

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

INVITATION TO BID

Loxahatchee River Environmental Control District (“LRECD”) requests that interested parties respond to the solicitation below by Tuesday, October 19, 2021. Further information is available through DemandStar.com or on LRECD’s website at <https://loxahatcheeriver.org/governance/purchasing-bids/>.

#22-001-00111– BULK FUEL PURCHASE

Attached are important instructions and specifications regarding responses to this invitation. Failure to follow these instructions may result in your bid being disqualified. 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 LRECD’s Purchasing Agent at purchasing@lrecd.org. All questions and responses will be posted on LRECD’s website (link above).

LRECD reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of the Request for Qualifications including, but not limited to, submission deadlines, submission requirements, and the scope of services. LRECD further reserves the right to reject any or all submittals, and to cancel or withdraw this Invitation to Bid at any time.

The solicitation **ITB 22-001-00111** has been issued as an Electronic Bid with the same title on DemandStar. To submit a response for this solicitation electronically, follow the instructions on DemandStar. Electronic responses are the only method allowed for consultants to respond to this solicitation.

Bids will be accepted no later than the time and date specified on the Invitation to Bid. The bid opening will be thereafter and open to the public. All bids received after the due date and time will be rejected. Offers by telegram, telephone, facsimile, and email are not acceptable. No bid may be withdrawn or modified after the time fixed for the opening of the bids.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Hazel Figueroa, Purchasing Agent

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

#22-001-00111– BULK FUEL PURCHASE

GENERAL CONDITIONS

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 Principal. 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.

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 solicitation 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 solicitation 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 Solicitation.

- b. **DISCRIMINATION PROHIBITED:** 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 LRECD. All persons engaged in any of the work or services performed pursuant to this Contract, 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 LRECD shall be that of an Independent Contractor and not as employees or agents of 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 response 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 consultants 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, removal from the vendor list(s), and/or debarment or suspension from doing business with LRECD.

f. LOBBYING: After the issuance of any solicitation, or during renegotiation of any existing contract, no prospective vendor, consultant, their agents, representatives, or persons acting at the request of such vendors shall contact, communicate with or discuss any matter relating to the solicitation 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 solicitation 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 an 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: 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 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 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 Solicitation 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 Solicitation 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:** 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.**

The bid submission must be submitted electronically through DemandStar.com. The proposer can only view/submit their bid response and will not have access to any other submittals. The bid response submitted may be changed at the consultant's discretion until the solicitation due date and time is reached. Respondents are strongly encouraged to contact DemandStar at demandstar.com or (866) 273-1863 for instructions on how to submit an electronic bid.

- 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 the 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 the bid.
- (3) All unit prices bid should be within five (5) decimal points. If bidder's pricing exceeds five 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 on 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 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 line items and significantly greater than fair market price for other line items. Fair market price shall be determined based on industry standards, comparable offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the marketplace. The determination of whether a particular offer is materially unbalanced shall be made in writing by the Purchasing Agent, citing the basis for the determination.

- h. NON-EXCLUSIVE: 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 consultant extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful consultant.
- 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. Bidders shall furnish a 24- hour phone number to 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 LRECD.

4. AWARD

- 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 is submitted prior to the published bid opening time. Any bid submitted 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. This solicitation has been issued as an Electronic Bid with the same title on DemandStar. To submit a response for this bid electronically, follow the instructions on DemandStar. Electronic responses are the only method allowed for Bidders to response to this solicitation. Bids shall be submitted on or before the date and time specified.
- b. POSTING OF AWARD RECOMMENDATION: Notice of all LRECD decisions or intended decisions shall be made by electronic posting on LRECD'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. **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 LRECD, nor are successful bidders authorized to use LRECD's Tax Exemption Number in securing such materials.
- b. **PAYMENT:** Payment shall be made by 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.
- c. **CHANGES:** 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.
- d. **DEFAULT:** 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 LRECD terminates this contract in whole or in part because of default of the successful bidder, 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 consultant), the rights and obligations of the parties shall be those provided in Section 5-e, "Termination for Convenience."

- e. **TERMINATION FOR CONVENIENCE:** The Purchasing Agent may, whenever the interests of LRECD so require, terminate the contract, in whole or in part, for the convenience of 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.

- f. **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. 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.

- g. 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 LRECD when written Notice to Proceed has been given by LRECD through its authorized agent or a Purchase Order has been issued to the Contractor covering same.
- h. DOCUMENT: The Contract shall be comprised of the documents listed in the Solicitation and all attachments thereto. These documents shall constitute the entire agreement between the Vendor and LRECD. The Contract will bind LRECD, and the Vendor and their partners, successors, assigns, and legal representatives.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

#22-001-00111– BULK FUEL PURCHASE

SPECIAL CONDITIONS

GENERAL/SPECIAL CONDITION PRECEDENCE

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

PREPARATION

LRECD shall not be liable for any costs, fees or expenses incurred by any bidder in responding to this solicitation, subsequent inquiries or presentations relating to a response.

Pursuant to the Florida Public Records Act, materials submitted by all respondents and the results of LRECD's evaluation are open to public inspection. Respondents should take special note of this as it relates to any proprietary information that may be included in bid documents.

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 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.

SIGNATURE REQUIREMENTS

The bid response must be signed by a duly authorized official(s) of the proposing firm or by the proposing individual. Consortiums, joint ventures, or teams submitting bid response, although permitted, will not be considered responsible unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate for limited resources. Each bid response shall indicate the entity responsible for execution on behalf of the bid response team.

REQUEST FOR ADDENDA

In the event that it becomes necessary to revise any part of this solicitation, or if additional information is necessary to enable the bidding firms or individuals to make an adequate interpretation of the provisions of this solicitation, an addendum(s) to the solicitation will be posted on LRECD's website, <https://loxahatcheeriver.org/governance/purchasing-bids/> and DemandStar.

REJECTION RIGHTS

LRECD reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this solicitation including, but not limited to, the deadlines for submission and submission requirements. LRECD further reserves the right to reject any or all bid responses and to cancel or withdraw this solicitation at any time. Selection is dependent upon the negotiation of a mutually acceptable contract.

INSURANCE REQUIREMENTS

The selected bidder shall provide the following insurance coverage as a minimum during the contract:

a. Vehicle – Owner, Hired, Non-owner – Any Automobile Coverage	
Injury or death of any one person:	\$1,000,000
Injury or death of more than one person in any one occurrence:	\$1,000,000
Property Damage – any one occurrence:	\$ 300,000
b. Comprehensive General Liability, other than vehicle, including:	
Comprehensive Premises Operations Products/Completed Operations Hazard Broad Form Property Damage Independent Contractors Personal Injury	
Per occurrence:	\$1,000,000
Aggregate:	\$1,000,000
Injury or death of any one person:	\$1,000,000
Injury or death of more than one person in any one occurrence:	\$1,000,000
c. Property Damage:	
Each occurrence:	\$ 300,000
Aggregate operations:	\$ 500,000
Aggregate protective:	\$ 500,000
Aggregate contractual:	\$ 500,000
d. Professional Liability Insurance:	\$1,000,000

The bidder shall make the same insurance requirements of any of its subcontractors. The bidder shall indemnify and save Owner harmless from any damages resulting to them for failure of the contractor or subcontractor to take out or maintain such insurance.

Loxahatchee River Environmental Control District shall be listed as an insured or additional insured on the insurance certificate.

CONSULTANT PERFORMANCE REVIEWS AND RATINGS

LRECD may develop a contractor performance evaluation report. This report shall be used to periodically review and rate the contractor’s performance under the contract with performance rating as follows:

- Satisfactory: Meets requirements
- Unsatisfactory: Does not meet requirements

The report shall also list discrepancies found during the review period. The vendor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract services and extension.

DELETION OR MODIFICATION OF SERVICES

LRECD reserves the right to delete or make modifications to any portion of the Contract at any time without cause, and if such right is exercised by LRECD, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

E-VERIFY

Bidder must comply with the Executive Order No. 12989 as amended, and Executive Order No. 11-116. Bidder agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://everify.uscis.gov/emp>, to verify the employment eligibility of (1) all persons employed by Bidder during the contract term to perform any duties within Florida; and (2) all persons, including subcontractors, assigned by Bidder to perform work pursuant to this Agreement. Bidders meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

#22-001-00111– BULK FUEL PURCHASE

TECHNICAL SPECIFICATIONS

PURPOSE

It is the intent of the Loxahatchee River Environmental Control District (LRECD) to obtain quotations from qualified individuals, firms, and legal entities relative to the supply and delivery of diesel, gasoline, and emergency generator fuel. Suppliers and dealers of gasoline, on-road diesel, and off-road diesel are invited to respond to this solicitation. The selected Vendor must provide all labor, supervision, equipment, machinery, tools, materials, transportation, insurance, and all other incidentals necessary to comply with the specifications set forth herein.

BACKGROUND

Loxahatchee River Environmental Control District is an Independent Special District created by the Florida Legislature in 1971. LRECD serves as the regional wastewater utility providing service to Jupiter, Tequesta, Juno Beach and unincorporated areas of northern Palm Beach and southern Martin Counties. LRECD's major facilities include: Wastewater Collection & Transmission; Reuse Distribution System; Wastewater Treatment Facility; and Administration, Education, and Maintenance Facilities.

CONTACT INFORMATION

Any **questions** concerning the intent, meaning and interpretation of the solicitation documents shall be requested in writing via email or fax, and received by LRECD **no later than 2:00 P.M. Local Time on October 15, 2021**. Written inquiries shall be sent to:

Hazel Figueroa, Purchasing Agent
Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, FL 33458-8962
Fax: (561) 743-3027
E-mail: purchasing@lrecd.org

LRECD will not respond to oral inquiries.

No person is authorized to give oral interpretations of, or make oral changes to, the solicitation documents. Therefore, oral statements shall not be binding and should not be relied upon. Any interpretation of, or changes to, the solicitation documents shall be made in the form of a written addendum to the solicitation document and shall be furnished by LRECD to all bidders.

BID SUBMITTAL/WITHDRAWAL

Bids will be received by the LRECD until 2:00 P.M. local time on October 19, 2021. Any submittals received after 2:00 P.M. local time on October 19, 2021, will not be accepted under any circumstances.

The bid submission must be submitted electronically through DemandStar.com. The proposer can only view/submit their bid response and will not have access to any other submittals. The bid response submitted may be changed at the consultant's discretion until the solicitation due date and time is reached. Respondents are strongly encouraged to contact DemandStar at demandstar.com or (866) 273-1863 for instructions on how to submit an electronic bid.

It is the sole responsibility of the bidder to assure that their submittal is uploaded to DemandStar on or before the solicitation due date and time. The LRECD shall in no way whatsoever be responsible for any delays caused by power outages or internet failures. No exceptions will be made.

Each firm shall hold their bid response good for acceptance by LRECD for a period not less than ninety (90) calendar days from October 19, 2021, during which time LRECD may request clarification of the bid for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the bids, but only that portion so amended or clarified. Bid submittals may be withdrawn by removing all documents from DemandStar prior to the deadline. If a firm wishes to withdraw their bid after the responses have been opened by the LRECD, the withdrawal must be made by written notice or in person at any time prior to October 29, 2021.

BID AWARD

The LRECD intends to award contract(s) to one or more (not to exceed three) responsive bidders that provide the best value to the LRECD for each item listed on the Bid Response. In the event of a multiple award, the LRECD may designate a Primary and Secondary Contractor. The Secondary Contractor may be used if the Primary Contractor is unable to cope with demand, or should lead times or standards of performance become unacceptable to the LRECD requirements, or if the contract is terminated for cause or convenience.

The LRECD reserves the right to reject pricing that is greater than pricing offered to other potential Customers (e.g., city, county, state, university, or federal contracts). Contract period will be for an initial four (4) year period with an option to renew for one (1) additional five (5) year period, contingent upon satisfactory service and mutual agreement of the parties.

PRICING

Fixed Fee Per Gallon: This is the fixed amount to be added to or subtracted from the average base price, as defined below in Average Base Price of each gallon of fuel delivered. The Fixed Fee Per Gallon will include any delivery cost from the Awardee's terminal to the delivery location specified plus any other administrative or handling charges, etc. All prices are F.O.B. destinations.

Average Base Price: All prices will be based on the daily DTN FastRacks rack averages for Orlando Padd 1 Report. The base costs will be validated by daily DTN FastRacks price sheets provided by the Awardee via email or fax to the LRECD representative.

Fuel costs must exclude any State or Federal taxes and/or fees that the LRECD is exempt from paying.

DELIVERY

Unless otherwise requested at the time of order, deliveries will be to the LRECD Wastewater Treatment Plant Facility located at 2500 Jupiter Park Drive, Jupiter, Florida 33458, between the hours of 7:30 AM and 3:30 PM (EDT). The awarded vendor(s) agrees to supply the LRECD with deliveries to be made within twenty-four (24) hours of receipt of order, including weekends and holidays. Delivery must be made F.O.B. destination point. All deliveries must be delivered by a truck dispensing system. Deliveries will be metered at the time of drop. Vendors are required to provide a printed meter ticket at time of delivery.

The vendor must be thoroughly acquainted with the site for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The vendor will be allowed no additional compensation for failure to be so informed.

Delivery drivers will be expected to take adequate precautions against leaks, spills, overfills, and other fuel discharges. All fuel spills must be cleaned up by the Awardee at no cost to the LRECD in compliance with EPA regulations.

ALTERNATIVE DELIVERY LOCATIONS

There may be times, usually prior to hurricane season, where the LRECD will request deliveries be made to alternative offsite locations. These locations are as follows:

Master Lift Station #1	860 Indiantown Road, Jupiter, Florida 33458
Lift Station #200	850 Frederick Small Road, Jupiter, Florida 33458
Lift Station #43	SE Country Club Drive, Tequesta, Florida 33469
Lift Station #60	50 Colony Road, Jupiter, Florida 33469
Lift Station #62	301 Old Dixie Hwy, Tequesta, Florida 33469
Lift Station #70	4960 Tequesta Drive, Tequesta, Florida 33469
Lift Station #71	200 Country Club Drive, Tequesta, Florida 33469
Lift Station #114	2600 Marcinski Road, Jupiter, Florida 33477
Lift Station #163	19651 North Fork Drive, Jupiter, Florida 33458
Lift Station #291	214 Cortona Blvd., Jupiter, Florida 33478

EMERGENCY PLANNING

Each bidder must include a policy statement with their bid submittal regarding fuel deliveries preceding an emergency such as a hurricane, and immediately following, provided that rack facilities remain operational.

Prior to an emergency situation (i.e. hurricane) the LRECD tanks must be topped off. The awarded vendor will receive notification from the LRECD at a specific time (i.e. 72 to 96 hours before a hurricane) to top off all LRECD tanks with gasoline and/or diesel fuel. Every effort should be made to make deliveries to ensure the LRECD's tanks remain full during hurricane season. Bidder must be able to guarantee without any reservation, priority of availability (within existing Federal guidelines and allocations) in any emergency. If bidding company is not an integrated oil company and therefore dependent upon another supplier for supplies or allocations, to be considered, they must provide with their bid, a duly notarized affidavit from any established integrated oil company, not dependent upon another supplier for petroleum products.

*An Integrated Oil Company is defined as a company who primarily performs the functions of refining, transporting, and marketing fuels as listed herein.

ESTIMATED CONSUMPTION

It is estimated that the LRECD will purchase approximately 1,500 gallons of unleaded fuel and 83,000 gallons of diesel fuel per year. The quantities shown are estimates of the quantity of items expected to be purchased during the initial year of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed during the contract period.

FUEL SPECIFICATION

Vendors will provide gasoline, diesel/off road diesel per the following specifications:

Diesel Fuel, Grade No. 2 Ultra Low Sulfur: Grade no. 2-D (.0015 mass % sulfur, 40 cetane min.), for use in over the road diesel engine, per A.S.T.M. specification D975, complying with Rule 5J-21.001, Florida Administrative Code. Price will exclude all tax, applicable tax to be added to invoice. To be delivered as ordered via tank wagon.

Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur: Grade no. 2-D (.05 mass % sulfur, 40 cetane min), for use in off-road diesel engine, per A.S.T.M. D613, A.S.T.M. specification D975, complying with Rule 5J-21.001, Florida Administrative Code. Price will exclude all tax, applicable tax to be added to invoice. To be delivered as ordered via tank wagon.

Gasoline, Premium Unleaded – 90 Octane: Gasoline, unleaded, premium, antiknock (octane), ethanol-free. The product must comply with the standards in Rule 5J-21.001, Florida Administrative Code. Price will exclude state inspection fee and all tax, state inspection fee and all applicable tax to be added to invoice. To be delivered as ordered via tank wagon.

Fuel Conditioner/Stabilizer/Additive: To improve Cetane, clean and prevent deposits, lubricate, inhibit corrosion, aid in water removal, prevent formation of gums and varnishes, and prevent biological growth. The product must meet the performance requirements of the Coordinating European Council (CEC) F-98-08, be registered with the EPA, and comply with CFR Title 40, Part 80.521.

Upon LRECD request, vendor must provide all certificates concerning product quality of all commodities listed above.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

#22-001-00111– BULK FUEL PURCHASE

BID RESPONSE

In accordance with the Terms, Conditions and Specifications of Bid #22-001-00111 Bulk Fuel Purchase, we wish to offer our bid as follows:

Price subtracted from or added to the average port price for Orlando, Florida as published in the Padd 1 Report published by the Data Transmission Network (DTN FastRacks Averages – Gross, AM report). OPIS Rack Average will not be accepted. Prices based per gallon.

DO NOT INCLUDE TAXES OR THE PUBLISHED AVERAGE PRICE IN YOUR BID PRICE.

BID TENDER ITEM 1: #2 DIESEL ULTRA LOW SULFUR FUEL

Estimated Annual Total of 28,000 gallons

Minimum Delivery: 1,500 gallons

Delivered by Tanker

Minus - \$ _____ **OR** Plus + \$ _____

BID TENDER ITEM 2: #2 DIESEL ULTRA LOW SULFUR RED DYED FUEL

Estimated Annual Total of 55,000 gallons

Minimum Delivery: 1,500 gallons

Delivered by Tanker

Minus - \$ _____ **OR** Plus + \$ _____

BID TENDER ITEM 3: UNLEADED GASOLINE, OCTANE 90

Estimated Annual Total of 1,500 gallons

Minimum Delivery: 300 gallons

Delivered by Tanker

Minus - \$ _____ **OR** Plus + \$ _____

BID TENDER ITEM 4: FUEL STABILIZER

\$ _____

The above figures must be inserted in U.S. currency only, and will be subtracted from or added to the published price average for the day listed in the Data Transmission Network (DTN FastRacks Averages – Gross, AM report) for Orlando, Florida published price on the day of delivery.

The figures will be applicable for purchases of diesel fuel and unleaded gasoline described herein and the pricing procedures will remain in effect from the date of this bid for the duration of the contract. Minimum delivery requirements will apply, with the exception of an emergency situation (i.e. hurricane) where all LRECD tanks must be topped off.

Spill and Lust fees should be included in the differential. Do not include the average price per gallon from DTN or any taxes as specified in this bid.

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 will 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#: _____

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

#22-001-00111– BULK FUEL PURCHASE

STATEMENT OF NO BID

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 Number: _____

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:

DRUG-FREE WORKPLACE CERTIFICATION

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/proposals 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/proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal and received on or before time of RFQ 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/proposal 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 the RFQ, 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.

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133, FLORIDA STATUTES**

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

1. This sworn statement is submitted to Loxahatchee River Environmental Control District in conjunction with the proposal for services.

by _____
Print individual's name and title

for _____
Print name of entity submitting sworn statement

Business address:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person

of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposes or applies to propose on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. You must indicate which statement applies.

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the Final Order)

7. I understand that "judgment" as defined in paragraph 55.01, Florida State Statutes, means any sum of money that was awarded by judgment against any person(s) or entity under the control of any natural person who is active in the management of the entity.

Has your entity or person(s) in management had judgment entered against it?

No

Yes (If yes, provide a copy of the judgment)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 2019

Personally known or produced identification (circle one) _____

Notary Public – State of _____

County of _____

My commission expires _____

(Notary Public Signature)

(stamp)

Commissioned name of Notary Public _____