

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: January 15, 2013

Consent  Regular   
Public Hearing

Department: Water Utilities Department

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Contract with Hinterland Group, Inc. for the Rehabilitation of Sanitary Sewer Concrete Structures and Lift Stations, Water Utilities Department, Division of Operations/Maintenance, over a 12 month term in a budgeted amount not to exceed \$419,578 with an option to renew for four (4) additional 12 month terms.

**Summary:** On January 12, 2012, five (5) bids were received for the Rehabilitation of Sanitary Sewer Concrete Structures and Lift Stations with Hinterland Group, Inc. being the lowest, responsive, responsible bidder in the amount of \$419,578. This contract will be used to rehabilitate and maintain existing lift stations and concrete structures. Contract award is for a 12 month term with an option to renew for four (4) additional 12 month terms. The contract is for a not to exceed budgeted amount of \$419,578. Work will be assigned during the 12 month contract period by formal Construction Delivery Orders (KDOs) drawn against this continuing contract. The unit prices contained in this contract will be used in determining the cost of each KDO. In accordance to the SBE Ordinance Section 2-80.21 - 2-80.34 of the Palm Beach County Code, the Small Business Enterprise (SBE) participation goal established is 15% overall. Hinterland Group, Inc. proposes to meet the established goal of 15% as per the commitment statement. Hinterland Group, Inc is a local Palm Beach County company. T.V. Diversified, Inc., the second lowest bidder, filed a bid protest on the grounds that Hinterland's bid should be deemed non-responsive on the basis that Hinterland's bid was based upon the use of a product which was not listed on the County's Minimum Construction and Engineering Standards as of the date the bids were due to be submitted and opened by the County. In accordance with the County Purchasing Ordinance, the protest was heard by a Special Master. The Protest Hearing occurred on October 26, 2012, with the Special Master recommending the bid protest be denied. (Bid# WUD 12-001/VMG) Districts 2, 3, 5 and 6 (JM)

**Background and Justification:** This project provides for rehabilitation and maintenance of existing lift stations and concrete structures to include, but not necessarily limited to removal and/or replacement of various related mechanical equipment within the sewer system. On January 12, 2012, five (5) bids were received with Hinterland Group, Inc. submitting the lowest bid in the amount of \$419,578. Hinterland Group, Inc is determined to be the lowest responsive, responsible bidder. Staff has reviewed the bids and recommends award to Hinterland Group, Inc. in a budgeted amount not to exceed \$419,578.

**Attachments:**

1. Two (2) Original Contracts
2. Location Map
3. Bid Tabulation Sheet
4. SBE Compliance Review
5. Ruling of Special Master
6. Hinterland SBE commitment

Recommended By: \_\_\_\_\_

*Bing Beards*  
Department Director

12/15/12  
Date

Approved By: \_\_\_\_\_

*Sharon J. O'Byrne*  
Assistant County Administrator

12-27-12  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
<b>NET FISCAL IMPACT</b>	<del>0</del>	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

**Budget Account No.:** Fund N/A Dept N/A Unit N/A Object N/A

Is Item Included in Current Budget? Yes  No

Reporting Category N/A

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**



This agreement does not encumber any funds. Funds will be encumbered during the 12 month contract period by formal Construction Delivery Orders (KDOs) drawn against this continuing contract with the project cost identified in each KDO. These will be funded by Water Utility Department user fees.

**C. Department Fiscal Review:** Debra M. West

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

[Signature]  
OFMB  
12/21

[Signature]  
Contract Development and Control  
12/20/12

**B. Legal Sufficiency:**

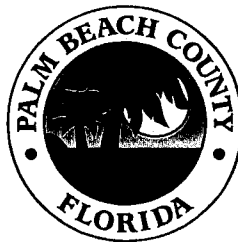
[Signature]  
Assistant County Attorney  
12/27/12

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

This summary is not to be used as a basis for payment.

Shelley Vana, Chair  
Steven L. Abrams, Vice Chairman  
Karen T. Marcus  
Paulette Burdick  
Burt Aaronson  
Jess R. Santamaria  
Priscilla A. Taylor



Robert Weisman

Water Utilities Department  
Division of Procurement

**BOARD OF COUNTY COMMISSIONERS  
NOTICE OF SOLICITATION  
BID # WUD 12-001/VMG**

**REHABILITATION OF SANITARY SEWER CONCRETE STRUCTURES AND LIFT STATIONS  
WATER UTILITIES DEPARTMENT, DIVISION OF OPERATIONS & MAINTENANCE  
TERM CONTRACT**

**BID OPENING DATE: JANUARY 12, 2012 AT 2:00 P.M.**

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Water Utilities Department, Division of Procurement (561) 493-6061.

It is requested that all bids be submitted in triplicate, two originals and one copy.

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

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

**CAUTION**

**Amendments – All questions must be submitted in writing. When questions raised are deemed appropriate by the Water Utilities Department, they shall be answered in the form of an Amendment. All issued shall become a part of the Contract Document(s). To receive consideration, such questions shall be submitted in writing to the Water Utilities Department, Division of Procurement, not less than ten (10) days before the established bid opening date. It is the vendor's responsibility to routinely check for any amendments that may have been issued prior to the deadline for receipt of bids.**

**Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from the above website or obtained directly from the Purchasing Department.**

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

**8100 Forest Hill Boulevard, West Palm Beach, FL 33413  
(561) 493-6061 FAX: (561) 493-6074**

**BOARD OF COUNTY COMMISSIONERS**  
Palm Beach County  
**INVITATION FOR BID**

REHABILITATION OF SANITARY SEWER CONCRETE STRUCTURES  
AND LIFT STATIONS, WATER UTILITIES, DIV OF OPERATIONS &

BID NO.: WUD 12-001/VMG      BID TITLE: MAINTENANCE

WATER UTILITIES DEPARTMENT CONTACT: Vernetha M. Green      TELEPHONE NO.: 561-493-6061

FAX NO.: 561-493-6074      EMAIL ADDRESS: vgreen@pbcwater.com

All bid responses must be received on or before January 12, 2012, prior to 2:00 p.m., Palm Beach County local time, at which time all bids shall be publicly opened and read. **SUBMIT BID TO:** Palm Beach County Water Utilities Department, 8100 Forest Hill Boulevard, West Palm Beach, Florida 33413.

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

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

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS**

**GENERAL CONDITIONS**

**1. GENERAL INFORMATION**

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

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

**2. LEGAL REQUIREMENTS**

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

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

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.

c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Ordinance 2003-030, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County shall conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of vendors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. The bidder is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

e. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be

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

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

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

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

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

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

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

- h. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.
- i. **SUCCESSORS AND ASSIGNS:** The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- j. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.
- k. **PUBLIC RECORDS:** Any material submitted in response to this invitation for bid is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.
- l. **INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the

contractual obligations shall be interpreted according to the laws of Florida.

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

### 3. BID SUBMISSION

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

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

### c. SBE BID DOCUMENT LANGUAGE

#### Item 1 - Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

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

#### Item 2 - SBE Goals

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

#### Item 3 - Ranking of Responsive Bidders

Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

- a. In evaluating competitive bids or quotes between \$1,000 and one million dollars (\$1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%; or
- b. In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).
- c. In evaluating bids in excess of one million dollars (\$1,000,000), the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000);
- d. In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000).
- b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.
- c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.
- d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.
- e. The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).
- f. The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers/distributors that are not manufacturers.
- g. The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.
- h. The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified.

#### **Item 4 - Bid Submission Documentation**

SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the work to be performed by their own workforce as well as the work to be performed by any SBE or M/WBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

#### **Schedule 1 - List of Proposed SBE and M/WBE Participation**

This list shall contain the names of all SBE and M/WBE prime and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

**(Only Job Order Contracting (JOC) contracts and Task Authorizations for annual contracts may be excluded from this requirement.)**

#### **Schedule(s) 2 - Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor**

A Schedule 2 for each SBE and/or M/WBE Subcontractor listed on Schedule 1 shall be completed and signed by the proposed SBE and/or M/WBE Subcontractor. Subcontractors shall specify the type of work to be performed, the cost or percentage shall also be specified. Additional sheets may be used as needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

#### **Item 5 - SBE Certification**

Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established SBE goals. Upon receipt of a complete application, IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY. It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at [www.pbcgov.org/osba](http://www.pbcgov.org/osba) to verify SBE certification.

#### **Item 6 - Counting SBE Participation (and M/WBE Participation for Tracking Purposes)**

- a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.

#### **Item 7 - Responsibilities After Contract Award**

##### **Schedule 3 - SBE-M/WBE Activity Form**

This form shall be submitted by the prime contractor with each payment application when SBE and/or M/WBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE and M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor and show amount drawn and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

##### **Schedule 4 - SBE-M/WBE Payment Certification**

A schedule 4 for each SBE and/or M/WBE sub shall be completed and signed by the proposed SBE and/or M/WBE after receipt of payment from the prime. When applicable, the prime shall submit this form with each application submitted to the county for payment to document payment issued to a sub in the performance of the contract.

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

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

##### **Item 8 - SBE Substitutions**

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

- d. **LOCAL PREFERENCE ORDINANCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to (1) bidders having a permanent place of business in Palm Beach County; (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the

## Glades

- a. **Glades Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades Business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a local, non-local, or regional business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference.
- b. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local or regional business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference.
- c. To receive either a Glades Local Preference or a Local Preference, a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation/Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation/Invitation for Bid. Please note that in order to receive a local preference, the bidders name and Palm Beach County address listed on the business tax receipt must be the same bidders name and Palm Beach County address that is included in the bid submitted by the bidder to the County and that the attached Certification of Business Location and Business Tax Receipt must accompany the bid at the time of bid submission. Failure to submit this information will cause the bidder to not receive a local preference. Palm Beach County may require a bidder to provide additional information for clarification purposes at any time prior to the award of the contract.
- e. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.
- f. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.
- g. **PRICING:**
- (1) Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
  - (2) The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
  - (3) All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
  - (4) Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening to allow for evaluation and award.
  - (5) Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
- (6) In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE BIDDER PRIOR TO BID OPENING. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
- (7) Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.
- h. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid." If some items are to be offered at no charge, bidders should mark those items as "no charge." Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly. Bidders who do not wish to submit bids on any item in this solicitation, should return a "Statement of No Bid" in an envelope plainly marked with the bid number and marked "NO BID."
- i. **ACCEPTANCE/REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.
- Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.
- j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.
- l. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an

emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the County.

m. **SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County.

n. **GUA PURCHASES UNDER \$100,000:** Pursuant to Section 2-54(f)(11), Palm Beach County Code, purchases under \$100,000 made for the Glades Utility Authority "GUA" may be awarded only to those vendors located in the Glades, as defined in the Palm Beach County Code. It is the County's intent to award this solicitation to the lowest, responsive, responsible bidder located in the Glades. However, if no response is received from a vendor located in the Glades, the good or service shall be re-solicited to all vendors and awarded to the lowest, responsive, responsible bidder.

#### 4. BID OPENING/AWARD OF BID

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

b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review, at the Water Utilities Department prior to final approval, and shall remain posted for a period of five (5) business days. Bidders desiring a copy of the bid posting summary may request same by enclosing a self-addressed, stamped envelope with their bid. (NOTE: As a service to bidders, the County provides an unofficial list of award postings on our web site.) The official posting in the Water Utilities Department shall prevail if a discrepancy exists between the referenced listings.

c. **PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to 561/242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

#### 5. CONTRACT ADMINISTRATION

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

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

b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the

County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials.

c. **PAYMENT:** Payment shall be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.

d. **CHANGES:** The Director of Water Utilities, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Water Utilities, and written acceptance from the Director of Water Utilities or the Board of County Commissioners.

e. **DEFAULT:** The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Water Utilities may authorize in writing) after receipt of notice from the Director of Water Utilities specifying such failure. In the event the County terminates this contract in whole or in part because of default of the successful bidder, the County may procure goods and/or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

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

f. **TERMINATION FOR CONVENIENCE:** The Director of Water Utilities may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

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

g. **ACCESS AND AUDITS:** The bidder shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the bidder's place of business.

#### 6. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS:

Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.



THIS IS THE END OF "GENERAL CONDITIONS."

---

## SPECIAL CONDITIONS

---

### 7. GENERAL/SPECIAL CONDITION PRECEDENCE

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

### 8. PRE-BID CONFERENCE (MANDATORY)

All interested parties are **required** to attend a pre-bid conference which is scheduled to be held at Water Utilities Department, Administration Building, 8100 Forest Hill Boulevard, West Palm Beach, FL 33416 on December 19, 2011 commencing at 2:00 P.M.

At this time, the County's representative will be available to answer questions relative to this Invitation for Bid (IFB). Any suggested modifications may be presented in writing to, or discussed with the County's representative(s) as possible amendments to the Invitation for Bid. **THE BIDDER'S FAILURE TO ATTEND THIS CONFERENCE SHALL RESULT IN DISQUALIFICATION OF THEIR BID.**

All interested parties shall sign an attendance sheet. The attendance sheet will be collected at 2:10 P.M. (10 minutes after stated start time) local time. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the mandatory pre-bid conference.

**In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least three days notice.**

### 9. POST AWARD MEETING

Within five (5) days after receipt of notification of award of bid, successful bidder shall meet with Water Utilities representative(s) to discuss job procedures and scheduling.

The successful bidder shall contact Mark Dubois at 561-493-6031 to arrange meeting.

### 10. QUALIFICATION OF BIDDERS

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

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

- A. List a minimum of five (5) references that fully validate and prove the installation of manhole and lift station rehabilitation services in the State of Florida, including a minimum of fifteen (15) lift stations and five hundred (500) manholes, where such rehabilitation utilized the specified approved corrosion barrier products listed in the "Specification" section of this document (See APPROVED MANUFACTURERS/PRODUCTS FOR INSTALLATION OF CORROSION BARRIER SYSTEMS) within the past three (3) years including scope of work, contact names, addresses, telephone numbers and dates of service. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person(s) must have been informed that they are being used as a reference and that the County may be calling them. **PLEASE DO NOT** list persons who are unable to answer specific questions regarding the requirements in this bid.
- B. Provide a copy of current applicator certification for the approved corrosion barrier products listed in the "Specification" section of this document (See APPROVED MANUFACTURERS/PRODUCTS FOR INSTALLATION OF CORROSION BARRIER SYSTEMS) from the approved product manufacturer.

**11. CRIMINAL HISTORY RECORDS CHECK**

This solicitation includes sites and/or buildings which have been designated as "critical facilities" pursuant to Ordinance 2003-030 and Resolution R-2003-1274, as may be amended. Therefore, prior to the award of any contract, the recommended awardee(s) must comply with all the requirements of this solicitation, i.e. Criminal History Records Check Ordinance. County staff representing the user Department will contact the recommended awardee(s) and provide additional instructions for meeting the requirements of this Ordinance. A contract shall not be awarded unless the recommended awardee meets the requirements established by the Electronic Services and Security Division of the Facilities Development and Operations Department.

**12. AWARD (ALL-OR-NONE)**

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an all-or-none, total offer basis. Therefore, it is necessary for a bidder to bid on every item in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire bid will be considered non-responsive. Additionally, if a bidder enters a No Bid, or N/A for any item, they will be considered non-responsive. Bid Item #71, on the Bid Response page, shall not be used in the evaluation of award.

**13. METHOD OF ORDERING (TERM CONTRACT)**

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis. A construction term contract delivery order (KDO) shall be issued to the successful bidder with the understanding that all work performed must meet the specifications herein.

**14. F.O.B. POINT**

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

**15. TIME FOR COMPLETION / DELIVERY**

Bidder acknowledges and agrees that the time of completion/delivery is an essential condition of this contract.

Successful bidder shall commence project within ten (10) days after receipt of purchase order, and complete installation within thirty (30) calendar days. In the event the successful bidder cannot complete the project within this time frame, this fact shall immediately be made known to the designated County representative. Successful bidder shall commit to the revised agreed upon completion date.

**16. ESTIMATED EXPENDITURES**

The anticipated term of the contract to be awarded as a result of this bid is for twelve (12) months. The anticipated value during the contract term is \$550,000. Palm Beach County reserves the right to increase or decrease the anticipated value, as necessary, to meet actual requirements, and to rebid for the contracted goods and services at any time after the anticipated value of this contract has been reached, notwithstanding that the anticipated term has not been completed.

**17. QUANTITY**

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

**18. LIQUIDATED DAMAGES**

County and Contractor agree that time is of the essence in the performance of this contract and agree that the damages which County will suffer in the event that Contractor finishes this project after the completion dates set forth in this Contract are certain but will be difficult, if not impossible, to quantify. Therefore, Contractor and County agree that the rate(s) set forth on the bid form are a reasonable estimate of the amount of damages which County will suffer in the event Contractor does not timely complete the Contract. Contractor and County agree that these liquidated damages shall be assessed as

damages, as provided in the Contract Documents, and that they are not, and shall never be considered to be, a penalty.

Time is of the essence. The undersigned Bidder agrees that, if awarded the Contract hereunder, it shall commence the work to be performed under the Contract on the date set by the County in its written notice to proceed, continuing the work with diligence and shall Substantially Complete all work under this contract in not more than thirty (30) calendar days. Final completion shall be within thirty (30) calendar days of Substantial Completion. The undersigned agrees that, if awarded the Contract, it will complete said separable portions of work in accordance with such date. Substantial Completion is defined in the General Conditions.

Should the Contractor (or in the event of a default, its Surety) fail to achieve **Substantial Completion** by the contractually established date, the County will suffer damages, the amount of which is difficult if not impossible to ascertain, and the County shall be entitled to Liquidated Damages as specified for each calendar day beyond the Contractual end date, until certification of Substantial Completion and acceptance has been given by the County. The Liquidated Damages rate is \$2,000 per calendar day through the date of certification of Substantial Completion.

Should the Contractor (or in the event of a default, his Surety) fail to achieve **Final Completion** within thirty (30) days from the date of Substantial Completion, the County will suffer damages, the amount of which is difficult if not impossible to ascertain, and the County shall be entitled to Liquidated Damages as specified for each calendar day greater than thirty beyond the date certified for Substantial Completion. The Liquidated Damages rate is \$1,000 per calendar day.

Liquidated Damages due the County may be deducted from payments due the Contractor, or may be collected directly from the Contractor or his surety or sureties. The liability of the Contractor and its Surety or Sureties for delay damages shall be joint and several. These provisions for liquidated damages shall not prevent the County, in case of the Contractor's default, from terminating the right of the Contractor to proceed as provided in General Conditions.

The Contractor shall also submit complete and legally effective releases or waivers (satisfactory to the County) of all liens and "Notices to Owner" arising out of or filed in connection with the Work.

### **Subcontracts**

The Contractor agrees that he is as fully responsible to the County for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the County.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to the Contractor by the terms of the General Conditions, Special Conditions and other Contract Documents insofar as applicable to the Work of subcontractors, and to give the Contractor the same power as regards to terminating any subcontract that the County may exercise over the Contractor under any provision of the Contract Documents. The Contractor shall only Contract with bondable Subcontractors if the Subcontractor is performing work that represents more than 15% of the Work.

### **19. BONDS**

Upon request, the successful Bidder shall provide a Public Construction Bond, in the form included in this bid document. Bonds shall be required for authorized work projects (KDO) in excess of \$100,000. Bond shall be provided to ensure the satisfactory completion of authorized project work and providing security for payment of all persons performing labor in connection with this Contract. The form and conditions of the Bond and the Surety shall be acceptable to the County.

The Bond shall be written by a Surety Company of recognized standing, licensed to do business in the State of Florida, and having a resident Agent in the State of Florida. The Surety Company shall hold a current certificate of authority as acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, current revision, entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". The Bond shall be executed by an Attorney-in-Fact for the Surety Company with a certified copy of his Power of Attorney attached to the Bonds.

The Bonding limit of the Surety Company shall not exceed the limits indicated in the U.S. Department of Treasury listing unless the Surety Company submits a "reinsurance agreement form" indicating the amount above the bonding limit as insured by another Surety Company also on the U.S. Department of Treasury listing.

If the Surety Company on any Bond furnished to the County is declared, upon notification of the insurance Agent, as bankrupt or becomes insolvent or its right or licensed to do business is terminated in the State of Florida, or it ceases to meet any of the requirements stated herein, the Contractor shall within ten (10) working days thereafter substitute another Bond and Surety Company at no cost to the County, both of which must be acceptable to the County. If the project is declared more than 90% complete by the Project Manager/Engineer and the County at the time of the Surety's bankruptcy or insolvency, the Contractor may, at the County's option, obtain a Maintenance Bond in the amount of 100% of the project cost, for the one (1) year warranty period after project completion. The Maintenance Bond shall be submitted on the form provided by the County and shall comply with all of the requirements for Public Construction Bond stated herein.

Failure by the Contractor to substitute satisfactory Bonds under this section shall result in any of all of the following actions by the County:

1. Withholding of all applications for payment until satisfactory bonds are received and acceptable, and/or,
2. Default in the Contract and cancellation as provided for in the Contract's default clause, and/or,
3. Contractor may be suspended from doing business with the County for a period of not less than three (3) years from the date of Surety or Contract default.

## **20. RENEWAL OPTION**

The successful bidder shall be awarded a contract for **twelve (12) months** with the option to renew for **four (4) additional twelve (12) month period(s)**. The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners.

## **21. BRAND/MANUFACTURER REFERENCED**

Only the referenced manufacturer will be considered. Bids will be considered only from manufacturers or their authorized dealer/distributor/reseller. Authorized dealers/distributors/resellers must regularly maintain an adequate stock of materials normally required to meet the requirements of this bid.

## **22. WORK SITE SAFETY/SECURITY**

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

## **23. INSURANCE REQUIRED**

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

Commercial General Liability, or similar form, shall have minimum limits of \$500,000 Per Occurrence Combined Single Limit for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Liability Insurance. Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than \$500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended

allowing successful bidder to maintain only Hired & Non-Owned auto Liability. If vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation and Employer's Liability coverage is required for all personnel who work on this project. This shall include the personnel of the contractor and any subcontractors, regardless of the size of the company. Exemptions for small companies shall not be accepted. Coverage must include Employer's Liability with minimum limits of \$100,000 Each Accident, \$500,000 Disease-Policy Limit, \$100,000 Disease-Each Employee.

(WHEN APPLICABLE: A Garage Liability Policy shall be considered a similar form in satisfying the Commercial General Liability insurance requirements. Garagekeeper's Legal Liability shall have minimum limits of \$100,000 per occurrence against Comprehensive and Collision/Upset causes of loss. When a per vehicle sub limit applies, the minimum sub limit shall be \$50,000 per vehicle. An "on-hook" endorsement, or similar coverage, shall have a minimum limit of \$50,000 per vehicle providing physical damage legal liability for the same causes of loss above on any vehicle while in tow. Any per vehicle or per occurrence deductible shall be the contractor's responsibility).

(WHEN APPLICABLE: Professional Liability Insurance shall have minimum limits of \$500,000 Per Occurrence and \$500,000 Aggregate.) The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

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

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

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

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

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

**"Pursuant to PPM# WUD-P-018, the Palm Beach County Water Utilities Department (PBCWUD) has a no gift policy covering all PBCWUD employees. Please do not send or supply any gifts of any type to any PBCWUD employee regardless of value."**

## SPECIFICATIONS

### BID # WUD 12-001/VMG

#### REHABILITATION OF SANITARY SEWER CONCRETE STRUCTURES AND LIFT STATIONS WATER UTILITIES DEPARTMENT, DIVISION OF OPERATIONS & MAINTENANCE TERM CONTRACT

#### **PURPOSE AND INTENT**

The sole purpose and intent of this Invitation for Bid is to secure a term contract with fixed pricing for the Rehabilitation of Sanitary Sewer Concrete Structures and Lift Stations including removal and/or replacement of various related mechanical equipment in the sewer system owned and operated by Palm Beach County. Successful bidder shall provide all labor, materials, and equipment necessary to repair and restore the structural integrity of sanitary sewer manholes, lift station wet well, and valve vaults and other sewer system structures including but not limited to repairing cracks, voids and other physical problems, by providing corrosion protection, and by removing and/or replacing various mechanical equipment necessary to correctly restore appurtenances integral to properly operating the system. The product(s) and equipment to be applied and or replaced shall be approved by Palm Beach County Water Utilities Department Minimum Engineering and Construction Standards. Such products and equipment shall be properly applied to or properly attached to the concrete, brick or any other masonry surface that make up walls, ceilings, and bench surfaces of structures referred to in this Purpose and Intent.

#### **APPROVED MANUFACTURER/PRODUCTS FOR INSTALLATION OF CORROSION BARRIER SYSTEMS**

The manufacturers/products listed in the Standards referenced below of the current Water Utilities Department Minimum Engineering and Construction Standards, effective January 2012 are the ONLY acceptable manufacturer and products as referenced in section titled Fall Protection (WW46), Manhole Ring & Cover (WW31), PVC Inside Drop (MR108), Standard Aluminum Cover (WW43), and Corrosion Barrier System for Concrete Structures (WW40):

- I. Madewell Corporation: Mainstay System (ML-10 hydraulic cement mortar, ML-72 microsilica mortar, DS-5 epoxy)
- II. Kerneos Corporation: SewperCoat
- III. Strong Corporation: Strong Seal High Performance Mix
- IV. AGRU Sure-Grip PP/HDPE Liner with 3M sealant tape 5334 and ADEKA P-201 Waterstop

Please note: The applications must follow the specifications listed in the 2012 UPAP Minimum Engineering and Construction Standards.

#### **APPROVED PRODUCTS, PROCEDURES/APPLICATION**

- A. Approved Products and Procedures – For application procedures, curing and testing, successful bidder shall refer to the Water Utilities Department Minimum Engineering and Construction Standards, effective January 2012.
- B. Damaged Surfaces – Areas of structures that are found to be damaged and in need of repair beyond the scope of these specifications shall be brought to the attention of the Water Utilities Department. A suitable repair method shall be developed for each area and submitted to the owner for review prior to commencing the repair. Such type of work shall be in accordance to Palm Beach County WUD UPAP guidelines, unless directed by a representative of the Water Utilities Department.

**SUCCESSFUL BIDDER'S RESPONSIBILITIES**

- The selected contractor shall comply with all the local, state and federal codes and regulations.
- The successful bidder must provide a competent and experienced job-site supervisor, and assistant to be present at all times while the work is in progress. Supervisor shall represent the vendor and shall be capable of making decisions in the field and in accordance to the contract documents.

**Payment and Measurement**

Payments to the vendor shall be made according to the unit prices. The unit prices shall include all costs and expenses for labor, equipment, materials and permits as related to the work specified. The following items shall be included in the appropriate line item and no separate payment will be made for them:

- Application and securing of permits
- Dewatering and disposal of water
- Structural repairs
- Site cleanup and restoration and proper disposal of generated waste/debris
- Certification, Testing materials and equipment
- Maintenance of utility service
- Appurtenance work
- Inspection photo records
- Maintenance of traffic
- Fence removal and replacement with in kind
- Mobilization/Demobilization

Measurements - When depths are indicated in the bid items, they shall be measured vertically from the existing grade to the pipe invert.

**ITEM #1 - Mobilization/Demobilization:**

This cost is applied for work orders that have less than ten (10) manholes or less than 750 square feet of wall area to be rehabilitated.

**ITEM #2 - #7 - Lining/Coating of Brick or Precast Manhole:**

Rehabilitation (Repair and Lining) of structures: This work item will be measured in square foot (sq ft) or vertical foot (v ft); to be paid for by the unit price per surface area, which includes the entire interior and up to the manhole ring. Payment will be made on the actual surface area repaired. The unit prices per square foot or vertical foot shall include cleaning, injection of grout if necessary, surface preparation, product application, by-passing the structure, temporary plugging of lines, testing, traffic control, tools, equipment, personnel safety equipment, permits and any other items necessary to accomplish the specified work.

**ITEM #8 - #9 - Rehabilitation (Repair and Lining) of structures:**

This work item will be measured in square foot (sq ft) or vertical foot (v ft); to be paid for by the applicable unit price. Payment will be made on the actual surface area repaired. The unit prices per square foot or vertical foot shall include cleaning, injection of grout if necessary, surface preparation, corrosion barrier system product application, by-passing the structure, temporary plugging of lines, testing, traffic control, tools, equipment, personnel safety equipment, permits and any other items necessary to accomplish the specified work.



ITEM #10 – Excess Surface Loss:

This item of work will be measured and paid at the unit price per square foot of actual surface area where loss or deterioration is beyond 1 inch. This unit price shall include all necessary labor and material to built-out using PBCWUD approved materials, to the thickness acceptable for the required protective coating application.

ITEM #11 - #14 - Bypass Pumping Set-Up:

To accomplish the specified work, according to specification, the vendor may be required to bypass the sewer manhole, lift station or wet well structures. The vendor shall evaluate to perform the rehabilitation work without bypass pumping. If bypass pumping is necessary, and approved by Water Utilities, it shall be identified as a payment item. The size of the bypass pump(s) shall be determined based on the size of the sewer system and flow conditions. Plugging or blocking a sewer line shall be included in the appropriate item for which the flow must be stopped, that is considered incidental work and no additional payment will be considered. It will be the bidder's responsibility to maintain and secure pumping equipment while in service. The charges for the by-pass pump shall be on a per day basis.

ITEM #15 - #18 – By-Pass Pump:

This item shall be paid for on a per day basis for operation of the bypass pumps. Bypass pump operation shall be bid on the basis of the size of the pump used and shall include fuel operating costs.

ITEM# 19 - #20 – Adjust Existing Manhole Casting:

To Adjust Existing Manhole Castings: Compensation for furnishing all the necessary labor, equipment and materials to adjust existing manholes to match required elevations. Palm Beach County shall provide Ring & Cover, if needed.

ITEM #21 – Reconstruction Manhole Bench and Flow Channels:

Reconstruction of Bench and Flow Channel: Compensation for furnishing all the necessary labor, equipment and materials to reconstruct a complete bench and flow channel as required by Water Utilities.

ITEM #22 - #26 – Remove and Install Existing Pump Base Plate, Elbow and Guide Rails:

Re-installation of Pump Base Plate: Compensation for furnishing all the labor, equipment and materials necessary to properly re-anchor an existing wet well pump base and/or pump base plate in such manner that the connected pump is stable and is fit for operation.

ITEM #27 - #31 – Furnish and Install PVC Inside Drop:

Installation of Interior PVC Drops: This item provides compensation for furnishing all the necessary labor, equipment and materials to install interior PVC drop piping (including stainless steel support brackets).

ITEM #32 – Install Stainless Steel Pump Base Plate and Base Elbow:

This item provides compensation for complete installation of stainless steel pump base plate assembly and base elbow furnished by Water Utilities.

ITEM #33 – 36 – Reconstruction Lift Station Fillet

This item includes compensation for furnishing all necessary labor, equipment and materials required to repair and/or replace wet well fillet per PBCWUD Standards for proper flow distribution to the pumps.

ITEM #37 – Removal of Existing Coating/Lining

This item provides complete compensation for furnishing all necessary labor, equipment and material necessary to remove any existing coating that may exist in full or any portion of an existing structure and includes proper disposal of removed coating.

ITEM #38 - #42 – Removal and Replacement of Existing Piping

This item provides complete compensation for furnishing all necessary labor, equipment and material necessary to remove, dispose and replace all existing piping, guide rails, check valves, gate valves and all miscellaneous material required from the base elbow in the wet well through the valve vault and connect to the outgoing pipe outside the vault including all locates, backfill and restoration.

ITEM #43 - #47 – Removal and Replacement of All Valves and Fittings

This item provides complete compensation for furnishing all necessary labor, equipment and material necessary to remove, dispose and replace all existing valves, check valves and fittings in valve vault and connect to outgoing pipe in vault.

ITEM #48 - #52 – Remove and Reinstall all Piping to Top 90 Deg

This item provide complete compensation for furnishing all necessary labor, equipment and material necessary to remove, dispose and replace all existing piping, fittings and hardware from base elbow to top 90deg bend including guide rails in wet well. WUD will supply base elbow, base plate, and Guide Rails.

ITEM #53 - #60 – Installation of Fall Protection System:

Installation of Fall Protection System at Lift Stations: This item provides compensation for furnishing all the necessary labor, equipment and materials to furnish and install fall protection system at the selected lift stations (retrofit installation using existing access hatch or cast-in system, as directed by Palm Beach County Water Utilities). It is the responsibility of the vendor to confirm that the selected fall protection system does not obstruct or hinder pump removal and/or pump installation.

ITEM #61 - #63 – Installation of Emergency By-Pass Pump-Out Connection:

Installation of New Emergency Bypass Pump Connection: This item provides compensation for furnishing all the necessary labor, equipment and materials to install new emergency bypass pump connection. This line item shall include the installation of a minimum of three gate valves. The sizes range from 4" to 8".

ITEM #64 - #66 – Removal and/or Replacement of Existing Top Slab

This item provides compensation for furnishing all necessary labor, equipment and material to remove an existing lift station top slab, install a new top slab with access hatch and fall protection system at a specified lift station as per PBCWUD Standards

ITEM #67 – Replace Lift Station Wetwell Vent Pipe

This item provides compensation for furnishing all necessary labor, equipment and material to remove, dispose and replace or install a new vent pipe in top slab of wet well.

ITEM #68 – Restoration of Sidewalk/Concrete Driveway

This item provides compensation for furnishing all necessary labor, equipment and material necessary to remove, dispose and replace all of an existing concrete sidewalk and/or driveway.

ITEM #69 – Restoration of Asphalt Roadway

This item provides compensation for furnishing all necessary labor, equipment and material necessary to remove, dispose and replace all of an existing asphalt driveway.

ITEM #70 – Restoration of Sod

This item provides compensation for furnishing all necessary labor, equipment and material necessary to remove, dispose and replace all damage sod related to lift station work.

ITEM #71 – Miscellaneous Related Work

This item provides compensation for furnishing all necessary labor, equipment and materials that is not included in line items #1 - #70 of this bid. Materials furnished by bidder shall be billed at bidder's cost. PBCWUD reserves the right to provide necessary materials, at the discretion of Palm Beach County WUD.

**AMENDMENT # 1**

January 9, 2012

**PALM BEACH COUNTY WATER UTILITIES DEPARTMENT  
PROCUREMENT DIVISION  
8100 FOREST HILL BLVD.  
WEST PALM BEACH, FLORIDA 33416**

**BID #:** WUD 12-001/VMG

**TITLE:** REHABILITATION OF SANITARY SEWER CONCRETE STRUCTURES  
AND LIFT STATIONS, WATER UTILITIES DEPARTMENT, DIVISION OF  
OPERATIONS & MAINTENANCE, TERM CONTRACT

**OPENING**

**DATE:** JANUARY 19, 2012 at 2:00 P.M.

This Amendment is issued to provide additional information and clarification to the Bid document:

**Qualification of Bidders**, Page 8, Item #10; REPLACE 'A.' with the following:

- A. List a minimum of five (5) references that fully validate and prove the installation of manhole and lift station rehabilitation services in the State of Florida, a minimum of two thousand (2,000) vertical feet, where such rehabilitation utilized the specified approved corrosion barrier products listed in the "Specification" section of this document (See APPROVED MANUFACTURERS/PRODUCTS FOR INSTALLATION OF CORROSION BARRIER SYSTEMS) within the past three (3) years including scope of work, contact names, addresses, telephone numbers and dates of service. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. **PLEASE DO NOT** list persons who are unable to answer specific questions regarding the requirements in this bid.
- B. Provide a copy of current applicator certification for the approved corrosion barrier products listed in the "Specification" section of this document (See APPROVED MANUFACTURERS/PRODUCTS FOR INSTALLATION OF CORROSION BARRIER SYSTEMS) from the approved product manufacturer.
- C. Provide a five (5) year manufacturer's warranty on any of the approved corrosion barrier product listed in the "Specification" section of this bid document (See APPROVED MANUFACTURERS/PRODUCTS FOR INSTALLATION OF CORROSION BARRIER SYSTEMS).

**Award (All-Or-None)**, Page 9, Item #12; **DELETE** the following sentence:

Bid Item #71, on the Bid Response page, shall not be used in the evaluation of award.

**ADD** the following term and condition:

**Warranty**, Page 12, Item #24:

The manufacture of an approved coating system shall provide a warranty for the material and the work of their network of applicators for a period of not less than five (5) years. Both the applicator and the manufacturer shall be held jointly liable for the performance of the coatings. If any failure occurs within five (5) years of initial completion of work on a structure, the warranty holder(s) shall repair the damage and restore the coating within sixty (60) days after written notification of the failure, at no additional cost to the County. Successful bidder shall provide such warranty at time of bid submittal.

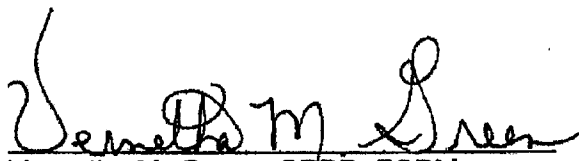
**Approved Manufacturer/Products for Installation of Corrosion Barrier Systems**, Page 13; **ADD** the following:

V. Global Materials Company: Refratta HAC 100

**ITEM #1 – Mobilization/Demobilization**, Page 14, Item #1; **REPLACE** with the following sentence:

This cost is applied for work orders that have less than ten (10) manholes or less than 750 square feet of wall area to be rehabilitated. No compensation shall be allowed for mobilization/demobilization of wet wells.

**NOTE:** Please acknowledge receipt of this Amendment by signing and returning with your Bid Response.

  
Vernetha M. Green, CPPB, FCPM  
PROCUREMENT DIVISION

 1-9-12  
Conrad Ailstock, CPPO  
SUPPORT SERVICES MANAGER



BID RESPONSE  
 BID # WUD 12-001/VMG  
 REHABILITATION OF SANITARY SEWER CONCRETE STRUCTURES AND LIFT STATIONS  
 WATER UTILITIES DEPARTMENT, DIVISION OF OPERATIONS & MAINTENANCE  
 TERM CONTRACT

ITEM	DESCRIPTION	UNIT	UNIT PRICE	QTY	TOTAL OFFER
1.	MOBILIZATION/DEMObILIZATION, IF LESS THAN 10 MANHOLES OR LESS THAN 750 SF, PER JOB WORK ORDER	EACH	\$ <u>0</u>	1	\$ <u>0</u>
2.	LINING/COATING OF BRICK MANHOLE, 4' DIAMETER AS PER WUD STANDARDS	V FT	\$ <u>130</u>	100	\$ <u>13,000</u>
3.	LINING/COATING OF BRICK MANHOLE, 5' DIAMETER AS PER WUD STANDARDS	V FT	\$ <u>122</u>	100	\$ <u>12,200</u>
4.	LINING/COATING OF BRICK MANHOLE, 6' DIAMETER AS PER WUD STANDARDS	V FT	\$ <u>100</u>	100	\$ <u>10,000</u>
5.	LINING/COATING OF PRECAST MANHOLE, 4' DIAMETER AS PER WUD STANDARDS	V FT	\$ <u>120</u>	100	\$ <u>12,000</u>
6.	LINING/COATING OF PRECAST MANHOLE, 5' DIAMETER AS PER WUD STANDARDS	V FT	\$ <u>122</u>	100	\$ <u>12,200</u>
7.	LINING/COATING OF PRECAST MANHOLE, 6' DIAMETER AS PER WUD STANDARDS	V FT	\$ <u>100</u>	100	\$ <u>10,000</u>
8.	(REPAIR AND LINING) LIFT STATION WETWELL INTERIOR SURFACE	SQ FT	\$ <u>10</u>	5,000	\$ <u>50,000</u>
9.	(REPAIR AND LINING) LIFT STATION VALVE VAULT INTERIOR SURFACE	SQ FT	\$ <u>8</u>	1,000	\$ <u>8,000</u>
10.	EXCESS SURFACE LOSS REPAIR/BUILD OUT PER 1" OF LOSS BEYOND THE STANDARD WALL THICKNESS	SQ FT	\$ <u>20</u>	300	\$ <u>6,000</u>
11.	BY-PASS PUMPING ASSEMBLY, UP TO 8" FITTINGS	EACH	\$ <u>50</u>	8	\$ <u>400</u>
12.	BY-PASS PUMPING ASSEMBLY, 10" TO 12" FITTINGS	EACH	\$ <u>1</u>	1	\$ <u>1</u>
13.	BY-PASS PUMPING ASSEMBLY, 15" TO 18" FITTINGS	EACH	\$ <u>1</u>	1	\$ <u>1</u>
14.	BY-PASS PUMPING ASSEMBLY, UP TO 24" FITTINGS	EACH	\$ <u>1</u>	1	\$ <u>1</u>
15.	4" BY-PASS PUMP	DAY	\$ <u>400</u>	6	\$ <u>2,400</u>
16.	6" BY-PASS PUMP	DAY	\$ <u>400</u>	4	\$ <u>1,600</u>
17.	8" BY-PASS PUMP	DAY	\$ <u>400</u>	2	\$ <u>800</u>
18.	10" BY-PASS PUMP	DAY	\$ <u>100</u>	1	\$ <u>100</u>
19.	ADJUST EXISTING MANHOLE CASTING IN PAVED AREA (CTY PROVIDE NEW RING & COVER IF NEEDED)	EACH	\$ <u>300</u>	20	\$ <u>6,000</u>
20.	ADJUST EXISTING MANHOLE CASTING OUTSIDE OF PAVED AREA (CTY PROVIDE NEW RING/COVER IF NEEDED)	EACH	\$ <u>250</u>	20	\$ <u>5,000</u>

21.	RECONSTRUCT MANHOLE BENCH AND FLOW CHANNEL (NO LINING)	EACH	\$ <u>200</u>	15	\$ <u>3,000</u>
22.	REMOVE & INSTALL EXISTING 4" PUMP BASE PLATE, ELBOW AND GUIDE RAILS IN LS (or new base plate, elbow, guide rails at WUD discretion furnished by WUD)	EACH	\$ <u>1000</u>	6	\$ <u>6,000</u>
23.	REMOVE & INSTALL EXISTING 6" PUMP BASE PLATE, ELBOW AND GUIDE RAILS IN LS (or new base plate, elbow, guide rails at WUD discretion furnished by WUD)	EACH	\$ <u>1,000</u>	4	\$ <u>4,000</u>
24.	REMOVE & INSTALL EXISTING 8" PUMP BASE PLATE, ELBOW AND GUIDE RAILS IN LS (or new base plate, elbow, guide rails at WUD discretion furnished by WUD)	EACH	\$ <u>1000</u>	1	\$ <u>1000</u>
25.	REMOVE & INSTALL EXISTING 10" PUMP BASE PLATE, ELBOW AND GUIDE RAILS IN LS (or new base plate, elbow, guide rails at WUD discretion furnished by WUD)	EACH	\$ <u>1000</u>	1	\$ <u>1000</u>
26.	REMOVE & INSTALL EXISTING 12" PUMP BASE PLATE, ELBOW AND GUIDE RAILS IN LS (or new base plate, elbow, guide rails at WUD discretion furnished by WUD)	EACH	\$ <u>1000</u>	1	\$ <u>1000</u>
27.	FURNISH AND INSTALL 8" - 12" PVC INSIDE DROP ASSEMBLY, 2' - 4' DEEP	EACH	\$ <u>250</u>	1	\$ <u>250</u>
28.	FURNISH AND INSTALL 8" - 12" PVC INSIDE DROP ASSEMBLY, 4' - 6' DEEP	EACH	\$ <u>250</u>	1	\$ <u>250</u>
29.	FURNISH AND INSTALL 8" - 12" PVC INSIDE DROP ASSEMBLY, 6' - 8' DEEP	EACH	\$ <u>250</u>	1	\$ <u>250</u>
30.	FURNISH AND INSTALL 8" - 12" PVC INSIDE DROP ASSEMBLY, 8' - 12' DEEP	EACH	\$ <u>250</u>	1	\$ <u>250</u>
31.	FURNISH AND INSTALL 8" - 12" PVC INSIDE DROP ASSEMBLY, GREATER THAN 10' DEEP	EACH	\$ <u>250</u>	1	\$ <u>250</u>
32.	INSTALL STAINLESS STEEL PUMP BASE PLATE & BASE ELBOW (base plate, base elbow to be supplied by WUD)	EACH	\$ <u>100</u>	4	\$ <u>400</u>
33.	RECONSTRUCT LIFT STATION FILLET, 6' DIAMETER	EACH	\$ <u>200</u>	1	\$ <u>200</u>
34.	RECONSTRUCT LIFT STATION FILLET, 8' DIAMETER	EACH	\$ <u>225</u>	1	\$ <u>225</u>
35.	RECONSTRUCT LIFT STATION FILLET, 10' DIAMETER	EACH	\$ <u>250</u>	1	\$ <u>250</u>
36.	RECONSTRUCT LIFT STATION FILLET, 12' DIAMETER	EACH	\$ <u>250</u>	1	\$ <u>250</u>
37.	REMOVAL OF EXISTING COATING/LINING	SQ FT	\$ <u>5</u>	1,500	\$ <u>7,500</u>

38.	REMOVAL & REPLACEMENT OF EXISTING PIPING WITH NEW FROM BASE ELBOW'S UP AND OUT THROUGH VAULT, REPLACE ALL PIPE, VALVES AND FITTINGS IN VAULT AND CONNECT TO OUTGOING PIPE OUTSIDE VAULT, 4"	EACH	\$ <u>8,800</u>	2	\$ <u>17,600</u>
39.	REMOVAL & REPLACEMENT OF EXISTING PIPING WITH NEW FROM BASE ELBOW'S UP AND OUT THROUGH VAULT, REPLACE ALL PIPE, VALVES AND FITTINGS IN VAULT AND CONNECT TO OUTGOING PIPE OUTSIDE VAULT, 6"	EACH	\$ <u>10,000</u>	2	\$ <u>20,000</u>
40.	REMOVAL & REPLACEMENT OF EXISTING PIPING WITH NEW FROM BASE ELBOW'S UP AND OUT THROUGH VAULT, REPLACE ALL PIPE, VALVES AND FITTINGS IN VAULT AND CONNECT TO OUTGOING PIPE OUTSIDE VAULT, 8"	EACH	\$ <u>12,500</u>	1	\$ <u>12,500</u>
41.	REMOVAL & REPLACEMENT OF EXISTING PIPING WITH NEW FROM BASE ELBOW'S UP AND OUT THROUGH VAULT, REPLACE ALL PIPE, VALVES AND FITTINGS IN VAULT AND CONNECT TO OUTGOING PIPE OUTSIDE VAULT, 10"	EACH	\$ <u>14,000</u>	1	\$ <u>14,000</u>
42.	REMOVAL & REPLACEMENT OF EXISTING PIPING WITH NEW FROM BASE ELBOW'S UP AND OUT THROUGH VAULT, REPLACE ALL PIPE, VALVES AND FITTINGS IN VAULT AND CONNECT TO OUTGOING PIPE OUTSIDE VAULT, 12"	EACH	\$ <u>19,000</u>	1	\$ <u>19,000</u>
43.	REMOVAL & REPLACEMENT OF ALL VALVES AND FITTINGS IN LIFT STATION VALVE VAULT AND CONNECT TO OUTGOING PIPES, 4"	EACH	\$ <u>3,700</u>	2	\$ <u>7,400</u>
44.	REMOVAL & REPLACEMENT OF ALL VALVES AND FITTINGS IN LIFT STATION VALVE VAULT AND CONNECT TO OUTGOING PIPES, 6"	EACH	\$ <u>4,300</u>	2	\$ <u>8,600</u>
45.	REMOVAL & REPLACEMENT OF ALL VALVES AND FITTINGS IN LIFT STATION VALVE VAULT AND CONNECT TO OUTGOING PIPES, 8"	EACH	\$ <u>5,800</u>	1	\$ <u>11,600</u>
46.	REMOVAL & REPLACEMENT OF ALL VALVES AND FITTINGS IN LIFT STATION VALVE VAULT AND CONNECT TO OUTGOING PIPES, 10"	EACH	\$ <u>8,000</u>	1	\$ <u>8,000</u>
47.	REMOVAL & REPLACEMENT OF ALL VALVES AND FITTINGS IN LIFT STATION VALVE VAULT AND CONNECT TO OUTGOING PIPES, 12"	EACH	\$ <u>11,000</u>	1	\$ <u>11,000</u>
48.	REMOVE & REINSTALL ALL 4" PIPING TO TOP 90 DEG BEND INCLUDING PUMP BASE PLATE, BASE ELBOW AND GUIDE RAILS IN LS (or new base plate, elbow, guide rails at WUD discretion furnished by WUD)	EACH	\$ <u>3,500</u>	2	\$ <u>7,000</u>
49.	REMOVE & REINSTALL ALL 6" PIPING TO TOP 90 DEG BEND INCLUDING PUMP BASE PLATE, BASE ELBOW AND GUIDE RAILS IN LS (or new base plate, elbow, guide rails at WUD discretion furnished by WUD)	EACH	\$ <u>3,800</u>	1	\$ <u>3,800</u>



50.	REMOVE & REINSTALL ALL 8" PIPING TO TOP 90 DEG BEND INCLUDING PUMP BASE PLATE, BASE ELBOW AND GUIDE RAILS IN LS (or new base plate, elbow, guide rails at WUD discretion furnished by WUD)	EACH	\$ <u>4500</u>	1	\$ <u>4,500</u>
51.	REMOVE & REINSTALL ALL 10" PIPING TO TOP 90 DEG BEND INCLUDING PUMP BASE PLATE, BASE ELBOW AND GUIDE RAILS IN LS (or new base plate, elbow, guide rails at WUD discretion furnished by WUD)	EACH	\$ <u>6000</u>	1	\$ <u>6,000</u>
52.	REMOVE & REINSTALL ALL 12" PIPING TO TOP 90 DEG BEND INCLUDING PUMP BASE PLATE, BASE ELBOW AND GUIDE RAILS IN LS (or new base plate, elbow, guide rails at WUD discretion furnished by WUD)	EACH	\$ <u>6000</u>	1	\$ <u>6,000</u>
53.	INSTALLATION OF FALL PROTECTION SYSTEM (RETROFIT INTO EXISTING SLAB), 30" X 36"	EACH	\$ <u>700</u>	1	\$ <u>700</u>
54.	INSTALLATION OF FALL PROTECTION SYSTEM (RETROFIT INTO EXISTING SLAB), 30" X 42"	EACH	\$ <u>700</u>	1	\$ <u>700</u>
55.	INSTALLATION OF FALL PROTECTION SYSTEM (RETROFIT INTO EXISTING SLAB), 30" X 48"	EACH	\$ <u>700</u>	1	\$ <u>700</u>
56.	INSTALLATION OF FALL PROTECTION SYSTEM (RETROFIT INTO EXISTING SLAB), 36" X 40"	EACH	\$ <u>700</u>	1	\$ <u>700</u>
57.	INSTALLATION OF FALL PROTECTION SYSTEM (RETROFIT INTO EXISTING SLAB), 36" X 42"	EACH	\$ <u>700</u>	1	\$ <u>700</u>
58.	INSTALLATION OF FALL PROTECTION SYSTEM (RETROFIT INTO EXISTING SLAB), 36" X 48"	EACH	\$ <u>700</u>	1	\$ <u>700</u>
59.	INSTALLATION OF FALL PROTECTION SYSTEM (RETROFIT INTO EXISTING SLAB), 36" X 54"	EACH	\$ <u>900</u>	1	\$ <u>900</u>
60.	INSTALLATION OF FALL PROTECTION SYSTEM (RETROFIT INTO EXISTING SLAB), 48" X 54"	EACH	\$ <u>900</u>	1	\$ <u>900</u>
61.	INSTALLATION OF EMERGENCY BY-PASS PUMP-OUT CONNECTION FOR LIFT STATION, 4"	EACH	\$ <u>3200</u>	3	\$ <del>9,600</del>
62.	INSTALLATION OF EMERGENCY BY-PASS PUMP-OUT CONNECTION FOR LIFT STATION, 6"	EACH	\$ <u>3800</u>	3	\$ <u>11,400</u>
63.	INSTALLATION OF EMERGENCY BY-PASS PUMP-OUT CONNECTION FOR LIFT STATION, 8"	EACH	\$ <u>3800</u>	1	\$ <u>3,800</u>
64.	REMOVAL OF EXISTING SLAB AND INSTALLATION OF NEW TOP SLAB WITH ACCESS HATCH & FALL PROTECTION SYSTEM FOR LIFT STATIONS (6' WETWELL)	EACH	\$ <u>5400</u>	1	\$ <u>5,400</u>
65.	REMOVAL OF EXISTING SLAB AND INSTALLATION OF NEW TOP SLAB WITH ACCESS HATCH & FALL PROTECTION SYSTEM FOR LIFT STATIONS (8' WETWELL)	EACH	\$ <u>5,400</u>	1	\$ <u>5,400</u>

66.	REMOVAL OF EXISTING SLAB AND INSTALLATION OF NEW TOP SLAB WITH ACCESS HATCH & FALL PROTECTION SYSTEM FOR LIFT STATIONS (10' WETWELL)	EACH	\$ <u>5,400</u>	1	\$ <u>5,400</u>
67.	REPLACE LIFT STATION WETWELL VENT PIPE	EACH	\$ <u>700</u>	2	\$ <u>1,400</u>
68.	RESTORATION OF SIDEWALK/CONCRETE DRIVEWAY	SQ YD	\$ <u>27</u>	400	\$ <u>10,800</u>
69.	RESTORATION OF ASPHALT ROADWAY	SQ YD	\$ <u>20</u>	400	\$ <u>8,000</u>
70.	RESTORATION OF SOD	SQ YD	\$ <u>.50</u>	800	\$ <u>400</u>
71.	MISCELLANEOUS RELATED WORK - This lump sum item to be used for any necessary additional work not included in Line Items #1 - #70 of this contract.				\$ <u>25,000</u>
TOTAL OFFER FOR LINE ITEMS #1 - #71					\$ <u>400,378</u>

~~\$ 405,578.00~~ (Vmg)  
 \$ 419,578.00 (Vmg)

Is Qualification of Bidders information included, per Term and Condition # 9?

YES  INITIAL [Signature]

\* PLEASE AFFIX SIGNATURE WHERE INDICATED  
 (FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

* SIGNATURE <u>[Signature]</u>	PRINT NAME Daniel Duke III PRINT TITLE President
ADDRESS <u>5642 Corporate Way</u>	
CITY/STATE <u>West Palm Beach, Florida</u> ZIP CODE <u>33407</u>	
TELEPHONE # ( 561 ) <u>640-3503</u>	E-MAIL <u>Dduke1@hinterlandgroup.com</u>
TOLL FREE # ( 888 ) <u>402-3331</u>	FAX # ( 561 ) <u>640-3504</u>

## CONTRACT

THIS CONTRACT, made and entered into this 19th day of June, 2012, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and HINTERLAND GROUP, INC., hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for the:

**Rehabilitation of Sanitary Sewer Concrete Structures and Lift Stations  
Water Utilities Department, Division of Operations & Maintenance  
Term Contract**

**Bid# WUD 12-001/VMG**

in accordance with the Bid therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Contractor and the County, the Contractor hereby covenants and agrees to and with the County to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in the Bid Form. The Contract Documents consist of the following documents which are incorporated herein by reference.

Invitation for Bid  
General Conditions  
Special Conditions  
Specifications  
Bid Response Form  
Contract  
Certificate of Insurance Form  
Certification of Business Location  
Drug-Free Workplace Certification  
Schedules 1 - 4

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of Four Hundred Nineteen Thousand, Five Hundred and Seventy-Eight dollars 00/100 (\$419,578.00). The prices named in the Bid are for the completed work and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners. It is understood that the Contractor holds and will maintain current appropriate certification and/or license for the purpose of performing the specified work pursuant to this Contract. The time limit for the Substantial Completion of all work under this contract shall be indicated on each issued contract delivery order (KDO). The contract shall become effective on the date of approval by the Board of County Commissioners of Palm Beach County, Florida, and shall remain effective for twelve (12) months from said approval date.

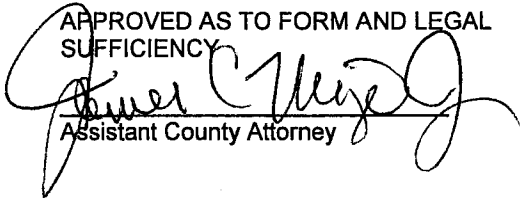
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said County and caused the seal of the said County to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year written. The Contractor represents that it is authorized to execute this contract on behalf of itself and its Surety.

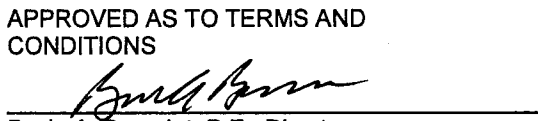
ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTRROLLER

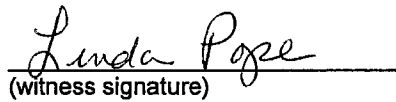
PALM BEACH COUNTY, FLORIDA, A  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Steven L. Abrams, Chairman

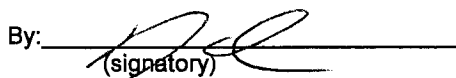
APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY  
  
Assistant County Attorney

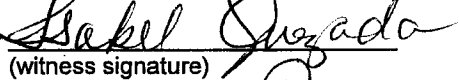
APPROVED AS TO TERMS AND  
CONDITIONS  
  
Bevin A. Beaudet, P.E., Director  
Water Utilities Department

  
(witness signature)

'CONTRACTOR'  
By: Hinterland Group, Inc.  
(Corporate Name)  
a Florida corporation  
(insert state of corporation)

LINDA POPE  
(witness name printed)

By:   
(signatory)

  
(witness signature)

Daniel A. Duke III  
(print signatory's name)

Isabel Quezada  
(witness name printed)

President  
(print title)

(Corporate Seal)

\_\_\_\_\_, 20\_\_\_\_  
(date of execution)

5642 Corporate Way  
(Contractor's Official Address)

West Palm Beach, Fl. 33407  
(Contractor's City, State, Zip Code)



PUBLIC CONSTRUCTION BOND

BOND NUMBER: \_\_\_\_\_

BOND AMOUNT: \_\_\_\_\_

CONTRACT AMOUNT: \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_

CONTRACTOR'S ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR'S PHONE: \_\_\_\_\_

SURETY COMPANY: \_\_\_\_\_

SURETY'S ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 8100 Forest Hill Boulevard (P. O. Box 16097)  
West Palm Beach, FL 33413

OWNER'S PHONE: (561) 493-6000

DESCRIPTION OF WORK: Rehabilitation of Sanitary Sewer Concrete Structures and Lift Stations,  
Water Utilities Department, Division of Operations & Maintenance,  
Term Contract

PROJECT LOCATION:

LEGAL DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners  
301 N. Olive Avenue  
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of

Dollars (\$ )

(Here insert a sum equal to the Contract Price)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated \_\_\_\_\_, 20\_\_, entered into a contract with the County for

Project Name:  
Project No.:  
Project Description:  
Project Location:

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, 20\_\_, between Principal and County for the design and construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverage's and limitations of this instrument.
8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.
9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida and not elsewhere.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety (Seal)

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title



**FORM OF GUARANTEE**

GUARANTEE FOR (Contractor and Surety Name) \_\_\_\_\_  
\_\_\_\_\_

We the undersigned hereby guarantee that the **REHABILITATION OF SANITARY SEWER CONCRETE STRUCTURES AND LIFT STATIONS, WATER UTILITIES DEPARTMENT, DIVISION OF OPERATIONS & MAINTENANCE – Bid# WUD 12-001/VMG**, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED \_\_\_\_\_  
(notice of completion filing date)

**SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY**

Countersigned Resident Agent in Florida: \_\_\_\_\_(Seal)  
(Contractor)

\_\_\_\_\_  
(Agent) **By:** \_\_\_\_\_  
(Signature)

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

\_\_\_\_\_(Seal)  
(Surety)

**By:** \_\_\_\_\_  
(Signature)

**STATEMENT OF NO BID**

**BID # WUD 12-001/VMG**

If you are not bidding on this service/commodity, please complete and return this form to: Palm Beach County, Water Utilities Department, Division of Procurement, 8100 Forest Hill Blvd., West Palm Beach, FL 33416.

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

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

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

DATE: \_\_\_\_\_

WE, the undersigned have declined to bid due to the following reason(s):

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

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION OF BUSINESS LOCATION  
 BID #: WUD 12-001/VMG**

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: (1) those bidders/proposers having a permanent place of business in Palm Beach County ("County"), (2) those bidders/proposers having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades; and (3) those bidders/proposers having a permanent place of business in the County (non-Glades business) who utilize Glades subcontractors for construction projects in the Glades. To receive a local preference, bidders/proposers must have a permanent place of business in the County or the Glades in existence prior to the County's issuance of any solicitation that exceeds the mandatory bid/proposal amount. A Business Tax Receipt issued by the Palm Beach County Tax Collector will be used to verify that the bidder/proposer had a permanent place of business prior to the issuance of the solicitation. A Business Tax Receipt is required unless the bidder/proposer is exempt from the business tax receipt requirement by law. The bidder/proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or proposal submission. This Certification is the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder/proposer to not receive a local preference. Please note that the bidder/proposer name and Palm Beach County address listed on the Business Tax Receipt must be the same bidder/proposer name and Palm Beach County address that is included in the bid/proposal submitted by the bidder/proposer to the County.

I. Bidder/Proposer is a:

- X   Local Business: A local business has a permanent place of business in Palm Beach County.  
 (Please indicate):  
  X   Headquarters located in Palm Beach County  
       Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.
- Glades Business: A Glades business has a permanent place of business in the Glades.  
 (Please indicate):  
       Headquarters located in the Glades  
       Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's/proposer's Palm Beach County Business Tax Receipt verifies bidder's/proposer's permanent place of business.

THIS CERTIFICATION is submitted by  Daniel Duke III  as  
 (Name of Individual)

President  of  Hinterland Group, Inc.   
 (Title/Position) (Firm Name of Bidder/Proposer)

who hereby certifies that the information stated above is true and correct and that the Palm Beach County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder/proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder/proposer.

[Signature]   
 (Signature)

01/12/2012   
 (Date)

**DRUG-FREE WORKPLACE CERTIFICATION  
 BID # WUD 12-001/VMG**

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

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

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

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

THIS CERTIFICATION is submitted by Daniel Duke III the  
 (Individual's Name)  
President of Hinterland Group, Inc.  
 (Title/Position with Company/Vendor) (Name of Company/Vendor)

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

  
 Signature

01/12/2012  
 Date

**SCHEDULE 1**

**LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION**

PROJECT NAME OR BID NAME: Rehabilitation of Sanitary Sewer Concrete Structures & Lift Stations  
 NAME OF PRIME BIDDER: Hinterland Group, Inc.  
 CONTACT PERSON: Daniel Duke III  
 BID OPENING DATE: January 12, 2012

PROJECT NO. OR BID NO.: WUD 12-001/VMG  
 ADDRESS: 5642 Corporate Wy., West Palm Beach, Florida 33407  
 PHONE NO.: 561-640-3503 FAX NO.: 561-640-3504  
 DEPARTMENT: Water Utilities Department

Please list the dollar amount or percentage of work to be completed by the prime on this project.  
 Please also list the dollar amount or percentage of work to be completed by all subcontractors on the project.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. <u>Adelmy Concrete</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	<input checked="" type="checkbox"/>	_____
2. <u>Odums Sod, Inc</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	<input checked="" type="checkbox"/>	_____	_____	_____
3. <u>TBD</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	_____	_____
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)			Total _____				
Total Bid Price \$ _____			Total SBE - M/WBE Participation _____				

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

**SCHEDULE 2**  
**LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: WUD 12-001/VMG PROJECT NAME: Rehabilitation of Sanitary Sewer Concrete Structures and Lift Stations  
TO: Hinterland Group, Inc.  
(Name of Prime Bidder)

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

Small Business Enterprise \_\_\_\_\_ Minority Business Enterprise \_\_\_\_\_  
Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Women \_\_\_\_\_ Caucasian \_\_\_\_\_ Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: \_\_\_\_\_

The undersigned is prepared to perform the following described work in connection with the above project.  
Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

\_\_\_\_\_

at the following price or percentage \_\_\_\_\_  
(Subcontractor's quote)

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

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated.  
Price or Percentage \_\_\_\_\_

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

\_\_\_\_\_  
(Print name of SBE-M/WBE Subcontractor)

By: \_\_\_\_\_  
(Signature)

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

Date: \_\_\_\_\_

66.	REMOVAL OF EXISTING SLAB AND INSTALLATION OF NEW TOP SLAB WITH ACCESS HATCH & FALL PROTECTION SYSTEM FOR LIFT STATIONS (10' WETWELL)	EACH	\$ <u>5,400</u>	1	\$ <u>5,400</u>
67.	REPLACE LIFT STATION WETWELL VENT PIPE	EACH	\$ <u>700</u>	2	\$ <u>1,400</u>
68.	RESTORATION OF SIDEWALK/CONCRETE DRIVEWAY	SQ YD	\$ <u>27</u>	400	\$ <u>10,800</u>
69.	RESTORATION OF ASPHALT ROADWAY	SQ YD	\$ <u>20</u>	400	\$ <u>8,000</u>
70.	RESTORATION OF SOD	SQ YD	\$ <u>.50</u>	800	\$ <u>400</u>
71.	MISCELLANEOUS RELATED WORK - This lump sum item to be used for any necessary additional work not included in Line Items #1 - #70 of this contract.				\$25,000

TOTAL OFFER FOR LINE ITEMS #1 - #71

~~\$ 400,378~~

\$ 405,578.00 (img)

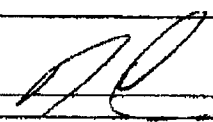
Is Qualification of Bidders Information included, per Term and Condition # 9?

YES

INITIAL 

\* PLEASE AFFIX SIGNATURE WHERE INDICATED  
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

* SIGNATURE 	PRINT NAME Daniel Duke III
	PRINT TITLE President
ADDRESS: 5642 Corporate Way	
CITY/STATE West Palm Beach, Florida	ZIP CODE 33407
TELEPHONE # ( 561 ) 640-3503	E-MAIL. Ddukel@hinterlandgroup.com
TOLL FREE # ( 888 ) 402-3331	FAX # ( 561 ) 640-3504



**Palm Beach County  
Water Utilities  
Department  
Service Area (SA) and  
Major Facilities**

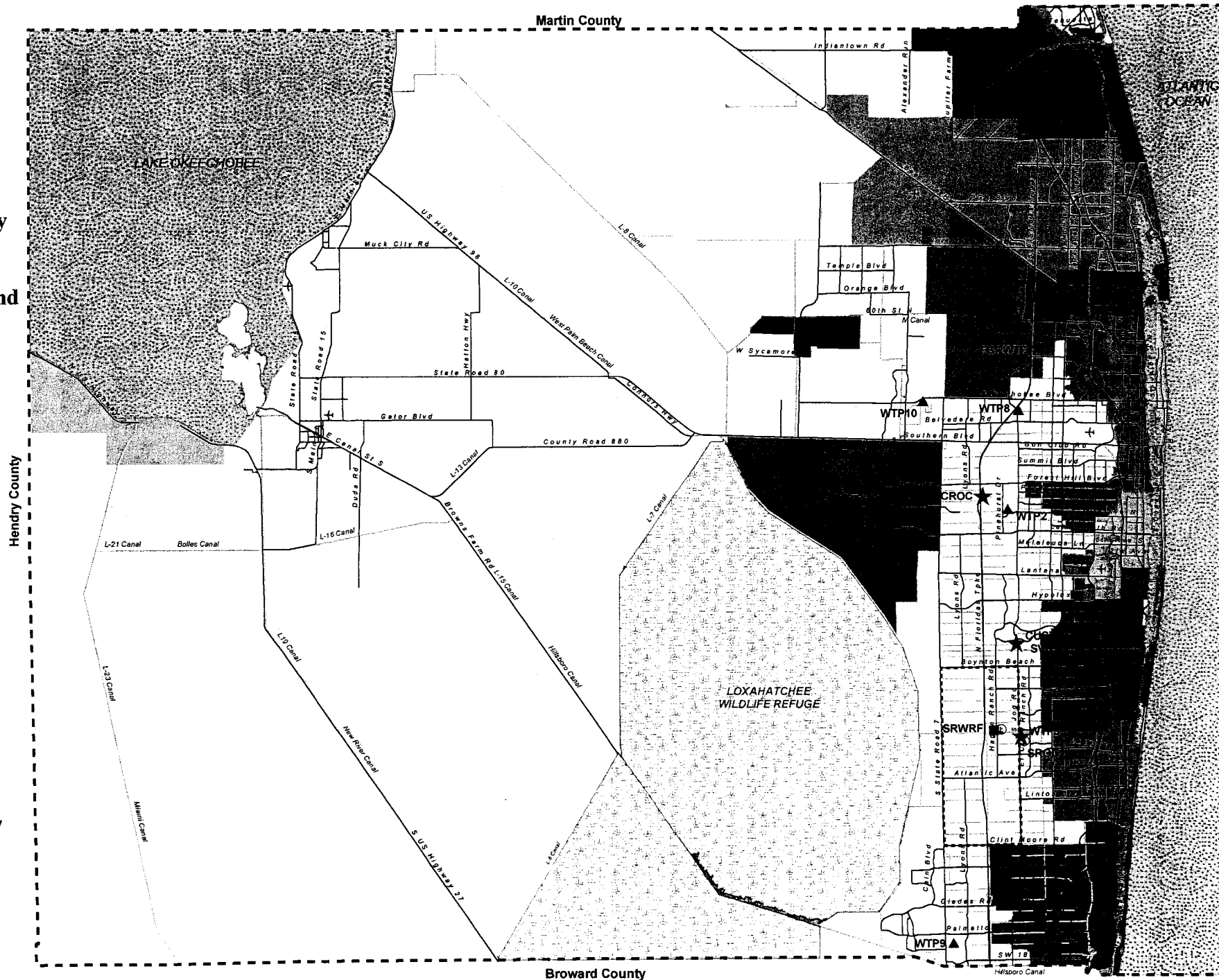
**Attachment 2**

**Legend**

- P.B.C.W.U.D. SA
- - - - Mandatory Reclaimed SA
- · - · Palm Beach County Limits
- ★ Administration
- Water Reclamation Facility
- ▲ Water Treatment Facility
- ⊙ Wetlands



NOT TO SCALE






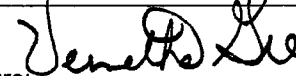
TABULATION SHEET

SOLICITATION # 12-001/VMG

Title REHABILITATION OF SANITARY SEWER CONCRETE STRUCTURES & LIFT STATIONS  
TERM CONTRACT

NAME OF VENDOR	TOTAL OFFER (ITEMS #1 - #71)
1. FOSTER/MAIRINE CONT.	\$ 636,390. <sup>00</sup>
2. HINTERLAND GRP. INC.	\$ 400,378. <sup>00</sup>
3. ROLAND, INC.	\$ 710,165. <sup>00</sup>
4. TLC DIVERSIFIED	\$ 944,637. <sup>00</sup>
5. TV DIVERSIFIED INC	\$ 509,195. <sup>00</sup>
6.	\$
7.	\$

I certify that the bids listed above were received by 2:00 pm on the date scheduled for public opening and were properly recorded.

*Signature: 	Orator Signature: 	Time Stamp - 1st page only: 01-19-12P02:00 RCVD
Print Name: J. GESSWEIN	Orator Title: Procurement	

\*NOTE: Every additional tabulation sheet must also be signed and dated.

BID RE-CAP SHEET

Form I

Attachment 3

BID #: WUD 12-001/VMG	TITLE: REHABILITATION OF SANITARY SEWER CONCRETE STRUCTURES & LIFT STATIONS, WATER UTILITIES DEPARTMENT, DIVISION OF OPERATIONS/MAINTENANCE, TERM CONTRACT
PROCUREMENT: VERNETHA M. GREEN, CPPB, FCPM	

ACTION	DATE	INITIALS	ACTION	DATE	INITIALS
BID OPENED	01/12/2012	VMG	BID POSTED IN WATER UTILITIES	04/02/2012	VMG
POSTING APPROVED	04/02/2012	BS <i>BS</i>	POSTING REMOVED	04/09/2012	VMG
<del>04-02-12-04-231</del> <del>NO AWARD</del>			COPY TO OSBA	04/09/2012	VMG

KEY(S) FOR RECOMMENDATION: (PLEASE NOTE RECOMMENDATION BELOW)

PREFERENCE CODES:

- (1) RECOMMENDED AWARD - LOWEST RESPONSIVE AND RESPONSIBLE BIDDER MEETING SPECIFICATIONS
- (2) NO AWARD, RESPONSIVE AND RESPONSIBLE, BUT NOT LOWEST BIDDER MEETING SPECIFICATIONS
- (3) NO AWARD, NOT RESPONSIVE AND/OR RESPONSIBLE TO BID
- (4) NOT TECHNICALLY EVALUATED / IN EXCESS OF DEPARTMENTS FUNDING LIMITS

- "GLP" = GLADES LOCAL PREFERENCE (5%) See term 3.d of the referenced bid
- LP = LOCAL PREFERENCE (5%) See term 3.d of the referenced bid
- SBE = SBE RANKING (10%)\*
- NO LP = MARTIN CO. - NO LP APPLIED

STEP 1

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: LP, "GLP" AND/OR SBE	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: LP, "GLP" AND/OR SBE	AWARD RECOMMENDATION KEY ONLY (SEE ABOVE)
HINTERLAND GROUP, INC.	\$405,578.00		HINTERLAND GROUP, INC.	\$405,578.00		( 1 )
T.V. DIVERSIFIED, INC.	\$508,329.00	SBE	T.V. DIVERSIFIED, INC.	\$457,496.10	SBE	( 2 )
FOSTER MARINE CONTRACTORS, INC.	\$636,390.00	SBE	FOSTER MARINE CONTRACTORS, INC.	\$572,751.00	SBE	( 3 )
ROWLAND, INC.	\$710,165.00		ROWLAND, INC.	\$710,165.00		( 2 )
TLC DIVERSIFIED, INC.	\$944,637.00		TLC DIVERSIFIED, INC.	\$944,637.00		( 2 )

NOTE: CALCULATING PREFERENCES:

In cases where bids are presented as unit prices, Purchasing will multiply the lowest responsive, responsible non-certified bid by 1.10 (e.g., \$30.00 x 1.10 = \$33.00). The lowest responsive, responsible certified within 10% of \$33.00 will be the award recommendation. The original bid amount is not changed; the 1.10 increase is calculated only for the purpose of determining SBE preference.

In cases where bids are presented as percentage discount, Purchasing will multiply the responsive, responsible non-certified bid offering the greatest discount by .9 (e.g., 30% x .9 = 27%). The responsive, responsible certified bid offering the greatest discount in excess of 27% will be the award recommendation. The original bid amount is not changed; the .9 decrease is calculated only for the purpose of determining SBE preference.

REMARKS: FOSTER MARINE CONTRACTORS, INC. (3) NON-RESPONSIVE TO TERM/CONDITION #10, DID NOT PROVIDE APPLICATORS CERTIFICATION FOR SEWPER COAT; DID NOT PROVIDE MANUFACTURER'S WARRANTY FOR SEWPER COAT.

**SBE PARTICIPATION EVALUATION FORM**

Attachment 4

Form J -SBE

DATE SENT: JANUARY 30, 2012	WUD PROCUREMENT: VERNETHA M. GREEN
BID #: WUD 12-001/VMG TITLE: REHABILITATION OF SANITARY SEWER CONCRETE STRUCTURES & LIFT STATIONS, WATER UTILITIES DEPARTMENT, DIVISION OF OPERATIONS & MAINTENANCE	
WATER UTILITIES DEPARTMENT	USER CONTACT: VERNETHA M. GREEN
DATE REQUIRED TO BE RETURNED TO WUD PROCUREMENT: FEBRUARY 3, 2012	

SBE RECOMMENDED LANGUAGE: Established Goal of 15%

The bid listed above has been opened and requires your evaluation. Attached are copies of the SBE Schedules as applicable.

EVALUATE INFORMATION, MAKE DETERMINATIONS, SIGN, DATE AND RETURN.

RESPONDENTS	BIDDER IS ELIGIBLE TO RECEIVE RANKING	PERCENTAGE OF SBE UTILIZATION
FOSTER MARINE CONTRACTORS, INC.	(1)	16.94%
HINTERLAND GROUP, INC.	(2)	0 %
ROWLAND, INC.	(2)	0 %
TLC DIVERSIFIED, INC.	(2)	0 %
T.V. DIVERSIFIED, INC.	(1)	95 %
	( )	%
	( )	%

KEY(S) FOR DETERMINATIONS: (PLEASE NOTE ABOVE)

- (1) YES
- (2) NO

NOTE: RANKING (ESTABLISHED GOALS) - Award will be made to the bidder responsive to the SBE requirements or, in the event there are no bidders responsive to the SBE requirement, the bidder with the greatest SBE participation in excess of seven percent (7%), as long as the bid does not exceed the low bid (non-responsive to the SBE requirements) amount by 10%.

REMARKS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature: *Christina M. Mulhelm*  
 Title: SBDS II  
 Date: 2-1-2012

WUD 12-001-1-000

GOREN, CHEROF, DOODY & EZROL, P.A.

ATTORNEYS AT LAW  
SUITE 200  
3099 EAST COMMERCIAL BOULEVARD  
FORT LAUDERDALE, FLORIDA 33308  
PHONE: (954) 771-4500  
FAX: (954) 771-4923  
www.cityatty.com

SAMUEL S. GOREN  
JAMES A. CHEROF  
DONALD J. DOODY  
KERRY L. EZROL  
MICHAEL D. CIRULLO, JR.  
JULIE F. KLAHR  
DAVID N. TOLCES

DELRAY BEACH OFFICE:  
76 N.E. FIFTH AVENUE  
DELRAY BEACH, FL 33483  
PHONE: (561) 276-9400

JACOB G. HOROWITZ  
SHANA H. BRIDGEMAN  
STACEY R. WEINGER  
BRIAN J. SHERMAN  
FELIPPE MONCARZ

STEVEN L. JOSIAS, Of Counsel

PLEASE REPLY TO FORT LAUDERDALE

November 13, 2012

**VIA FACSIMILE (561) 242-6705  
& U.S. MAIL**

Kathleen M. Scarlett, Director  
Purchasing Department  
Palm Beach County, Florida  
50 South Military Trail, Suite 110  
West Palm Beach, FL 33415-3199

RE: Palm Beach County, Florida ("County") Contract Services as Special Master  
Protest of Award\ Project No. WUD 12-001/VMG  
Rehabilitation of Sanitary Sewer Concrete Structures and Lift Stations  
Protestor: T. V. Diversified, Inc.

Dear Ms. Scarlett:

On Friday, October 26, 2012, I presided over the above-referenced bid protest hearing involving T. V. Diversified, Inc.'s ("TVD") protest of Palm Beach County's award of the above-referenced project to Hinterland Group, Inc. TVD's bid protest is filed pursuant to §2-55 of the Palm Beach County Code of Ordinances. Having presided over the hearing, observed all of the witnesses and reviewed all of the evidence in this matter, it is my recommendation that the bid protest of TVD be denied.

**DOCUMENTS SUBMITTED INTO EVIDENCE**

TVD submitted one (1) notebook of exhibits into evidence which contained copies of the Palm Beach County's Purchasing Code and multiple exhibits supporting its protest letter the contents of which are outlined below. In addition, TVD submitted additional documents at the hearing which were merely a condensed version of portions of some of these same documents for easier reference. The documents submitted by TVD included:

- A. County's Water Utilities Dept. Design & Construction Standards 2009 UPAP
- B. Intial Bid
- C. Amendment No. 1 to County's Bid
- D. Hinterland's Bid Response
- E. TVD's Bid Response
- F. County's Bid Re-cap sheet
- G. County Resolution Revising UPAP
- H. TVD's Protest Letter
- I. Kathleen Scarlett's Protest Response Letter
- J. TVD's Request for Protest Hearing
- K. County's Minimum Design & Consruction Standards 2012 UPAP
- L. Administration/County Codes
- M. Case Law

The County submitted exhibits into evidence as follows:

- 1. §4.3, County Water Utilities Dept. UPAP, dated March 2009
- 2. Specifications, Page 13, Bid No. WUD 12-001/VMG
- 3. Amendment No. 1, Bid No. WUD 12-001/VMG
- 4. Page 29, County Water Utilities Dept. UPAP, dated March 2009
- 5. County Water Utilities Dept. Product Evaluation Committee Agenda, December 8, 2011
- 6. Email dated 12/22/11 from Adam Galicki to Vernetha Green
- 7. Page 35, County Water Utilities Dept. UPAP, dated January 2012

I received copies of certain of these exhibits as well as additional documents related to this matter from the County in advance of the hearing for review in order to prepare for the hearing. In addition, in preparation for this hearing I also reviewed a copy of the County's Bid Proposal Package for Bid No. WUD 12-001/VMG and the County's Code of Ordinances regarding procurement and protest matters.

**LIST OF INDIVIDUALS IN ATTENDANCE**

The following individuals attended the hearing:

Michael Jones, Assistant County Attorney  
Adam Linkhorst, Esq., Attorney for TVD  
Jared Gillman, Esq., Attorney for TVD  
Gary Brandenburg, Esq., Attorney for Hinterland Group, Inc.  
Tom Vitale, TVD  
Kathleen Scarlett, County Purchasing Dept.  
Samara Cooper, County Purchasing Dept.  
Maurice Tobon, County Water Utilities Dept.

Adam Galicki, County Water Utilities Dept.  
Craig Meyer, County Water Utilities Dept.  
Brian Shields, County Water Utilities Dept.  
Vernethe Green, County Water Utilities Dept.  
Allen Gray, County Office of Small Business Assistance  
Tanya Davis Johnson, County Office of Small Business Assistance

Michael Jones, Esq. appeared and represented the County as legal counsel. Adam Linkhorst, Esq. and Jared Gillman, Esq. appeared and served as legal counsel on behalf of TVD.

### LIST OF WITNESSES

The following individuals testified as witnesses at the hearing:

Adam Galicki

### SUMMARY OF THE ISSUES

Upon receipt of bids for Project No. WUD 12-001/VMG, the County awarded the bid to Hinterland Group, Inc. ("Hinterland") as the lowest bidder. TVD filed a bid protest on the grounds that Hinterland's bid should be deemed non-responsive on the basis that Hinterland's bid was based upon the use of a product which was not listed on the County's minimum construction and engineering standards as of the date the bids were due to be submitted and opened by the County. As an interested party to these proceedings, Hinterland participated in the hearing by and through its representative, Gary Brandenburg, Esq.

At the hearing the parties agreed there were no factual issues in dispute, but that the only issue was the interpretation of the County's Code of Ordinances as they applied to the minimum construction and engineering standards applicable to this bid. Before reaching this issue, at the outset of the hearing, TVD attempted to limit the arguments presented by the parties by asserting that the interpretation of §2-55 of the County Code limited the scope of the hearing and the authority of this hearing officer to the matters raised by the parties in their protest letter and the County's response thereto.

Section 2-55 of the County Code of Ordinances, entitled "Protested Solicitations and Awards," sets forth in relevant part as follows:

(b) *Notice of Protest.* The protest shall be submitted within five (5) business days after posting of the award recommendations. **The protest shall be in writing and shall identify the protestor and the solicitation, and shall include a factual summary of the basis of the protest.** Such protest is considered filed when it is received and date/time stamped by the department of purchasing. **Neither the director of purchasing nor a special master shall**

**consider any issue not submitted in writing within the time frame specified for the notice of protest.**

(c) *Authority to resolve.* Protests filed in accordance with subsection (b) hereinabove shall be resolved under the provisions of this section.

(3) The director of purchasing shall issue a written statement of the determination within a reasonable period of time. **The written statement shall provide the reason(s) for said determination** and shall be provided to the protestor and to any other party to the protest.

Emphasis added.

The highlighted portions of §2-55 above are the provisions upon which TVD relied to assert that the authority of the Special Master presiding over this protest hearing is limited to review only those issues raised and addressed in TVD's letter of protest and the County's Purchasing Director's written response. Specifically, TVD suggested that the County's reliance upon the provisions of the County's Uniform Policies and Procedures ("UPAP") applicable to the County's Water Utilities Department was outside the scope of the hearing.

TVD argued that a protestor should be able to make an informed decision whether or not to pursue a protest by relying upon the information contained within the County's response to its protest letter and would be prejudiced by an inability to make such formed consent to know and understand all the issues involved with the dispute.

The County countered that the language of the County Code, as quoted above, merely limits the issues of the protest, but does not limit the arguments of the parties in supporting their respective positions. The County argued further that the language only limits the protestor from raising new grounds for its protest after the protest was in process, but does not contain similarly limiting language applicable to the County in §2-55(c). Therefore, TVD had adequate notice of all issues upon which to rely to make its decision whether or not to proceed with its protest.

Upon review of TVD's protest letter dated June 14, 2012, the County's response by Kathleen Scarlett, the County's Purchasing Director, dated July 5, 2012, and TVD's letter requesting a protest appeal to this hearing officer dated July 12, 2012, it is the finding of this hearing officer that all arguments raised by the parties during the hearing were adequately addressed within these letters. Specifically, the Purchasing Director made particular reference to the UPAP in her July 5, 2012 correspondence, as well as the authority granted to the Director of the County Water Utilities Department by the County Commission upon which the County would rely in its case in chief. Therefore, TVD had notice that the County relied upon the UPAP in its defense of the County's bid award. This finding is made without interpreting or reaching any conclusions regarding the Code sections cited above and relied upon by TVD.

The issue for this hearing officer is to determine whether sufficient evidence exists to substantiate TVD's protest of the County's award of the bid to Hinterland on the grounds that Hinterland's bid included specific products in its proposal was not included within the minimum construction and engineering standards approved by the County and therefore was nonresponsive. It is the protestor's burden to establish by clear and convincing evidence that the protest be upheld and thereby overturn the award. It is the finding of this hearing officer that TVD has not met this burden and the recommendation is to uphold the award to Hinterland and deny TVD's protest.

#### **RATIONALE IN SUPPORT OF RECOMMENDATION**

During its case in chief, TVD contends that any product approvals not authorized in the County's minimum specifications approved by the County Commission should not have been acceptable for use by any bidder in consideration of the award. TVD argues that since Hinterland based its bid on a product not approved by the County Commission, TVD maintained that its bid was nonresponsive and therefore should not have been awarded the project by the County.

The relevant portion of page 13 of the bid specifications state as follows:

#### **APPROVED MANUFACTURER/PRODUCTS FOR INSTALLATION OF CORROSION BARRIER SYSTEMS**

The manufacturers/products listed in the Standards referenced below of the current Water Utilities Department Minimum Engineering and Construction Standards, effective January 2012 are the ONLY acceptable manufacturer and products as referenced in section titled Fall Protection (WW46), Manhole Ring & Cover (WW31), PVC Inside Drop (MR 108), Standard Aluminum Cover (WW43), and Corrosion Barrier System for Concrete Structures (WW40):

- I. Madewell Corporation: Mainstay System (ML-10 hydraulic cement mortar, ML-72 microsilica mortar, DS-5 epoxy)
- II. Kerneos Corporation: SewperCoat
- III. Strong Corporation: Strong Seal High Performance Mix
- IV. AGRU SureGrip PP/HDPE Liner with 3M sealant tape 5334 and ADEKA P-201 Waterstop

Please note: The applications must follow the specifications listed in the 2012 UPAP Minimum Engineering and Construction Standards.

#### **APPROVED PRODUCTS, PROCEDURES/APPLICATION**

- A. Approved Products and Procedures – For application procedures, curing and testing, successful bidder shall refer to the Water Utilities Department



Minimum Engineering and Construction Standards, effective January 2012.

...

In reviewing this language, TVD asserted that the Bid document's refer to the standards "effective January 2012" was in error as the only standards in effect at the time the bid was published were the March 2009 standards. They were not amended by the County Commission until January 24, 2012 which was after the request for bids were published and bids were submitted and opened.

TVD argued that all parties should be on a level playing field and the ordinances promulgated by the County Commission should control in order to hold all persons to the same standards. TVD then outlined the timeline of events that occurred with respect to the bid and minimum specifications as follows:

Before 12/8/2011	Global Materials Co. sought approval of its Refratta products in question in this protest
12/8/2011	County's Product Evaluation Committee recommended approval of the Refratta products to the County Water Utilities Director
12/11/2011	County advertised its Bid for Project WUD 12-001/VMG
12/22/2011	County Water Utilities Director approved the Refratta product to be included within the County's minimum engineering and construction standards
1/9/2012	Amendment No. 1 to Bid WUD 12-001/VMG was issued which authorized the use of the Refratta products in a proposers bid
1/19/2012	Bid opening for Project WUD 12-001/VMG was held
1/24/2012	County Commission adopted Resolution No. R-2012-0154 amending the County's minimum engineering and construction standards in accordance with §27-18 of the County Code of Ordinances, the effective date of which was the date of adoption

It is TVD's position that since the County Commission did not adopt Resolution No. R-2012-0154 until January 24, 2012, the minimum engineering and construction standards as set forth in the UPAP did not include the Refratta HAC 100 relied upon by Hinterland in its bid within the required minimum specifications produced prior to January 24, 2012 and therefore could not

have been accepted by the County upon the opening of the bids. TVD further maintains on these grounds that Hinterland's bid should have been deemed nonresponsive as it included and was based upon the Refratta HAC 100 which was not authorized for use by the County until the Commission amended the minimum specification on January 24, 2012 which precluded the County from including it within its bid specifications at an earlier time rendering Hinterland's bid nonresponsive.

It is TVD's position that to give effect to the product approval for the Refratta HAC 100 prior to the enactment of Resolution No. R-2012-0154 would result in the application of this Resolution *ex post facto* which is prohibited not only by law, but by the express language of the Resolution itself. TVD provided various cases to support this proposition. TVD also asserted that there was no express legislative intent by the County Commission for this Resolution to be applied retroactively and such retroactive application would be inherently unfair and contrary to legal doctrine, not to mention the express language of the Resolution which stipulated its effective date as the date of adoption by the County Commission, i.e., January 24, 2012. This conclusion, however, not only avoids the entirety of the County's case and argument in chief, but would require this hearing officer to ignore the express provisions of the UPAP which are policies and regulations also adopted and approved by the County Commission. This is in direct conflict with the established doctrines of statutory interpretation enumerated by the courts.

The County contends that there was no *ex post facto* application of Resolution No. R-2012-0154. Instead, the minimum guidelines and construction standards as set forth in the UPAP were appropriately amended by the Director of the County's Water Utilities Department pursuant to the County's regulations and policies which were similarly approved by the County Commission, prior to the County Commission's adoption of Resolution No. R-2012-0154. In support of its position, the County submitted for review and relied upon §§4.3.1 and 4.3.2 of the UPAP.<sup>1</sup> The relevant portions of these sections are set forth as follows<sup>2</sup>:

§4.3.1

(b). Product Evaluation Committee

A Product Evaluation Committee (PEC) shall be formed to provide technical information to the Department Director regarding the inclusion or exclusion of products on the Approved Materials and Equipment List prior to approval by the Palm Beach County Board of County Commissioners (BCC) when this UPAP is amended from time to time.

...

---

<sup>1</sup> It is this information that TVD sought to limit from the protest appeal hearing. However, as determined earlier, the County's Purchasing Director clearly included her reliance upon the UPAP and the procedure to revise the minimum standards within her protest response letter. Accordingly, as set forth herein above, TVD's objections to the inclusion of this information is overruled by this hearing officer.

<sup>2</sup> There is no assertion by any party that any changes were made to the cited language upon the adoption of Resolution No. R-2012-0154 and between UPAP 2009 and UPAP 2012.

The Department Director may then approve or disapprove of the inclusion/exclusion of a product on the Approved Materials and Equipment List, which will then be submitted to the BCC for approval as this UPAP is amended from time to time. Only those products included on the Approved Materials and Equipment List shall be utilized in the PBCWUD [Palm Beach County Water Utilities Dept.] utility system unless the product is being used on a trial or emergency basis with the approval of the Department Director....

...

...Under certain circumstances, the Department Director is also authorized to add, delete, or substitute products based on engineering considerations, provided that the circumstances are documented and included in the project file. Such temporary additions, deletions, or substitutions may not exceed one year. BCC approval is required to permanently add, delete, or substitute the product from the approved Materials and Equipment List.

...

#### §4.3.2 Approved Materials and Equipment List

Only the materials and equipment listed in Sections 4.3.3 through 4.3.8 are approved for use within the PBCWUD Potable Water, Reclaimed Water and Wastewater systems. The Department may also utilize other materials and equipment in categories not specifically identified, or as approved by Department Director.

...

(u) For Palm Beach County Water Utilities Department initiated projects, the materials stated in the written specification for the project shall have precedent over the "Approved Material List."

Based upon the foregoing language, Adam Galicki, Manager of Technical Services for the County testified that he sits as the Chairman of the Product Evaluation Committee which reviewed and recommended to the Director of the County Water Utilities Department to approve the Refratta HAC 100. He further testified that §4.3.2(u) of the UPAP applies specifically to bids such as Bid No. WUD 12-001/VMG whereby consultants who design specifications for a County project might recommend products to be used which were not previously on the approved materials list. His testimony established that §4.3.2(u) authorizes the Water Utilities Department Director to bid a project with the specifications as approved by the Director until the County Commission amends the UPAP. He further testified that pursuant to the amendment to the bid documents, according to §4.3.2(u) of the UPAP the bid specifications for the project had precedence over the approved material list until the Commission approved the amendments on January 24, 2012.

Amendment No. 1 to Bid No. WUD 12-001/VMG, dated January 9, 2012, made numerous amendments to the bid specifications, including adding the following:

**Approved Manufacturer/Products for Installation of Corrosion Barrier Systems** – Page 13, ADD the following:

V. Global Materials Company: Refratta HAC 100

It was this product which Hinterland relied upon in its bid submittal in accordance with the bid specifications, and was subsequently added to the approved materials list by the Director of the County Water Utilities Department pursuant to §4.3.1 of the UPAP and later approved by the County Commission pursuant to the adoption of Resolution No. R-2012-0154 on January 24, 2012.

Mr. Galicki further testified that TVD itself included the Strong Seal High Performance Mix within its bid proposal, and although this product was included within the bid specifications, it was not listed within the UPAP March 2009. It was later added to the UPAP January 2012 pursuant to Resolution No. R-2012-0154. Specifically, TVD's bid included the use of two products: 1. SewperCoat by Kerneos and 2. The Strong Seal High Performanc Mix. The Strong Seal product was included in the bid specifications, but was not included in the UPAP March 2009; it was added to the UPAP effective January 2012 pursuant to the adoption of Resolution No. R-2012-0154. Accordingly, TVD was fully aware of the County's minimum construction and engineering standards revision process to include products not previously approved in prior versions of the UPAP, and was under no disadvantage by Hinterland's similar reliance upon a product specified in the bid specification.

If TVD's argument is to be upheld and holding all parties to the same standard as TVD suggested, disqualification of Hinterland's proposal would necessitate disqualification of TVD's proposal on the same basis. This is clearly not the outcome any of the parties involved intended. Therefore, putting all parties on a level playing field as TVD suggests and applying the same standards to all parties, the evidence clearly established that the procedure for adding products to the approved materials list utilized by the County through its Director of the Water Utilities Department is an established process with which vendors and contractors of the County are familiar.

Nevertheless, it should also be noted that paragraph 2.a. on page 2 of the bid specifications state that

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

Additionally, Mr. Galicki further testified that the UPAP was adopted, approved and periodically amended by the County Commission. TVD argued that the bid specifications erroneously referenced the UPAP effective January 2012 when the only version of the UPAP effective during

the bid process was the UPAP March 2009. As the amendment of the UPAP was in process at the time the bid was advertised and the specifications within the bid were controlling pursuant to the language in the UPAP, which version was in effect at that time is not determinative. Instead, in either version, the UPAP clearly stated that the specifications within the bid are controlling.

When reviewing the various regulations adopted by the County Commission, they must be construed and applied so as to give effect to legislative intent evident from their content. *Heart of Adoptions, Inc. v. J.A.*, 963 So.2d 189 (Fla. 2007). Reading §§27-18 and 27-19 of the County Code along with the provisions of the UPAP March 2009 and January 2012, it is clear that the County intended to provide the Director of the Water Utilities Department with certain ability to temporarily amend the approved materials list, with the requirement that the list would ultimately be reviewed and approved by the County Commission. To reach the result proposed by TVD would effectively cause one or the other of these documents to be meaningless. Rules of statutory interpretation favor a reading whereby a reasonable and effective interpretation would result and must be read together in order to achieve a consistent whole. *Forsythe v. Longboat Key Beach Erosion Control Dist.*, 604 So.2d 452 (Fla. 1992). Where possible, full effect is given to all statutory provisions and related statutory provisions are construed in harmony with one another *Id.*, see also, *Hawkins v. Ford Motor Co.*, 748 So.2d 993 (Fla. 1997) (statutory interpretations that render statutory provisions superfluous are, and should be, disfavored).

Much discussion was had during the hearing about a prior bid protest involving Inland Water Pollution Control, Inc. It was suggested that it had precedential effect on the instant matter, but the parties are in dispute as to the basis for the rulings issued by both the Special Master and the County Commission in that matter. As this hearing officer is unfamiliar with the circumstances surrounding that case, and the parties provided differing views on the facts and rulings made therein, it was not considered in the evaluation of this matter.

#### CONCLUSION

Certain regulations may not be ignored in favor of other more favorable provisions. Moreover, even if TVD's argument were to be upheld, its own bid could be determined nonresponsive on the same basis they seek to disqualify Hinterland's bid. Based upon the foregoing analysis it is hereby determined that TVD did not meet its burden by clear and convincing evidence and this hearing officer recommends that its bid protest be denied.

Sincerely,



JULIE F. KLAHR

JFK:

H:\\_GOV CLIENTS\Palm Beach Special Magis 19079601152\T V Diversified Inc.docx



December 12, 2012

Palm Beach County  
8100 Forest Hill Blvd.  
West Palm Beach, FL 33413  
Attn: Vernetha Green

Re: Project WUD 12-001/VMG

Hinterland Group, Inc. commits to fulfill the 15% Small Business Enterprise (SBE) goal for the above referenced project. This commitment is in accordance with the SBE Ordinance (Sec. 2-80.21 through 2-80.34). We plan to use a combination of the following Palm Beach County SBE companies:

1. Adeimy Concrete: For all concrete sidewalk repair and any other misc. concrete flatwork. Line item 68, for total quantity administered by WUD.
2. Odums Sod: For site restoration, specifically sodding and any landscape replacement. Line item 70/71 as needed.

Other SBE vendors may be utilized as the need arises. As you know, this contract is an annual repair contract for rehab. of sanitary structures. The main portions of this project include sanitary rehab, of which only a select few approved suppliers/contractors are able to perform this scope of work. This specialty, along with the fact that the portions of this work are unknown as all quantities are theoretical at this point, unlike a specific project where hard numbers and subcontractor quotes are given. At this time, Hinterland Group, Inc. is also an SBE which means 100% of the full contract amount will receive SBE participation in addition to the commitments made above for the two subcontractors listed.

If you need any additional information or if we may be of any further assistance please don't hesitate to give us a call.

Thank you,

A handwritten signature in black ink, appearing to read 'Daniel Duke III', is written over a horizontal line.

Daniel Duke III  
President