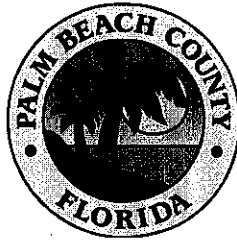


Board of County Commissioners

Priscilla A. Taylor, Mayor
Paulette Burdick, Vice Mayor
Hal R. Valeche
Shelley Vana
Steven L. Abrams
Mary Lou Berger
Jess R. Santamaria



County Administrator

Robert Weisman

Purchasing Department
www.pbcgov.org/purchasing

**BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
BID #14-035R/SWC**

**FERRIC CHLORIDE SOLUTION 37%-42%,
PURCHASE AND DELIVERY, TERM CONTRACT (REBID)**

BID OPENING DATE: MAY 1, 2014 AT 2:00 P.M.

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

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

As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our website at <http://www.pbcgov.org/purchasing>. It is the vendor's sole responsibility to routinely check this website 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.**

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

BOARD OF COUNTY COMMISSIONERS
Palm Beach County
INVITATION FOR BID

BID NO.: 14-035R/SWC BID TITLE: Ferric Chloride Solution 37%-42%, Purchase and Delivery, Term Contract (Rebid)

PURCHASING DEPARTMENT CONTACT: Sandy Cservenyak, Senior Buyer TELEPHONE NO.: 561-616-6814

FAX NO.: 561-242-6714 EMAIL ADDRESS: scser@pbcgov.org

All bid responses must be received on or before May 1, 2014, prior to 2:00 p.m., Palm Beach County local time, at which time all bids shall be publicly opened and read. **SUBMIT BID TO:** Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415-3199.

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

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

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

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

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

2. LEGAL REQUIREMENTS

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

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

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

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

b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful bidder warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information.

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 Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will 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 of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are 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 amended. In October 2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The bidder is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance

with 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."

SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN \$1 MILLION): As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance of this Invitation for Bid, the BIDDER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by BIDDER, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

- 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, ACCESS AND AUDITS:** Any material submitted in response to this solicitation 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. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret, etc) must be specifically identified as such. Upon receipt of a public records request for information the bidder has designated as a trade secret or as otherwise exempt from Section 119.07, F.S., a determination will be made whether the identified information is, in fact, confidential.

The bidder shall maintain 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 records as required in this Section for the purpose of inspection or audit during normal business hours, at the bidder's place of business.

Notwithstanding anything herein to the contrary, as provided under Section 119.0701, F.S., where the bidder: (i) provides a service and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the bidder is required to:

- 1) maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service;
- 2) provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided by Florida law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure of the bidder to comply with these requirements shall be a material breach of this Contract.

- 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.

- n. **NO THIRD PARTY BENEFICIARIES:** No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or successful bidder.

3. BID SUBMISSION

- a. **SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided Invitation for Bid "Response" Form.

Bid responses on vendor letterhead/quotation forms shall not be accepted. Responses must be typewritten or written in ink, and must be signed in ink by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container 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 maintain 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%. 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%).

- b. In evaluating bids in excess of 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 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). 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).

Item 4 - Bid Submission Documentation

SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by any SBE 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 the SBE Prime SBE 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 shall be completed by the SBE Prime. A Schedule 2 shall be completed and signed by the proposed SBE subcontractor listed on Schedule 1. SBE Primes and SBE Subcontractors shall specify the type of work to be performed, the cost and/or percentage. If the SBE intends to subcontract any portion of the job to another certified SBE, or non-SBE, they are required to list the amount and the name of the subcontractor on this form. The 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. 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 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.
- 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 and performs with its own forces.

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 subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE 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 sub shall be completed and signed by the proposed SBE after receipt of payment from the Prime. If a SBE subcontractor intends to disburse any funds associated with this payment to any subcontractor for labor provided on this contract, the amount and name of the subcontractor must be listed on this form. In addition, if the named subcontractor is a certified SBE, then a Schedule 4 shall be completed and signed by the named SBE after receipt of payment from the SBE subcontractor. 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

1. **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 non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.
2. **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 business, all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.
3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "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. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are 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.
- 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. Additionally, anytime after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract.
- #### 4. BID OPENING/AWARD OF BID
- a. **OBSERVING THE PUBLISHED BID OPENING TIME:** The published bid opening time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid opening time. Any bid delivered after the precise time of bid opening shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, 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 Purchasing Department and on the Purchasing Department website at www.pbcgov.com/purchasing prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website 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 Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes

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

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

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

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

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

Pursuant to Palm Beach County Code, Section 2-421 – 2-440, 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. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7. **BUSINESS INFORMATION:**

If bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

THIS IS THE END OF "GENERAL CONDITIONS."

SPECIAL CONDITIONS

8. GENERAL /SPECIAL CONDITION PRECEDENCE

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

9. QUALIFICATION OF BIDDERS

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

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

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

10. 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.

11. 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.

12. F.O.B. POINT

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

13. DELIVERY

Delivery shall be required within five (5) calendar days after receipt of term contract delivery order (DO) unless a modified delivery date has been requested by the successful bidder and approved in writing by the Purchasing Director or his/her designee. Failure of the successful bidder to perform to the delivery requirement is sufficient cause for default and termination of the contract.

14. ADDITION/DELETION OF LOCATIONS

Palm Beach County reserves the right to add or delete delivery locations during the term of the contract at its sole discretion. The price for additional locations will be based on the unit price per gallon.

15. SAMPLES (UPON REQUEST)

Bidders shall provide, without cost to the County, samples of requested items. Samples may be used in addition to documentation provided by a bidder to show compliance to technical specifications. Upon request, the County will return undestroyed samples to the unsuccessful bidders, at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and IFB item reference. Requests for return of samples must be received with the sample and shall include return instructions with shipping authorization and name of carrier. If these instructions are not received, the commodities shall be disposed of by Palm Beach County at its discretion.

16. AS SPECIFIED

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

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

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. 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. A renewal shall be revoked if a vendor is suspended by the Purchasing Department prior to the commencement of the renewal period.

19. INFORMATION AND DESCRIPTIVE LITERATURE

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

Note: At the sole discretion of Palm Beach County, samples may be requested, after bid submittal, to complete and/or verify compliance to bid specifications.

20. 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.

21. 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. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to CertFocus at www.cert@certfocus.com or fax (877) 237-8560, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

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

Business Auto Liability with Pollution Liability Endorsements. Successful Bidder shall agree to maintain Business Automobile Liability, including the MCS-90 Motor Carrier Act Endorsement and/or CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Business Auto, Motor Carrier and Truckers Coverage Forms Endorsement, at a minimum limit not less than \$1,000,000 per occurrence providing coverage for damages against such third-party liability, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of \$100,000, the County reserves the right, but not the obligation, to review and request a copy of the successful bidder's most recent annual report or audited financial statements. The policy shall be endorsed to include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents as additional Insured."

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

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

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

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. 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.

All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

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

**SPECIFICATIONS
BID #14-035R/SWC**

**FERRIC CHLORIDE SOLUTION 37%-42%,
PURCHASE AND DELIVERY, TERM CONTRACT (REBID)**

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing, and establish a term contract for the purchase and delivery of Ferric Chloride Solution for various Palm Beach County Water Utilities Treatment Plants.

GENERAL

Ferric Chloride Solution shall be used as a flocculent aid to reduce settled water turbidity.

TECHNICAL REQUIREMENTS

Products: Products offered shall be NSF standard compliant.

ITEM #1: 37% -42% Ferric Chloride Solution

Products listed below shall be in accordance with AWWA B407-05 standards, or latest edition.

- Ferric Chloride solution shall be 37%-42% by weight
- Free Acid as HCL% weight
- Insoluble % by weight under 8 PPM

PAYMENT

Unit price offered per gallon shall include all delivery and unloading charges.

CURRENT DELIVERY LOCATION
Water Treatment Plant, System #8 1500 Jog Road West Palm Beach, FL 33415 Tim McAleer (561) 493-6181 Deliveries shall be between 7:00 a.m. & 5:00 p.m. weekdays only.

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.

**BID RESPONSE
BID #14-035R/SWC**

**FERRIC CHLORIDE SOLUTION 37%-42%,
PURCHASE AND DELIVERY, TERM CONTRACT (REBID)**

ITEM NO.	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL OFFER
1.	37%-42% FERRIC CHLORIDE SOLUTION AS SPECIFIED HEREIN. MFR. OFFERED: _____	GALLON	230,800	\$ _____	\$ _____

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

Is Qualification of Bidders information included, per Term and Condition #9? YES/INITIAL ____

Is Information and Descriptive Literature included, per Term & Condition #19? YES/INITIAL ____

Does bidder clearly understand the Insurance requirement, per Term and Condition #21? 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.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: (Enter the entire legal name of the bidding entity)

DATE:

*** SIGNATURE:** _____

PRINT NAME:

PRINT TITLE:

ADDRESS: _____

CITY / STATE: _____ ZIP CODE: _____

TELEPHONE # ()

E-MAIL:

TOLL FREE # ()

FAX #: ()

APPLICABLE
LICENSE(S)

NUMBER # _____ TYPE: _____

FEDERAL ID # _____

**QUALIFICATIONS OF BIDDERS
REFERENCES FOR SOLICITATION #14-035R/SWC (REBID)**

List references in accordance with qualifications of bidder, when applicable.

CUSTOMER NAME: _____
(PLEASE PRINT OR TYPE)

ADDRESS: _____
(PLEASE PRINT OR TYPE)

PHONE NUMBER: () FAX NUMBER: () E-MAIL: _____

CONTACT NAME: _____
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: _____
(PLEASE PRINT OR TYPE)

START DATE: _____ END DATE: _____

CUSTOMER NAME: _____
(PLEASE PRINT OR TYPE)

ADDRESS: _____
(PLEASE PRINT OR TYPE)

PHONE NUMBER: () FAX NUMBER: () E-MAIL: _____

CONTACT NAME: _____
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: _____
(PLEASE PRINT OR TYPE)

START DATE: _____ END DATE: _____

CUSTOMER NAME: _____
(PLEASE PRINT OR TYPE)

ADDRESS: _____
(PLEASE PRINT OR TYPE)

PHONE NUMBER: () FAX NUMBER: () E-MAIL: _____

CONTACT NAME: _____
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: _____
(PLEASE PRINT OR TYPE)

START DATE: _____ END DATE: _____

**STATEMENT OF NO BID
BID #14-035R/SWC**

**FERRIC CHLORIDE SOLUTION 37%-42%,
PURCHASE AND DELIVERY, TERM CONTRACT (REBID)**

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

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 # 14-035R/SWC (REBID)**

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: (1) bidders/quoters having a permanent place of business in Palm Beach County ("County"); (2) bidders/quoters 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) bidders/quoters 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/quoters must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder/quoter to provide the goods/services being solicited by the County, and will be used to verify that the bidder/quoter had a permanent place of business prior to the issuance of the solicitation. The bidder/quoter must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are 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/quoter to not receive a local preference.

In instances where the bidder/quoter is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder/quoter must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder/quoter had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders/quoters for additional information related to this requirement after the bid/quote due date.

I. Bidder/Quoter is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County
 _____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ 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/quoter's County Business Tax Receipt verifies bidder's/quoter's permanent place of business.

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

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

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

 (Signature)

 (Date)

**DRUG-FREE WORKPLACE CERTIFICATION
BID #14-035R/SWC (REBID)**

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

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

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

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

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

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

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

Signature

Date

SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: _____ PROJECT NO. OR BID NO.: _____
NAME OF PRIME BIDDER: _____ ADDRESS: _____
CONTACT PERSON: _____ PHONE NO.: _____ FAX NO.: _____
BID OPENING DATE: _____ USER DEPARTMENT: _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

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

I hereby certify that the above information accurate to the best of my knowledge:

Signature

Title

- Note:
1. 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.
 2. 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 and/or percentage under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.

OSBA 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: _____ PROJECT NAME: _____

TO: _____

(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	Total Price/	
			Unit 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 subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price or Percentage _____ / _____
 (Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

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)

**OSBA SCHEDULE 3
SBE-M/WBE ACTIVITY FORM**

SBE-M/WBE ACTIVITY FOR MONTH ENDING _____ PROJECT# _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION							SBE-M/WBE Category (check all applicable)							
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount drawn for SBE-M/WBE Sub This Period	Amount drawn for SBE-M/WBE Sub to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (✓)	Small Business (✓)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge _____

(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

Revised 9/7/2011

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

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

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

On _____ - _____ - _____ from _____
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: _____ PROJECT NO.: _____

PRIME CONTRACTOR VENDOR CODE: _____

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: _____

=====

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor and/or material provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

=====

By: _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

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

By: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____ Type of Identification _____

**AWARD RECOMMENDATION
BID RE-CAP SHEET**

BID # 14-035R/SWC	<i>[Signature]</i>	TITLE: FERRIC CHLORIDE SOLUTION 37% - 42%, PURCHASE AND DELIVERY, TERM CONTRACT, (REBID)
BUYER: SANDY CSERVENYAK		

ACTION	INITIALS	DATE	ACTION	INITIALS	DATE
BID OPENED	CP, KP	5/1/14	AWARD POSTED ON WEBSITE	CP	5/14/14
POSTING APPROVED	<i>[Signature]</i>	5/14/14	AWARD REMOVED FROM WEBSITE	CP	5/22/14
COPY TO BUYER ASSISTANT FOR POSTING ON INTERNET	CP	5/14/14	COPY TO OSBA AND DEPARTMENT	CP	5/22/14

KEY(S) FOR RECOMMENDATION: (PLEASE NOTE YOUR RECOMMENDATION BELOW)		PREFERENCE CODES:
(1) RECOMMENDED AWARD - LOWEST RESPONSIVE AND RESPONSIBLE BIDDER MEETING SPECIFICATIONS	"GLP" = GLADES LOCAL PREFERENCE (5%) See term 3.d of the referenced bid	
(2) NO AWARD, RESPONSIVE AND RESPONSIBLE, BUT NOT LOWEST BIDDER MEETING SPECIFICATIONS	"LP" = LOCAL PREFERENCE (5%) See term 3.d of the referenced bid	
(3) NO AWARD, NOT RESPONSIVE AND / OR RESPONSIBLE TO BID	"SBE" = SBE RANKING (10%)*	
(4) NOT TECHNICALLY EVALUATED / IN EXCESS OF DEPARTMENT'S FUNDING LIMITS	"NO LP" = MARTIN CO. - NO "LP" APPLIED	

STEP 1

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
PVS TECHNOLOGIES, INC.	\$ 339,276		PVS TECHNOLOGIES, INC.	\$ 339,276		(1)
KEMIRA WATER SOLUTIONS, INC.	\$ 339,276		KEMIRA WATER SOLUTIONS, INC.	\$ 339,276		(2)

NOTE: FOR CALCULATING GLP, LP AND SBE PREFERENCES SEE WEBSITE FOR DETAILS.

REMARKS: TIE-BREAKER USED: VENDOR CLOSEST TO DELIVERY LOCATION: PVS TECHNOLOGIES, INC. 1.323 MILES; KEMIRA WATER SOLUTIONS, INC. 1.437 MILES.
--

Posting Period 5/14/14 - 5/21/14

PUR 14 MAY 22 PM 1:00



Form L

June 2, 2015

Purchasing Department

50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 616-6811
www.pbcgov.com/purchasing

PVS Technologies, Inc.
Craig Mikkelson, Vice President of Sales & Marketing
10900 Harper Avenue
Detroit, MI 48213

TERM CONTRACT #14035RA

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for FERRIC CHLORIDE SOLUTION 37% - 42%, PURCHASE AND DELIVERY based on:

[X] RENEWAL OF CONTRACT based on SOLICITATION #14-035R/SWC in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 07/02/15 through 07/01/16, and has an estimated dollar value of \$216,200.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g., CPO / DO 680 XY030305000000001111 or CPO / DO 680 XY030305*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Zulma Gasca, Senior Buyer at zgasca@pbcgov.org or (561) 616-6815.

Sincerely,


Kathleen M. Scarlett
Director

c: **Vernetha Green, Water Utilities**
File

"An Equal Opportunity
Affirmative Action Employer"



Purchasing Department

50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 616-6811

www.pbcgov.com/purchasing



**Palm Beach County
Board of County
Commissioners**

Priscilla A. Taylor, Mayor

Paulette Burdick, Vice Mayor

Hal R. Valeche

Shelley Vana

Steven L. Abrams

Mary Lou Berger

Jess R. Santamaria

County Administrator

Robert Weisman

Form L

July 1, 2014

PVS Technologies, Inc.
Craig Mikkelson, Vice President of Sales & Marketing
10900 Harper Avenue
Detroit, MI 48213

TERM CONTRACT # **14035R**

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for **FERRIC CHLORIDE SOLUTION 37% - 42%, PURCHASE AND DELIVERY, TERM CONTRACT** based on:

[X] SOLICITATION # **14-035R/SWC**

The term of this contract is **7/2/2014** through **7/1/2015**, and has an estimated dollar value of \$ **339,276**.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All **invoices must** reference a unique document number (e.g., CPO / DO 680 XY030305000000001111 or CPO / DO 680 XY030305*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

If you have any questions, please contact **Sandy Cservenyak, Senior Buyer** at **scser@pbcgov.org** or **(561) 616-6814**.

Sincerely,

Kathleen M. Scarlett
Purchasing Director

c: Vernetha Green, WUD
File

"An Equal Opportunity
Affirmative Action Employer"



printed on recycled paper

PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL
BOARD OF COUNTY COMMISSIONERS MEETING DATE OF
06/02/2015

Contractor(s)	Project	Contract Amount SBE Dollar Amount/Percentage of Participation	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<u>EXHIBIT C</u> PVS Technologies, Inc.	Renewal of term contract for the purchase and delivery of ferric chloride solution 37%-42% for the period 07/02/2015 through 07/01/2016 per Master Agreement #14035RA.	\$216,200.00 SBE: \$0	Water Utilities Department 4001-720-2531-5205	Scarlett	
<p>The County has expended or encumbered \$189,170 (\$18,016/month) during the previous ten and one half (10.5) months of the current twelve (12) month term contract. Based upon historical usage \$216,200 is needed to meet the County's requirements through the expiration of this new twelve (12) month renewal term contract. This term contract has three (3) twelve (12) month renewal options. Awardee is located out of State. The original bid was established by a competitive selection process. No SBE vendor submitted a bid on this project.</p>					
<u>EXHIBIT D</u> Fisher Scientific Company, LLC	Increase and extension of term contract for the purchase of laboratory equipment and supplies for the period 07/01/2014 through 12/31/2015 per Master Agreement #250465B.	Increased Amount: \$164,282.00 Total with Increase: \$479,482.00 SBE: \$0	Countywide	Scarlett	
<p>The County has expended or encumbered \$287,493 (\$27,380/month) during the previous ten and one half (10.5) months of the current twelve (12) month term contract. A six (6) month extension is necessary to coincide with the extension executed by the State of Idaho to align contract renewal dates with the new catalog pricing schedule, and an increase of \$164,282 to the previous authorized contract amount of \$315,200 is required through this extended period. This purchase is off the State of Idaho/NASPO Contract SBPO1336. This term contract has no renewal options remaining. Awardee is located out of State. There is no SBE currently certified for this commodity or service.</p>					

TOTAL AMOUNT OF ALL AWARDS: \$1,683,922.00

Bulma

**BID RESPONSE
BID #14-035R/SWC**

**FERRIC CHLORIDE SOLUTION 37%-42%,
PURCHASE AND DELIVERY, TERM CONTRACT (REBID)**

ITEM NO.	DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	TOTAL OFFER
1.	37%-42% FERRIC CHLORIDE SOLUTION AS SPECIFIED HEREIN. MFR. OFFERED: <u>PVS Technologies, Inc.</u>	GALLON	230,800	\$ <u>1.47/GL</u>	\$ <u>339,276.00</u>

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

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

YES/INITIAL CLM

Is Information and Descriptive Literature included, per Term & Condition #19?

YES/INITIAL CLM

Does bidder clearly understand the Insurance requirement, per Term and Condition #21?

YES/INITIAL CLM

*** 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.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: (Enter the entire legal name of the bidding entity)

DATE:

PVS Technologies, Inc.

April 28, 2014

*** SIGNATURE:**



PRINT NAME: Craig Mikkelson

PRINT TITLE: Vice President of Sales & Marketing

ADDRESS: 10900 Harper Avenue

CITY/STATE: Detroit, MI

ZIP CODE: 48213

TELEPHONE # (313) 571-1100

E-MAIL: bids@pvschemicals.com

TOLL FREE # (800) 337-7428

FAX #: (313) 571-6765

APPLICABLE
LICENSE(S)
NUMBER #

TYPE:

FEDERAL ID # 38-1949201

**QUALIFICATIONS OF BIDDERS
REFERENCES FOR SOLICITATION #14-035R/SWC (REBID)**

List references in accordance with qualifications of bidder, when applicable.

CUSTOMER NAME: City of Atlanta
(PLEASE PRINT OR TYPE)
ADDRESS: 55 Trinity Avenue, suite 1790, Atlanta, GA 30303
(PLEASE PRINT OR TYPE)
PHONE NUMBER: (404) 865-8932 FAX NUMBER: () E-MAIL: pdixon@atlantaga.gov
CONTACT NAME: Pat Dixon
(PLEASE PRINT OR TYPE)
SCOPE OF WORK: Supplying Liquid Ferric chloride
(PLEASE PRINT OR TYPE)

START DATE: August 2011 END DATE: 01/31/2017

CUSTOMER NAME: City of Monroe, NC
(PLEASE PRINT OR TYPE)
ADDRESS: 2401 Walkup Avenue, Monroe, NC 28110
(PLEASE PRINT OR TYPE)
PHONE NUMBER: (704) 282-4634 FAX NUMBER: () E-MAIL: kpenegar@monroenc.org
CONTACT NAME: Karen Penegar
(PLEASE PRINT OR TYPE)
SCOPE OF WORK: Supplying Liquid Ferric chloride
(PLEASE PRINT OR TYPE)

START DATE: Janaury 2009 END DATE: June 30, 2014 (quarterly bids)

CUSTOMER NAME: Tampa Bay Water, FL
(PLEASE PRINT OR TYPE)
ADDRESS: 2575 Enterprise Road, clearwater, FL 33763-1102
(PLEASE PRINT OR TYPE)
PHONE NUMBER: (727) 796-2355 FAX NUMBER: () E-MAIL: dwoodall@tampabaywater.org
CONTACT NAME: Debra Woodall
(PLEASE PRINT OR TYPE)
SCOPE OF WORK: Supplying Liquid Ferric chloride
(PLEASE PRINT OR TYPE)

START DATE: 01/01/ 2011 END DATE: 12/31/2014

**STATEMENT OF NO BID
BID #14-035R/SWC**

**FERRIC CHLORIDE SOLUTION 37%-42%,
PURCHASE AND DELIVERY, TERM CONTRACT (REBID)**

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

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 # 14-035R/SWC (REBID)**

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: (1) bidders/quoters having a permanent place of business in Palm Beach County ("County"); (2) bidders/quoters 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) bidders/quoters 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/quoters must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder/quoter to provide the goods/services being solicited by the County, and will be used to verify that the bidder/quoter had a permanent place of business prior to the issuance of the solicitation. The bidder/quoter must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are 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/quoter to not receive a local preference.

In instances where the bidder/quoter is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder/quoter must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder/quoter had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders/quoters for additional information related to this requirement after the bid/quote due date.

I. Bidder/Quoter is a:

N/A

Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

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

N/A

Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

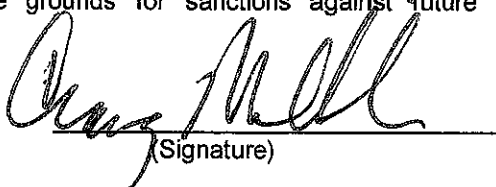
Headquarters located in the Glades
 Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

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

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

Vice President of Sales & Marketing, PVS Technologies, Inc.
 (Title/Position) (Firm Name of Bidder/Quoter)

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


 (Signature)

04/28/2014
 (Date)

**DRUG-FREE WORKPLACE CERTIFICATION
BID #14-035R/SWC (REBID)**

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.

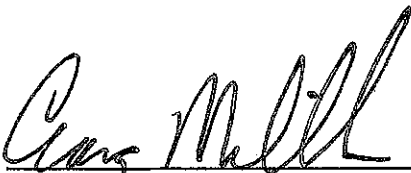
Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program 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 Craig Mikkelson the
(Individual's Name)

Vice President of Sales & Marketing of PVS Technologies, 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

04/28/2014

Date

SCHEDULE 1

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

PROJECT NAME OR BID NAME: Liquid Ferric Chloride

PROJECT NO. OR BID NO.: #14-035R/SWC (REBID)

NAME OF PRIME BIDDER: PVS Technologies, Inc.

ADDRESS: 10900 Harper Avenue, Detroit, MI 48213

CONTACT PERSON: Craig Mikkelsen

PHONE NO.: 313-571-1100 ext4114 FAX NO.: 313-571-6765

BID OPENING DATE: May 1, 2014

USER DEPARTMENT: Water Treatment Plants

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK						
	<u>M/WBE</u>	<u>SBE</u>	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
N/A***PVS Technologies, Inc. does not use subcontractors on any project supplying Liquid Ferric Chloride.	<input type="checkbox"/>	<input type="checkbox"/>							
2.	<input type="checkbox"/>	<input type="checkbox"/>							
3.	<input type="checkbox"/>	<input type="checkbox"/>							
4.	<input type="checkbox"/>	<input type="checkbox"/>							
5.	<input type="checkbox"/>	<input type="checkbox"/>							

(Please use additional sheets if necessary)

Total

Total Bid Price \$ 339,276.00

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work N/A

I hereby certify that the above information accurate to the best of my knowledge:

Signature

Vice President of Sales &

Title Marketing

Note: 1. 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.

2. 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 and/or percentage under the appropriate category.

3. M/WBE information is being collected for tracking purposes only.

Revised 9/7/2011

OSBA 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: _____ PROJECT NAME: _____

TO: _____

(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	Total Price/	
			Unit 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 subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price or Percentage _____ / _____
 (Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

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)

**OSBA SCHEDULE 3
SBE-M/WBE ACTIVITY FORM**

SBE-M/WBE ACTIVITY FOR MONTH ENDING _____ PROJECT#: 14-035R/SWC (REBID)

PROJECT NAME Liquid Ferric chloride

PRIME CONTRACTOR NAME PVS Technologies, Inc.

PROJECT SUPERVISOR Craig Mikkelsen

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION						SBE-M/WBE Category (check all applicable)								
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount drawn for SBE-M/WBE Sub This Period	Amount drawn for SBE-M/WBE Sub to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (✓)	Small Business (✓)	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Not applicable.														

I hereby certify that the above information is true to the best of my knowledge. Craig Mikkelsen Vice President of Sales & Marketing

(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

Revised 9/7/2011

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

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

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

On _____ - _____ - _____ from _____
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: _____ PROJECT NO.: _____

PRIME CONTRACTOR VENDOR CODE: _____

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: _____

=====

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor and/or material provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

=====

By: _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

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

By: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____ Type of Identification _____

**CERTIFIED COPY OF RESOLUTIONS
OF BOARD OF DIRECTORS
OF PVS TECHNOLOGIES, INC.**

The undersigned, being the Secretary of PVS Technologies, Inc. (the "Company"), a Michigan corporation, certifies that the following is an accurate and complete copy of resolutions duly adopted by the Board of Directors of the Company, and that said resolutions remain in full force and effect as of the date of this certificate:

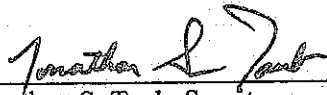
"RESOLVED, That the Company is authorized to submit bids to private and governmental entities for the sale of products and for the performance of services (collectively, 'Bids').

RESOLVED, That the Company is authorized to enter into contracts with private and governmental entities for the sale and purchase of products and for the performance of services (collectively, 'Contracts').

FURTHER RESOLVED, That the Company is authorized to submit applications for permits, licenses and other grants of authority from governmental entities which the Company requires to conduct its business (collectively, 'Applications').


FURTHER RESOLVED, That Craig L. Mikkelson, Vice President of Sales & Marketing of the Company, shall be and is authorized to execute Bids, Contracts and Applications on behalf of the Company and such other documents relating to Bids, Contracts and Applications as he deems necessary or expedient for the purposes of carrying out the terms of the Bids, Contracts and Applications or otherwise conducting the business of the Company."

IN WITNESS OF THESE CERTIFIED RESOLUTIONS, the undersigned has signed below and affixed the corporate seal of the Company on September 23, 2013.



Jonathan S. Taub, Secretary

Subscribed and sworn to before me
on September 23, 2013.



Notary Public, Wayne County, Michigan

My Commission Expires: 9/4/2017

DEBRA J. THEODORE
Notary Public, Macomb County, Michigan
Acting In Wayne County
My Commission Expires September 4, 2017

MATERIAL SAFETY DATA SHEET

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

Product identifier: FERRIC CHLORIDE- Drinking Water Grade

Typical product use: Water and wastewater treatment, treatment of industrial waste water.

Supplier name and address:

PVS Technologies, Inc.

10900 Harper Avenue
Detroit, MI 48213 USA
313-571-1100

Manufacturer's name and address:

Refer to supplier

24 Hour Transportation Emergency Telephone #: (800) 424-9300 (Chemtrec)

SECTION 2 — HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

Reddish brown liquid, slight iron / acid odor.

Danger! Corrosive material. Causes burns. Reacts with metals to release flammable hydrogen gas.

May be harmful or fatal if swallowed in large amounts. Effects may be delayed.

POTENTIAL HEALTH EFFECTS

Target organs: Eyes, skin, respiratory system, digestive system.

Signs and symptoms of short-term (acute) exposure:

Inhalation: Vapors and mists may be corrosive or irritating to the nose, throat and respiratory tract. Symptoms may include burning sensation, coughing, shortness of breath, lung inflammation and pulmonary edema (fluid accumulation).

Skin contact: Vapors, mists and liquids may cause severe irritation and/or corrosive burns to the skin. Symptoms may include dryness, discomfort or rash, deep burns and tissue damage.

Eye contact: Direct eye contact may cause severe irritation, tearing, blurred vision, corrosive burns, severe damage, eye injury and permanent blindness.

Ingestion: Vapors, mists and liquids are corrosive to the mouth, throat and digestive system. Ingestion may result in abnormal liver and kidney function. Symptoms may include nausea, vomiting, pain, diarrhea, coma and death. Effects may be delayed by up to three days.

Effects of long-term (chronic) exposure: Chronic skin contact with low concentrations may cause dermatitis.

Other important hazards: Eye contact may cause eye tissue discoloration. For further information on other important hazards, see TOXICOLOGICAL INFORMATION, Section 11.

SECTION 3 — COMPOSITION / INFORMATION ON INGREDIENTS

Ingredients	CAS #	%	LC ₅₀ (rat, inh)	LD ₅₀ (mg/kg)	
				rat, oral	dermal, rabbit
Ferric chloride	7705-08-0	31 – 45	(mg/m ³ / 4hr)	500 – 5000	> 20000
Water	7732-18-5	55 – 69	not available	90 ml/Kg	not available

SECTION 4 — FIRST AID MEASURES

Inhalation: Immediately remove person to fresh air. If breathing stops, provide rescue breathing. If breathing is difficult, administer oxygen by qualified medical personnel only. Obtain medical attention.

Skin contact: Flush immediately with water for at least 30 minutes, while removing contaminated clothing under running water. Obtain immediate medical attention. Wash clothing before reuse.

Eye contact: Immediately flush with water for at least 30 minutes. Obtain immediate medical attention.

Ingestion: If swallowed, DO NOT induce vomiting. Have victim rinse mouth with water, then give victim one to two glasses of water to drink. Never give anything by mouth to an unconscious person. Obtain immediate medical attention.

SECTION 5 — FIRE FIGHTING MEASURES

Fire hazards/conditions of flammability: This material is not considered to be flammable. Product may release small amounts of flammable Hydrogen gas on contact with metals. Closed containers may rupture if exposed to excess heat or flame, due to a build-up of internal pressure.

Flash point (Method): Not Applicable

Auto-ignition temperature: Not Applicable

Lower flammable limit (% by volume): Not Applicable

Upper flammable limit (% by volume): Not Applicable

Explosion data: Sensitivity to mechanical impact / static discharge: Not Applicable

Oxidizing properties: Data not available

Suitable extinguishing media: Use water spray, water fog, alcohol resistant foam, dry chemicals, CO₂ or other agents as appropriate for surrounding fires.

Special fire-fighting procedures/equipment: Firefighters should wear proper protective equipment and a self-contained breathing apparatus. Move containers from fire area if it can be done without risk. Water spray may be useful in cooling equipment and containers exposed to heat and flame.

Hazardous combustion products: May release toxic fumes of Hydrogen Chloride gas in a fire.

SECTION 6 — ACCIDENTAL RELEASE MEASURES

Personal precautions: Restrict access to area until completion of clean-up. Ensure clean-up is conducted by trained personnel only. All persons dealing with clean-up should wear the appropriate protective equipment including self-contained breathing apparatus and boots. Keep all other personnel upwind and away from the spill/release.

Environmental precautions: Ensure spilled product does not enter drains, sewers, waterways, or confined spaces. Dike far ahead of the spill for later recovery or disposal.

Spill response/Clean-up: Ventilate area of release. Stop leak if you can do so without risk. Neutralize spill with lime or soda ash. Absorb neutralized spill with inert absorbent material, then place absorbent material into a suitable, labeled container for later disposal (see Section 13). Flush spill area with water, in accordance with applicable regulations, to waste treatment system. Notify the appropriate authorities as required.

Reportable Quantity: Spills over 1000 dry pounds (454Kg) must be reported to National Response Center (800) 424-8802.

SECTION 7 — HANDLING AND STORAGE

Safe handling procedures: This material is corrosive. Wear appropriate chemically protective equipment. Use in a well ventilated area with proper engineering controls. Avoid inhalation of vapors. Avoid contact with skin, eyes and clothing. Keep away from heat and flame. Keep away from metals and other incompatible materials. Protect container from physical damage. Do not strike containers or fittings with tools or hard objects. Keep container closed and dry. Wash thoroughly after handling. Emptied container may retain vapor and product residue.

Storage requirements: Store in a cool, dry, well-ventilated area away from all sources of heat and incompatible materials. Storage area should be clearly identified, clear of obstruction, and accessible only to trained and authorized personnel. Inspect periodically for damage or leaks.

Incompatible materials: Oxidizing agents, metals, strong bases, reducing agents, alcohols, sulfides, monomers (e.g. Styrene).

Special packaging materials: Always keep in containers made of the same materials as the supply container.

SECTION 8 — EXPOSURE CONTROLS / PERSONAL PROTECTION

Permissible exposure levels:

<u>Ingredient name:</u>	<u>OSHA PEL</u>	<u>ACGIH TLV</u>
Ferric chloride	*1 mg/m ³ (final rule / vacated limit)	*1 mg/m ³

*Note: The OSHA PEL's and ACGIH TLV's listed above for Ferric chloride are for "Iron salts, soluble, as Fe".

Ventilation and engineering controls: Provide good general room ventilation to minimize exposure to vapors or mists. Local exhaust ventilation may be required in order to meet TLV requirements.

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SECTION 8 — EXPOSURE CONTROLS / PERSONAL PROTECTION- Continued

Respiratory protection: Respiratory protection is required if the airborne concentration exceeds the TLV. NIOSH-approved full face respirators are recommended depending on the airborne concentration levels. Advice should be sought from respiratory protection specialists.

Protective gloves: Gloves impervious to the material must be worn. Confirmation of what type of material is most suitable for the intended application, should be obtained from glove suppliers.

Eye protection: Chemical splash goggles to prevent direct contact or injury. Do not wear contact lenses.

Other protective equipment: Wear protective clothing to minimize skin contact. Full-face shield, rubber footwear, acid-resistant hood and full-body suit recommended as appropriate. An eyewash station and safety shower should be made available in the immediate working area. Other equipment may be required depending on workplace standards.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

Physical form, color and odor: Reddish brown liquid, slight iron/acid odor

Odor threshold: Not Available

Boiling point: 230 °F (110 °C)

Specific gravity (water=1): 1.432 @ 17.5°C (40% solution).

Coefficient of oil/water distribution: Not Available

Solubility in water (%): Complete

Volatile organic compounds (VOC's): Not Applicable

pH: < 2.0.

Evaporation rate (nBuAC=1): <1

Melting/freezing point: -15°F (37% solution)

Vapour pressure: Negligible.

Vapour density (Air=1): Not Applicable

Percent Volatile by Weight: Not Available

SECTION 10 — STABILITY AND REACTIVITY

Stability and reactivity: Stable under the recommended storage and handling conditions prescribed. Product may release small amounts of flammable Hydrogen gas on contact with metals. Hazardous polymerization will not occur.

Conditions to avoid: Avoid contact with incompatible materials, heat and flame. Material is acidic and corrodes most metals.

Materials to avoid: Incompatible materials (see Section 7).

Hazardous decomposition products: . Product may release small amounts of flammable Hydrogen gas on contact with metals

SECTION 11 — TOXICOLOGICAL INFORMATION

Routes of exposure: Skin contact, eye contact, inhalation and ingestion.

Toxicological data: There is no available data for the product itself, only for the ingredients. Ingredient: Ferric Chloride LD50- Rat, Oral, 500 – 5000 mg/Kg. Rabbit, Dermal, >2000 mg/Kg

Carcinogenicity: None of the listed ingredients are classified as carcinogenic by IARC or ACGIH.

Teratogenicity, mutagenicity, other reproductive effects: None known.

Sensitization to material: No skin or respiratory sensitization effects are known.

Synergistic materials: Not Available.

Conditions aggravated by exposure: None known.

SECTION 12 — ECOLOGICAL INFORMATION

Environmental effects: The product should not be allowed to enter drains or water courses or be deposited where it can affect ground or surface waters.

Important environmental characteristics: Not Available

Aquatic toxicity: Fat Head Minnows LC 50 > 1000ppm. Daphnia Magna LC50 > 1000 ppm.

SECTION 13 — DISPOSAL CONSIDERATIONS

Handling for disposal: Handle waste according to recommendations in Section 7. Do not allow waste product or container to contaminate waterways.

Methods of disposal: Containers should be disposed of in accordance with all applicable federal, state, and local regulations

SECTION 14 — TRANSPORT INFORMATION

Department of Transportation (DOT) Information:

Proper Shipping Name: FERRIC CHLORIDE, SOLUTION
UN No.: UN2582
Primary Class(es): 8
Subsidiary Class(es): None
Packing Group: III
Label: Corrosive

Other Shipping Information: Emergency Guidebook Number 154.

SECTION 15 — REGULATORY INFORMATION

U.S. Federal Regulations:

OSHA: This product is hazardous by definition of Hazard Communication Standard (29CFR1910.1200).

SARA TITLE III (Superfund Amendments and Reauthorization Act of 1986)

Section 311/312 Hazard and Physical Hazards:

Immediate	yes
Delayed	yes
Fire:	no
Pressure:	no
Reactivity:	no

CERCLA/SUPERFUND (40 CFR 117, 302)

<u>Ingredient</u>	<u>RQ (Reportable Quantity)</u>
ferric chloride, solution	1000 pounds, anhydrous basis

RCRA: If discarded in its purchased form, this product would be a hazardous waste by characteristic. Under RCRA, it is the responsibility of the product user to determine at the time of disposal, whether a material containing the product or derived from the product should be classified as a hazardous waste. This product contains no Class I or Class II Ozone Depleting Chemicals

TSCA: All compounds contained in this product are in the TSCA inventory
DOT: Please see Section 14.

SECTION 16 — OTHER INFORMATION

The following label hazard ratings are recommended for containers of Ferric Chloride, Solution:
(Hazard Index Key: 4 = severe; 3 = serious; 2 = moderate; 1 = slight; 0 = minimal)

NFPA

Health	3
Flammability	0
Reactivity	0

HMIS

Health	3
Flammability	0
Reactivity	0

Prepared by: PVS Technologies, Inc.
Telephone No. 313-571-1100

Preparation date: November 08, 2011.

Revision information: - Minor format changes. Increase in concentration range covered by MSDS.

END OF DOCUMENT

Document Number:
TAFU016

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Revision No.:
3

Revision Date:
11/08/2011



10900 HARPER AVENUE, DETROIT, MI 48213 (313) 571-1100 FAX (313) 571-6765

LIQUID FERRIC CHLORIDE

Augusta, GA and Detroit, MI Facilities

Drinking Water Grade and Technical Grade

Description

PVS Technologies Liquid Ferric Chloride is a concentrated solution of Iron III Chloride (FeCl_3) in water. It is manufactured from high purity raw materials in an oxidation process using chlorine and ferrous chloride solution.

Principal Uses

Potable water treatment:

- Turbidity reduction
- Color elimination
- Enhanced coagulation, NOM and DBP precursor removal
- Softening solids sedimentation
- Sludge reduction
- Lead control through a wide pH application range
- Filter conditioning

Wastewater treatment:

- Phosphate precipitation and removal
- Enhanced sedimentation
- Dewatering of all types of sludge streams
- Polymer flocculants enhancement and stabilization
- Sulfide based odors elimination
- Struvite control

SPECIFICATIONS

Appearance	A dark red/brown liquid
Concentrations FeCl ₃ FeCl ₃ Free Acid as HCl Insolubles Radionuclides	37 - 42% (adjusted seasonally or as required) 0.75% maximum 1.0% maximum Drinking Water Grade 3.5% maximum Technical Grade 0.008% (80 ppm) maximum None Detected
Specific gravity	1.38 - 1.49
Viscosity	12.1 centipoises for a 40% solution
Crystallization	37% FeCl ₃ - 15° F; 40% FeCl ₃ - 25°F
ANSI/NSF Standard 60 Certified	Maximum use level - 400 ppm as solution
CAS No.	7705-08-0
UN Classification	UN2582, Ferric Chloride Solution SQC data available on request

For additional information call: 313 571-1100

To place an order call: 1- 800-337-7428



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, January 20, 2014** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=3U690&Standard=060&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

PVS Technologies

10900 Harper Avenue

Detroit, MI 48213

United States

313-571-1100

[Visit this company's website](#)

Facility : Decatur, AL

Ferrous Chloride[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferrous Chloride, Solution	Other	250mg/L
Liquid Ferrous Chloride	Other	250mg/L
Liquid Ferrous Chloride- DWG	Other	250mg/L

[1] This product may be used for chlorite removal.

Facility : Trinity, AL

Ferrous Chloride[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferrous Chloride, Solution	Other	250mg/L
Liquid Ferrous Chloride	Other	250mg/L
Liquid Ferrous Chloride- DWG	Other	250mg/L

[1] This product may be used for chlorite removal.

Facility : Littleton, CO

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride Solution	Coagulation & Flocculation	250mg/L
LFC	Coagulation & Flocculation	250mg/L
LFC DWG	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride Drinking Water Grade	Coagulation & Flocculation	250mg/L

Polymer Blends[PY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferri+Plus 1005	Coagulation & Flocculation	251mg/L
Ferri+Plus 1010	Coagulation & Flocculation	253mg/L
Ferri+Plus 1020	Coagulation & Flocculation	255mg/L
Ferri+Plus 1050	Coagulation & Flocculation	160mg/L
Ferri+Plus 1075	Coagulation & Flocculation	107mg/L
Ferri+Plus 1100	Coagulation & Flocculation	80mg/L
Ferri+Plus 1125	Coagulation & Flocculation	64mg/L
Ferri+Plus 1150	Coagulation & Flocculation	53mg/L
Ferri+Plus 1200	Coagulation & Flocculation	40mg/L
Ferri+Plus 1300	Coagulation & Flocculation	27mg/L
Ferri+Plus 1400	Coagulation & Flocculation	20mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility : Augusta, GA

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L
LFC	Coagulation & Flocculation	250mg/L
LFC-DWG	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride Drinking Water Grade (DWG)	Coagulation & Flocculation	250mg/L

Ferrous Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferrous Chloride, Solution	Coagulation & Flocculation	250mg/L
Liquid Ferrous Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferrous Chloride - DWG	Coagulation & Flocculation	250mg/L

Facility : Distribution Center - Chicago, IL**Ferric Chloride**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride - DWG	Coagulation & Flocculation	250mg/L

Facility : Distribution Center - East St. Louis, IL**Ferric Chloride**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride - DWG	Coagulation & Flocculation	250mg/L

Ferrous Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferrous Chloride	Coagulation & Flocculation	250mg/L
Ferrous Chloride, Solution	Coagulation & Flocculation	250mg/L
Liquid Ferrous Chloride	Coagulation & Flocculation	250mg/L

NOTE: Only products bearing the NSF Mark are NSF Certified.

Facility : Distribution Center - Louisville, KY**Ferric Chloride**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride DWG	Coagulation & Flocculation	125mg/L
Ferric Chloride Drinking Water Grade	Coagulation & Flocculation	125mg/L
Ferric Chloride, Solution	Coagulation & Flocculation	125mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	125mg/L

Facility : Distribution Center - Baltimore, MD**Ferric Chloride**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride - DWG	Coagulation & Flocculation	250mg/L

Facility : Detroit, MI**Ferric Chloride**

Trade Designation	Product Function	Max Use
Ferric Chloride Solution	Coagulation & Flocculation	250mg/L
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L
LFC	Coagulation & Flocculation	250mg/L
LFC-DWG	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride Drinking Water Grade (DWG)	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride LMG	Coagulation & Flocculation	250mg/L

Ferrous Chloride

Trade Designation	Product Function	Max Use
Ferrous Chloride, Solution	Coagulation & Flocculation	250mg/L
Liquid Ferrous Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferrous Chloride - DWG	Coagulation & Flocculation	250mg/L

Polymer Blends[PY]

Trade Designation	Product Function	Max Use
Ferri+Plus 1005	Coagulation & Flocculation	251mg/L
Ferri+Plus 1010	Coagulation & Flocculation	253mg/L
Ferri+Plus 1020	Coagulation & Flocculation	255mg/L
Ferri+Plus 1050	Coagulation & Flocculation	263mg/L
Ferri+Plus 1075	Coagulation & Flocculation	267mg/L
Ferri+Plus 1100	Coagulation & Flocculation	200mg/L
Ferri+Plus 1125	Coagulation & Flocculation	160mg/L
Ferri+Plus 1150	Coagulation & Flocculation	133mg/L
Ferri+Plus 1200	Coagulation & Flocculation	100mg/L
Ferri+Plus 1300	Coagulation & Flocculation	67mg/L
Ferri+Plus 1400	Coagulation & Flocculation	50mg/L
Ferri+Plus 2005	Coagulation & Flocculation	251mg/L
Ferri+Plus 2010	Coagulation & Flocculation	253mg/L
Ferri+Plus 2020	Coagulation & Flocculation	255mg/L
Ferri+Plus 2050	Coagulation & Flocculation	263mg/L
Ferri+Plus 2075	Coagulation & Flocculation	267mg/L
Ferri+Plus 2100	Coagulation & Flocculation	200mg/L
Ferri+Plus 2125	Coagulation & Flocculation	160mg/L
Ferri+Plus 2150	Coagulation & Flocculation	133mg/L
Ferri+Plus 2200	Coagulation & Flocculation	100mg/L
Ferri+Plus 2300	Coagulation & Flocculation	67mg/L
Ferri+Plus 2400	Coagulation & Flocculation	50mg/L
Ferri+Plus 3005	Coagulation & Flocculation	251mg/L
Ferri+Plus 3010	Coagulation & Flocculation	253mg/L
Ferri+Plus 3020	Coagulation & Flocculation	255mg/L
Ferri+Plus 3050	Coagulation & Flocculation	263mg/L
Ferri+Plus 3075	Coagulation & Flocculation	267mg/L

Ferri+Plus 3100	Coagulation & Flocculation	200mg/L
Ferri+Plus 3125	Coagulation & Flocculation	160mg/L
Ferri+Plus 3150	Coagulation & Flocculation	133mg/L
Ferri+Plus 3200	Coagulation & Flocculation	100mg/L
Ferri+Plus 3300	Coagulation & Flocculation	67mg/L
Ferri+Plus 3400	Coagulation & Flocculation	50mg/L
Ferri+Plus 4005	Coagulation & Flocculation	251mg/L
Ferri+Plus 4010	Coagulation & Flocculation	253mg/L
Ferri+Plus 4020	Coagulation & Flocculation	255mg/L
Ferri+Plus 4050	Coagulation & Flocculation	263mg/L
Ferri+Plus 4075	Coagulation & Flocculation	267mg/L
Ferri+Plus 4100	Coagulation & Flocculation	200mg/L
Ferri+Plus 4125	Coagulation & Flocculation	160mg/L
Ferri+Plus 4150	Coagulation & Flocculation	133mg/L
Ferri+Plus 4200	Coagulation & Flocculation	100mg/L
Ferri+Plus 4300	Coagulation & Flocculation	67mg/L
Ferri+Plus 4400	Coagulation & Flocculation	50mg/L
Ferri+Plus 5005	Coagulation & Flocculation	251mg/L
Ferri+Plus 5010	Coagulation & Flocculation	253mg/L
Ferri+Plus 5020	Coagulation & Flocculation	255mg/L
Ferri+Plus 5050	Coagulation & Flocculation	263mg/L
Ferri+Plus 5075	Coagulation & Flocculation	267mg/L
Ferri+Plus 5100	Coagulation & Flocculation	200mg/L
Ferri+Plus 5125	Coagulation & Flocculation	160mg/L
Ferri+Plus 5150	Coagulation & Flocculation	133mg/L
Ferri+Plus 5200	Coagulation & Flocculation	100mg/L
Ferri+Plus 5300	Coagulation & Flocculation	67mg/L
Ferri+Plus 5400	Coagulation & Flocculation	50mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility : Distribution Center - Lakeville, MN

Ferric Chloride

Trade Designation	Product Function	Max Use
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride - DWG	Coagulation & Flocculation	250mg/L

Facility : Distribution Center - Syracuse, NY

Ferric Chloride

Trade Designation	Product Function	Max Use
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L

Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride - DWG	Coagulation & Flocculation	250mg/L

Facility : Distribution Center - Crafton, PA**Ferric Chloride**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride - DWG	Coagulation & Flocculation	250mg/L

Facility : Distribution Center - Philadelphia, PA**Ferric Chloride**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride - DWG	Coagulation & Flocculation	250mg/L

Facility : Fairless Hills, PA**Polymer Blends[PY]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferri+Plus 1005	Coagulation & Flocculation	251mg/L
Ferri+Plus 1010	Coagulation & Flocculation	253mg/L
Ferri+Plus 1020	Coagulation & Flocculation	255mg/L
Ferri+Plus 1050	Coagulation & Flocculation	263mg/L
Ferri+Plus 1075	Coagulation & Flocculation	267mg/L
Ferri+Plus 1100	Coagulation & Flocculation	200mg/L
Ferri+Plus 1125	Coagulation & Flocculation	160mg/L
Ferri+Plus 1150	Coagulation & Flocculation	133mg/L
Ferri+Plus 1200	Coagulation & Flocculation	100mg/L
Ferri+Plus 1300	Coagulation & Flocculation	67mg/L
Ferri+Plus 1400	Coagulation & Flocculation	50mg/L
Ferri+Plus 2005	Coagulation & Flocculation	251mg/L
Ferri+Plus 2010	Coagulation & Flocculation	253mg/L
Ferri+Plus 2020	Coagulation & Flocculation	255mg/L
Ferri+Plus 2050	Coagulation & Flocculation	263mg/L
Ferri+Plus 2075	Coagulation & Flocculation	267mg/L
Ferri+Plus 2100	Coagulation & Flocculation	200mg/L
Ferri+Plus 2125	Coagulation & Flocculation	160mg/L
Ferri+Plus 2150	Coagulation & Flocculation	133mg/L
Ferri+Plus 2200	Coagulation & Flocculation	100mg/L

Ferri+Plus 2300	Coagulation & Flocculation	67mg/L
Ferri+Plus 2400	Coagulation & Flocculation	50mg/L
Ferri+Plus 3005	Coagulation & Flocculation	251mg/L
Ferri+Plus 3010	Coagulation & Flocculation	253mg/L
Ferri+Plus 3020	Coagulation & Flocculation	255mg/L
Ferri+Plus 3050	Coagulation & Flocculation	263mg/L
Ferri+Plus 3075	Coagulation & Flocculation	267mg/L
Ferri+Plus 3100	Coagulation & Flocculation	200mg/L
Ferri+Plus 3125	Coagulation & Flocculation	160mg/L
Ferri+Plus 3150	Coagulation & Flocculation	133mg/L
Ferri+Plus 3200	Coagulation & Flocculation	100mg/L
Ferri+Plus 3300	Coagulation & Flocculation	67mg/L
Ferri+Plus 3400	Coagulation & Flocculation	50mg/L
Ferri+Plus 4005	Coagulation & Flocculation	251mg/L
Ferri+Plus 4010	Coagulation & Flocculation	253mg/L
Ferri+Plus 4020	Coagulation & Flocculation	255mg/L
Ferri+Plus 4050	Coagulation & Flocculation	263mg/L
Ferri+Plus 4075	Coagulation & Flocculation	267mg/L
Ferri+Plus 4100	Coagulation & Flocculation	200mg/L
Ferri+Plus 4125	Coagulation & Flocculation	160mg/L
Ferri+Plus 4150	Coagulation & Flocculation	133mg/L
Ferri+Plus 4200	Coagulation & Flocculation	100mg/L
Ferri+Plus 4300	Coagulation & Flocculation	67mg/L
Ferri+Plus 4400	Coagulation & Flocculation	50mg/L
Ferri+Plus 5005	Coagulation & Flocculation	251mg/L
Ferri+Plus 5010	Coagulation & Flocculation	253mg/L
Ferri+Plus 5020	Coagulation & Flocculation	255mg/L
Ferri+Plus 5050	Coagulation & Flocculation	263mg/L
Ferri+Plus 5075	Coagulation & Flocculation	267mg/L
Ferri+Plus 5100	Coagulation & Flocculation	200mg/L
Ferri+Plus 5125	Coagulation & Flocculation	160mg/L
Ferri+Plus 5150	Coagulation & Flocculation	133mg/L
Ferri+Plus 5200	Coagulation & Flocculation	100mg/L
Ferri+Plus 5300	Coagulation & Flocculation	67mg/L
Ferri+Plus 5400	Coagulation & Flocculation	50mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility : Nashville, TN

Ferrous Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferrous Chloride, Solution	Coagulation & Flocculation	250mg/L
Liquid Ferrous Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferrous Chloride - DWG	Coagulation & Flocculation	250mg/L

Facility : Houston, TX**Ferric Chloride**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride LMG	Coagulation & Flocculation	250mg/L
Ferric Chloride Solution DWG (LFCD)	Coagulation & Flocculation	250mg/L
Ferric Chloride Solution EMD	Coagulation & Flocculation	250mg/L
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L
LFC	Coagulation & Flocculation	250mg/L
LFC-DWG	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride Drinking Water Grade (DWG)	Coagulation & Flocculation	250mg/L

Facility : Distribution Center - Petersburg, VA**Ferric Chloride**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride - DWG	Coagulation & Flocculation	250mg/L

Facility : New Martinsville, WV**Ferric Chloride**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride, Solution	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride Drinking Water Grade (DWG)	Coagulation & Flocculation	250mg/L
Liquid Ferric Chloride LMG	Coagulation & Flocculation	250mg/L

Polymer Blends[PY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferri+Plus 1005	Coagulation & Flocculation	251mg/L
Ferri+Plus 1010	Coagulation & Flocculation	253mg/L
Ferri+Plus 1020	Coagulation & Flocculation	255mg/L
Ferri+Plus 1050	Coagulation & Flocculation	160mg/L
Ferri+Plus 1075	Coagulation & Flocculation	107mg/L
Ferri+Plus 1100	Coagulation & Flocculation	80mg/L
Ferri+Plus 1125	Coagulation & Flocculation	64mg/L
Ferri+Plus 1150	Coagulation & Flocculation	53mg/L
Ferri+Plus 1200	Coagulation & Flocculation	40mg/L
Ferri+Plus 1300	Coagulation & Flocculation	27mg/L
Ferri+Plus 1400	Coagulation & Flocculation	20mg/L

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Number of matching Manufacturers is 1

Number of matching Products is 207

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