



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

ADDENDUM #2
November 15, 2022

ITB #23-001-00123
SIMPLEX AND DUPLEX LPSS PUMP STATIONS

The following changes/clarifications have been made to the original Bid Documents. All Bidders must acknowledge receipt of the Addendum #2 in their Bid Response.

Scope of Services – Section A.

- Remove valve box assembly as a requirement.



Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

NOTICE TO CONTRACTORS
ITB # 23-001-00123
SIMPLEX AND DUPLEX LPSS PUMP STATIONS

Bids will be received by the Loxahatchee River Environmental Control District (the “District,”) via DemandStar until **2:00 p.m.** local time on **November 15, 2022**. Any Bids received after **2:00 p.m.** local time on **November 15, 2022**, will not be accepted under any circumstances. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder. The Bids will be publicly opened and read aloud on **November 15, 2022** at **2:00 p.m.** local time in the Governing Board room of the District, 2500 Jupiter Park Drive, Jupiter, FL 33458.

It is the District’s intent and the purpose of these specifications to secure a qualified vendor to furnish materials and supplies necessary to provide Residential – Simplex & Duplex Grinder Pump Stations, Commercial – Duplex Grinder Pump Stations, and Commercial – Duplex Low Flow Grinder Pump Stations for installation by others. The pump stations shall include all materials required as specified in District Standard Details LP-6 through LP-20 for a complete pump station, including valve box assembly and control panel, to be installed by others. Refer to Exhibit I included as part of the bid documents for District Standard Details LP-6 through LP-20.

The District reserves the right to determine material elements of the Bid and to award the Contract, if at all, to the lowest, qualified, responsive, and responsible Bidder. The District further reserves the right to reject any and all Bids; to not proceed with the Project; and/or to waive any irregularities contained in a Bid.

A pre-bid conference will be held at 2:00 p.m., local time on **November 8, 2022** via Microsoft Teams. A meeting invite will be distributed to all plan holders prior to the scheduled date and time. This meeting will be recorded. If a bidder downloads Bid Documents from the District’s website the bidder must send a request to be included in the pre-bid conference meeting invite to **purchasing@lrecd.org**. All vendors planning to submit Bids on this Project are encouraged to attend.

Bid Documents may be downloaded at the District’s website, <https://loxahatcheeriver.org/governance/purchasing-bids/> or DemandStar. Bid Documents will be available on **October 24, 2022**, after **8:00 a.m.** local time. The Bid Documents are made available on the above terms solely for the purpose of obtaining Bids and do not confer a license or grant for any other use.

Character and amount of security to be furnished by each Bidder are stated in the Instruction to Bidders. The Bidder shall hold its Bid open for acceptance by the District for a period of not less than ninety (90) calendar days following the date of the Bid 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 respond to this solicitation. Bids shall be submitted on or before the date and time specified.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
James D. Snyder, Chairman

GENERAL AND SPECIAL CONDITIONS, SPECIFICATIONS AND FORMS FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between the District and the successful bidder. Changes to this invitation to bid may be made only by written amendment issued by the District'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 District agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the District.

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

2. LEGAL REQUIREMENTS

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local 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 District is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the District. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all

respects the successful bidder's relationship, and the relationship of its employees, to the District shall be that of an Independent Contractor and not as employees or agents of the District.

d. PUBLIC ENTITY CRIMES: F.S. 287.133 requires the District to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with 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 the District may result in permanent debarment.

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

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

h. SUCCESSORS AND ASSIGNS: The District and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the District nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

i. INDEMNIFICATION: Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the District, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or

employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

- j. PUBLIC RECORDS: Any material submitted in response to this invitation for bid is considered a public document in accordance with 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.

If the bidder has questions regarding the application of Chapter 119, Florida Statutes, to the bidder's duty to provide public records relating to this Contract, contact the custodian of public records at: Loxahatchee River District, 2500 Jupiter Park Drive, Jupiter, FL 33458, Phone 561-747-5700 or email at kara.fraraccio@lrecd.org.

- 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 District shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

3. BID SUBMISSION

- a. SUBMISSION OF RESPONSES: All bid responses must be submitted on the provided Invitation for Bid "Bid Response" Form. Bid responses on vendor letterhead/quotation forms shall not be accepted. Responses must be typewritten or written in ink and must be signed in ink by an agent of the company having authority to bind the company or firm. FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.

Bid responses are to be submitted to the District Purchasing Department no later than the time indicated on the solicitation preamble and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

- b. CERTIFICATIONS, LICENSES AND PERMITS: Unless otherwise directed in 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 District. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the

successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

- c. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with 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 the District.
- d. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.
- e. **PRICING:**
 - (1) Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
 - (2) The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
 - (3) All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two decimal points, the District 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:** The District reserves the right to accept or to reject any or all bids. The District also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform and if there is reason to believe that the offer would not result in the lowest overall cost to the District, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Agent, citing the basis for the determination.
- h. **NON-EXCLUSIVE:** The District reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of 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, the District reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- i. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** The District encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.
- j. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, the District shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to the District during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24- hour phone number to the District in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute default of contract and make the bidder subject to sanctions from doing further business with the District.
- k. **SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the District the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to the District.

4. BID OPENING/AWARD OF BID

- a. **OBSERVING THE PUBLISHED BID OPENING TIME:** The published bid opening time

shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid 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 respond to this solicitation. Bids shall be submitted on or before the date and time specified.

- 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. The District's complete protest procedures are provided in the District 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 District. 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 District 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 the District has, by inspection or test of such items, determined that they appear to fully comply with specifications. The District may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the District's specifications or performance standards.

- b. **FEDERAL AND STATE TAX:** The District 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 District, nor are successful bidders authorized to use the District's Tax Exemption Number in securing such materials.
- c. **PAYMENT:** Payment shall be made by the District after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.
- d. **CHANGES:** The District 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 District may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure. In the event the District terminates this contract in whole or in part because of default of the successful bidder, the District may procure goods and/or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

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

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

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

- g. **ACCESS AND AUDITS:** The bidder shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The District shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the bidder's place of business.
- h. **EFFECTIVE:** The submission of the Bid will be deemed an offer by the Vendor. The Contract will be deemed awarded and validly entered into between the Vendor (Contractor) and the District when written Notice to Proceed has been given by the District through its authorized agent or a Purchase Order has been issued to the Contractor covering same.
- i. **DOCUMENT:** The Contract shall be comprised of the documents contained in the Invitation to Bid and all attachments thereto. These documents shall constitute the entire agreement between the Vendor and the District. The Contract will bind the District, and the Vendor and their partners, successors, assigns, and legal representatives.

SPECIAL CONDITIONS

1. GENERAL/SPECIAL CONDITION PRECEDENCE

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

2. QUALIFICATION OF BIDDERS

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

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

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 District 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.

3. AWARD

The District shall award this bid to the responsive, responsible bidder that provides the best value to the District. Best value will be based upon cost, past performance, equipment quality, and demonstrated ability to meet waste and recycle hauling requests in a timely manner. Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the District.

The District reserves the right to reject bids which would result in an award which is financially disadvantageous to the District. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than \$1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity. Therefore, it is necessary for a bidder to bid on every item in the particular lot for which the bidder submits a bid in order to have a bid considered. It is also required that the 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.

4. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twelve (12) months, with four possible 1-year extensions.

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

6. WORK SITE SAFETY/SECURITY NOT APPLICABLE

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

7. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to the Loxahatchee River District, c/o Purchasing Department, 2500 Jupiter Park Drive, Jupiter, Florida 33458. During the term of the Contract and prior to each subsequent renewal thereof, the successful bidder shall provide this evidence to the District prior to the expiration date of 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 District as an Additional Insured.

Business Auto Liability with Pollution Liability Endorsements. Successful Bidder shall agree to maintain Business Automobile Liability, including the MCS-90 Motor Carrier Act Endorsement and/or CA 99 48 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers Coverage Forms Endorsement, at a minimum

limit not less than \$500,000 per occurrence providing coverage for damages against such third-party liability, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of \$100,000, the District reserves the right, but not the obligation, to review and request a copy of the successful bidder's most recent annual report or audited financial statements. The policy shall be endorsed to include "Loxahatchee River Environmental Control District, a Special District of the State of Florida, its Officers, Employees and Agents as additional Insured".

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 District via the Insurance Company/Agent within a time frame specified by the District (normally within 2 working days of request). Failure to provide required insurance shall render your bid non-responsive.

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

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

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

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

8. HEALTH, SAFETY AND ENVIRONMENTAL PERFORMANCE **NOT APPLICABLE**

The District shall evaluate Bidder's health, safety and environmental performance based on the following performance metrics and documentation reviews. The selected Bidder is solely responsible for all applicable health, safety, and environmental requirements, and the health, safety, and environmental evaluation conducted by the District is not an assumption of any responsibility for health, safety, and environmental requirements by the District. Bidders which fail to submit with their Bid information demonstrating compliance with the following criteria shall be considered non-responsive/non-responsible:

U.S. Department of Labor Occupational Safety and Health Administration (OSHA) Incident Rates and Recordable Injuries:

Total Days Away, Restricted, Transferred (DART) **Benchmark 4.4**

(U.S. Bureau of Labor Statistics, Table 1). Incidence rates of nonfatal occupational injuries and illnesses by industry and case types, **2018, 25th percentile or better for size 11-49, NAICS 237110, Water and sewer line and related structures construction**). **Bidder's DART must be less than or equal to benchmark.**

Total Recordable Incident Rate (TRIR) **Benchmark 6.8**

(U.S. Bureau of Labor Statistics, Table 1. Incidence rates of nonfatal occupational injuries and illnesses by industry and case types, **2018, 25th percentile or better for size 11-49, NAICS 237110, Water and sewer line and related structures construction**). **Bidder's TRIR must be less than or equal to benchmark.**

Fatalities: **0** Work related fatalities resulting in OSHA citations within the last three years, OR if 1 or more work related fatalities resulting in an OSHA citation exist within the last three years, the contractor must have mitigated risk of recurrence by implementing adequate industry standard safety procedures and training as determined by OSHA by providing such OSHA determination to the District.

Bidder shall submit a health, safety and environmental plan for Construction and General Industry. The health, safety and environmental plan must address the following minimum requirements:

- Lockout/Tagout
- Excavation Trenching and Shoring
- Permit Required Confined Space
- Injury Reporting/Investigation
- Operator Qualifications
- Hot Work
- Personal Protective Equipment
- Electrical Safety
- Near Miss, Behavioral Based Safety
- Qualified, Certified and Competent Employees

OSHA Inspection Detail review must show no Serious or Willful violations in the previous 36 months and no unresolved Failure to Abate Prior Violation in the previous 36 months and no active Failure to Abate Prior Violation.

Bidder shall submit with their Bid OSHA Form 300A completed for the previous year, an Experience Modification Rating letter from its insurance carrier for the current period and a copy of its written health, safety and environmental program with training records for the previous 36 months.

9. PREVIOUS PERFORMANCE ON DISTRICT PROJECTS

The District has implemented a Contractor Evaluation Report in an effort to document contractor performance on District projects. Bidders who have received Unsatisfactory ratings on previous District projects must submit with their Bid a mitigation plan detailing previous unsatisfactory ratings and measures implemented to address the unsatisfactory performance. Bidders with unsatisfactory ratings not submitting a mitigation plan with their bid shall be deemed Non-Responsive/Non-Responsible.

10. EXPERIENCE/QUALIFICATIONS

The District shall evaluate the Bidder's experience relative to the work to be performed based on the following requirements:

Bidders are required to be a State of Florida Certified Electrical Contractor. Employees performing work shall be licensed in the State of Florida. Bidders shall submit proof of licensing for the Bidder and Employees with the bid.

Bidder's must have a minimum of five years' experience in Palm Beach County and/or Martin County. Master and Journeyman Electricians must have a minimum of three years' experience as a licensed Master or Journeyman in Palm Beach County and/or Martin County.

11. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The District has developed 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 Contractor 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 extension.

12. DELETION OR MODIFICATION OF SERVICES

The District 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 the District, 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.

13. 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.

SCOPE OF SERVICE

General Information: It is the Loxahatchee River District's intent and the purpose of these specifications to secure a qualified vendor to furnish materials and supplies necessary to provide Residential – Simplex & Duplex Grinder Pump Stations, Commercial – Duplex Grinder Pump Stations, and Commercial – Duplex Low Flow Grinder Pump Stations for installation by others.

- A. To specify requirements for Residential – Simplex & Duplex Grinder Pump Stations, Commercial – Duplex Grinder Pump Stations, and Commercial – Duplex Low Flow Grinder Pump Stations, and to cover the fabrication, assembly, shop testing, delivery of materials, equipment and appurtenances for complete pump stations including ~~valve box assembly and the~~ control panel as specified in District Standard Details LP-6 through LP-20. Refer to Exhibit I included as part of the bid documents for District Standard Details LP-6 through LP-20.
- B. The vendor shall be the supplier of the submersible grinder lift station that meets District Standard Details LP-6 through LP-20. Refer to Exhibit I included as part of the bid documents for District Standard Details LP-6 through LP-20.
- C. All equipment shall be furnished through the manufacturer of the submersible grinder lift station vendor who shall be responsible for the design, shop assembly, delivery and functioning of the equipment specified. The submersible grinder lift station manufacturer shall verify that each component of the grinder lift station system is compatible with all other components, that piping, conduit, conductor sizes are appropriate and that all devices necessary for proper operation of the equipment have been provided.

Technical Specifications:

A. Pumping Units

The pumping units shall combine a centrifugal submersible pumping unit(s) with a patented grinding assembly which is capable of reducing sewage and its normal constituents (together with sticks, rubber, bones, rags, plastics, etc.) to a particulate slurry which can easily be transported through small diameter pipes.

The units shall be furnished complete with unit tank, electrical control panel, level controls, alarms, check and ball valves, and other necessary appurtenances as shown on the Low Pressure Sewer Standard Details (Exhibit I). Pumps shall be manufactured by Barnes and have a 1-1/4" vertical discharge outlet. Reference the District's Low Pressure Sewer Standard Details for information regarding pump models and configurations.

B. System Wiring and Control

Each individual contributing pumping unit shall be connected by underground conduit to the individual home electrical power supply. This conduit may be laid in the same trench as the gravity service pipe to the unit tank. Wiring and conduits shall be installed in accordance with all applicable local codes and regulations.

Liquid level controls shall be a sealed mercury switch in an approved float ball. The switch shall be sealed for life with a heavy neoprene jacketed control cord permanently attached.

A high water activated alarm shall be supplied. An alarm light shall be mounted on the building or control panel in such a manner so that it will be visible to building occupants and from the contiguous street areas.

The electrical control panel shall consist of the following:

- Corrosion Proof Enclosure

- NEMA 3R rating

- Hinged Access Panel

- Lockable Latch

- 120V AC Control Voltage - single phase

- GFI Receptacle on dead front

- Audible Alarm

- Rated Disconnect Switch

The electrical control panel enclosure and its components shall be UL listed.

Typical wiring diagram is shown on the District's Low Pressure Sewer Standard Details included in Exhibit I.

C. Tanks and Covers

Tanks shall be constructed of polymer or reinforced fiberglass polyester resin and the minimum size shall be 30" x 60" for a simplex configuration. Interior surface to be 10-20 mil. thick gel coated to provide a smooth sealed surface. Lockable gasketed water tight covers shall be flat aluminum and capable of supporting a 300 lb. wheel load. The fiberglass tank shall have an integral anti-flotation flange which will anchor into a concrete collar designed to counteract uplift forces.

The wall thickness of the fiberglass tank shall be sufficient to withstand a water saturated sand load of 120 pcf with a safety factor of two (2) for all depths.

Inlet hubs shall be as shown on the District's LP details. All hardware shall be stainless steel and be leak proof sealed.

The cover (lid) shall be 2/3rds hinged single leaf, rated at 300 lbs/sq. ft and be lockable. The lid shall be set at a minimum, six (6") inches above final grade.

Conduit opening shall be sealed with an approved duct seal.

Float and wire hanger bracket shall be stainless steel (Type 304).

All interior piping shall be Schedule 80 PVC. A PVC union on the horizontal discharge pipe shall allow for the quick removal of the grinder pump assembly. The discharge line inside the tank shall also have a 1.25 inch PVC ball type check valve located inside the tank.

Quantities: The quantities specified are based on the estimated projects, and are provided for tabulation and information purposes. The District makes no guarantee regarding the quantity to be purchased and reserves

the right to increase or decrease the total quantities, as necessary, to meet actual requirements. The District expects to order eighteen (18) items. A purchase order will be issued. All terms, conditions and prices of the bid are applicable. Only awarded items may be purchased. Vendor is to take all necessary steps to insure this requirement. Invoices must reference the purchase order number.

Warranties: The awarded bidder hereby acknowledges and agrees that all materials supplied, in conjunction with this solicitation shall be new, and warranted for their merchantability, and fit for the purpose intended.

In the event any of the materials or equipment supplied to the District by the awardee are found to be defective in workmanship, fabrication or materials and does not conform to the specifications: (1) may be returned to the Vendor at the vendor's expense, or (2) The District may require the vendor to replace the equipment and restore to original service at no expense to the District.

The successful bidder shall warranty the equipment against defect in materials, replacement, fabrication and materials and workmanship for a minimum period of two (2) continuous years from date of acceptance by the District Deputy Director or designee.

Repairs: Repairs shall be warranted for the remainder of the warrantee period (prorated). For example, if a pumping unit fails after only 3 years of a 5 year warrantee, the repair/replacement pump shall extend through the remainder of the 5 year period therefore 2 years.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT BID

ITB #23-001-00123

SIMPLEX AND DUPLEX LPSS PUMPS

BID RESPONSE

In accordance with the terms, conditions, and specifications, the undersigned bidder hereby submits the following prices for supplying the Loxahatchee River District with the goods and/or services called for in ITB #23-001-00123. This project will be awarded to the lowest responsive, responsible bidder within budget.

DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL
Residential Simplex Grinder Pump Station per District Standards w/2yr continuous warranty	11	EA		
Commercial Duplex Grinder Pump Station (3 Phase Power Source; see Detail LP-18 & LP-19)per District Standards w/2yr continuous warranty	3	EA		
Commercial Duplex – Low Flow Grinder Pump Station per District Standards w/2yr continuous warranty	4	EA		
			TOTAL	

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Is bidder's Qualification information included? YES; INITIAL _____

Is proof of ability to provide insurance provided? YES; INITIAL _____

Is licensing provided? YES; INITIAL _____

~~Health, Safety and Environmental submittal is 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 District's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the District in official amendments prior to this date of submittal.

FIRM ADDRESS: _____

FIRM TELEPHONE NUMBER: _____

FIRM E-MAIL ADDRESS: _____

APPLICABLE LICENSE(S): _____

FIRM FEDERAL ID #: _____

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT BID

ITB #23-001-00123

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: _____

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:

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT BID

ITB #23-001-00123

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 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.

ATTACHMENT A – REFERENCES

The bidder shall complete the following blanks regarding satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

REFERENCE 1

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Consultant's Service Dates: _____

Estimated Total Project Cost: _____ Project Completion Date: _____

REFERENCE 2

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Consultant's Service Dates: _____

Estimated Total Project Cost: _____ Project Completion Date: _____

REFERENCE 3

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Consultant's Service Dates: _____

Estimated Total Project Cost: _____ Project Completion Date: _____

REFERENCE 4

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Consultant's Service Dates: _____

Estimated Total Project Cost: _____ Project Completion Date: _____

EXHIBIT I
LOW PRESSURE SEWER STANDARD DETAILS
(On the following pages)