u>
Medical Expense (Any One Person)	<u>\$1,000,000</u>

c. Business Auto Policy

Each Occurrence Bodily Injury and Property	
Property Damage Liability Combined	<u>\$ 500,000</u>
Annual Aggregate (If Applicable)	<u>\$1,000,000</u>

d. County Protective Liability Coverage

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the Successful Bidder(s) shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the County and the County officials, officers, agents and employees and only to claims arising out of or in connection with the services performed under this Agreement.

- e. Property Insurance
If this Agreement includes construction of or additions to above ground buildings or structures, Successful Bidder(s) shall provide **"Builder's Risk"** insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).
- f. Installation Floater
If this Agreement does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, Successful Bidder(s) shall provide an **"Installation Floater"** with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).
- g. Certifications of Insurance and Copies of Policies
Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the Purchasing Official before purchase orders will be issued. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the quote number, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, including coverage for all products and services completed under this agreement.

ADDITIONAL INSURED:

Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on all policies.

If the initial insurance is due to expire prior to the end of the term of the Agreement, renewal certificates of insurance and required copies of policies shall be furnished by the Successful Bidder(s) and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the County in connection with any claim against the Successful Bidder(s) for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Successful Bidder(s) or Successful Bidder(s)'s sureties to the County or to any workers, suppliers, material men or employees in relation to this Agreement.

- h. In order for the certificate of insurance to be properly received, it must comply with the following:
1. The certificate holder shall be:
Manatee County Board of Commissioners, a political subdivision of the State of Florida
P.O. Box 1000
Bradenton, FL 34206-1000
 2. Certificate shall be mailed to:
Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attention: Bonnie Sietman, Sr. Buyer
Reference: IFB #15-2920BLS

END OF SECTION D

SECTION E
SPECIFIC TERMS & CONDITIONS

E.01 PURPOSE

It is the intent of Manatee County to establish an initial agreement to procure, on an “**as required**” basis, Water and Wastewater Treatment Chemicals for delivery to various locations within Manatee County (see pages 11 & 12). It is the specific purpose of this bid to establish annual agreements for the required materials in order to secure the cost and availability.

E.02 BLANKET ORDERS

Blanket Purchase Order(s) shall be issued as a result of this bid. A written Blanket Purchase Order, when accompanied by a valid Release Order number provided by an authorized County department, shall authorize products/services on an “**as required**” basis.

To ensure efficiency in payment vendor is advised to indicate on each invoice the Blanket Purchase Order number followed by a valid Release Order number.

E.03 QUANTITIES

The exact quantities of the required services / product cannot be determined at this time, however, approximated past annual usage is indicated on the Bid Form. This bid award may result in similar quantities of purchases; however, this is not guaranteed. Release Orders shall be issued on an “**as required**” basis; and may include same or all items specified in this bid. (Note: The quantities shown on the Bid Form are estimates only. There is no guarantee that these quantities shall be released).

E.04 DELIVERY

All deliveries to the Wastewater Plants shall be made between the hours of 8:00 A.M. and 3:00 P.M., Monday through Friday, including holidays. Weekend deliveries may be needed on an “as required” basis.

All deliveries to the Water Treatment Plant (WTP) shall be pre-arranged between the Successful Bidder(s) and the WTP representative. Holiday and weekend deliveries may be needed as product use or circumstances require. Failure to respond within the time specified may result in materials being ordered from and delivered by others and/or termination of award.

Large shipments, i.e., truckloads requiring material handling equipment, shall be preceded by no less than a 24 hour notice.

Bidder(s) shall provide a separate delivery ticket for each delivery, which indicates the quantity of material(s) delivered, and obtain authorized County signature. At least one copy of the delivery ticket shall be left with County employee for each delivery.

E.05 FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God.

E.06 PAYMENT

Payment shall be made in accordance with the Prompt Payment Act after complete delivery by the Successful Bidder(s), acceptance by the County, and presentation of an appropriate invoice. Invoices shall indicate both the Blanket Purchase Order number and the Release Order number.

E.07 REGULATORY COMPLIANCE

Successful Bidder(s) shall assure compliance with any OSHA, EPA, and/or federal, state, and local rules, regulations. Any conflicts between the specifications and code shall be brought to the attention of the County's representative and resolved before the services is continued.

E.08 CONTRACT TERM

Bidder(s) shall bid unit prices, F.O.B. Destination, including all discounts in accordance with unit of quantity indicated on Bid Form. The prices bid shall be used for payment and shall be deemed to include payment in full for all transportation, labor, fuel, pallets, drum deposit/exchange program and any additional equipment used in delivering all products to the point of delivery.

The County reserves the right to terminate an agreement by giving 30 days written notice of intention to terminate if at any time the Successful Bidder(s) fails to abide by or fulfill any of the terms and conditions of the agreement including on time delivery. The County also reserves the right to terminate this agreement for the convenience of the County, with or without cause.

Written notice of intention not to renew shall be submitted by the Successful Bidder(s) 90 days prior to the end of an agreement period.

E.09 PRICE & ADJUSTMENTS

Prices shall remain firm for the first fifteen month term of the agreement. If not cancelled by the Bidder(s) or the County, the awarded Blanket Purchase Order(s) shall be automatically renewed beyond the first fifteen (15) month agreement for two (2) additional 12-month periods, not to exceed thirty-nine (39) months provided there are no changes in prices, terms, or conditions.

Requested price changes for the two (2) additional 12-month periods may be approved upon review by the Purchasing Division if properly justified. Documentation shall be submitted to the Purchasing Division for review. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to refuse the proposed increase, terminate the agreement with the Successful Bidder(s), select a second Bidder(s), or re-advertise.

E.10 SECURITY

All employees of the Successful Bidder(s) shall at all times provide their current driver's license upon request and provide a bill of lading at point of entry for each County facility delivery.

E.11 WARRANTY, MAINTENANCE SERVICE AND SUPPORT

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, the Successful Bidder(s) shall pick up the product from the County at no expense to the County.

If the Successful Bidder(s) cannot meet the delivery requirements for any of the items specified herein, the County reserves the right to procure the product from the next lowest responsive, responsible bidder or to solicit new pricing.

E.12 MATERIAL/SAFETY DATA SHEET

It shall be the responsibility of the Successful Bidder(s) to submit, upon notification of award, a Material Safety Data Sheet (MSDS) for all toxic substances in accordance with Florida Statutes Chapter 442, The Right To Know Law, which mandates on-site MSDS for all toxic substances appearing in the work place.

Successful Bidder(s) shall be required to give all necessary notices, obtain all permits and inspections, and pay all costs in connection with the services.

E.13 QUALIFICATIONS OF BIDDER

For consideration of award, each Bidder that delivers hazardous material shall have a HAZMAT license from DOT for hazardous materials handling/transport, and shall comply with all DOT HAZMAT regulations in 49CFR, Parts 100-185. **Bidder(s) shall submit a copy of their HAZMAT license with their bid, if applicable.**

After award, Successful Bidder(s) shall notify Manatee County in writing within forty eight (48) hours of receiving any notice of violation during the agreement period. Depending on the severity of the violation, Manatee County shall reserve their right to utilize the cancellation clause as outlined in Article C.03 of this bid.

E.14 CONDITIONS FOR FIRST PRIORITY SERVICE

Successful Bidder(s) agrees that in Conditions when a local emergency has been declared by the County **OR** chemicals are subject to allocations based on regional or national supply, that Manatee County shall be granted a "first priority" basis for goods and services.

Successful Bidder(s) shall furnish the County with a twenty-four (24) hour, seven days a week phone number(s) and contact name upon award of this agreement.

END OF SECTION E

SECTION F **MINIMUM TECHNICAL SPECIFICATIONS**

(Note: Specifications are in accordance with latest revision of American Water Works Association Standards unless otherwise stated. Compliance and proof of compliance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals- Health Effects, is required for chemicals used at the Water Treatment Facility.)

CORROSION INHIBITOR - The following chemical specifications are for a chemical intended for use as a corrosion inhibitor in a potable water supply system. Four (4) products have demonstrated their effectiveness in this application and are as follows:

Calgon - C-8, Corrosion Inhibitor
Shannon Chemical Corp. - Shan-No-Corr
Technical Products Corp. - Virchem 937
Sterling Water Tech. – CP767D

Bidder(s) may bid any equivalent provided they meet or exceed the following specifications. If providing an equivalent product, verifiable technical equivalency data sheets shall be included in your bid package.

1. ZINC-METAPHOSPHATE:

Scope: The following specifications cover a granular zinc-metaphosphate mixture for use in treatment of a municipal water supply for corrosion inhibition. These specifications cover general conditions, material specifications, packing, marking, sampling, shipping and testing.

General Conditions: Shipment shall be received by truck, with maximum protection from the weather. Specified shipment shall be 40,000 pounds, and shall be palletized (see part C). Larger shipment size may be bid and may be awarded after storage costs are analyzed.

A chemical assay shall be provided with each shipment and shall contain at minimum the batch #, %P₂O₅, and zinc as ZnO.

Affidavit of Compliance: All Bidder(s) are required to furnish an affidavit (with their bid) that the product to be furnished under the County's order complies with all applicable requirements of these specifications.

Definition: Granular zinc-metaphosphate, as covered by this specification is produced by combining sodium hexametaphosphate with zinc salt. This combination produces a product, which exhibits accelerated film formation on metal surfaces over that obtained using plain sodium phosphate product.

Impurities: The materials supplied under this specification shall not contain soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects upon public health or water quality.

Approval: Material supplied shall be approved for use in potable water supplies at concentrations up to 5 ppm.

Physical Requirements: The material shall be clean, free from lumps or extraneous materials and uniform in composition. The material shall be in free-flowing condition when packages are opened on receipt of shipment.

Material shall be furnished in a granular (coarse) form, crushed or ground, 90 percent finer than US Standard Sieve Series No.4 sieve and 95 percent larger than US Standard Sieve No. 20 sieve.

Solubility: Minimum solubility shall be 1 lb. per gallon at 40°F.

Chemical Requirements: Zinc-metaphosphate shall contain not less than 47% phosphorous pentoxide (P₂O₅) on an ignited basis.

Zinc content shall not be less than 8% as ZnO.

Sodium content as Na₂O shall not be less than 25%.

Packing: Zinc-metaphosphate shall be shipped in moisture proof multi-wall bags each containing 50 pounds net weight of the material. Broken bags shall not be accepted.

The net weight of packages shall not deviate from the recorded weight by more than 1.5% plus or minus. If exception is taken to the weight of material received, it shall be based on a certified unit weight of not less than 10% of the packages shipped, selected at random from the entire shipment.

Marking: Each shipment of material shall be properly identified. Each package shall have marked legibly thereon the net weight of the contents, the name of the manufacturer, name of material, and the brand name.

Shipping: Shipment size shall be 40,000 pounds of material maximum and shall be delivered in a closed truck offering maximum protection from the weather.

Shipment shall be palletized, wood slates on each side of frame, maximum of 2,000 pounds per pallet.

Maximum delivery time shall be 30 days after receiving verbal or written order.

The County shall be notified one day in advance of receiving shipment.

Testing Methods

Phosphorous Pentoxide (P₂O₅) Content: Phosphorous Pentoxide Content shall be determined using analytical procedures set forth in AWWA Standard B502-11 for sodium hexametaphosphate

Zinc Content as ZnO - Reserved

Sodium Content as Na₂O: Sodium oxide content shall be determined by methods in accordance with latest edition of Standard Methods for Examination of Water and Wastewater, published by APHA, AWWA, and WPCF, or other methods consistent therewith.

Solubility and Insolubles: Solubility and insolubles shall be determined by analytical procedures set forth in AWWA Standard B502-05 for sodium hexametaphosphate.

DISINFECTANTS - The following chemical specifications are for chemicals intended for use as disinfectants in both municipal water and waste water treatment.

2. SODIUM HYPOCHLORITE

Successful Bidder(s) shall furnish liquid sodium hypochlorite (**12.5 Percent Available Chlorine by Volume**) FOB destination in accordance with the American Water Works Association's (AWWA) Standard **B300-10** for hypochlorite, except as modified or supplemented herein.

Bidder Qualification - Each Bidder shall submit a one (1) gallon "chilled" sample of sodium hypochlorite to one of the approved testing laboratories listed in this Specification for analysis. The laboratory shall ascertain whether the Bidder's product is in compliance with this Specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by Bidder(s). A Bidder may submit a sample test data sheet if testing was completed within sixty (60) days of the due date of this IFB.

Failure to submit a sample or meet the requirements of the Specification shall result in Bidder(s) being disqualified from bidding on this product. Results of testing shall be submitted with your bid.

Material Specification: - Hypochlorite shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

It is the responsibility of the Bidder(s) to inform the County that NSF certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of this item from the agreement.

Hypochlorite shall have a minimum of 120 Grams Per Liter (GPL) available chlorine equivalent to 10.8 percent sodium hypochlorite by weight. Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment.

Hypochlorite shall have a minimum of 0.08 percent by weight **excess** sodium hydroxide and a maximum of 0.4 weight percent sodium hydroxide.

Hypochlorite delivered under this agreement shall meet the following containment concentration limits:

Iron	<0.5 mg/L
Copper	<0.05 mg/L
Nickel	<0.05 mg/L
Chlorate	<3,000 mg/L

The suspended solids in the sodium hypochlorite delivered under this agreement shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the "*Suspended Solids Quality Test for Bleach Using the Vacuum Filtration*" Method developed by Novatek and referenced under the Sampling and Testing Prior to Unloading section later in this Specification.

Delivery Requirements - Bidder(s) shall make deliveries within two (2) working days after receipt of order. The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the product. The Successful Bidder(s) shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of bidder delivery personnel in the proper performance of their duties. Proper performance shall require bidder delivery personnel's constant inspection and observation of unloading operations and knowledgeable and efficient response to problems or emergencies, which would most commonly be expected to occur. The County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

The tanks or trailers shall be clean and free of residue that may contaminate the Bidder(s)'s product or impede the unloading process. It is the Successful Bidder(s)'s responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Bidder(s) and shall be clean and free from contaminating material. The Bidder(s) shall furnish an inspected and approved, leak-free connection device between the trailer and the Bidder(s)'s intake receptacle to the County. The Bidder(s) shall observe the entire filling operation at each delivery site and shall immediately report any spill caused during the filling operations. The Bidder(s) shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, the County may hire a certified hazardous material handling company to clean up the spill and the cost of such service shall be charged to the Bidder(s) and deducted from the amount due to the Bidder(s). If the County's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Bidder(s) or its subcontractor, the Bidder(s) shall be relieved of cleanup of the spill.

Delivery Locations

1. Southwest Regional Wastewater Treatment Plant, 5101 65th St. West, Bradenton, FL 34210. Purchaser owns three (3), 6,200 gallon storage tanks. Approximate delivery requirement: 6,200 gallons every two (2) calendar days.
2. Southeast Regional Wastewater Treatment Plant, 3331 Lena Road, Bradenton, FL 34202. Purchaser owns two (2) 5400 gallon and one (1) 4400 gallon storage tanks, approximate delivery requirement 3000 gallons every two (2) calendar days.
3. North Regional Wastewater Treatment Plant, 8500 69th St. East, Palmetto, FL 34221. County owns two (2) 6000 gallon storage tanks. Approximate delivery requirement 2000 gallons every two (2) calendar days.
4. Water Treatment Plant, 17915 Waterline Road, Bradenton, FL 34212. Purchaser owns two (2) 20,000 gallon storage tanks. Approximate usage: 1,000,000 gallons annually. Approximate delivery requirement is 3500 gallons per day.
5. In an emergency the Successful Bidder shall be able to deliver product within 24 hours of verbal or written release order.

Sampling and Testing Prior to Unloading: Sampling and testing shall be in accordance with EPA and AWWA B300-04 standards and in accordance with the documents titled. *"The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach"* and *"Suspended Solids Quality Test for Bleach Using Vacuum Filtration"*, distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>.

At the sole discretion of the County, the Successful Bidder(s) delivery personnel driver may be asked to collect a sample of hypochlorite before the shipment is unloaded. In this case, the County shall supply the sample container and the driver shall collect the sample from the tank truck and turn it over to the County. The sample shall be considered representative of the lot.

The County reserves the right to subject samples of the hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by the County that fails to comply with the specifications shall constitute grounds for rejection of that lot.

No payment shall be made for hypochlorite that is rejected. The Successful Bidder(s) or its subcontractors shall allow 45 minutes for this testing to be completed. If testing cannot be completed within the 45-minute period, the County shall allow the Awarded Bidder to unload the shipment.

Sampling and Test of Shipment After Unloading: The County reserves the right to subject samples of the hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-04 specifications, and the supplemental specifications included with this document. More than three instances of failure in complying with these specifications and depending on severity of these failures as determined solely by the County shall constitute grounds for cancellation of this item from the agreement.

Manufacturer's Laboratory Reports - Delivery Reports: A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the County. The report shall contain the following data:

- Date and Time of Manufacture
- Percent by Weight - Sodium Hypochlorite; Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

No deliveries shall be accepted by the County unless accompanied by said certified laboratory report for the specific batch of sodium hypochlorite delivered showing the above data in that it conforms to the required specifications.

Quarterly Reports: At the start of the agreement and every 90 days at the County's discretion, the Successful Bidder shall utilize an outside testing agency acceptable to both the County and the Successful Bidder to analyze a sample of the sodium hypochlorite delivered to the County. The Successful Bidder shall supply the sample container and the driver shall collect the sample from the tank truck. This sample shall be given to the County at the time of delivery and the County shall forward the sample to an approved authorized testing agency. Any failure to comply with the specifications shall constitute grounds for cancellation of the agreement for this item. Charges for the manufacturers certified report and all quarterly reports by outside testing agencies should be included in the bid price.

Approved Testing Agencies

NovaChem Laboratories (formerly Novatek)
5172 College Corner Pike
PO Box 608
Oxford, Ohio
Ph: 513-523-1545
Fax: 513-523-0005

Thornton Laboratories, Inc.
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

No other laboratory shall be used unless expressly authorized as an addendum to this bid or an amendment to the agreement between Manatee County and the awarded bidder. Special Note: concentration testing for iron and transition metal ions for nickel and copper in sodium hypochlorite is a difficult test and requires high levels of knowledge and experience for accurate and repetitive test results.

3. CALCIUM HYPOCHLORITE

HTH minimum 65% Available Chlorine in granulated form.

4. ANHYDROUS AMMONIA

The Requirement - Successful Bidder shall furnish product in accordance with the American Water Works Association's (AWWA) Standard **B305-06**, except as modified below.

Material: The anhydrous ammonia shall be a colorless, alkaline gas with a minimum purity of 99.9% pure NH₃. The ammonia shall be available for bulk delivery and shall be either refrigeration or industrial grade.

The anhydrous ammonia under these specifications shall contain no impurity or substance that would be injurious or deleterious to those consuming any water which is treated in accordance with the practices of the water utility industry. The ammonia shall contain no impurities which would produce an unpleasant taste or odor in the County's treatment plants or distribution system in the absence of chlorine or when used in combination with chlorine in such concentrations as may be required under any condition for treatment of the potable water supply.

The anhydrous ammonia shall contain no heavy or trace metals that exceed Federal, State or County drinking water standards. Further, it shall contain no natural or synthetic organic impurities that shall cause an increase in levels exceeding the Safe Drinking Water Act M.C.L.'s or any future amended M.C.L. organic level.

Source: The anhydrous ammonia shall be domestic manufacture.

Samples, Product Quality: Before the award is made, Bidder(s) may be required to furnish a representative sample for analysis and/or demonstrate by documentation that the product shall meet Manatee County and AWWA quality standards.

Shipment: The Successful Bidder shall be able to make shipments within 48 hours after notification. If the Successful Bidder cannot meet the delivery requirements the right is reserved to buy Anhydrous Ammonia from a second Bidder until such time as the Successful Bidder can meet the requirements.

Storage Tank: The Anhydrous Ammonia shall be delivered and transferred into two (2) Manatee County Water Treatment Plant storage tanks. Tanks are 1000 gallon capacity each, ASME grade and have inter-connecting piping to allow for storage/usage flexibility.

pH CONTROL - The following chemicals are specified for use in controlling the pH in treatment process for both municipal water and wastewater systems.

5. QUICKLIME

All in accordance with AWWA Standard **B202-07**, or most current revision, except as follows:

Size: shall be such that 95% of material shall pass through a 3/8" sieve and be retained on a No. 12 sieve.

The purchase of quicklime shall be based upon 92% available calcium oxide content in the material.

Rejection: Test shall use U.S. No. 60 sieve. Maximum insoluble level is 5%.

Delivery shall be in bulk by truck.

Weight certificate required.

Affidavit of Compliance: All Bidder(s) are required to furnish an affidavit (with their bid) that the product to be furnished under the County's order complies with all applicable requirements of these specifications.

6. CARBON DIOXIDE

All specifications are in accordance with AWWA Standard **B510-06** except as follows:

Bulk delivery is required.

An affidavit of compliance with this standard is required and a certified analysis is to be sent with each delivery.

7. COAGULANT AID (SURFACE WATER)

The following chemical specifications are for use as an aid in the coagulation of potable drinking water, **more specifically as a chemical flocculant**. Samples were requested of interested Bidder(s) and bid ratios for the various products supplied were determined by performance testing. Some products were eliminated for poor performance in the competitive range. The bid ratios for polymers were prepared using the following experimental design:

-Basin A-1 evaluated at 30 MGD -Mixing routine:

RPM	TIME
142	0'32"
60	3'09"
45	5'5"
30	8'23"
10	11'0"

- Samples were collected at 0, 2, and 5 minutes after mixing was stopped and measured for turbidity.

Two rounds of testing were performed (April and September 2015) to capture different surface water qualities. The dose required to achieve a turbidity of 3.0 NTU after five (5) minutes of settling was calculated for each polymer tested. Performance factors were determined for each polymer by dividing this dose by the dose required for the best performing polymer (i.e. lowest dose). The performance factors for each round of testing were then averaged to obtain the following bid ratio table:

<u>Company</u>	<u>Product</u>	<u>Bid Ratio</u>
BASF	Zetag 7523	1.000
SNF Polydyne	Cla-Floc A3210	1.261
BASF	MF LT22S	1.429
SNF Polydyne	Cla-Floc N3300p	1.815
KED Group	PA102PWG	1.882
KED Group	PN100PWG	1.983
Cedarchem	Ced-Floc 510	2.218
KED Group	PA110PWG	2.324
BASF	MF LT27	2.412
BASF	MF LT20	2.803

The quoted price per pound is to be multiplied by this bid ratio in order to determine the actual cost for equal performance. Only those products that are listed in the table above, which have had bid ratios determined by this procedure, are allowed to submit bids in response to this solicitation. Copies of the polymer evaluation can be made available through the Manatee County Utilities Department.

Cause for Rejection: Polymers evaluated in the past have been evaluated under specific water quality conditions. Whereas water quality changes during the year, the effectiveness of a specific polymer may change, resulting in unsatisfactory performance. Whenever the polymer doesn't meet the above performance criteria, Manatee County shall purchase another polymer from the approved list that shall meet the performance criteria under the special weather or water quality conditions occurring.

POLYACRYLAMIDE POLYMER: The following specifications are for dry high molecular weight polyacrylamide in accordance with AWWA Standard **B453-06** except as noted below.

Scope: The following specifications cover a high molecular weight polymer, including general conditions, material specifications, packing, marking, and shipping.

General Conditions: Affidavit of Compliance is required (Sec. 3A).

Shipment shall be by truck with maximum protection from the weather, minimum shipment shall be palletized (2200 pounds per pallet). (See Part C)

Affidavit of Compliance: All Bidder(s) are required to furnish an affidavit (with their bid) that the product, to be furnished under the County's order, complies with all applicable requirements of these specifications. The Bidder(s) shall also supply certification that the combination of dose and monomer level does not exceed 0.05% acrylamide dosed at 1 ppm.

Definition: The material supplied under this specification shall be a dry high molecular weight polyacrylamide, approved for use in potable water treatment at concentrations up to 1 ppm.

Impurities: The material supplied under these specifications shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects under public health or water quality.

Approval: Material supplied shall be approved for use in potable water supplied by the National Science Foundation (NSF) in dosages up to 1 ppm. **NSF proof of approval is required.**

Size and Density: Particle size of the dry polymer shall be such that 99% shall pass through a No. 16 mesh sieve. Bulk density of the material shall be 40-50 pounds/cubic foot.

Chemical Requirements: The degree of polymerization shall be such that the material shall have an average molecular weight on the order of 10^6 . Solutions stronger than .1% should be slightly acidic. Material should be soluble up to 1.0% (Bidder(s) shall furnish data relating viscosity (CPS) to % solution.)

Packing: Polymer shall be shipped in bags containing up to 55 pounds. Bags shall contain a moisture barrier and broken bags shall not be accepted. The net weight of packages shall not deviate from the recorded weight by more than 1.5% plus or minus. If exception is taken to the weight of material received, it shall be based on a certified unit weight of not less than 10% of the packages shipped, selected at random from the entire shipment.

Marking: Each shipment of material shall carry with it some means of identification. Each package shall have marked legible thereon the net weight of the contents, the name of the manufacturer, and a brand name.

Shipment shall be delivered in a closed truck offering maximum protection from the weather.

Maximum delivery time shall be 30 days after receiving verbal or written order.

Shipment shall be palletized, wooden slats on top and bottom, maximum of 2200 pounds per pallet.

Receiving facility shall be notified one (1) day in advance of receiving shipment.

8. COAGULANT AID (GROUND WATER)

Samples were requested of interested Bidder(s) and bid ratios for the various products supplied were determined by performance testing. Jar testing simulated 'C' basin with six (6) flocculation stages at a 16 MGD rate which provides 4 minutes and 37 seconds per stage.

RPM	TIME
100	4'37"
100	9'14"
100	13'51"
80	18'28"
80	23'05"
80	27'42"

Samples were collected at 0, 2, and 5 minutes after mixing was stopped and measured for turbidity. The dose required to achieve a turbidity of 1.0 NTU after five (5) minutes of settling was calculated for each polymer tested. Performance factors were determined for each polymer by dividing this dose by the dose required for the best performing polymer (i.e. lowest dose). Results determined the following bid ratios:

<u>Company</u>	<u>Product</u>	<u>Bid Ratio</u>
BASF	MF LT27	1.0000
BASF	MF LT20	1.2888
CedarChem	Cedarfloc 562	1.3529
SNF Polydyne	C-3223	1.5561
SNF Polydyne	A-3310	1.5668
BASF	MF LT340	1.5775
BASF	Zetag 7523	1.7487
SNF Polydyne	N-3300P	1.7807
SNF Polydyne	A-3320	1.9893

The quoted price per pound is to be multiplied by this bid ratio in order to determine the actual cost for equal performance. Only those products that are listed in the table above, which have had bid ratios determined by this procedure, are allowed to submit bids in response to this solicitation. Copies of the polymer evaluation can be made available through the Manatee County Utilities Department.

Cause for Rejection: Polymers evaluated in the past have been evaluated under specific water quality conditions. Whereas water quality changes during the year, the effectiveness of a specific polymer may change, resulting in unsatisfactory performance. Whenever the polymer doesn't meet the above performance criteria, Manatee County shall purchase another polymer that shall meet the performance criteria under the special weather or water quality conditions occurring. The purchased product shall be returned to the Successful Bidder(s) for refund (less shipping charges).

POLYACRYLAMIDE POLYMER: The following specifications are for dry high molecular weight polyacrylamide in accordance with AWWA Standard **B453-06** except as noted below.

General Scope: The following specifications cover a high molecular weight polymer, including general conditions, material specifications, packing, marking, and shipping.

General Conditions: Affidavit of Compliance is required (Sec. 3A).

Shipment shall be by truck with maximum protection from the weather, minimum shipment shall be palletized (2200 pounds per pallet). (See Part C)

Affidavit of Compliance: All Bidder(s) are required to furnish an affidavit (with their bid) that the product, to be furnished under the purchase order, complies with all applicable requirements of these specifications. The Successful Bidder(s) shall also supply certification that the combination of dose and monomer level does not exceed 0.05% acrylamide dosed at 1 ppm.

Definition: The material supplied under this specification shall be a dry high molecular weight polyacrylamide, approved for use in potable water treatment at concentrations up to 1 ppm.

Impurities: The material supplied under these specifications shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects under public health or water quality.

Approval: Material supplied shall be approved for use in potable water supplied by the National Science Foundation in dosages up to 1 ppm. **NSF proof of approval is required at the time of delivery.**

Size and Density: Particle size of the dry polymer shall be such that 99% shall pass through a No. 16 mesh sieve. Bulk density of the material shall be 40-50 pounds/cubic foot.

Chemical Requirements: The degree of polymerization shall be such that the material shall have an average molecular weight on the order of 10^6 . Solutions stronger than .1% should be slightly acidic. Material should be soluble up to 1.0% (Bidder(s) shall furnish data relating viscosity (CPS) to % solution.)

Packing: Polymer shall be shipped in bags containing up to 55 pounds. Bags shall contain a moisture barrier and broken bags shall not be accepted. The net weight of packages shall not deviate from the recorded weight by more than 1.5% plus or minus. If exception is taken to the weight of material received, it shall be based on a certified unit weight of not less than 10% of the packages shipped, selected at random, from the entire shipment.

Marking: Each shipment of material shall be clearly identified. Each package shall have marked legible thereon the net weight of the contents, the name of the manufacturer, and a brand name.

Shipping: Shipment shall be delivered in a closed truck offering maximum protection from the weather. Maximum delivery time shall be 30 days after receiving verbal or written order.

Shipment shall be palletized, wooden slats on top and bottom, maximum of 1500 pounds per pallet. Receiving facility shall be notified one (1) day in advance of receiving shipment.

TASTE AND ODOR CONTROL - The following chemical specifications are intended for use in controlling and/or removing causative agents responsible for producing taste and odors in potable water.

Chemical

Powdered Activated Carbon

Sodium Percarbonate Algaecide

9. POWDERED ACTIVATED CARBON

Shall be provided in accordance with AWWA Standard **B600-10** or most current revision except as follows:

Samples were requested of interested Bidder(s) and bid ratios for the various products supplied were determined by performance testing. Bid ratios for carbon were prepared using the following experimental design:

-Basin B evaluated at 21 MGD

-Mixing routine:

RPM	TIME	
142	0'	PAC addition
142	3' 0"	Alum addition and pH adjustment
120	3' 28"	
100	3' 44"	
80	7' 41"	Polymer addition
40	10' 58"	
20	14' 53"	
0	20' 0"	
0	30' 0"	Samples collected

Samples collected at 30' and analyzed by solid phase microextraction gas chromatography mass spectrometry (SPME-GCMS) for geosmin and 2-methylisoborneol (MIB).

Five (5) geosmin and four (4) MIB scenarios, representing required percent odorant removals from 2012 through 2015 T&O seasons, were used in determining the bid table ratio. These scenarios required geosmin removals of 11.4 percent, 30.8 percent, 48.6 percent, 69.7 percent, and 90.8 percent. Required removals for MIB were 13.2 percent, 36.9 percent, 58.9 percent, and 86.1 percent. The dose of each carbon needed to achieve these removals was calculated from data produced in the above experimental design. A performance factor was determined for each scenario and carbon and each odorant by dividing the operational carbon dose required for each carbon by the operational dose required for the best performing carbon (i.e. lowest dose) at each scenario. The operational dose is calculated daily on the full scale plant while PAC is in use. The operational dose is calculated from the dose-removal curve, and includes an adjustment to provide for increases in the raw water odorant concentrations between measurements. Performance factors were determined twice (April and September 2015) to capture different surface water qualities. The performance factors from each percent removal strategy were then averaged for each PAC for each odorant and these were averaged to obtain the performance factors for each round of testing. The performance factors from April and September were then averaged to obtain the following bid ratio table:

<u>Company</u>	<u>Product</u>	<u>Bid Ratio</u>
Calgon	WPH	1.000
Mead Westvaco	Aquanuchar	1.336
Cabot	HDEX	1.538
Jacobi	Aquasorb CW	1.834
Cabot	HDM	2.249
Carbon Resources	CA	2.497
Biogenics Reagents	700 ppm	2.670
Standard Purification	Watercarb 800	2.856

Several other PACs were tested, but their performance did not qualify them as appropriate for use at the County and they were not processed through the complete testing. Any PAC which required more than 150 ppm (the maximum dose which the County can reliably feed at typical production rates) to reach any of the required removals from the various scenarios was rejected. The quoted price per ton is to be multiplied by this bid ratio in order to determine the actual cost for equal performance. Only those products that are listed in the table above, which have had bid ratios determined by this procedure, are allowed to submit bids in response to this solicitation. Upon commencement of the agreement, the County shall perform jar testing on the delivered PAC to generate dose removal curves for both MIB and geosmin. If it is determined that the bulk PAC delivered differs substantially in performance and specifications from the sample submitted for testing to generate the performance factors listed above, the County reserves the right to procure the product from the next lowest responsive, responsible Bidder(s) or to solicit new pricing.

The AWWA **B600-05** specifications shall apply except as follows:

Additional Specification for Supply and Delivery of PAC- PAC use at the County is episodic in nature and is determined by surface water quality. As such, Bidder(s) shall have the capacity and inventory in the United States to provide PAC to the County at a rate of 60,000 lbs. every other day for a two week period with the understanding that at the other extreme the PAC use may be as low as 1 truckload for the entire year.

An Affidavit of Compliance meeting AWWA **B600-005** requirements verifying supplied carbon shall meet this standard is required at time of delivery.

10. SODIUM PERCARBONATE ALGAECIDE

The product shall be a granular sodium percarbonate based algaecide containing a minimum of 85% sodium carbonate peroxyhydrate as the active ingredient. Algaecide may be shipped in bags containing up to 50 lbs. Bags shall contain a moisture barrier and broken bags shall not be accepted. Algaecide use at the County is episodic in nature and is determined by the surface water quality. As such, Bidder(s) shall have the capacity and inventory in the United States to provide sodium percarbonate algaecide to the County at a rate of 20,000 lbs every other week for a 2 month period with the understanding that on the other extreme the algaecide use may be as low as one truckload or less for the entire year.

11. HYDROFLUOROSILICIC ACID

All specifications are in accordance with AWWA Standard B703-11 except as follows:

The Hydrofluorosilicic Acid shall be 25% + 2% by weight.

Bulk delivery is required.

An Affidavit of Compliance meeting AWWA B703-111 requirements verifying certified analysis is to be sent with each delivery.

END OF SECTION F

IFB # 15-2920BLS
BIDDER'S QUESTIONNAIRE

The Bidder warrants the truth and accuracy of all statements and answers herein contained.
(Attach additional pages if necessary.)

1. Contact Information:

FEIN #: _____

License #: _____

License Issued to: _____

Date License Issued (MM/DD/YR): _____

Company Name: _____

Physical Address: _____

City: _____ State of Incorporation: _____ Zip Code: _____

Phone Number: () _____ Fax Number: () _____

Email address: _____

2. Bidding as: an individual ____; a partnership ____; a corporation ____; a joint venture ____

3. If a partnership, list names and addresses of partners; if a corporation, list names of officers, directors, shareholders, and state of incorporation; if joint venture, list names and address of ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:

4. Bidder is authorized to do business in the State of Florida: ____ Yes ____ No
For how many years? _____

5. Your organization has been in business (under this firm's name) as a

Is this firm in bankruptcy? _____

6. Attach a list of three municipalities (references) where this specific type of product / services is currently under an agreement / contract.

Bidder Name: _____

7. Is this firm currently contemplating or in litigation? Provide summary details.

8. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.

9. Have you ever failed to provide / deliver product awarded to you? Or failed to complete projects within contract time? If so, state when, where (contact name, address, phone number) and why.

10. Have you ever been debarred or prohibited from providing a bid to a governmental entity? If yes, name the entity and describe the circumstances.

11. Shall you subcontract any part of this Services? If so, describe which portion(s) and to whom.

12. Have you been cited for any DOT HAZMAT, OSHA, or any other safety violations in the past five years which is related to the services or products provided? If so, summarize the nature of the violation, a brief description of the violation and the outcome or projected outcome?

Bidder Name: _____

13. If any, list MBE/DBE participation and in what capacity:

14. What transport trucks/equipment/hoses/connections do you own to provide this product / service?
(A listing may be attached)

15. What equipment shall you purchase/rent for the Services? (Specify which)

16. Describe any options your firm can provide the County for chemical storage and feeding in the event that the County's facilities are damaged or destroyed in an emergency (e.g. hurricane).

Bidder Name: _____

Attachment "A"

IFB # 15-2920BLS
STATEMENT OF NO OFFER

If you do not intend to bid please return this form immediately to:

Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

We, the undersigned, have declined to bid on IFB #15-2920BLS, for the following reason(s):

- ☐ Specifications too restrictive
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet specifications
- ☐ Specifications unclear (explain below)
- ☐ Other (specify below)

REMARKS

Thank you for your input.

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

ATTACHMENT B

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PROCUREMENT CODE

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Board of County Commissioners by

_____ [Print individual's name and title]

_____ for _____ [Print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

I understand that no person or entity shall be awarded or receive an Owner's Agreement for public improvements, procurement of goods or services (including professional services) or an Owner's lease, franchise, concession or management agreement, or shall receive a grant of Owner's monies unless such person or entity has submitted a written certification to Owner that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of Owner's Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

(Continued)

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to Owner's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Owner.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY AGREEMENT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]

STATE OF FLORIDA
COUNTY OF _____

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

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

BID FORM
IFB #15-2920BLS

We, the undersigned, hereby declare that we have carefully reviewed the Information for Bid (IFB) Documents in their entirety and with full knowledge and understanding of the aforementioned herewith submit this quote, completely meeting each and every specification, term, and condition contained therein.

As Bidder(s), we understand that the IFB documents, in its entirety, including but not limited to, all specifications, terms, and conditions shall be made a part of any resulting Agreement between Manatee County and the successful Bidder(s). Failure to comply shall result in Agreement default, whereupon, the defaulting successful Bidder(s) shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by County.

MANATEE COUNTY PURCHASING DIVISION
1112 MANATEE AVENUE WEST, SUITE 803
BRADENTON, FL 34205
BONNIE SIETMAN, SENIOR BUYER,
P 941.749.3046 F 941.749.3034

bonnie.sietman@mymanatee.org

Communications concerning this bid shall be addressed as follows: **(Complete all fields)**

Bidder's Name: _____

Mailing Address: _____

Telephone: () _____ Fax: () _____

Email Address: _____

Acknowledge Addendum No. _____	Dated: _____	Acknowledge Addendum No. _____	Dated: _____
Acknowledge Addendum No. _____	Dated: _____	Acknowledge Addendum No. _____	Dated: _____
Acknowledge Addendum No. _____	Dated: _____	Acknowledge Addendum No. _____	Dated: _____

Environmental Sustainability – The Company submitting this bid has an environmental sustainability initiative currently in place. ☐ Yes ☐ No If yes, the bidder shall submit a summary of their environmental sustainability initiative along with their bid.

Authorized Signature(s): _____

Name and Title of Above Signer(s): _____

Date: _____

BID FORM
IFB #15-2920BLS

ITEM #	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	BID UNIT PRICE	
1	Zinc Metaphosphate, 50 lb Moisture Proof Bag	100 Tons	\$ / lb	\$ / ton
	Product Name:			
	Delivery Days		_____ days	
2	Sodium Hypochlorite, Liquid (12.5% available CL ₂ , 10.8 weight percent NaOC ₁)	1,500,000 Gallons	\$ / gal	
	Delivery Days		_____ days	
	Testing Laboratory Used			
3	Calcium Hypochlorite, 100 lb. drums	2 Tons	\$ / ton	
	Delivery Days		_____ days	
4	Anhydrous Ammonia, Industrial Grade, Bulk, 99.9%	100 Tons	\$ / ton	
	Delivery Days		_____ days	
5	Quicklime, Bulk (Truck)	3,000 Tons	\$ / ton	
	Delivery Days		_____ days	
6	Carbon Dioxide	420 Tons	\$ / ton	\$ / gal
	Delivery Days		_____ days	
7	Coagulant Aid, (Surface), 55.1 lb Moisture Proof Bag, Dry	7 Tons	\$ / lb	\$ / ton
	Product Name			
	Ratio:			
	\$/lb x Ratio = Competitive Price		\$ / lb	
	Delivery Days		_____ days	
8	Coagulant Aid, (Ground), 55.1 lb Moisture Proof Bag, Dry	10 Tons	\$ / lb	\$ / ton
	Product Name			
	Ratio:			
	\$/lb x Ratio = Competitive Price		\$ / lb	
	Delivery Days		_____ days	

BIDDER NAME: _____

BID FORM
IFB #15-2920BLS

ITEM #	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	BID UNIT PRICE	
9	Powder Activated Carbon, Bulk (Pressure Truck)	440 Tons	\$ / ton	
	Product Name			
	Ratio:			
	\$/ton x Ratio = Competitive Price		\$ / ton	
	Delivery Days		days	
10	Sodium Percarbonate Algaecide, 50 lb Bag	50 Tons	\$ / lb	\$ / ton
	Product Name			
	Delivery Days		days	
11	Hydrofluorosilicic Acid, Bulk	140 Tons	\$ / ton	
	Delivery Days		days	

EMERGENCY CONTACT INFORMATION

Emergency Contact Person: _____
(print)

Telephone Number: _____ Cell Phone Number: _____

BIDDER NAME: _____