

BID REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number and Title: 12-039, Water & Wastewater Analysis for Utilities

Description: Provide water and wastewater analysis in accordance with all applicable regulations for the Utilities Division

Receiving Period: Wednesday, February 8, 2012 Prior to 2:00 p.m.

Bid Opening: Wednesday, February 8, 2012 2:00 p.m.

Special Conditions: Current pricing is available at <http://www.polk-county.net/bids.aspx?type=ab>

This form is for bid registration only. Please scroll down for additional information.

**BIDDER REGISTRATION
FAX THIS FORM BACK IMMEDIATELY
FAX: (863) 534-6789**

Carefully complete this form and mail or fax it to the Procurement Division. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ E-mail: _____

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN

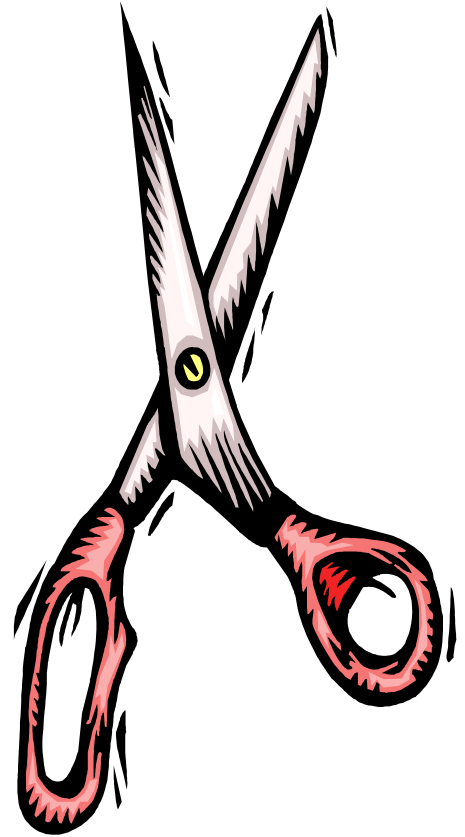
SEALED BID NO.: 12-039

BID TITLE: Water & Wastewater Analysis for Utilities

DUE DATE/TIME: Wednesday, February 8, 2012 prior to 2:00 p.m.

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PROCUREMENT DIVISION
330 West Church Street, Room 150
Bartow, Florida 33830



POLK COUNTY BOARD OF COUNTY COMMISSIONERS

**Procurement Division
Fran McAskill
Procurement Director**

**Bid #12-039
WATER & WASTEWATER ANALYSIS FOR UTILITIES**

Polk County, a political subdivision of the State of Florida, requests the submittal of bids from vendors that are interested in providing water and wastewater analysis for the Utilities Division as described herein. Sealed bids will be received in the Procurement Division, **prior to 2:00 p.m., February 8, 2012.** Bids will be opened at 2:00 p.m., February 8, 2012.

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Questions regarding this bid should be in writing and should reference the above Bid number. Submit all questions to **Chris Rewis, Procurement Manager, via email at chrisrewis@polk-county.net or via fax at (863) 534-6789.**

Bids may be mailed, express mailed or hand delivered to:

**Procurement Division
330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
(863) 534-6757
STATEMENT OF NO BID**

If you do not intend to submit a bid, please complete the information below and return to the Procurement Division via fax or mail. If returning by mail, please be sure the bid number and title are clearly marked on the front of the envelope.

- | | |
|---|---|
| ☐ Insufficient time to respond | ☐ Unable to meet specifications |
| ☐ Do not offer this product | ☐ Unable to meet bond/insurance requirements |
| ☐ Specifications unclear | ☐ Schedule would not permit us to perform |
| ☐ Specifications too restrictive | ☐ Other (please specify below) |

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

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BIDDER INSTRUCTIONS AND GENERAL INFORMATION

BIDDER INSTRUCTIONS: To ensure acceptance of this bid, follow these instructions.

BID DOCUMENTS MUST BE DELIVERED TO THE PROCUREMENT DIVISION PRIOR TO 2:00P.M. ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in black ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **NO BID:** Bidders not interested in submitting a bid should return a “no bid,” with an indication of the reason for no bid and the interest in future bid solicitations.
3. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**

NOTE: Bidders may call the Message Center only for bid results. The telephone number is (863) 534-7600 extension 304. The bid recap will be posted to the County's website at <http://www.polk-county.net/bids.aspx?type=bs> within ten (10) working days after the bid opening date. The bid analysis will also be posted to the County's website as soon as possible after the bid opening date. Bid files may be examined during normal working hours by appointment.

4. **COUNTY AS GATEKEEPER OF DOCUMENTS:** This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the bidder should not rely on such sources for information regarding the solicitation.
5. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.
6. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
7. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will

be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.

8. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the County at the prices bid. **An original invoice shall be submitted to the appropriate User Division at their drawer number, P.O. Box 9005, Bartow, Florida 33831.** The vendor shall include the bid number and/or the purchase order number on all invoices. Invoices will be processed for payment when approved by the user division.
9. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the County or any of their agencies. Furthermore, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.
10. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.
11. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the Procurement Director or their designee. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet must be signed by the bidder and faxed to (863) 534-6789.
12. **LIABILITY:** The vendor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
13. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
14. **BID PROTEST:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All bidders who bid will be sent a Notice of Recommended Award, unless only one bid was received.

A copy of the bid protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at www.polk-county.net.

FAILURE TO FOLLOW BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE BIDDER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

15. **SUMMARY OF TOTAL SALES:** At the end of each quarter, the successful vendor is required to furnish the Procurement Division with a summary of sales, in total dollars, for the work performed as a result of this bid.
16. **INDEMNIFICATION:** In consideration of Ten Dollars (\$10.00) and other valuable considerations, Seller, to the fullest extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the County) and hold harmless the County, its employees and agents from and against, including, but not limited to, all liability, claims, suits, demands, damages, losses, costs, including attorney fees, arising out of or resulting from the performance of its services, provided that any such liability, claim, suit, demand, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the service itself), including the loss of use resulting therefrom; and (b) caused in whole or in part by an act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a part indemnified hereunder. The contractor shall indemnify and hold harmless the County and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses and expenses (including attorney fees) arising out of any infringement or patent rights or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.
17. **PUBLIC ENTITY:** 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 construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this bid, the bidder hereby certifies that they have complied with said statute.
18. **PREFERENCE FOR DRUG FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.

19. **CODE OF ETHICS:** If any bidder violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods, or services for the County.
20. **SEALED BIDS:** All bid submittals must be completed and submitted in a sealed parcel. **(DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ENVELOPE. BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL AND ONE (1) COPY OF ORIGINAL.)** The **Original** bid submittal(s) shall be submitted on the forms provided by Polk County. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.

GENERAL INFORMATION

1. **DEFINITIONS:** The term "County" means the Polk County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
2. **AWARD(S):** The award of this bid shall be based on low bid meeting specifications and other criteria as specifically called out in this document. As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:
 - Vendor's evaluation – quality of performance on previous projects.
 - The ability, capacity, equipment and skill of the bidder to fulfill the contract.
 - Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
 - The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
 - The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
 - The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
 - The ability of the bidder to provide future maintenance and service, as required or needed.
 - The number and scope of conditions attached to the bid.
3. **LOCAL PREFERENCE:** It is the policy of the Board of County Commissioners to afford local preference to Polk County entities in the award of bids. Preference shall be administered in accordance with the following:

When bids are received that do not exceed \$3,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered

by an entity located in Polk County, and is within 2% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than \$3,000,000.00 but do not exceed \$5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 1% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest-price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than \$5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within .5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

For purposes of this provision the term "Polk County entity" means any business having a physical location within the boundaries of Polk County at which employees are located and from which business is regularly transacted.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows local preference, the County will adhere to those requirements by not applying this section.

4. **VENDOR PREFERENCE:** It is the policy of the Board of County Commissioners to afford vendor preference to women or minority owned entities in the award of bids. Preference shall be administered in accordance with the following:

When sealed bids are received that do not exceed \$3,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 2% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than \$3,000,000.00 but do not exceed \$5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 1% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded

the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than \$5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within .5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

The term "Women or Minority Owned Entity" means any business having at least 51% ownership by women or minority group members who independently control the management and day-to-day operations of the firm. Group members are Females, African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any deferral, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

5. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
6. **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the monies which may become due herein is not assignable except with the prior written approval of the Procurement Director.
7. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.
8. **FACILITIES:** The County reserves the right to inspect the bidder's facilities at any time, with prior notice.
9. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.
10. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.

11. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.
12. **TERMINATION/SUSPENSION:** The Procurement Director reserves the right to terminate or suspend the award of this bid, in whole or in part, when it is in the best interest of the County to do so. The Procurement Director will notify the vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension.

If the User Division determines that the performance of the vendor does not comply with the bid requirements, the division may:

- a. Immediately suspend the work; and
 - b. Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
13. **CANCELLATION:** All annual bid obligations shall prevail for at least one hundred eighty (180) days after effective date of the bid, unless bid conditions are breached as specified herein. After that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The County reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the County. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Procurement Director may cancel the bid immediately.
 14. **PLANS AND SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on are hereby made a part of the purchase order by reference thereto.
 15. **PERFORMANCE AND PAYMENT BOND:** If a bond is required, it will be called out in the Special Conditions section of the bid. The vendor shall furnish a performance and payment bond, unless otherwise stated in the bid document, in an amount equal to the amount awarded, as security for the faithful performance and payment of all the vendor's obligations under the bid documents. The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the bid documents. All bonds shall be in the form prescribed by the bid document except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.

16. **UNAUTHORIZED ALIEN(S):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at 1-888-464-4218.

17. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.
18. **PRICE INCREASES:** The Procurement Director Reserves the right to increase/decrease prices after the bid has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases/decreases will be determined by the appropriate price index.
19. **UNCONTROLLABLE FORCES (FORCE MAJEURE):** When events occur that are not of the Contractor or County's doing, neither the Contractor nor the County will be deemed in default should the events meet the definition of "Uncontrollable Forces", also known as "Force Majeure". The term "Uncontrollable Forces" or "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations and which is beyond the reasonable control of the non-performing party.

The events include, but are not limited to, fire, flood, earthquakes, storms, hurricanes, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied the event prior to its occurrence.

The non-performing party shall, within five (5) calendar days after being prevented or delayed from performance by an uncontrollable force, deliver written notice to the other party particularly describing the circumstance that prevented its continued performance of the obligations of the work and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay.

SPECIAL CONDITIONS

1. Award will be made based on overall low bid meeting specifications per Group "A". Bidders must bid on **ALL** items in Group "A" for the bid to be considered responsive. Group "B" will not be considered in the basis of award but items listed therein may be used throughout the contract term. All bid items that are part of the basis of award should be bid at a fair and reasonable price; failure to do so may cause the bid to be non-responsive. The Procurement Director reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the County.
2. **PERFORMANCE OF WORK:** The contracted laboratory must be able to perform 90% of the chemical analysis and 100% of the bacteriological analysis on site. Subcontracting of bacteriological analysis is prohibited.
3. For purposes of this solicitation, the following definitions apply:
 - a. Contracted laboratory – facility at which testing will be performed. The address for the contracted laboratory must be noted on the Signature Acknowledgement page.
 - b. Subcontracting – transfer of analyte to a separate facility that performs testing under a different NELAC certificate regardless whether the laboratory is part of the same company.
 - c. On site – services are provided by the contracted laboratory residing within a fifty (50) mile radius of Polk County.
 - d. Fifty (50) mile radius – based on Florida Department of Transportation (FDOT) mileage from the address noted on the Signature Acknowledgement page for the contracted laboratory which would perform testing to the closest Polk County line. The FDOT mileage calculator can be found at <http://www2.dot.state.fl.us/CityToCityMileage/viewer.aspx>. This is the **ONLY** method by which mileage will be calculated.
4. The period of performance for this bid is from date of award through December 31, 2013. It may be extended for two (2) one (1) year periods at the same terms and conditions, with the mutual agreement of all parties. If the contract is extended and an adjustment is necessary due to the fluctuation of fuel costs, the adjustment will be made in the following fashion:
 - a. The price of fuel as of the bid opening date will be determined using fuel costs notated in OPIS Daily Rack Average.
 - b. The successful vendor must submit a percentage of their bid price that is equal to the portion directly attributable to the cost of fuel only.
 - c. Should the price of fuel fluctuate by 15% or more of the Group "A" Total, the percentage of the bid price directly attributable to the cost of fuel will be **increased or decreased** by the same fluctuation in price as determined by OPIS Daily Rack Average at the end of the applicable one (1) year term.

Water and Wastewater Analysis

Bid 12-039

5. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General Information Item #18 or Special Conditions Item 4. Adjustment methodologies will not be used in tandem.
5. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and posted on the County's website at <http://www.polk-county.net/bids.aspx>. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.
6. The business of the contracted laboratory must include analysis of the item(s) awarded to them. The contracted laboratory must have been active in laboratory analysis for a minimum of five (5) years. A letter stating such shall be submitted with the bid.
7. All bidders must enclose, **with their bid**, a copy of the contracted laboratory's State Certificate(s) and NELAC Certification along with a summary of the past three (3) years of Proficiency Testing in order to be considered in the award of this bid. **Subcontracting of bacteriological analysis is prohibited.** A list of proposed laboratories to perform subcontracted work shall be included with the bid submittal. All submittals required of the contracted laboratory shall also be required from the laboratories that perform subcontracted work. All work performed by the contracted laboratory or sub-contracted out must meet all regulated deadlines. The contracted lab will provide, upon request, an approved Department of Environmental Protection (DEP) Quality Assurance Plan to Polk County Utilities (PCU).
8. The contracted laboratory must also be able to maintain a minimum of 90% or better Proficiency Testing record on the subcontracted analytes. The PT results will be submitted yearly during the contract.
9. Three (3) references shall be included with the bid submittal. References should include the contact name, phone number, email address, type of work provided, and length of contract/service.
10. Bidders failing to meet the requirements, fully specified in Special Conditions Items #2, #6, #7 and #8, shall subject their bid to rejection or cancellation of contract award.
11. The contracted laboratory shall perform testing within a fifty (50) mile radius of the Polk County line closest to the contracted laboratory site performing testing.
12. Usage of this bid may vary. All quantities are estimates and in no way obligate PCU to minimum usage.
14. For further bid information, contact Chris Rewis, Procurement Manager, Procurement Division via email: chrisrewis@polk-county.net, or fax (863) 534-6789.

SPECIFICATIONS

1. The contracted laboratory shall analyze the samples according to the rules of the Florida DEP, Chapter 62-7, 62-19, 62-160, 62-550, 62-551, 62-600, and 62-701.
2. The contracted laboratory must comply with Florida Administrative Code 64E-1.
3. The contracted laboratory will be responsible for picking up the samples for analysis five (5) days per week Monday through Friday from the following locations at times specified by PCU:
 - a. Southwest Regional WWTF, 2000 4th Street, Mulberry, 33860
 - b. Northwest Regional WWTF, 8950 North Campbell Road, Lakeland, 33810
 - c. Northeast Regional WWTF, 200 Westview Drive, Davenport, 33837.

The contracted laboratory will be responsible for picking up samples for analysis two (2) days per week from the following location at times specified by PCU:

- a. Central Regional WWTF, 35 Vaughn Road, Winter Haven, 33880.

At the County's request, a weekend pick up may be required at any of the above locations. The contracted laboratory awarded the bid will arrange for pick up and transportation of samples from a total of four (4) sites at their expense.

4. All sample collection containers and chain of custodies shall be furnished by the contracted laboratory awarded the bid. Samples kits shall consist of pre-labeled bottles, waterproof plastic bags for bacteriological samples, and appropriate preservatives. Coolers which do not leak and do not have broken handles will be provided upon request. The contracted laboratory is responsible for all costs incurred for sample kits, reagents, and any shipping costs.
5. All samples shall be taken by the Utilities Division, except for groundwater monitoring well samples listed in Item #15. The only exception would be for special sampling events which would be billed at the hourly rate listed in Item #14.
6. All chemical reports (including drinking water, wastewater, and monitoring wells) must be received by PCU within **ten (10)** working days and all bacteriological reports must be received within **three (3)** working days. Reports shall be sent electronically and hard copy to the designated Utilities representative. All reports shall be industry standard report formats. Reports for Item #15 shall be submitted in the FDEP Groundwater Monitoring Report format included in each of the FDEP facility permits and will be provided to contracted laboratory by the County.
7. Electronically submitted reports must be in a PDF format, except for the Groundwater Monitoring Reports which must be submitted in Microsoft Excel format. If the contracted laboratory's LIMS system is compatible with the County's Hach WIMS software an interface may be developed at PCU's expense to import data directly.

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8. Any sample for chemical analysis not meeting Chapter 62-600, 62-601 and 62-550, FDEP permit requirements must be reported immediately by telephone to Jason Hopp, Utilities, at (863) 701-3082 or by email to jasonhopp@polk-county.net within **24-hours of analysis completion**. Any sample for bacteriological analysis not meeting Chapter 62-550 requirements must be reported immediately by telephone to Steve Whidden, Utilities, at (813) 397-1441 or by email to stevewhidden@polk-county.net within **2-hours of analysis completion**.
9. Testing Groundwater Monitoring Wells must be completed within the first two (2) months of each quarter. All sampling equipment including but not limited to pumps, tubing, analyzers, and depth sounders will be supplied by the contractor. All groundwater sampling activities will be performed in accordance with FDEP SOP FS2200.

BID SHEET

The Bid Sheets for this solicitation are available in Microsoft Excel format on the County's "Notice of Bids" page (<http://www.polk-county.net/bids.aspx>). All Bid Sheets are to be submitted on a CD or flash drive with your bid submittal along with the hard copy. The CD must be labeled with the company name and bid number.

Deviation from the Bid Sheets is strictly prohibited and will not be accepted.

BID SHEET GROUP "A"

Basis of Award

Item #	Description	Sample Qty	Unit Price	Total Cost	Total Group Cost	Section Totals	
Section 1 - Environmental							
Item 1 (Daily pick up as directed by PCU and analyze)							
Daily (4 days per week) representative wastewater samples picked up at 3 WWTF with Polk County. Price should include 2 membrane filtration dilutions per sample and all quality control confirmations. Membrane filtration volumes will be 1.0 mL and 100mL.							
1a	TSS	650		\$ -			
1b	Fecal Coliform	650		\$ -			
Total Item 1					\$ -		
Item 2 (Pick up as directed by PCU and analyze)							
Weekly, bi-weekly, monthly representative wastewater samples. Price should include 2 membrane filtration dilutions per sample and all quality control confirmations. Membrane filtration volumes will be 1.0 mL and 100 mL.							
2a	CBOD	1100		\$ -			
2b	TSS	1100		\$ -			
2c	Fecal Coliform	300		\$ -			
2d	Nitrate	750		\$ -			
2e	Total Kjeldahl Nitrogen	650		\$ -			
2f	Ammonia	650		\$ -			
2g	Total Phosphorous	650		\$ -			
2h	COD	325		\$ -			
Total Item 2					\$ -		
Item 3 (Pick up as directed by PCU and analyze)							
Residuals: conduct sludge analysis as in 62-640 and 40 CFR 503.13 Table I Regulations for the following group of analytes using the methods indicated or the latest EPA approved methods. Indicate if the bid is based on using a method other than one of those listed and identify the alternative method.							
3	Group Analyte	1		\$ -			
	Fecal MNP Analyte	7		\$ -			
Total Item 3					\$ -		
Item 4 (Pick up as directed by PCU and analyze)							
Annual effluent analysis - to include analytes listed in the FAC 62-550 for primary and secondary inorganics, synthetic organic contaminants (SOC), volatile organic contaminants (VOC), gross alpha, radium 226, radium 228, total trihalomethanes, and dioxin.							
4	Group Analyte	5		\$ -			
Total Item 4					\$ -		
Section I - Environmental						\$ -	
Section II - Drinking Water Analysis							
Item 5 (Pick up as directed by PCU and analyze)							
5a	Total Coliform (Membrane Filtration)	3000		\$ -			
5b	Total Coliform (MMO-Mug)	250		\$ -			
Total Item 5					\$ -		
Item 6 (Pick up as directed by PCU and analyze)							
62-550 analysis (less asbestos, less dioxin). To include analytes listed in the FAC 62-550 organic contaminants (VOC), gross alpha, radium 226, radium 228. Prices for asbestos and dioxin are priced separately in Section II, Item 15.							
6	Group	40		\$ -			
Total Item 6					\$ -		
Item 7 (Pick up as directed by PCU and analyze)							
Pesticides and PCBs FAC 62-550 Table 5 (less dioxin). Includes all analytes listed in FAC 62-550 Table 5, except dioxin which is priced separately in Section II, Item 15.							
7	Group	25		\$ -			
Total Item 7					\$ -		
Item 8 (Pick up as directed by PCU and analyze)							
8	Total Trihalomethanes (Group)	250		\$ -			

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Total Item 8				\$	-	
Item 9 (Pick up as directed by PCU and analyze)						
9	Haloacetic Acids (Group)	250		\$	-	
Total Item 9				\$	-	
Item 10 (Pick up as directed by PCU and analyze)						
10	Volatile Organic Compounds - includes all analytes listed in 62-550 Table 4 (Group)	20		\$	-	
Total Item 10				\$	-	
Item 11 (Pick up as directed by PCU and analyze)						
Radionuclides						
11a	Gross Alpha	15		\$	-	
11b	Radium 226	15		\$	-	
11c	Radium 228	15		\$	-	
Total Item 11				\$	-	
Item 12 (Pick up as directed by PCU and analyze)						
Lead and copper - prices for analyses of lead and copper should be combined.						
12	Group	350		\$	-	
Total Item 12				\$	-	
Item 13 (Pick up as directed by PCU and analyze)						
Nitrate/nitrite - prices for analyses for nitrate and nitrite should be combined.						
13	Group	150		\$	-	
Total Item 13				\$	-	
Item 14 (Pick up as directed by PCU and analyze)						
Hourly sampling rate - to include field analysis and sampling of DW/WW/GW						
14	Group	100		\$	-	
Total Item 14				\$	-	
Item 15 (Pick up as directed by PCU and analyze)						
15a	Asbestos	3		\$	-	
15b	Dioxin	2		\$	-	
Total Item 15				\$	-	
<i>Section II - Drinking Water Analysis</i>						\$ -
Section III - Groundwater Monitoring						
Item 16 (Sample, analyze, submit FDEP reports quarterly to PCU for 55 ground water monitoring well site) See Attachment A and B						
Quarterly monitoring well samples for the following group of analytes. Field parameters include: dissolved oxygen, turbidity, pH, temperature, conductivity, and water level. Laboratory parameters include: nitrate, TDS, arsenic, chlorides, cadmium, chromium, lead, fecal coliform, sulfate, and sodium.						
16	Group	210		\$	-	
Total Item 16				\$	-	
<i>Section III - Groundwater Monitoring</i>						\$ -
Group A Total						\$ -

BID SHEET GROUP "B"

As-needed

Group B				
Parameter	Fee per sample	Fee per sample	Fee per sample	Total
	Drinking water	Environment*	Sludge	
Acidity				\$ -
Alkalinity, Total				\$ -
Bicarbonate				\$ -
Bromide				\$ -
Bromine				\$ -
Carbon, Total Organic				\$ -
Carbonate				\$ -
Chloride				\$ -
Chlorine Dioxide				\$ -
Chlorite				\$ -
Chlorine, Residual				\$ -
Chlorophyll a				\$ -
Chromium, Hexavalent				\$ -
Color				\$ -
Conductivity				\$ -
Corrosivity (Langlier Index Calculation)				\$ -
Cyanide, Amenable				\$ -
Cyanide, Total				\$ -
Demand,Biochemical Oxygen				\$ -
Demand, Carbonaceous Biochemical Oxygen				\$ -
Demand,Chemical Oxygen				\$ -
Dissolved Oxygen				\$ -
Sub Total				\$ -
Dioxide, Silicon				\$ -
Fluoride				\$ -
Formaldehyde				\$ -
Hardness, Total				\$ -
Hydrogen Sulfide				\$ -
Legionella				\$ -
Nitrogen, Nitrate				\$ -
Nitrogen, NOx				\$ -
Nitrogen, Nitrite				\$ -
Nitrogen, Total Organic				\$ -
Nitrogen, Total				\$ -
Nitrogen, Total Kjeldahl				\$ -
Nitrogen, Unionized Ammonia				\$ -
Odor				\$ -
Oil and Grease				\$ -

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pH				\$ -
Phenols, Total				\$ -
Phosphorus,Ortho (dissolved)				\$ -
Phosphorus, Total				\$ -
Radium, 226/228 Combined				\$ -
Radon				\$ -
Sub Total				\$ -
Residue, Filterable (TDS)				\$ -
Residue, Non Filterable (TSS)				\$ -
Residue, Total				\$ -
Residue, Volatile				\$ -
Strontium –90				\$ -
Sulfate				\$ -
Sulfide, Total				\$ -
Total Recoverable Petroleum Hydrocarbons				\$ -
Turbidity				\$ -
Fecal Coliform				\$ -
Total Coliform				\$ -
Fecal Strept Coliform				\$ -
Heterotrophic Plate Count				\$ -
Haloacetic Acid Formation Potential				\$ -
Microbiological-MMUG Presence/Absence				\$ -
Total Toxic Organic				\$ -
Aluminum				\$ -
Antimony				\$ -
Arsenic				\$ -
Sub Total				\$ -
Barium				\$ -
Beryllium				\$ -
Boron				\$ -
Cadmium				\$ -
Calcium				\$ -
UV 254				\$ -
Chromium				\$ -
Cobalt				\$ -
Iron				\$ -
Lead				\$ -
Magnesium				\$ -
Manganese				\$ -
Mercury				\$ -
Molybdenum				\$ -
Nickel				\$ -
Potassium				\$ -
Selenium				\$ -

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Silver				\$ -
Sodium				\$ -
Thallium				\$ -
Vanadium				\$ -
Zinc				\$ -
Sub Total				\$ -
TCLP Metals				\$ -
TCLP Volatiles				\$ -
TCLP Semi-volatiles				\$ -
TCLP Pesticides				\$ -
TCLP Herbicides				\$ -
Full TCLP List				\$ -
Sub Total				\$ -

*Environmental includes influent, effluent, pretreatment, leachate, and groundwater samples

**SIGNATURE ACKNOWLEDGEMENT
(SUBMITTAL PAGE)**

To Polk County, a Political Subdivision of the State of Florida

Date: _____

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

VENDOR NAME

AUTHORIZED SIGNATURE (MANUAL)

MAILING ADDRESS

NAME (TYPED OR PRINTED)

CITY, STATE AND ZIP CODE

TITLE (TYPED OR PRINTED)

(AREA CODE) TELEPHONE NUMBER

TOLL FREE NUMBER

(AREA CODE) FAX NUMBER

E-MAIL ADDRESS

This bid may be used by any other Government Agency. [] YES [] NO [] N/A

A Polk County Procurement Card will be accepted as method of payment. [] YES [] NO

NOTE: If Bidder checks "yes" above, Bidder agrees that the County will use a County issued Visa card for the payment of any and all invoices submitted as a result of the performance of this bid.

DRUG-FREE WORKPLACE FORM (SUBMITTAL PAGE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
(SUBMITTAL PAGE)

State of _____)

County of _____)

_____, being first
duly sworn, deposes and says that:

1. He/she is _____ of _____, the Bidder that has submitted the attached Bid;
2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____

(Title)

My Commission Expires: _____

INSURANCE REQUIREMENTS

The successful vendor shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, P.O. Box 9005, Drawer AS05, Bartow, Florida 33831-9005. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations: \$1,000,000, Broad Form CG&L \$1,000,000. Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

**INSURANCE
(SUBMITTAL PAGE)**

By signing below the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in Bid 12-039.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- Polk County will be named as an additional insured for general and automobile liability
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of Polk County

Company Name

Bidder (signature)

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**SOLICITATION NO.: 12-039PROJECT NAME: Water and Wastewater Analysis

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature_____
Title_____
Date**STATE OF:** _____**COUNTY OF:** _____

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 20____, by

(Print or Type Name) who has produced_____
(Type of Identification and Number) as identification._____
Notary Public Signature_____
Printed Name of Notary Public_____
Notary Commission Number/Expiration

CHECKLIST

FORM	INCLUDED IN BID PACKAGE	
Signature Acknowledgement	☐	Yes
Drug-Free Work Place Form	☐	Yes
Non-collusion Affidavit of Prime Bidder	☐	Yes
Insurance (Submittal Page)	☐	Yes
Three (3) References	☐	Yes
Letter Stating Years Active in Laboratory Analysis	☐	Yes
Copy of State Certificate(s) and NELAC Certification	☐	Yes
Bid Sheets	☐	Yes