LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

NOTICE OF SOLICITATION of BID

#16-006-WWSH

HAULING OF LIQUID DOMESTIC WASTEWATER SLUDGE AND COLLECTION SYSTEM DEBRIS

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT FACILITY, TERM CONTRACT

BID OPENING DATE: FRIDAY, SEPTEMBER 9, 2016 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 Loxahatchee River Environmental Control District (District) Purchasing Department at (561) 747-5709 extension 131 or via email at hazel.figueroa@lrecd.org.

It is requested that all bids be submitted in triplicate, one original and two copies.

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.loxahatcheeriver.org/purchasing.php. 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.

The Loxahatchee River Environmental Control District 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.

2500 Jupiter Park Drive, Jupiter, Florida 33458

Phone: (561) 747-5709, Fax: (561) 743-3027
INVITATION FOR BID

Hauling of Liquid Domestic Waste Water Sludge and Collection System Debris

BID NO: 16-006-WWSH       BID TITLE: Loxahatchee River Environmental Control District Facility, Term Contract

PURCHASING DEPARTMENT CONTACT: Hazel Figueroa, Purchasing Agent       TELEPHONE NO.: 561-747-5709 ext. 131
FAX NO.: 561-743-3027       EMAIL ADDRESS: hazel.figueroa@loxahatcheeeriver.org

All bid responses must be received on or before September 9, 2016, 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: Loxahatchee River Environmental Control District Purchasing Department, 2500 Jupiter Park Drive, Jupiter, Florida 33458-8964.

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 the Loxahatchee River Environmental Control District shall constitute a binding contract.

GENERAL AND SPECIAL CONDITIONS, SPECIFICATIONS AND FORMS FOR BIDDERS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between the Loxahatchee River Environmental Control District and the successful bidder. Changes to this invitation for bid may be made only by written amendment issued by the District 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 District 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 District.

The obligations of the Loxahatchee River Environmental Control District 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 Loxahatchee River Environmental Control District for any terms and conditions not specifically stated in the Invitation for Bid.

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

c. INDEPENDENT CONTRACTOR RELATIONSHIP: The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the DISTRICT. 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 DISTRICT shall be that of an Independent Contractor and not as employees or agents of the DISTRICT.

d. PUBLIC ENTITY CRIMES: F.S. 287.133 requires DISTRICT 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 a 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 48 months from the date of being placed on the convicted vendor list."

e. 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 DISTRICT 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 Loxahatchee River Environmental Control District.
f. **LOBBYING:** Bidders are advised that the “Loxahatchee River Environmental Control District Procurement Policy” prohibits a bidder or anyone representing the bidder from communicating with any District Governing Board Member, or any employee authorized to act on behalf of the Governing Board 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 District Governing Board, 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 District Governing Board Member, or any employee authorized to act on behalf of the Governing Board 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.

g. **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 DISTRICT. Further, all bidders shall disclose the name of any DISTRICT employee or relative of a DISTRICT employee who owns, directly or indirectly, an interest of ten percent or more in the bidder’s firm or any of its branches.

h. **SUCCESSIONS AND ASSIGNS:** The DISTRICT 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 DISTRICT nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

i. **INDENMIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the DISTRICT, 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.

j. **PUBLIC RECORDS:** Any material submitted in response to this invitation for bid is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

k. **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 actions 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.

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

3. **BID SUBMISSION**

a. **SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided Invitation for Bid “Response” Form. Bid responses on vendor letterhead/quotation forms shall not be accepted. Responses must be typewritten or written in ink, and must be signed in ink by an agent of the company having authority to bind the company or firm.

**FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.**

Bid responses are to be submitted to the DISTRICT 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 submit, prior to commencement of work, a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Loxahatchee River Environmental Control District. 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. **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 DISTRICT.

d. **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.

e. **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 ERRORS OR CORRECTIONS MUST BE INITIATED 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.

f. **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.”
g. **ACCEPTANCE/REJECTION OF BIDS:** Loxahatchee River Environmental Control District reserves the right to accept or to reject any or all bids. Loxahatchee River Environmental Control District 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.

Loxahatchee River Environmental Control District 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 District, 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.

h. **NON-EXCLUSIVE:** The District 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, Loxahatchee River Environmental Control District 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.

i. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Loxahatchee River Environmental Control District 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.

j. **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, Loxahatchee River Environmental Control District shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Loxahatchee River Environmental Control District 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 District 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 District.

k. **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 District the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effected during the contract period by reason of market change or otherwise, shall be passed on to Loxahatchee River Environmental Control District.

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.loxahatcheeriver.org prior to final approval, and shall remain posted for a period of five (5) business days. Bidders desiring a copy of the bid posting summary may request same by enclosing a self-addressed, stamped envelope with their bid. (NOTE: As a service to bidders, the District provides an unofficial list of award postings on our web site.) The official posting in the Purchasing Department shall prevail if a discrepancy exists between the referenced listings.

c. **PROTEST PROCEDURE:** Protest procedures are provided in the Loxahatchee River Environmental Control District Purchasing Procedures. Protests must be submitted in writing, addressed to the Purchasing Agent, via hand delivery, mail or fax to (561) 743-3027. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within two (2) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. A formal written protest shall be filed within five (5) business days after the protesting party files the Notice of Protest. Failure to file protest as outlined in the Loxahatchee River Environmental Control District Purchasing Procedure shall constitute a waiver of proceedings under the referenced District Procedures.

d. **PAYMENT:** Payment shall be made by the District 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.

e. **CHANGES:** The Purchasing Agent, Loxahatchee River Environmental Control District, 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 Purchasing Agent, and written acceptance from the Purchasing Agent.
e. **DEFAULT:** The District 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 Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure. In the event the District terminates this contract in whole or in part because of default of the successful bidder, the District 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 Purchasing Agent may, whenever the interests of the District so require, terminate the contract, in whole or in part, for the convenience of the District. The Purchasing Agent shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

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

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

h. **EFFECTIVE:** The submission of the Bid will be deemed an offer by the Vendor. The Contract will be deemed awarded and validly entered into between the Vendor (Contractor) and the District when written Notice to Proceed has been given by the District through its authorized agent or a Purchase Order has been issued to the Contractor covering same.

i. **DOCUMENT:** The Contract shall be comprised of the documents listed in the Invitation to Bid and all attachments thereto. These documents shall constitute the entire agreement between the Vendor and the District. The Contract will bind the District, and the Vendor and their partners, successors, assigns, and legal representatives.

j. **TERM:** The term of the Contract shall be 24 months with three (3) twelve (12) month renewals

**THIS IS THE END OF “GENERAL CONDITIONS.”**
SPECIAL CONDITIONS

6. GENERAL/SPECIAL CONDITION PRECEDENCE

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

7. MANDATORY PRE-BID MEETING

All bidders are required to attend the public pre-bid meeting held at the District’s Operations Administration Building located at 2500 Jupiter Park Drive, Jupiter, Florida. The meeting will be held on Wednesday, August 31, 2016 at 2:00 pm.

8. POST AWARD MEETING

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

The successful bidder shall contact Tom Vaughn at (561)747-5709 ext. 121, to arrange meeting.

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 District 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 District (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid.

Information submitted with a previous bid shall not satisfy this provision.

   A. List a minimum of five (5) references in which similar goods and/or services have been provided within the past five (5) years including scope of work, contact names, addresses, telephone numbers and dates of service. A contact person shall be someone who has personal knowledge of the bidder’s performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the District may be calling them. DO NOT list persons who are unable to answer specific questions regarding the requirement.

   B. Submit copies of all violations issued by all regulatory agencies within the past two (2) years with the outcome of the violation, if applicable.

10. AWARD

Loxahatchee River Environmental Control District shall award this bid to the lowest, responsive, responsible bidder on the basis of the total base bid amount.

The District reserves the right to reject bids which would result in an award which is financially disadvantageous to the District. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than $1,000 or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity. Therefore, it is necessary for a bidder to bid on every item in the particular lot for which the bidder submits a bid in order to have a bid considered. It is also required that the bidders 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 for that lot, the entire lot will be considered non-responsive. Additionally, if a bidder enters a No Bid or N/A for any item in that lot, they will be considered non-responsive for that lot.

11. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twenty-four (24) months, with possible extensions.

12. TIME FOR COMPLETION / DELIVERY

If successful bidder fails, or refuses to perform the service specified and in the specified time frame, the successful bidder does hereby agree to pay Loxahatchee River Environmental Control District the sum required to pay for this service through another vendor, or rental fees for equipment required to complete this service by Loxahatchee River Environmental Control District personnel.
13. **RENEWAL OPTION WITH ESCALATOR**

The successful bidder shall be awarded a contract for twenty-four (24) months with the option to renew for three (3) additional twelve (12) month periods. Prices shall remain firm for the initial twenty-four (24) month period. The option for renewal shall only be exercised upon mutual written agreement with all original terms and conditions adhered to with no deviations.

At the beginning of each of the three (3) twelve (12) month option periods, the Vendor/Contractor may request, in writing, the District consider a single annual price adjustment to the unit price(s) based on the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI-U, All Items, Not Seasonally Adjusted (NSA)). The website is [http://www.bls.gov/cpi/home.htm](http://www.bls.gov/cpi/home.htm). At the District's sole discretion, this annual adjustment shall be calculated by using the appropriate annual percentage as provided by the Bureau of Labor Statistics not more than 45 days and not less than 30 days prior to the first day of the renewal term.

**NOTE:** For accounting purposes only, the CPI-U increase will be carried out two (2) decimal points when determining the increase to the unit prices.

Any renewal including subsequent price adjustments shall be subject to the appropriation of funds by the Loxahatchee River Environmental Control District Governing Board.

14. **WORK SITE SAFETY/SECURITY**

The successful bidder shall at all times guard against damage or loss to the property of Loxahatchee River Environmental Control District, 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 Loxahatchee River Environmental Control District property. Loxahatchee River Environmental Control District 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.

15. **INSURANCE REQUIRED**

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Loxahatchee River Environmental Control District, c/o Purchasing Department, 2500 Jupiter Park Drive, Jupiter, Florida 33458. During the term of the Contract and prior to each subsequent renewal thereof, the successful bidder shall provide this evidence to the District prior to the expiration date of the insurances 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 Loxahatchee River Environmental Control District 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 $500,000 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 District 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 “Loxahatchee River Environmental Control District, a Special District of the State of Florida, its Officers, Employees and Agents as additional Insured”. **This coverage shall be endorsed to include Loxahatchee River Environmental Control District as an 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 District via the Insurance Company/Agent within a time frame specified by the District (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 Loxahatchee River Environmental Control District as an Additional Insured.

Further, said Certificate(s) shall endeavor to provide ten (10) days written notice to District prior to any adverse change, cancellation or non-renewal of coverage there under.
It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. Successful bidder shall agree to provide the District with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. All insurance must be acceptable to and approved by District 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 District on a primary basis.

END OF SPECIAL CONDITIONS
SPECIFICATIONS
BID #16-006-WWSH

HAULING OF LIQUID DOMESTIC WASTEWATER SLUDGE AND COLLECTION SYSTEM DEBRIS

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT FACILITY
TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid is to secure a firm fixed price per 1,000 gallon load and establish a term contract for the hauling of, and the proper disposal of liquid and/or slurry wastewater and raw sewer collection system slurry sand and debris to Florida Department of Environmental Protection and/or County Health Department approved disposal areas.

GENERAL

Successful Bidders Responsibilities:

a. Disposal Site: Successful bidder shall record the disposal of all materials hauled under this contract. This record shall be submitted with billing invoices on a monthly basis. All tipping or other fees incurred by the Vendor/Contractor performing work under the requirements of this contract shall be the responsibility of the Vendor/Contractor. The Vendor/Contractor shall haul all liquid and/or slurry wastewater sludge and raw sewer collection system slurry, sand, and debris to Florida Department of Environmental Protection and/or County Health Department approved disposal areas only; other uses or dumping in undesignated areas is strictly prohibited. The Vendor/Contractor will be responsible for and pay all fines and penalties imposed by regulatory agencies for any illicit dumping or disposal.

b. Vendor/Contractor shall supply all labor, equipment and tools required to load, haul and dispose of the “Residuals”, “Biosolids”, and “Septic Waste” materials in a manner consistent with all Local, State, and Federal Regulations applicable.

c. Vendor/Contractor shall respond to requests for hauling liquid domestic wastewater treatment plant sludge and/or raw sewer collection system debris service within, not more than, 24 hours and respond to emergency requests for the same within a two hour period supplying sufficient equipment to perform the work for the duration of this contract.

d. All trucks, tank trucks and trailers (vacuum or pumper), and other highway licensed equipment needed to perform the requirements of this contract must meet all DOT and OSHA requirements for safe mechanical condition and operation. All problems with equipment must be repaired within a reasonable time to maintain this contract. If equipment cannot be repaired within a reasonable time (72 hour period), the Vendor/Contractor must supply other equipment that meets required standards to perform the requirements of this contract.

e. It shall be the responsibility of the Vendor/Contractor to clean up any sludge or debris that escapes from the Vendor/Contractor’s equipment on or off the Plant site.

f. During the term of this contract, the Loxahatchee River District personnel will cooperate with the Vendor/Contractor to schedule hauling requests in a manner that will not interfere with the District’s operations and not be unrealistic for the Vendor/Contractor to meet.

g. Vendor/Contractor shall be available to haul on all holidays and should anticipate additional loads just prior to or just after major holidays. Emergencies beyond the District’s control must be responded to within a two (2) hour window.

Workmanship

a. All Work will be conducted without creating a nuisance or interference during removal and transportation.

b. Any damage to the Loxahatchee River District property, public or private property, or public roadways caused during performance of the Vendor/Contractor’s work shall be repaired or replaced by the Vendor/Contractor immediately upon notification.

c. In the event the Vendor/Contractor fails to take corrective action immediately following notification, the Loxahatchee River District reserves the right to take corrective action.

d. Vendor/Contractor shall bear all direct, indirect and consequential cost of such correction or removal including, but not limited to, fees and charges of engineers, attorneys and other professionals made necessary thereby.

Commencement of Services

Vendor/Contractor shall be able to commence operations within two week following notice of award.
BID RESPONSE
BID #16-006-WWSH

HAULING OF LIQUID DOMESTIC WASTEWATER SLUDGE AND COLLECTION SYSTEM DEBRIS

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT FACILITY
TERM CONTRACT

The vendor agrees to execute an Agreement in strict accordance with the Contract Documents in the full amount of the contract price as follow:

BASE BID:
The hauling of, and the proper disposal of liquid and/or slurry wastewater and raw sewer collection system slurry sand and debris to Florida Department of Environmental Protection and/or County Health Department approved disposal areas.

In the amount of ________________________________Dollars Per Load

Written in Words

$_________Per Load

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.

Is Bidder’s Qualification information included? YES___ INITIAL

Is Proof of ability to provide insurance provided? YES___ INITIAL

Is Business License provided? YES___ INITIAL

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

BIDDER’S FIRM NAME: ________________________________

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

FIRM NAME: ________________________________

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STATEMENT OF NO BID
BID #16-006-WWSH

If you are not bidding on this service/commodity, please complete and return this form to: LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT Purchasing Agent, 2500 Jupiter Park Drive, Jupiter, FL 33458.

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)

___ Do you wish to be notified of future bids for similar items?

REMARKS:

________________________________________________________________

________________________________________________________________
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 Loxahatchee River Environmental Control District 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 ____________________________ of ____________________________

                       (Individual's Name)                      (Title/Position with Company/Vendor)

                       ____________________________                      ____________________________

                       (Name of 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.