

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**

**NOTICE OF SOLICITATION of BID**

**#18-002-DW**

**HAUL & DISPOSE OF DEWATERED BIOSOLIDS (SEWAGE SLUDGE)**

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT (LRECD)**

**TERM CONTRACT**

**BID OPENING DATE: AUGUST 6, 2018 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 (LRECD) Purchasing Agent [hazel.figueroa@lrecd.org](mailto:hazel.figueroa@lrecd.org).

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

Notice of a decision or intended decision will be posted to the LRECD's web page (<https://loxahatcheeriver.org/governance/purchasing-bids/>). Protests must follow the LRECD's Bid/RFP Protest Provision, which may be found in the LRECD's Procurement Policy section 2.02.14. The LRECD's Procurement Policy may be downloaded from the LRECD web page (<https://loxahatcheeriver.org/governance/purchasing-bids/>).

**CAUTION**

As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our website at <https://loxahatcheeriver.org/governance/purchasing-bids/>. 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) 747-5700, Fax: (561) 743-3027

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT (LRECD)**

**A Special District of the State of Florida**

**INVITATION FOR BID**

**BID NO: 18-002-DW**

**BID TITLE:** Haul & Dispose of Dewatered Biosolids, Loxahatchee River Environmental Control District, Term Contract

**PURCHASING DEPARTMENT CONTACT:** Hazel Figueroa, Purchasing Agent

**EMAIL ADDRESS:** hazel.figueroa@lrecd.org

**All bid responses must be received on or before August 6, 2018, 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.

The outside of your package must be clearly labeled with the title (ITB #18-002 Haul & Dispose of Dewatered Biosolids) and the opening date and time (2:00 PM Local Time Wednesday, August 6, 2018). If a Bid package is sent via USPS EXPRESS MAIL, it may not be received in time. Receipt by the Post Office prior to the deadline does not meet the LRECD's deadline requirements.

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.

**PRE-BID CONFERENCE AND SITE VISIT:** There will be a pre-bid conference and site visit scheduled for Monday, July 23, 2018 at 2:00 P.M., Operations Building Conference Room, 2500 Jupiter Park Drive, Jupiter, FL 33458. It is strongly suggested that interested Bidders attend the pre-bid conference and site visit. While attendance is not mandatory, tours at other times may not be available. It will be the sole responsibility of the Bidder to inspect the LRECD's facilities prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a Bid will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

# **GENERAL AND SPECIAL CONDITIONS, SPECIFICATIONS AND FORMS FOR BIDDERS**

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## **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 the LRECD and the successful bidder. Changes to this invitation to bid may be made only by written amendment issued by the LRECD's Purchasing Agent. 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 with 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 LRECD 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 LRECD.

The obligations of the LRECD 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 pollution, highway, and safety regulations. Bidder certifies that all materials, equipment, processes, or other items supplied in response to this bid shall comply with all relevant Federal and State requirements. Any costs to maintain such 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 LRECD for any terms and conditions not specifically stated in the Invitation for Bid.

b. **DISCRIMINATION PROHIBITED:** The LRECD 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 LRECD. 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 LRECD shall be that of an Independent Contractor and not as employees or agents of the LRECD.

d. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires LRECD 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."

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 LRECD 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 LRECD.

f. **LOBBYING:** After the issuance of any bid/RFP, or during renegotiation of any existing contract, no prospective vendor, bidder, their agents, representatives, or persons acting at the request of such vendors shall contact, communicate with or discuss any matter relating to the bid/RFP or renegotiations with any LRECD officer, agent, Board member, or employee other than the Purchasing Agent or his/her designee. This prohibition ends upon execution of the final contract or when the bid/RFP has been cancelled or the renegotiation is terminated. Renegotiation is deemed to have commenced upon a vote of the Board or written notice from the Purchasing Agent. A vendor who violates this provision may be subject to one or more of the following sanctions: (A) Written warning and reprimand; (B) Termination of contract; and (C) Debarment or suspension.

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

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

i. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the LRECD, 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 F.S. 119.07. 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 F.S. 119.07.

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 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.

l. **LEGAL EXPENSES:** The LRECD 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 "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 LRECD 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 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 LRECD. 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 F.S. 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 LRECD.

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, LRECD 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.

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:** LRECD reserves the right to accept or to reject any or all bids. LRECD 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.

LRECD 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 LRECD, 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 Agent, citing the basis for the determination.

h. **NON-EXCLUSIVE:** The LRECD reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of F.S. 287.042 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, LRECD 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:** LRECD 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, LRECD shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to LRECD 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 LRECD in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute default of contract and make the bidder subject to sanctions from doing further business with the LRECD.

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 LRECD 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 LRECD.

#### **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:** Notice of all District decisions or intended decisions shall be made by electronic posting on the District's Purchasing web page (e.g., <https://loxahatcheeriver.org/governance/purchasing-bids/>).

c. **PROTEST PROCEDURE:** Any person adversely affected by a bid or request for proposal shall file a notice of protest in writing, within three (3) business days from the date on the notice of the decision. A formal written protest shall be filed within ten (10) business days after the protesting party files the notice of protest. Failure to file a protest within the time prescribed shall constitute a waiver

of this Protest Provision. LRECD's complete protest procedures are provided in the LRECD Procurement Policy, see <https://loxahatcheeriver.org/governance/purchasing-bids/>.

## **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 LRECD. 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 LRECD 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 LRECD has, by inspection or test of such items, determined that they appear to fully comply with specifications. The LRECD may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the LRECD's specifications or performance standards.

b. **FEDERAL AND STATE TAX:** LRECD is exempt from Federal and State taxes. The Purchasing Agent 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 LRECD, nor are successful bidders authorized to use the LRECD's Tax Exemption Number in securing such materials.

c. **PAYMENT:** Payment shall be made by the LRECD 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 LRECD Purchasing Agent may make minor changes to the contract terms by written notification to the successful bidder. 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 LRECD 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 LRECD terminates this contract in whole or in part because of default of the successful bidder, the LRECD 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 LRECD so require, terminate the contract, in whole or in part, for the convenience of the LRECD. 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 LRECD 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 LRECD when written Notice to Proceed has been given by the LRECD 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 Table of Contents to the Invitation to Bid and all attachments thereto. These documents shall constitute the entire agreement between the Vendor and the LRECD. The Contract will bind the LRECD, and the Vendor and their partners, successors, assigns, and legal representatives.

**THIS IS THE END OF GENERAL CONDITIONS.**

## **SPECIAL CONDITIONS**

### **A. GENERAL/SPECIAL CONDITION PRECEDENCE**

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

### **B. POST AWARD MEETING**

Within five (5) days after receipt of notification of award of bid, successful bidder shall meet with LRECD Director of Operations to discuss job procedures and scheduling. The successful bidder shall contact Tony Campbell at (561)747-5700 x135, to arrange this meeting.

### **C. 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 LRECD 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 LRECD (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.

- i. 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 LRECD may be calling them. DO NOT list persons who are unable to answer specific questions regarding the requirement.
- ii. Submit copies of all violations issued by all regulatory agencies within the past two (2) years with the outcome of the violation, if applicable.

### **D. AWARD**

LRECD shall award this bid to the responsive, responsible bidder that provides the best value to the LRECD. Best value will be based upon cost (Site 1 and Site 2), past performance, equipment quality, and demonstrated ability to meet hauling requests in a timely manner. The hauling cost quantified as a per mile unit price for Site 1 will be a principle factor in the determination of which Base Bid is in the best interest of the LRECD. The hauling cost quantified as a per mile unit price for Site 2 will be a secondary factor in the determination of which Base Bid is in the best interest of the LRECD.

The LRECD reserves the right to reject bids which would result in an award which is financially disadvantageous to the LRECD. 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 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 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.

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

A contract shall be issued for a term of twenty-four (24) months, with three possible 1-year extensions.

**F. 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 LRECD the sum required to pay for this service through another vendor, or rental fees for equipment required to complete this service by LRECD personnel.

**G. QUANTITY**

Deliveries to Site #1 are estimated to be 12,000 tons/yr. Deliveries to Site #2 are estimated to be less than 1,000 tons/yr.

**H. ADDITION / DELETION OF LOCATIONS**

LRECD reserves the right to add or delete location(s) during the term of the contract at its sole discretion. The price for hauling to additional locations will be based upon the Site 2 per mile unit price bid multiplied by the actual miles from LRECD to the alternate site. LRECD and successful bidder shall agree on the mileage between LRECD and any alternate locations prior to deliveries to said location.

**I. 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, and at the bidder's request the LRECD will consider a single annual price adjustment to the unit price(s) based on the June 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>.

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 LRECD Governing Board.

**J. WORK SITE SAFETY/SECURITY**

The successful bidder shall at all times guard against damage or loss to the property of LRECD, 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 compliance with

all applicable local, State, and Federal safety regulations. Additionally, successful bidder shall provide for the prompt removal of all damaged equipment (i.e., trailers) from LRECD property. LRECD 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.

#### **K. INSURANCE REQUIRED**

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to LRECD, 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 LRECD 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. This coverage shall be endorsed to include Loxahatchee River Environmental Control LRECD 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 LRECD 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".

**Workers' Compensation and Employer's Liability Insurance.** Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with F.S. 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 LRECD via the Insurance Company/Agent within a time frame specified by the LRECD (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 LRECD 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 LRECD 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 LRECD 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 LRECD on a primary basis.

**END OF SPECIAL CONDITIONS**

**SPECIFICATIONS BID #18-002-DW**  
**HAUL & DISPOSE OF DEWATERED BIOSOLIDS**  
**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT (LRECD)**  
**TERM CONTRACT**

**PURPOSE AND INTENT**

The sole purpose and intent of this Invitation to Bid is to establish a term contract for hauling and proper disposal of dewatered biosolids (i.e., sewage sludge) from LRECD's Wastewater Treatment Facility, and to establish a firm fixed price based upon cost per mile (\$/mile).

**Loading Point shall be**

LRECD Wastewater Treatment Facility, 2500 Jupiter Park Drive Jupiter, Florida 33458

- a. Loading at this facility shall be twenty-four (24) hours per day, seven (7) days per week.
- b. Hauling from facility shall occur Monday through Saturday. Only under special conditions will hauling occur Sunday. No extra compensation shall apply for Sundays.

**Disposal Sites**

Disposal of dewatered biosolids shall be in accordance with the most recent Federal, State, and local regulations. If the successful bidder is found in violation of any regulations promulgated by the Department of Environmental Protection, Environmental Protection Agency, or any other Federal, State or local Regulatory Agency, the bidder shall be solely responsible for any and all fines and penalties.

**1. Disposal Site #1 shall be Solid Waste Authority's (SWA) Biosolids Processing Facility** located at 6600 45th St, West Palm Beach, FL 33412. The bidder and LRECD agree to use the Site #1 mileage (i.e., 16 miles) and unit cost for any LRECD dewatered biosolids loads diverted or sent to the SWA Landfill (located on Jog Rd in close proximity to the Biosolids Processing Facility).

LRECD shall be responsible for all tipping fees incurred by the successful bidder charged by SWA. SWA tipping fees will be paid directly by LRECD. The successful bidder shall submit a copy of each disposal ticket with their detailed monthly invoice.

**2. Disposal Site #2 shall be an undetermined location within 60-miles of the Loading Point**

Any biosolids not delivered to Disposal Site #1 must have prior, written authorization from the LRECD. When such prior authorization is given, LRECD shall be responsible for all tipping fees, and will pay them directly. The bidder shall be solely responsible for any tipping fees incurred without prior authorization from LRECD.

**Successful Bidder's Furnished Equipment**

The successful bidder shall have a minimum of four (4) thirty (30) cubic yard capacity aluminum dump frame trailers, equipped with leak-proof tailgates for the LRECD. Trailers shall be returned to the LRECD Loading Point within eight (8) hours after picking it up from the plant. The successful bidder shall have the trailers available at start of contract. All trailers are to have a non-porous roll cover over the bed of the trailer to ensure the water will not enter the trailer. The trailer cover shall be a "Shur-Loc" handle operated type cover with a rear fabric cap (or approved alternate). The cover shall be capable of keeping water from entering the trailer and shall be operational for one (1) person. These trailer covers are critical to the

operation of the drying facility, failure to maintain these covers will cause rain to enter the trailer and cost the LRECD additional tipping fees. The successful bidder will be responsible for all additional cost due to poorly maintained covers. Trailers will also contain a non-stick liner to prevent dewatered biosolids from sticking to the trailer bed.

- a. Trailers shall be in good working condition with efficient and effective operation of all features and systems. Trailers shall be subject to inspection and approval by the LRECD staff. All problems with trailers shall be repaired within 72 hours. If trailer cannot be repaired within 72 hours, the successful bidder shall supply another trailer within 72 hours at no additional cost to the LRECD.
- b. Trailers shall be the same size and wall height and shall be maintained by the successful bidder for efficient and effective operation. The LRECD will not be responsible for landing gear operation, brakes, brake hook-up lines, tires, tailgate hooks, etc., while on site.
- c. It shall be the responsibility of the successful bidder to clean up any dewatered biosolids that escapes from the trailers once biosolids have been loaded into a trailer.
- d. All trailers shall be compatible with LRECD on-site tandem axle, 5th wheel tractor, International Model 4900 654.
- e. Upon receipt of a properly submitted invoice the LRECD will make payment within 30 days of receipt. The LRECD will accept invoices bi-weekly if desired by the successful bidder.

#### **SUCCESSFUL BIDDERS RESPONSIBILITIES**

- a. Successful bidder shall transport and dispose dewatered biosolids to Disposal Site #1 unless directed to an alternate Disposal Site by the LRECD Director of Operations.
- b. Successful bidder is responsible for prompt pick up of trailers, i.e., within 2 hours of a scheduled pick up or within 4 hours of a request for pick up. Successful bidder shall be considered in default of contract if a loaded trailer is not removed from LRECD property within 24 hours of request for pick up.
- c. Any problems caused by successful bidder's drivers, which affect the timely removal and disposal of dewatered biosolids, shall be corrected immediately upon notification from Director of Operations including the replacement of drivers, if necessary.
- d. Successful bidder is responsible for securing tailgates on trailers before leaving the Loading Point.
- e. Successful bidder shall upon disposal of each load, provide the Director of Operations trip tickets showing date, time, trailer number, trailer weight, etc.
- f. Each month the successful bidder shall invoice the LRECD for payment based upon the unit price (i.e., miles hauled x cost per mile).
- g. The successful bidder recognizes effectively emptying a trailer at the Disposal Site is a key element of performance. If trailers are returned to the Loading Point with more than 0.25 yards of dewatered biosolids remaining in them, the bidder acknowledges they may be required to weigh in and weigh out of the Disposal Site. Furthermore, if trailers are frequently returned to the Loading Point with more than 0.5 yards of dewatered biosolids remaining in them, the bidder acknowledges drivers will be required to wash out trailers upon return to the Loading Site.

**BID RESPONSE**

**BID #18-002-DW**

**HAUL & DISPOSE OF DEWATERED BIOSOLIDS (SEWAGE SLUDGE)**

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**

**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:

**Site #1:** Haul Dewatered Biosolids from the LRECD Wastewater Treatment Facility to the SWA Biosolids Processing Facility and/or adjacent SWA facilities located on Jog Road. It is hereby agreed that the distance from LRECD to Site #1 is 16 miles.

**In the amount of** \_\_\_\_\_ **Dollars and** \_\_\_\_\_ **Cents Per Mile**  
(Written in Words) (Written in Words)

**Site #2:** Haul Dewatered Biosolids from the LRECD Wastewater Treatment Facility to an undesignated site within a 60-mile radius of the LRECD Wastewater Treatment Facility.

**In the amount of** \_\_\_\_\_ **Dollars and** \_\_\_\_\_ **Cents Per Mile**  
(Written in Words) (Written in Words)

Is Bidder's Qualification information included? \_\_\_\_\_ YES; INITIAL \_\_\_\_\_

Is Proof of ability to provide insurance provided? \_\_\_\_\_ YES; INITIAL \_\_\_\_\_

Is Business License provided? \_\_\_\_\_ YES; INITIAL \_\_\_\_\_

**BIDDER'S FIRM NAME:** \_\_\_\_\_

**BIDDER'S SIGNATURE:** \_\_\_\_\_

*(Failure to sign by a duly authorized representative shall result in rejection of this bid)*

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

**FIRM ADDRESS:** \_\_\_\_\_

**FIRM TELEPHONE NUMBER:** \_\_\_\_\_

**FIRM E-MAIL ADDRESS:** \_\_\_\_\_

**APPLICABLE LICENSE(S):** \_\_\_\_\_

**FIRM FEDERAL ID #:** \_\_\_\_\_

**STATEMENT OF NO BID**

**BID #18-002-DW**

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?

ADDITIONAL REMARKS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

**DRUG-FREE WORKPLACE CERTIFICATION for BID #18-002-DW**

**IDENTICAL TIE BIDS/PROPOSALS** - In accordance with F.S 287.087, 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 F.S. 287.087. 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 LRECD’s Procurement Policy 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 F.S. 893, 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 for any convicted employee.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation F.S. 287.087.

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 F.S. 287.087, which are identified in numbers (1) through (6) above.