

INVITATION FOR BID
No. 22-R078535SB
WATER AND WASTEWATER
TREATMENT CHEMICALS
MARCH 24, 2022

Manatee County BCC
Procurement Division
1112 Manatee Avenue, West Ste 803
Bradenton, FL 34205
purchasing@mymanatee.org



ADVERTISEMENT

INVITATION FOR BID No. 22-R078535SB WATER AND WASTEWATER TREATMENT CHEMICALS

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County), will receive sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide water and wastewater treatment chemicals, as specified in this Invitation for Bid.

DATE, TIME, AND PLACE DUE:

The Due Date and Time for submission of Bids in response to this IFB is **April 15, 2022 at 2:00 P.M. EST.** Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 prior to the Due Date and Time. Bids will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803 and the Bidder's name will be read aloud. Bidders or their representatives may attend the Bid opening. No review or analysis of the Bids will be conducted at the Bid Opening.

SOLICITATION INFORMATION CONFERENCE:

No Solicitation Information Conference will be conducted for this solicitation.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation for Bid to the Manatee County Procurement Division is **April 1, 2022 at 5:00 P.M. EST.** Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

Important: A prohibition of lobbying is in place. Review Section A.15 carefully to avoid violation and possible sanctions.

DESIGNATED PROCUREMENT CONTACT: Stacia Branco, Senior Procurement Agent

(941) 749-3041, Fax (941) 749-3034

Email: stacia.branco@mymanatee.org

Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE:

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SECTION A, INSTRUCTIONS TO BIDDERS, IFB No. 22-R078535SB

To receive consideration, entities who submit a response to this Invitation for Bid (Bidders) must meet the minimum qualification requirements and comply with the following instructions. Bid responses (Bids) will be accepted from single business entities, joint ventures, partnerships, or corporations.

A.01 BID DUE DATE

The Due Date and Time for submission of Bids in response to this Invitation for Bid (IFB) is **April 15, 2022 at 2:00 P.M. EST**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, and time stamped by a Procurement representative prior to the Due Date and Time.

Bids received after the Due Date and Time will not be considered. It will be the sole responsibility of the Bidder to deliver its bid to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If a bid is sent by U.S. Mail, courier or other delivery services, the Bidder will be responsible for its timely delivery to the Procurement Division. Bids delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Bidder's request and expense.

A.02 PUBLIC OPENING OF BIDS

Bids will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803 in the presence of County officials. Bidders or their representatives may attend the Bid opening.

Manatee County will make public at the opening the names and locations of the business entities which submitted a Bid. No review or analysis of the Bids will be conducted at the Bid Opening.

A.03 SUBMISSION OF BIDS

The contents of the Bid sealed package must include:

- One (1) bound original clearly identifying Bidder and marked "ORIGINAL".
- One (1) electronic format copy clearly identifying Bidder with all required information and identical to the original.

Electronic format copy should be submitted on a Universal Serial Bus (USB) portable flash memory drive or compact disc (CD) in MicroSoft Office® or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic Bid copies. Electronic copies must be searchable and contain an identical Bid to the original.

Submit the Bid package in a sealed container with the following information clearly marked on the outside of the package: IFB No. 22-R078535SB, Water and Wastewater Treatment Chemicals, Bidder's name, and Bidder's address.

Bids must be delivered to the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County
Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

A.04 BID FORMS

Bids must include the forms provided in this IFB. If needed, additional pages may be attached to a form. Bidders must fully complete and execute all Bid Forms. Bid Forms must be executed by an authorized official of the company who has the legal authority to bind the company.

A.05 ENVIRONMENTAL SUSTAINABILITY

Bidder shall acknowledge in its Bid if Bidder has an environmental sustainability initiative. In addition, Bidder shall submit with its Bid a brief summary of its environmental sustainability initiative. This information will be used as a determining factor in the award decision when all other factors, including local preference, are otherwise equal.

A.06 STANDARDS FOR MATHEMATICAL ERRORS

1. Bid pricing 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.
2. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
3. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting its Bid.
4. Regardless of the type of bid pricing form used, all Bids shall be reviewed mathematically by the County using these standards.

A.07 DISTRIBUTION OF SOLICITATION DOCUMENTS

All documents issued pursuant to this IFB are distributed electronically and available for download at no charge at www.mymanatee.org > *Business, Bids and Proposals*. This link is located at the top of the County website home page under the business tab. Documents may be viewed and downloaded for printing using Adobe Reader® software.

At its sole discretion, the County may utilize a third-party provider, to distribute Bids. Participation in the third-party provider's system is not a requirement for doing business with the County.

Additionally, the IFB and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday, with the exception of County holidays.

A.08 ADDENDA

Any interpretations, corrections or changes to this IFB will be made by addendum. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org> > Business > *Bids and Proposals*, and any third-party provider's website.

All addenda are a part of the IFB and each Bidder will be bound by such addenda. It is the responsibility of each Bidder to read and comprehend all addenda issued. Failure of any Bidder to acknowledge an issued addendum in its Bid will not relieve the Bidder from any obligation contained therein.

A.09 BID EXPENSES

All costs incurred by Bidder in responding to this IFB will be the sole responsibility of the Bidder.

A.10 QUESTION AND CLARIFICATION PERIOD

Each Bidder shall examine all terms, conditions and requirements in the IFB documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or request for changes or interpretations, clarification or additional information pertaining to this IFB shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to purchasing@mymanatee.org prior to the Deadline for Questions and Clarifications. Bidder shall furnish any data or information it deems necessary for the County to evaluate requests to modify the terms, conditions or requirements of this IFB. Any changes or modifications to the terms, conditions and requirements of this IFB will be at the sole discretion of the County. All questions received and responses given will be provided to potential Bidders via an addendum to this IFB.

Manatee County will not be responsible for oral interpretations given including from County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification, modifications, or additional information will be given.

A.11 FALSE OR MISLEADING STATEMENTS

Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the Bid, and the attribute, condition or capability is a requirement of this IFB. Such Bidder will be disqualified from consideration for this IFB and may be disqualified from submitting a response on future solicitation opportunities with the County.

A.12 UNBALANCED BIDDING

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:

1. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
2. 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.
3. 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, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its Bid. County reserves the right to deem any presumptive unbalanced Bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

A.13 WITHDRAWAL OR REVISION OF BIDS

Bidders may withdraw Bids under the following circumstances:

1. If Bidder discovers a mistake(s) prior to the Due Date and Time. Bidder may withdraw its Bid by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving Bids. A copy of the request shall be retained and the unopened Bid returned to the Bidder; or
2. After the Bids are opened but before a contract is signed, Bidder alleges a material mistake of fact if:
 - a. The mistake is clearly evident in the solicitation document; or
 - b. Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made in the Bid. Request to withdraw a Bid must be in writing and approved by the Procurement Official.

A.14 JOINT VENTURES

Bidders intending to submit a bid as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

A.15 LOBBYING

After the issuance of any solicitation, no prospective Bidders, or their agents, representatives or persons acting at the request of such Bidder, shall contact, communicate with or discuss any matter relating in any way to the solicitation with any County officers, agents or employees, other than the Procurement Official or designee, unless otherwise directed by the Procurement

Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a proposed contract. This requirement ends upon final execution of the contract or at the time the solicitation is cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

A.16 IRREVOCABLE OFFER

Any Bid may be withdrawn up until the Due Date and Time. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred twenty (120) days to provide the goods or services set forth in this IFB or until one or more of the Bids have been duly accepted by County, whichever occurs first.

A.17 ERRORS OR OMISSIONS

Once a Bid is opened, the County will not accept any request by Bidder to correct errors or omissions in the Bid other than as identified in paragraph A.13.

A.18 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

The County will conduct a due diligence review of all Bids received to determine if the Bidder is responsible and responsive.

To be responsive a Bidder must submit a Bid that conforms in all material respects to the requirements of this IFB and contains all the information, fully completed attachments and forms, and other documentation required. Bids that are deemed non-responsive will not be considered.

To be responsible, a Bidder must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this IFB. Bids submitted by Bidders that are deemed non-responsible will not be considered.

A.19 SCRUTINIZED COMPANIES FORM

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. To the extent certification is required, it shall be provided on the enclosed Attachment, *Vendor Certification Regarding Scrutinized Companies Lists*.

A.20 LOCAL PREFERENCE

To qualify for local preference, a local business, as defined in Section B.05, Terms and Conditions, 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 return the original with Bidder's Bid. It is the responsibility of the Bidder to ensure accuracy of the affidavit and notify County of any changes affecting its local business status.

A.21 COLLUSION

Bidder certifies that its Bid is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Bidder from participation in future County solicitations for a specified period.

The County reserves the right to disqualify a Bidder during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Bidder.

A.22 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past five 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 reasonable manner.

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 Code of Laws 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.23 DISCOUNTS AND PRICING

All discounts must be incorporated in the prices contained in the bid and not shown separately. Unless otherwise specified in this IFB, pricing must be all inclusive, including delivery costs. The prices indicated on the Pricing Form shall be the prices used in determining award. When there is a discrepancy between the unit prices and any extended prices, the unit prices shall prevail.

A.24 PROTEST

Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Procurement Official.

Protest must be in writing and delivered via email at purchasing@mymanatee.org or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Procurement Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

For additional information regarding the County protest process, visit the Procurement Division webpage on the County website.

A.25 LICENSES AND PERMITS

The successful Bidder shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Bidder is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

A.26 CONFLICT OF INTEREST

Manatee County Code of Laws prohibits contracts where conflicts are found to exist. Bidder shall not be currently engaged in, or if awarded, will not become engaged in any obligations, undertakings or contracts that will require Bidder to maintain an adversarial role against the County or that will impair or influence the advice or recommendations it provides to the County.

A.27 BASIS OF AWARD

Award(s) will be made to the responsive, responsible Bidder having the lowest Bid. The County, at its sole discretion, may make multiple awards based upon groups, price, or other such criteria. Whenever the lowest Bid is submitted by two or more Bidders and are equal with respect to price, quality, and/or service, the Bid received from a local business shall be given preference in the award. Whenever two or more lowest Bids are received from local businesses and are equal with respect to price, quality, and/or service, the award shall be determined by a chance drawing to be conducted by the Procurement Official in a publicly noticed meeting.

Local business is defined as a business legally authorized to engage in the sale of goods and/or services which, for at least six months prior to the announcement of the solicitation for Bids, has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas, or Sarasota County, and which has had at least one full-time employee at that location during the qualifying period.

A.28 ACCESSIBILITY

The County is committed to making its documents and information technologies accessible to individuals with disabilities by meeting the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2). **For assistance with accessibility regarding this solicitation, contact the Manatee County Procurement Division via email at purchasing@mymanatee.org or by phone at 941-748-4501, X3014.**

Successful Bidder shall ensure all its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Successful Bidder shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, successful Bidder shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

A.29 SOLICITATION SCHEDULE

The following schedule has been established for this Solicitation process. Refer to the County's website (www.mymanatee.org > Business > *Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
No Information Conference Scheduled	
Question and Clarification Deadline	April 1, 2022 @ 5:00 P.M. EST
Final Addendum Posted	April 8, 2022
Bid Response Due Date and Time	April 15, 2022 @ 2:00 P.M. EST
Projected Award	May, 2022

END SECTION A

SECTION B, TERMS AND CONDITIONS

IFB No. 22-R078535SB

B.01 AGREEMENT

The agreement(s) resulting from the acceptance of a bid shall be in the form of a contract and/or a purchase order. The blanket Purchase Order shall be valid for one (1) year from date of issuance with four (4), one (1) year renewal options.

B.02 NON-EXCLUSIVE

Unless otherwise stated in this IFB, successful Bidder understands and agrees that any resulting contractual relationship is non-exclusive, and the County reserves the right to contract with more than one Bidder or seek similar or identical goods and services elsewhere if deemed in the best interest of the County.

B.03 CONFIDENTIALITY OF SECURITY RELATED RECORDS

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as “the Confidential Security Records”) are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
 1. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
 2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
 3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Bidder agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County’s Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Bidder receives a request for such records, it shall immediately contact the County’s designated Contract administrator who shall coordinate County’s response to the request.

B.04 PURCHASING COOPERATIVE

It is the intent of this IFB to include requirements and to obtain bids on behalf of Manatee County. Further it authorizes entities belonging to the Sarasota Bay Area Chapter of NIGP to obtain purchases utilizing the terms, conditions and pricing of this IFB. This opportunity is also made available to all public agencies, pursuant to their own governing laws, and subject to the agreement of the supplier. Manatee County will not be financially responsible for the purchases of other entities utilizing this IFB and any resulting contract or purchase order.

B.05 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) full months prior to the advertisement of this IFB 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.
4. To qualify for local preference under this section, **a local business must certify 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 the following address: Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.
5. It is the responsibility of the bidder to ensure accuracy of the Affidavit as to Local Business and notify County of any changes affecting same.

B.06 SUPPLIER REGISTRATION

Registering your business will provide Manatee County a sourcing opportunity to identify suppliers of needed goods and services and identify local businesses. To register as a supplier with the County go to www.mymanatee.org/vendor. For assistance with supplier registration, call the Procurement Division main number at (941) 749-3014. Office hours are Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding County holidays.

B.07 RESERVED RIGHTS

County reserves the right to accept or reject any and/or all bids, to waive irregularities and minor 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.

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.

B.08 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 contract. This solicitation process will be conducted in accordance with Manatee County Code of Ordinances, Chapter 2-26.

B.09 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 its bid for any sales or service taxes.

The Successful Bidder will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

B.10 CODE OF ETHICS

With respect to this and any bid, if a 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 II, Code of Ethics for Public Officers and Employees, such Bidder will be ineligible for award to perform the work described in this IFB, and may be disqualified from submitting on any future quote or bid requests 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.

B.11 AMERICANS WITH DISABILITIES

Manatee 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 document at least twenty-four (24) hours in advance of either activity.

B.12 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, Manatee County hereby notifies all Bidders that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Invitation for Bid and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

B.13 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISES

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

B.14 QUALITY

Unless otherwise specifically provided in the IFB documents, all goods provided shall be new, the latest make or model, of the best quality, of the highest grade of workmanship, and of the most suitable 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.

B.15 DELIVERY

Unless otherwise specified, all prices shall include all delivery cost (FOB Destination).

B.16 AUTHORIZED PRODUCT REPRESENTATION

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.

B.17 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.

B.18 PUBLIC RECORDS

Upon receipt, all inquiries and responses to inquiries related to this Bid become "Public Records" and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Bids become subject to disclosure thirty (30) days after the opening or when notice of intent to award is made, whichever occurs first, as provided by Florida Statutes § 119.071(1)(b).

If County rejects all Bids and concurrently notices its intent to reissue the solicitation, the rejected Bids are exempt from public disclosure until such time the 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 of rejection of all Bids.

Pursuant to Florida Statute 119.0701, to the extent Successful Bidder is performing services on behalf of County, Successful Bidder must:

1. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Bidder agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Bidder does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Bidder transfers all public records to County upon completion of the contract, the Successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Bidder keeps and maintains public records upon completion of the contract, the Successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

PHONE: (941) 742-5845,
EMAIL: DEBBIE.SCACCIAOCE@MYMANATEE.ORG,
MAIL: ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE
WEST, BRADENTON, FL 34205.

B.19 TRADE SECRETS

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Bid in response to a Request for Bid are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Except for materials that are ‘trade secrets’ as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Bid in response to the Request for Bid shall belong exclusively to County.

To the extent that Bidder desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Bid that are not declared as trade secret. In addition, Bidder shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Bidder shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Bidder shall provide a hard copy of its Bid that redacts all information designated as trade secret.

In conjunction with trade secret designation, Bidder acknowledges and agrees that:

1. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Bidders request for trade secret at any time; and
2. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
3. That after notice from County that a public records request has been made pursuant to Bidder’s bid, the Bidder at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Bidder in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Bidder will be deemed to have waived the trade secret designation of the materials.

Notwithstanding any other provision in this solicitation, designation of the entire bid as ‘trade secret’, ‘proprietary’, or ‘confidential’ is not permitted and may result in a determination that the Bid is non-responsive.

B.20 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 Bidder is interested in participating in this program, complete the ePayables Application attached herein and return the completed form via email to lori.bryan@manateeclerk.com.

B.21 FUNDING

This IFB 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 herein. The County shall provide prompt written notice to the successful Bidder that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this IFB, 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 this IFB.

B.22 CONDITIONS FOR EMERGENCY EVENTS

A critical challenge in emergency situations is to obtain essential supplies, goods and equipment in the affected areas. It is the County's priority that public property, life, safety, and health are protected during any emergency as declared by the State and/or the County. Therefore, before, during and after a disaster, hurricane, flood, act of terrorism, or other public emergency event, whether natural or man-made, successful Bidder shall make delivery to the County of the goods and services in this IFB its first priority.

Successful Bidder will ensure that contract prices are billed to the County for deliveries as part of an emergency event. Upon award of a contract, successful Bidder shall furnish an email and phone number in which successful Bidder can be contacted twenty-four (24) hours per day, seven days per week for emergency services.

B.23 TERMINATION

The County, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this IFB with or without cause immediately upon providing written notice to the successful Bidder. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under the contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to the date of the notice of termination.

The County reserves the right to terminate any contract entered into pursuant to this IFB, in part or in whole, or place the successful Bidder on probation in the event it fails to perform in accordance with the terms and conditions stated herein. Notification will be made by providing written notice of such failure or default and by specifying a reasonable time period within which the successful Bidder must cure any such failure to perform or default. If the successful Bidder fails to cure the default within the time specified, the County may then terminate the subject contract by providing written notice to the successful Bidder. The County further

reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances and/or policies. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest.

B.24 PRECEDENCE

Statements contained in the Scope of Service or Bid Summary Sections of this IFB, which vary from the information contained in Sections A and B, shall have precedence.

B.25 E-VERIFY

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 in 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.

The successful Bidder shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

B.26 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.

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.

B.27 RECOMMENDATION FOR AWARD

Upon successful completion of evaluations, a recommendation for award to the successful Bidder(s) will be presented for approval per County ordinances, policies and procedures.

The County, at its sole discretion, reserves the right, prior to making an award decision, to perform testing on some or all of Bidder's Products.

END SECTION B

ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA
IFB No. 22-R078535SB

The undersigned acknowledges receipt of the following addenda:

Addendum No.:	_____	Date Received:	_____
Addendum No.:	_____	Date Received:	_____
Addendum No.:	_____	Date Received:	_____
Addendum No.:	_____	Date Received:	_____
Addendum No.:	_____	Date Received:	_____
Addendum No.:	_____	Date Received:	_____
Addendum No.:	_____	Date Received:	_____
Addendum No.:	_____	Date Received:	_____

Print or type Bidder's information below:

Name of Bidder: _____

Telephone Number: _____

Street Address: _____

City, State, Zip: _____

Email Address: _____

Website Address: _____

Signature of Authorized Official: _____

Printed Name, Title, Date: _____

Bidder must fully execute and return this form with its Bid.

ATTACHMENT B, BID SIGNATURE FORM

IFB No. 22-R078535SB

The undersigned represents that:

- (1) By signing the bid, that he/she has the authority and approval of the legal entity purporting to submit the bid and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) All facts and responses set forth in the bid are true and correct;
- (3) By submitting a bid and signing below, the Bidder agrees to all terms and conditions in this IFB, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Respondent understands that if it submits exceptions to the Contract in its Response, the Respondent's Response may be determined non-responsive; and
- (4) The Bidder, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Print or type Bidder's information below:

Name of Bidder

Telephone Number

Street Address

City/State/Zip

Email Address

Web Address

Print Name & Title of Authorized Officer

Signature of Authorized Officer

Date

Bidder must fully execute and return this form with its Bid.

**ATTACHMENT C, PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES
CERTIFICATION**

IFB No. 22-R078535SB

**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 a County agreement for public improvements, procurement of goods or services (including professional services) or a County lease, franchise, concession or management agreement, or shall receive a grant of County monies unless such person or entity has submitted a written certification to County 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 County'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.

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 County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with County.

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 CONTRACT 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.

[Supplier Signature]
STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____ by _____
_____ who is personally known ____ OR Produced _____
_____ [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.

Bidder must fully execute and return this form with its Bid.

ATTACHMENT D, INSURANCE REQUIREMENTS

The SUPPLIER will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The SUPPLIER shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

REQUIRED INSURANCES

☒ **Automobile Liability Insurance Required Limits**

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests’ provisions.

☒ **Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$5,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests’ provisions.

☒ **Employer’s Liability Insurance**

Coverage limits of not less than:

- \$100,000 Each Accident
- \$100,000 Disease Each Employee
- \$500,000 Disease Policy Limit

☒ **Worker's Compensation Insurance**

☐ **US Longshoremen & Harbor Workers Act**

☐ **Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

OTHER INSURANCES

☐ **Aircraft Liability Insurance Required Limits**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

☐ **Un-Manned Aircraft Liability Insurance (Drone)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

☐ **Installation Floater Insurance**

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

☐ **Professional Liability and/or Errors and Omissions (E&O) Liability Insurances**

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ Bodily Injury and Property Damage Each Occurrence
- \$ General Aggregate

☐ **Builder's Risk Insurance**

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

☐ **Cyber Liability Insurance**

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

☒ **Hazardous Materials Insurance (As Noted Below)**

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

☒ **Pollution Liability**

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ **Asbestos Liability (If handling within scope of Contract)**

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ **Disposal**

When applicable, SUPPLIER shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

☒ **Hazardous Waste Transportation Insurance**

SUPPLIER shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

☐ **Liquor Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

☐ **Garage Keeper's Liability Insurance**

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

☐ **Bailee's Customer Liability Insurance**

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the SUPPLIER'S care, custody and control.

☐ **Hull and Watercraft Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

☐ **Other [Specify]**

I. INSURANCE REQUIREMENTS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the SUPPLIER, his agents, representatives, and employees; products and completed operations of the SUPPLIER; or automobiles owned, leased, hired or borrowed by the SUPPLIER. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.
In addition to furnishing a Certificate of Insurance, the SUPPLIER shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.
- b. The SUPPLIER'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of SUPPLIER's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the SUPPLIER for the COUNTY.

General Insurance Provisions Applicable to All Policies

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, SUPPLIER shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from the COUNTY, SUPPLIER will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida

**Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205**

3. The project's solicitation number and title shall be listed on each certificate.
4. SUPPLIER shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
5. SUPPLIER agrees that should at any time SUPPLIER fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
6. The SUPPLIER waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
7. The SUPPLIER has sole responsibility for all insurance premiums and policy deductibles.
8. It is the SUPPLIER'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. SUPPLIER shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or SUPPLIER shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the SUPPLIER's deductible or self-insured retention and to require that it be reduced or eliminated.
10. SUPPLIER understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of SUPPLIER'S obligation to provide and maintain the insurance coverage specified.
11. SUPPLIER understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
12. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

[Remainder of page intentionally left blank]

ATTACHMENT D, SUPPLIER'S INSURANCE STATEMENT
IFB No. 22-R078535SB

THE UNDERSIGNED has read and understands the aforementioned insurance requirements of the Agreement and shall provide the insurance required by this section within ten (10) days from the date of notice of intent to award.

Date: _____

Consultant Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

Bidder must fully execute and return this form with its Bid.

ATTACHMENT E, CONFLICT OF INTEREST AFFIDAVIT
IFB No. 22-R078535SB

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] _____
_____, as [INSERT TITLE] _____ of [INSERT
CONSULTANT NAME] _____, with full authority to bind (hereinafter
"CONSULTANT"), who being first duly sworn, deposes and says that CONSULTANT:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONSULTANT to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and
- (b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. _____ for _____

DATED this _____ day of _____, 20____.

CONSULTANT Signature

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____
_____, 20____, by [NAME] _____, as [TITLE] _____
_____ of [CONSULTANT] _____. He / She is
personally known to me or has produced _____
[TYPE OF IDENTIFICATION] as identification.

Notary Signature
Commission No. _____

Bidder must fully execute and return this form with its Bid.

ATTACHMENT F, DRUG FREE WORK-PLACE CERTIFICATION
IFB No. 22-R078535SB

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 _____ whose business address is _____
[print name of entity submitting sworn statement]

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 a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by § 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the workplace;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs;
- and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

(i) abide by the terms of the statement;

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free workplace through implementation of sections (1) through (5) stated above.

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 CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT:

(1) Such person or entity has made false certification.

(2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or

(3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

[Signature of Owner, Partner, President, CEO or other Authorized Official or Agent of Bidder]

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20__ by _____
_____ who is:

☐ Personally known

OR

☐ Produced identification _____
[Type of identification]

My commission expires _____

Notary Public Signature _____

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

Bidder must fully execute and return this form with its Bid.

ATTACHMENT G, SCRUTINIZED COMPANY CERTIFICATION
IFB No. 22-R078535SB

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, enter into, or renew a contract with an agency or local governmental entity for goods or services **of \$1 million or more.**

Bidder must fully complete and return this form with its Bid.

Company _____

FID or EIN No. _____

Address _____

City _____

State _____

Zip _____

I, _____, as a representative of

_____ certify and affirm that this 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.

Signature

Title

Printed Name

Date

Bidder must fully execute and return this form with its Bid.

ATTACHMENT H, PRICING FORM

IFB No. 22-R078535SB

1. Bidders must complete **Attachment H, which is posted on the Procurement web-page of the County's website with this solicitation and available for download. Bidder must provide hard copies and electronic copies of the Pricing Form with its Bid per the requirements of this IFB.**
2. Provide a firm, fixed cost. Costs must be all-inclusive, including, but not limited to, any delivery fees, fuel surcharges costs, charges for manufacturers' certified reports, and all quarterly reports by outside testing agencies to provide the chemicals.

ATTACHMENT H, PRICING FORM						
IFB NO. 22-R078535SB						
WATER AND WASTEWATER TREATMENT CHEMICALS						
ITEM #	DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UOM	PRICING PER UOM	EXTENDED TOTAL	NO. DAYS FOR DELIVERY AFTER RECEIPT OF ORDER
1a.	Zinc Metaphosphate, 50# Moisture Proof Bag.	220,000	Pound	\$	\$	
1b.	Zinc Metaphosphate, 50# Moisture Proof Bag.	110	Ton	\$	\$	
2	Sodium Hypochlorite, Liquid (12.5% available CL2, 10.8 weight percent NaOC1).	2,700,000	Gallon	\$	\$	
3	Calcium Hypochlorite, 100# drums	9	Ton	\$	\$	
4	Anhydrous Ammonia, Industrial Grade, Bulk, 99.9%	200	Ton	\$	\$	
5	Quicklime, Bulk (truck)	4,500	Ton	\$	\$	
6	Sodium Hydroxide (50%)	125,000	Gallon	\$	\$	
7	Citric Acid (50%)	24,000	Gallon	\$	\$	
8	Hydrochloric acid (15%) bulk truck	60,000	Gallon	\$	\$	
				\$		
9	Sodium Bisulfite (38%) bulk truck	36,000	Gallon	\$	\$	
				\$		
10	Carbon Dioxide , CO ²	650	Ton	\$	\$	
				\$		
11a	Coagulant Aid, (surface water), 55.1# Moisture Proof Bag, Dry	30,000	Pound	\$	\$	
	Ratio: _____			\$	\$	
	Price/lb x Ratio = Competitive Price: _____			\$	\$	
11b	Coagulant Aid, (surface water), 55.1# Moisture Proof Bag, Dry	15	Ton	\$	\$	
	Ratio: _____			\$	\$	
	Price/ton x Ratio = Competitive Price: _____			\$	\$	
12a	Coagulant Aid, (ground water), 55.1# Moisture Proof Bag, Dry	20,000	Pound	\$	\$	
	Ratio: _____			\$	\$	
	Price/lb x Ratio = Competitive Price: _____			\$	\$	
12b	Coagulant Aid, (ground water), 55.1# Moisture Proof Bag, Dry	10	Ton	\$	\$	
	Ratio: _____			\$	\$	
	Price/ton x Ratio = Competitive Price: _____			\$	\$	
13	Powder Activated Carbon, Bulk, (Pressure Truck)	250	Ton	\$	\$	
	Ratio: _____			\$	\$	
	Price/ton x Ratio = Competitive Price: _____			\$	\$	
14a	Sodium Percarbonate Algaecide, 50 # Bag	200,000	Pound	\$	\$	
14b	Sodium Percarbonate Algaecide, 50 # Bag	50	Ton	\$	\$	
15	Hydrofluorosilicic Acid, Bulk, (HFS)	250	Ton	\$	\$	
16	Liquid Aluminum Sulfate (8.3% Al ₂ O ₃) Tank Truck	12,000	Dry Ton	\$	\$	
17	AS4000 Ammonium Sulfate 40% Solution, Bulk, Liquid, Tank Truck	190,000	Gallon	\$	\$	

ATTACHMENT H, PRICING FORM
IFB NO. 22-R078535SB
WATER AND WASTEWATER TREATMENT CHEMICALS

NOTE:	
A.	**The bid price per pound is to be multiplied by the bid ratio stated in Exhibit 1, Scope of Service, Item 1.04 Technical Specifications in order to determine the actual cost for equal performance. Only those products that are listed in the Scope of Work, which have had bid ratios determined by this procedure, are allowed to be submitted in response to this solicitation. Copies of the polymer evaluation made to obtain the bid ratios are available.
B.	Pricing must be all inclusive, including all delivery and fuel surcharge costs, charges for manufacturers' certified reports, and all quarterly reports by outside testing agencies. Deliveries are on an as-required basis. The exact quantities cannot be determined. However, estimated usage based on past annual usage is indicated on the Pricing Form. There is no guarantee that these quantities will be released annually. Release orders will be issued at the time of need.
C.	Bidder(s) may bid an equivalent corrosion inhibitor chemical provided the product meets or exceeds the specifications stated in Exhibit 1, Scope of Service. If providing a proported equivalent product. Bidder must provide verifiable technical equivalency data sheets with its bid package.
D.	Awards shall be made to the lowest responsive, responsible Bidder(s) by line item. Bidder(s) are not required to bid on every line item to be considered responsive.
E.	Indicate the testing lab Bidder uses for Sodium Hypochlorite, Liquid (12.5% available CL2, 10.8 weight percent NaOCl). Lab Name/Location: _____

BIDDER NAME:_____

EXHIBIT 1, SCOPE OF SERVICE

IFB No. 22-R078535SB

1.01 BACKGROUND INFORMATION

Manatee County Utilities Department (hereinafter in this Scope referred to as County) provides drinking water and wastewater services to over 320,000 residents in unincorporated Manatee County and the cities of Bradenton Beach, Holmes Beach, and Anna Maria Island. The Utilities Department is requesting water and wastewater treatment chemicals on an “as required” basis for delivery to various locations within Manatee County.

1.02 SCOPE

Successful Bidder (hereinafter in this Scope referred to as Contractor) shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide water and wastewater treatment chemicals that will meet the requirements of the Blanket Purchase Order.

1.03 GENERAL REQUIREMENTS

Contractor shall provide the following requirements:

A. REGULATORY COMPLIANCE:

1. Ensure compliance with any Occupational Safety and Health Administration (OSHA), U.S. Environmental Protection Agency (EPA), and/or federal, state, and local rules, and regulations.
2. Bring to the attention of the County’s representative any conflicts between the regulatory agency specifications and County code so the conflict can be resolved before services are continued.

B. SECURITY:

1. Ensure all personnel providing chemical transportation services for Contractor present their current commercial driver’s license (CDL) upon request by the County.
2. Provide a bill of lading at point of entry for each delivery to the County.

C. SAFETY DATA SHEETS:

1. Submit, with ten calendar days of notification of award, a Safety Data Sheet (SDS) for each hazardous substance to be provided under the Blanket Purchase Order in accordance with Florida Statutes Chapter 442, The Right To Know Law.
2. After award of the Blanket Purchase Order, submit an updated or new SDS for all revisions or additions to the chemicals delivered by Contractor prior to delivery of such chemicals.

D. FIRST PRIORITY SERVICES:

1. Ensure that Manatee County be granted first-priority status for delivery of chemicals when a local emergency is declared by the State or County or when chemicals are subject to allocations based on regional or national supply. First-priority is defined as “before other customers in the same geographical area”.

2. Designate an emergency contact individual(s) who is available twenty-four hours per day, seven days per week, including all holidays, and furnish the County with the emergency contact individual's contact information.

E. DELIVERIES:

1. Deliveries to the Wastewater Plants (WWP) can be made 24 hours a day, seven (7) days a week, including holidays.
2. Contractor shall pre-arrange all deliveries to the Water Treatment Plant (WTP) and Wastewater Plants with the specific plant representative.
3. Upon request by the County, Contractor shall make deliveries on holidays and weekend. Failure to respond within the time specified at the time the order is placed, may result in cancellation of the delivery from Contractor, materials being ordered from and delivered by other providers, and/or termination of the Blanket Purchase Order with Contractor.
4. Provide at least a twenty-four-hour notice to the County for all large shipments, such as truckload deliveries, that require the County to provide material handling equipment.
5. Provide a separate delivery ticket for each delivery, which indicates the quantity of chemical(s) delivered.
6. Obtain signature by an authorized County representative on each delivery ticket. At least one copy of the delivery ticket shall be left with County employee for each delivery.

F. TRAINING:

1. Contractor shall conduct training classes in the handling and safety of their chemical at the plant site, at the request of Facility Management. The training shall meet all the requirements of the Hazard Communications Act.

1.04 TECHNICAL SPECIFICATIONS

Contractor shall perform services in accordance with the following specifications:

Note: These 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.

A. CORROSION INHIBITOR:

The following chemical specifications are for chemicals intended for use as a corrosion inhibitor in a potable water supply system.

Contractor shall provide one of the following four (4) products, which the County has tested, and which have demonstrated effectiveness in this application, or obtain pre-approval in writing by the County of any alternate equivalent:

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

1. **ZINC METAPHOSPHATE**

i. **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.

ii. **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 item xii below). 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.

iii. **Affidavit of Compliance:**

Contractor shall provide an affidavit that the Zinc-Metaphosphate product furnished to the County under this blanket purchase order complies with all applicable requirements of these specifications.

iv. **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.

v. **Impurities:**

The chemicals 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.

vi. **Approval:**

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

vii. **Physical Requirements:**

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

viii. **Solubility:**

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

ix. **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%.

x. 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.

xi. Marking:

Each shipment of material shall be property 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.

xii. 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.

xiii. Testing Methods

a. Phosphorous Pentoxide Content: Phosphorous Pentoxide content shall be determined using analytical procedures set forth in AWWA Standard B502-11 for sodium hexametaphosphate.

b. Zinc Content as ZnO – Reserved

c. 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.

d. Solubility and Insoluble' s: Solubility and insoluble' s shall be determined by analytical procedures set forth in AWWA Standard B502-05 for sodium hexametaphosphate.

B. DISINFECTANTS

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

1. SODIUM HYPOCHLORITE

Contractor 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.

i. Material Specification:

Sodium 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.

Contractor shall inform the County if its NSF certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification from NSF. Loss of certification shall constitute sufficient grounds for immediate termination of this item from the blanket purchase order.

Sodium 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.

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

Sodium hypochlorite delivered under the blanket purchase order 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 the blanket purchase order shall be minimized and the shipments delivered shall achieve a filtration time of less than three minutes for 1000 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 detailed in this Section.

ii. Delivery Requirements:

Contractor shall.

- a. Make deliveries within 24 hours, seven (7) days a week, including holidays, after receipt of order. The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the product.
- b. Be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of Contractor delivery personnel in the proper performance of their duties.
- c. Ensure performance to these delivery requirements by requiring Contractor's delivery personnel's constant inspection and observation of unloading operations and immediate response to problems or emergencies, which would most commonly be expected to occur.
- d. Ensure the tanks or trailers are clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's

responsibility to verify the cleanliness of the transporting equipment before loading. The County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

- e. Supply all appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite and ensure such valves, pumps, and discharge hoses are clean and free from contaminating material.
- f. Furnish to the County an inspected and approved, leak-free connection device between its trailer and the Contractor's intake receptacle.
- g. Observe the entire filling operation at each delivery site and immediately report any spill caused during the filling operations.
- h. 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 Contractor and deducted from the amount due to the Contractor. 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 Contractor or its subcontractor, the Contractor shall be relieved of the responsibility for clean-up of the spill.
- i. In the event of an emergency, as determined by the County, the Contractor shall deliver chemicals within 24 hours of verbal or written release order.

iii. Delivery Locations and Estimated Quantities:

- a. **Southwest Regional Wastewater Treatment Plant**, 5101 65th St. West, Bradenton, FL 34210. County owns six (6) 6,000-gallon storage tanks. Approximate delivery requirement: One (1) – two (2) loads per week of 5,000 gallons.
- b. **Southeast Regional Wastewater Treatment Plant**, 3331 Lena Road, Bradenton, FL 34202. County owns four (4) 5400-gallon storage tanks, approximate delivery requirement 800-5000 gallons every day.
- c. **North Regional Wastewater Treatment Plant**, 8500 69th St. East, Palmetto, FL 34221. County owns two (2) 4000-gallon storage tanks. Approximate delivery requirement 2000 gallons every two (2) calendar days.
- d. **Water Treatment Plant**, 17915 Waterline Road, Bradenton, FL 34212. County owns two (2) 20,000-gallon storage tanks. Approximate usage: 1,000,000 gallons annually. Approximate delivery requirement is 3,500 gallons per day.

iv. 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 Contractor's delivery driver shall collect a sample of sodium hypochlorite before the shipment is unloaded. In this case, the County shall supply the sample container and the delivery 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 sodium hypochlorite to quick analyses/testing 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 sodium hypochlorite that is rejected by the County upon completion of the testing. The Contractor or its subcontractors shall allow 45 minutes for this testing to be completed before unloading the shipment. If testing cannot be completed within the 45-minute period, the County shall allow the Contractor to unload the shipment.

v. Sampling and Test of Shipment After Unloading:

The County reserves the right to subject samples of the sodium hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-04 specifications, and the supplemental specifications included with the blanket purchase order. More than three instances of failure by Contractor to comply with these specifications and considering the severity of these failures as determined by the County, shall constitute grounds for cancellation of sodium hypochlorite from the blanket purchase order.

vi. Manufacturer's Laboratory Reports - Delivery Reports:

Contractor shall submit a certified report from the manufacturer 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 a certified report from the manufacturer for the specific batch of sodium hypochlorite delivered showing the above data in that it conforms to the required specifications.

vii. Quarterly Reports:

Within five (5) days of execution of the blanket purchase order and, at the County's discretion every 90 days thereafter, the Contractor shall utilize a County approved outside testing agency to analyze a sample of the sodium hypochlorite delivered to the County. The Contractor 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 outside testing agency. As a result of this testing, any failure to comply with the specifications shall constitute grounds for cancellation of the blanket purchase order for sodium hypochlorite. Charges for the manufacturers certified report and all quarterly reports by outside testing agencies shall be at no additional charge to the County.

viii. Approved Outside Testing Agencies:

- a. NovaChem Laboratories (formerly Novatek)
5172 College Corner Pike
P.O. Box 608, Oxford, Ohio
Ph: 513-523-1545
Fax: 513-523-0005
- b. 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 in writing between Manatee County and the Contractor. **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.

C. CALCIUM HYPOCHLORITE

HTH minimum 65% Available Chlorine in granulated form.

D. ANHYDROUS AMMONIA

Contractor shall furnish product in accordance with the American Water Works Association's (AWWA) Standard B305-06, except as modified below:

1. Material:

The anhydrous ammonia shall be a colorless, alkaline gas with a minimum purity of 99.9% pure NH₃. The anhydrous 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 anhydrous 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 Manatee County drinking water standards. Further, the anhydrous ammonia 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.

2. Source:

The anhydrous ammonia shall be domestically manufactured in the United States.

3. Samples, Product Quality:

Upon request by the County, Contractor shall furnish a representative sample for analysis and/or demonstrate by documentation that the anhydrous ammonia product meets the County and AWWA quality standards.

4. Shipment:

The Contractor shall make shipments within 48 hours after notification by the County. If the Contractor cannot meet the delivery requirements, the County reserves the right to buy anhydrous ammonia from another provider until such time as the Contractor can meet the delivery requirements.

5. Storage Tank:

The anhydrous ammonia shall be delivered and transferred into two (2) County WTP storage tanks. Tanks are 1000-gallon capacity each, ASME grade and have inter-connecting piping to allow for storage/usage flexibility.

E. pH CONTROL

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

1. **QUICKLIME**

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

- i. Size: Shall be such that 95% of material shall pass through a 3/8" sieve and be retained on a No. 12 sieve.
- ii. Purchase: Shall be based upon 92% available calcium oxide content in the material.
- iii. Rejection: Test shall use U.S. No. 60 sieve. Maximum insoluble level is 5%.
- iv. Delivery: Shall be in bulk by truck.
- v. Certification: Weight certificate is required.
- vi. Affidavit of Compliance: Upon request by the County, Contractor shall furnish an affidavit attesting that the Quicklime product furnished under the blanket purchase order complies with all applicable requirements of these specifications.

F. SODIUM HYDROXIDE (50%)

The product must meet or exceed ANSI/AWWA B302-95 Standard for Sodium Hydroxide, NSF and be acceptable to E.P.A. for potable water treatment. The product shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the Sodium Hydroxide.

1. Bulk delivery is required for Water Treatment Plant.
2. 50 gallon drum delivery is required for Wastewater Treatments Plants.

3. An affidavit of compliance with the AWWA Standard is required and a certified analysis shall be sent with each delivery.

G. CITRIC ACID (50%)

1. The material shall be commonly known as citric acid 50%.
2. The material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI / NSF Std. 60, Drinking Water Chemicals – Health Effects.
3. The material shall comply with the requirements of the Safe Drinking Water Act and other Federal regulations for potable water.
4. IMPURITIES: Citric acid shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the acid.
5. CERTIFICATIONS: Copies of certified lab showing compliance with all listed specifications shall be provided with each order of product. Laboratory analysis shall show percent citric acid content, pH, specific gravity as well as the amount of trace impurities tested by the manufacturer.
6. A current copy of the ANSI / NSF Standard 60 certificate shall be included in the bid packet for the product described. Additionally, each bill of lading shall bear the NSF stamp.
7. SAMPLES: A sample of the product shall be provided to SJRA staff prior to unloading the shipment upon request. Once verbal approval is obtained, the driver may unload the product.

H. HYDROCHLORIC ACID (15%)

The product supplied under this specification shall be NSF/ANSI Standard 60 certified for drinking water. Strength shall be a minimum 14.5% and no greater than 15.5% by weight. Specific gravity shall be approximately 1.075 at 25 degrees Celsius. Product shall be made from virgin hydrochloric acid. It shall be soluble in water and in ethanol. The pH as supplied shall be <1. The appearance should be clear. The sulfate content and nonvolatile residue shall be no more than 0.5%. Iron and total organic compounds (non-fluorine) content shall be less than 5mg/kg. Fluorinated organic compounds content shall be less than 25mg/kg. Lead content shall be less than 1mg/kg.

1. Bulk delivery is required.
2. An affidavit of compliance with the AWWA Standard is required and a certified analysis shall be sent with each delivery.

I. SODIUM BISULFITE (38%)

The product supplied under this specification shall be NSF/ANSI Standard 60 certified for drinking water. pH 3.5 – 5.5, Specific Gravity 1.1 - 1.4. The appearance Color Clear Yellow Liquid, Sediment Free. Liquid sodium bisulfite shall be free from contaminating substances which could interfere with normal operation of District facilities by causing clogging or blockage of feed lines, valves, strainers, or measuring devices.

1. Bulk delivery is required.

2. An affidavit of compliance with the AWWA Standard is required and a certified analysis shall be sent with each delivery.

J. CARBON DIOXIDE, CO²

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

1. Bulk delivery is required.
2. An affidavit of compliance with the AWWA Standard is required and a certified analysis shall be sent with each delivery.

K. 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 from interested contractors 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:

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

<u>RPM</u>	<u>TIME</u>
142	0'32"
60	3,09"
45	5'5"
30	8'23"
10	11'0"

2. 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 2021) 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>
Polydyne	Clarifloc N-3300P	1.000
Sterling	Magnafloc LT20	1.081
KED Group	PN100PWG	1.121
Henwil	HW-SE0300P	2.275

Price per pound shall 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 under this blanket purchase order. Copies of the polymer evaluation will be made available to Contractor through the Manatee County Utilities Department.

3. 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. In the event the polymer delivered by Contractor does not meet the above performance criteria, the County shall purchase another polymer from the approved list that shall meet the performance criteria under the special weather or water quality conditions occurring.
4. **POLYACRYLAMIDE POLYMER (NONIONIC)** - The following specifications are for dry high molecular weight polyacrylamide in accordance with AWWA Standard B453-06 except as noted below.
 - i. Scope:
The following specifications cover a high molecular weight polymer, including general conditions, material specifications, packing, marking, and shipping.
 - ii. General Conditions:
Affidavit of Compliance is required.
 - iii. Affidavit of Compliance:
Upon request by the County, Contractor shall furnish an affidavit that the Polyacrylamide Polymer product furnished under the blanket purchase order, complies with all applicable requirements of these specifications. Contractor shall also supply certification that the combination of dose and monomer level does not exceed 0.05% acrylamide dosed at 1 ppm.
 - iv. 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 1ppm.
 - v. 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.
 - vi. 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.**
 - vii. 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.

viii. 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% (Contractor shall furnish data relating viscosity (CPS) to % solution.)

ix. 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.

x. 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 the brand name.

xi. Delivery:

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

xii. Shipment:

Shipment shall be delivered in a closed truck offering maximum protection from the weather. Shipment shall be palletized, wooden slats on top and bottom, maximum of 2200 pounds per pallet.

xiii. Notification:

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

5. **POLYACRYLAMIDE POLYMER (ANIONIC OR NONIONIC)**

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

i. Scope:

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

ii. General Conditions:

Affidavit of Compliance is required.

iii. Affidavit of Compliance:

Upon request by the County, Contractor shall furnish an affidavit that the Polyacrylamide Polymer (anionic or non-ionic) product, furnished under the blanket purchase order, complies with all applicable requirements of these specifications.

Contractor shall also supply certification that the combination of dose and monomer level does not exceed 0.05% acrylamide dosed at 1 ppm.

iv. 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 1ppm.

v. 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.

vi. 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.**

vii. 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.

viii. 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% (Contractor shall furnish data relating viscosity (CPS) to % solution.)

ix. 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.

x. 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.

xi. 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.

L. COAGULANT AID (GROUND WATER)

1. Samples were requested of interested Contractors 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.

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

2. 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>
Ked Group	PA 103PWG	1.000
Polydyne	Clarifloc A-3308P	1.407
Polydyne	Clarifloc A-3320P	1.795
Kemira	Superfloc A-4330	2.114
Polydyne	Clarifloc A-3310	2.442

3. The price per pound shall 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. Copies of the polymer evaluation will be made available to Contractor. Copies of the polymer evaluation will be made available to the Contractor.
4. 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, the 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 Contractor(s) for refund (less shipping charges).

5. **POLYACRYLAMIDE POLYMER (NONIONIC)** - The following specifications are for dry high molecular weight polyacrylamide in accordance with AWWA Standard B453-06 except as noted below.
- i. **Scope:**
The following specifications cover a high molecular weight polymer, including general conditions, material specifications, packing, marking, and shipping.
 - ii. **General Conditions:**
Affidavit of Compliance is required.
 - iii. **Affidavit of Compliance:**
Upon request by the County, Contractor shall furnish an affidavit that the Polyacrylamide Polymer product furnished under the blanket purchase order, complies with all applicable requirements of these specifications. Contractor shall also supply certification that the combination of dose and monomer level does not exceed 0.05% acrylamide dosed at 1 ppm.
 - iv. **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 1ppm.
 - v. **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.
 - vi. **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.**
 - vii. **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 ponds/cubic foot.
 - viii. **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% (Contractor shall furnish data relating viscosity (CPS) to % solution.)
 - ix. **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.

x. 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 the brand name.

xi. Delivery:

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

xii. Shipment:

Shipment shall be delivered in a closed truck offering maximum protection from the weather. Shipment shall be palletized, wooden slats on top and bottom, maximum of 2200 pounds per pallet.

xiii. Notification:

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

6. **POLYACRYLAMIDE POLYMER (ANIONIC OR NONIONIC)**

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

i. Scope:

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

ii. General Conditions:

Affidavit of Compliance is required.

iii. Affidavit of Compliance:

Upon request by the County, Contractor shall furnish an affidavit that the Polyacrylamide Polymer (anionic or non-ionic) product, furnished under the blanket purchase order, complies with all applicable requirements of these specifications. Contractor shall also supply certification that the combination of dose and monomer level does not exceed 0.05% acrylamide dosed at 1 ppm.

iv. 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 1ppm.

v. 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.

vi. 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.**

vii. 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 ponds/cubic foot.

viii. 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% (Contractor shall furnish data relating viscosity (CPS) to % solution.)

ix. 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.

x. 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.

xi. 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.

M. TASTE AND ODOR CONTROL

The following chemical specifications are for use in controlling and removing causative agents responsible for producing taste and odors in potable water.

Chemical:

- Powdered Activated Carbon
- Sodium Percarbonate Algaecide

1. 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 contractors and bid ratios for the various products supplied were determined by performance testing. Bid ratios for carbon were prepared using the following experimental design:

- i. Basin B evaluated at 21 MGD
- ii. Mixing routine:

<u>RPM</u>	<u>TIME</u>	
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 typical required percent odorant removals from previous 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 (rounded up to the next 5 ppm. 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 total performance factor for each carbon / odorant combination was then determined by taking a weighted average of the performance factors from the various scenarios. The final performance factor for a carbon for each round of testing was then calculated as the average of the performance factors for geosmin and MIB. Performance factors were determined twice (April and September 2021) to capture different surface water qualities. 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>
• Jacobi	AquaSorb CB1-MW	1.000
• Jacobi	AquaSorb LP39	1.005
• Oxbow	OxPure AQM 325X	1.019

•	Cabot Norit	Hydrodarco LW M2361	1.112
•	Standard Purification	Watercarb 1000	1.421
•	Standard Purification	Watercarb EXP	1.577
•	Oxbow	OxPure AQM 325Y	1.602
•	Cabot Norit	Hydrodarco EX M2364	1.651
•	CarbPure Thatcher	CarbPure 800	2.165

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 bid 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 blanket purchase order, 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 Contractor 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, Contractor 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.

N. SODIUM PERCARBONATE ALGAECIDE

The chemical 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, Contractor shall have the capacity and inventory in the United States to provide sodium percarbonate algaecide to the County at a rate of 20,000 pounds every other week for a two-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.

O. HYDROFLUOROSILICIC ACID

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

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

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

P. LIQUID ALUM (ALUMINUM SULFATE) – COAGULANT

The following chemical is specified for use in the coagulation of potable drinking water. This chemical is intended specifically for use in the coagulation of colored surface water sources.

NOTE: In case of an emergency a portion of the delivery (up to 500 gallons) will be rerouted to one of the Wastewater Plants, County representative will inform the Contractor.

- | | |
|--|-------------|
| 1. <u>CHEMICAL</u> | <u>UNIT</u> |
| Liquid Alum (8.3% Al ₂ O ₃) | dry ton |

All specifications are in accordance with AWWA (American Water Works Association) standard B403-09, except as follows:

- | | |
|------------|---|
| Sec. 4 | Only liquid is required. |
| Sec. 6.2.4 | Certified weight certificates for each shipment is required |
| Sec. 6.3 | Affidavit of Compliance is required. |

2. Delivery Requirements

i. Shipment:

The Contractor shall be able to make shipments within 24 hours after notification. If the Contractor cannot meet the delivery requirements the right is reserved to buy Aluminum Sulfate from the next low Contractor.

ii. Storage Tank:

The Aluminum Sulfate shall be delivered and transferred into two (2) Manatee County Water Treatment Plant storage tanks. Tanks are 20,000-gallon capacity ASME grade and have inter-connecting piping to allow for storage/usage flexibility.

iii. Delivery Location:

Manatee County Utilities Water Treatment Plant
17915 Waterline Road
Bradenton, FL 34212

iv. Delivery Route:

Deliveries shall be made using the State Road 64 to Dam Road to Waterline Road route to minimize impact on residential areas.

Q. AMMONIUM SULFATE

AS4000 Ammonium Sulfate 40% solution as a source of ammonia for the formation of chloramines to disinfect treated water. This product shall comply with AWWA standard B302-16 (<https://www.awwa.org/store/productdetail.aspx?productid=58392229>) and meet all NSF/ANSI 60 requirements and be certified by NSF as meeting those requirements

(<http://www.nsf.org/services/by-industry/water-wastewater/water-treatment-chemicals/nsf-ansi-standard-60>).

1. Delivery Requirements: Contractor shall.

- i. Make deliveries within 24 hours, seven (7) days a week, including holidays, after receipt of order. The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the product.
- ii. Be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of Contractor delivery personnel in the proper performance of their duties.
- iii. Ensure performance to these delivery requirements by requiring Contractor's delivery personnel's constant inspection and observation of unloading operations and immediate response to problems or emergencies, which would most commonly be expected to occur.
- iv. Ensure the tanks or trailers are clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. The County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.
- v. Supply all appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite and ensure such valves, pumps, and discharge hoses are clean and free from contaminating material.
- vi. Furnish to the County an inspected and approved, leak-free connection device between its trailer and the Contractor's intake receptacle.
- vii. Observe the entire filling operation at each delivery site and immediately report any spill caused during the filling operations.
- viii. Take immediate and appropriate actions to clean up any spilled liquid ammonium sulfate. 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 Contractor and deducted from the amount due to the Contractor. 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 Contractor or its subcontractor, the Contractor shall be relieved of the responsibility for clean-up of the spill.
- ix. In the event of an emergency, as determined by the County, the Contractor shall deliver chemicals within 24 hours of verbal or written release order.

2. Delivery Locations and Estimated Quantities:

- i. **Southwest Regional Wastewater Treatment Plant**, 5101 65th St. West, Bradenton, FL 34210. County owns one (1) 8,300-gallon storage tanks. Approximate delivery requirement: 2,000 gallons every seven (7) calendar days. Deliveries may be suspended for the week if the tank level is above 75% of its capacity.

1.05 ACCESSIBILITY

Contractor shall ensure all of its electronic information, documents, applications, reports, and deliverables required under the blanket purchase order are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Contractor shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, Contractor shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

END EXHIBIT 1

EXHIBIT 2, MINIMUM QUALIFICATIONS

IFB No. 22-R078535SB

Bidders must submit the information and documentation requested that confirms Bidder meets the following minimum qualification requirement(s):

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida.

No documentation is required. The County will verify registration.

2. Sodium Hypochlorite

Each Bidder shall submit a one (1) gallon “chilled” sample of sodium hypochlorite to one of the approved testing laboratories listed in Exhibit 1, Scope of Work, for analysis and provide a copy of the testing results to the County with its Bid **OR** Bidder may submit a sample test data sheet from testing that was completed by one of the approved testing laboratories within sixty (60) days of the due date of this IFB. The laboratory shall ascertain whether the Bidder’s product is in compliance with the Specifications in this IFB for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, and suspended solids (based on Filter Test time) The cost of the analysis is solely Bidder’s responsibility.

NOTE: Failure to submit sample testing results or if sample does not meet the requirements of the Specification will result in Bidder(s) being deemed non-responsive for award of sodium hypochlorite.

Bidder provided the results from one of the approved testing laboratories of testing, conducted within 60 days of the Due Date, that confirms that its sodium hypochlorite meets the Specifications contained in Exhibit 1, Scope of Work.

3. The Bidder has provided Water and/or Wastewater Treatment Chemicals for at least five (5) clients since March 1, 2018.

Provide the following information for the five (5) qualifying clients.

- a) **Name of client**
- b) **Location (City/State)**
- c) **Client contact name**
- d) **Contact phone**
- e) **Contact email**
- f) **Service dates (Start/End)**

4. Bidder Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at the SBAFLA website at <http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3354/Default.aspx>

No documentation is required. The County will verify.

5. Bidder is not on the Florida Department of Management Services Suspended, Debarred, Convicted Vendor Lists.

No documentation is required. The County will verify.

6. Bidder is not on the Federal Excluded Parties (Convicted Vendor) List

No documentation is required. The County will verify.

7. Bidder is not on the FDOT Contractor Suspension List

No documentation is required. The County will verify.

8. Bidder has not been convicted of a public entity crime per Section 287.133, Florida Statutes, or environmental law in the past five (5) years.

Bidder must complete Attachment C and submit with its Bid attesting that it has not been convicted of a public entity crime or environmental law in the past five (5) years.

9. If Bidder is submitting as a joint venture, Bidder must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

If Bidder is a joint venture, provide a copy of Bidder's approved filing with the Florida Department of Business and Professional Regulation.

If Bidder is not a joint venture, provide a statement to that effect with Bid.

10. Bidder has no reported conflict of interests in relation to this IFB.

If no conflicts of interests are present, Bidder must submit a fully completed copy of Attachment E, Conflict of Interest Affidavit.

If there is a potential conflict of interest, on a separate page submit a statement to that effect and disclose the name of any officer, director or agent who is an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in Bidder's firm or any of its branches.

END EXHIBIT 2