

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

NOTICE TO CONTRACTORS

ITB # 24-009-00139

SUPPLY OF LIQUID CHLORINE

Bids will be received by the Loxahatchee River Environmental Control District (the “District,”) via DemandStar until **2:00 p.m.** local time on **August 29, 2024**. Any Bids received after **2:00 p.m.** local time on **August 29, 2024** 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 **August 29, 2024** at **2:00 p.m.** local time in the Governing Board room of the District, 2500 Jupiter Park Drive, Jupiter, FL 33458.

The scope of this project includes the supply of liquid chlorine in one-ton cylinders to Loxahatchee River Environmental Control District’s (LRECD) Wastewater Treatment Plant located at 2500 Jupiter Park Drive, Jupiter, Florida 33458. Liquid chlorine and one-ton cylinders shall meet all standards and specifications attached hereto.

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.

Bid Documents may be downloaded at the District’s website, <https://loxahatcheeriver.org/governance/purchasing-bids/> or DemandStar. Bid Documents will be available on **August 5, 2024**, after **10:00 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

Mr. Stephen B. Rockoff, 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 (Ms. Sharyn Allen, purchasing@lrecd.org) 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 Safety Data Sheet (SDS).

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: Bids will be received by the Loxahatchee River Environmental Control District (the "District") via DemandStar. All bid responses must be submitted electronically following 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. 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.
- 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 provide the best value to the District. Best value will be based upon cost, schedule compliance, past performance and equipment quality. 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 for the supply of liquid chlorine shall be issued for a single term of twelve (12) months, with no possible extensions. The contract will be awarded for the (12) month period from October 1, 2025, through September 30, 2026.

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. RENEWAL OPTION WITH ESCALATOR

The successful bidder shall be awarded a contract for a single twelve (12) month time frame, with no possible extensions. Prices shall remain firm for the entirety of the twelve (12) month period.

7. WORK SITE SAFETY/SECURITY

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.

8. 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 \$1,000,000 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 \$1,000,000 per occurrence providing coverage for damages against such third-party liability, remediation and defense costs. In the event the policy includes a self- insured retention or deductible in excess of \$100,000, the 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 waiver of subrogation in favor of the District.

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.

9. HEALTH, SAFETY AND ENVIRONMENTAL PERFORMANCE

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 2.9**

(U.S. Bureau of Labor Statistics, Table 1). Incidence rates of nonfatal occupational injuries and illnesses by industry and case types, **2022, 25th percentile (3rd Quartile) or better for size 50-249, NAICS 424690, (Chemical and Allied Products Merchant Wholesalers). Bidder's DART must be less than or equal to benchmark.**

Total Recordable Incident Rate (TRIR) **Benchmark 5.3**

(U.S. Bureau of Labor Statistics, Table 1. Incidence rates of nonfatal occupational injuries and illnesses by industry and case types, **2022, 25th percentile (3rd Quartile) or better for size 50-249, NAICS 424690, (Chemical and Allied Products Merchant Wholesalers). 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.

10. PREVIOUS PERFORMANCE ON DISTRICT PROJECTS

The District has implemented a Contractor Evaluation Report (See **Attachment B**) 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.

11. EXPERIENCE/QUALIFICATIONS

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

Have successfully supplied liquid chlorine in one-ton cylinders for similar municipal contracts for water and/or wastewater facilities. Qualifying contracts shall be active or have been active within the last 5 years and shall not have been terminated, suspended or defaulted.

Bidder shall submit references for qualifying contracts including contract name and Owner's contract manager contact information (name, phone number and email).

12. 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.

13. 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.

14. 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.

**TECHNICAL SPECIFICATIONS
FOR
SUPPLY OF LIQUID CHLORINE
ITB# 24-009-00139**

1. Bidder shall guarantee that all quantities of liquid chlorine (elemental gas) supplied shall meet the following standards and requirements:
 - a. Shall be in conformance with ANSI/AWWA B301-18 and/or the latest revision or addendum applicable to this material as used in the treatment of wastewater and reclaimed water.
 - b. Shall be free of moisture and iron with a minimum 99.5% purity by volume.
 - c. Liquid chlorine supplied shall meet the following impurity standards:

<u>Impurity Constituent</u>	<u>Maximum Limit (mg/kg)</u>
Carbon Tetrachloride	100
Trihalomethanes	300
Mercury	7

2. Supplier shall have a cylinder maintenance and refurbishment/replacement program in accordance with Chlorine Institute Standards and be able to provide such documentation upon request. Cylinders which have misaligned valves which prevent the installation of the chlorine feed equipment as well as valves which require excessive torque to be applied above Chlorine Institute recommendations- Upon discovery of these types of valve conditions, the supplier shall remove the affected cylinders from the site within 72-hours of District notification. The District is not responsible and shall not be liable, under any circumstance, for any charges associated with the unplanned pick-up of any non-complying cylinders. Supplier shall provide new lead gaskets with every one-ton cylinder (Typical of 2 per cylinder delivered). A total of one (1) new lead gasket shall be placed at all appropriate locations. The use of multiple lead gaskets at a single location will not be acceptable including within the valve outlet cap.
3. Cylinders shall be delivered to the District's WWTP site with painted arrows on the valve end of each one-ton cylinder indicating the 12-O'Clock position of the two valves. The arrows shall be visible when the protective bonnet is in place, thereby allowing proper positioning of the cylinder prior to removing the bonnet. The preferred area of placement is on the chime portion of the cylinder.
4. All one-ton cylinders delivered to the District's WWTP shall be labeled with the container number, dates of hydrostatic tests, and water capacity stamped on the portion of the chime at the valve end of each cylinder. Each of these items should be easily visible to the District staff.
5. The vendor shall supply a list of no less than five (5) references that can verify use of the product in a wastewater treatment plant in the State of Florida (See **Attachment A**).

6. The manufacturer or vendor shall furnish an affidavit attesting that the liquid chlorine complies with all applicable specifications referenced in within this document.
7. Vendor shall certify liquid chlorine as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals Health Effects. Evaluation shall be performed in accordance with requirements that are no less restrictive than those listed in ANSI/NSF Standard 60. Certification shall be performed by a certification organization accredited by the American National Standards Institute. A copy of that certification shall accompany bid documents.
8. Liquid chlorine shall be supplied and delivered in approved one-ton cylinders in accordance with specifications of the United States Department of Transportation and Florida Department of Transportation. Where a conflict exists between the two, the stricter of the two requirements shall govern. An affidavit of compliance or certificate of analysis may be required for delivery. The supplier shall provide the most up to date version of the Safety Data Sheet (SDS). Successful bidder shall also certify that the weight in tons of liquid chlorine in each delivered cylinder, as well as the gross weight in tons of the liquid chlorine and one-ton containers, shall be provided with the documentation at each delivery. The typical (i.e., may vary) quantity of delivery is eight (8), one (1) ton containers. Upon receipt of an order request via email from the District, the vendor shall make delivery of the requested number of one-ton cylinders within 96-hours.
9. Successful vendor shall provide their standard operating procedures for their drivers to the District's Safety and Compliance Officer prior to the first delivery. A copy of the District's current standard operating procedure for the delivery and offloading of liquid chlorine at the District's WWTP shall be provided to the successful bidder prior to the first delivery. All procedures shall be reviewed for acceptance and in compliance with the provisions of OSHA, Subpart H, 1910.119, titled "Hazardous Materials". Upon entering the District's WWTP, the driver is required to observe all safety and security policies, rules and approved standard operating procedures.
10. Successful Bidder shall provide documentation of driver(s) training and a list of the drivers and their licenses for identification for deliveries. This list shall be kept current. Training and refresher courses are as required per OSHA - PSM 1910.119.
11. District Staff shall be promptly notified in the event of a chemical spill/leak. Mitigation and cleanup of any chemical spills/leaks due to vendor driver error or failure of his/her equipment shall be the responsibility of the vendor and shall follow all applicable local, State and Federal requirements.
12. Bidder certifies that all materials, equipment, and hardware used in the conveyance and handling of liquid chlorine, one-ton cylinders and other supporting equipment contained in this bid meets all OSHA requirements. Successful bidder certifies any materials, equipment, and hardware used in the conveyance and handling of chlorine that is delivered and subsequently found to be deficient in any OSHA requirement in effect or faulty on date of delivery or found by the Owner after delivery, all costs necessary to bring the materials, equipment, and hardware used in the conveyance and handling of chlorine, and/or repair damage resulting from deficiency, into compliance with the aforementioned requirements shall be borne by the bidder, including returning to the District's WWTP site to remove the materials, equipment, and hardware.

13. Point of Delivery: Loxahatchee River Environmental Control District Wastewater Treatment Plant site, 2500 Jupiter Park Drive, Jupiter, FL 33458.
14. Deliveries shall be accepted between 8:00 a.m. and 3:00 p.m. Monday through Friday excluding District Holidays or as otherwise approved by the District. Strict observance to the delivery times shall be enforced for the duration of the Contract unless it is in the best interests of the District to accept deliveries before 8:00 a.m. and/or after 3:00 p.m.
15. All quantities listed are estimated and are to be used only as a guide in preparing bids. Quantities delivered shall be made as requested by the Owner.
16. To be bid F.O.B. Delivered to the District's WWTP.
17. Escalation/de-escalation for freight will not be permitted under this Contract.
18. No escalation will be permitted for an increase in chemical cost for the duration of this contract.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

ITB # 24-009-00139

SUPPLY OF LIQUID CHLORINE

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 # **24-009-00139**. This project will be awarded to the lowest responsive, responsible bidder (s) within budget.

The supply of liquid chlorine in one-ton cylinders to Loxahatchee River Environmental Control District's (District) Wastewater Treatment Plant located at 2500 Jupiter Park Drive, Jupiter, Florida 33458. Liquid chlorine and one-ton cylinders shall meet all standards and specifications attached hereto.

For compensation in the amount of:

\$ _____ /ton delivered at an annual estimated quantity of **150 tons/year**
_____ dollars _____ cents / ton

(written in words)

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

ITB #24-009-00139

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

ITB #24-009-00139

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

REFERENCE 5

Name of Organization: _____

Address: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ Email: _____

Summary of Project: _____

Consultant's Service Dates: _____

Estimated Total Project Cost: _____ Project Completion Date: _____

ATTACHMENT B

CONTRACTOR EVALUATION FORM

	Loxahatchee River Environmental Control District	CONTRACT NO.	
ADDRESS	2500 Jupiter Park Drive	CONTRACTOR	
CITY / STATE / ZIP	Jupiter, FL 33458	PERIOD OF PERFORMANCE	FROM <input type="text"/> TO <input type="text"/>
CONTRACT PROJECT MANAGER		LOCATION OF PERFORMANCE	

INSTRUCTIONS: This form can be completed on the computer or printed and completed by hand. Use the mouse to navigate. To check or uncheck a box, **'double click' the box**. If further direction is required on how to complete this evaluation or where to submit it, please contact your Contracting Officer. Comment boxes are formatted to automatically wrap the entered text. Check the box that best describes the level in which the Contractor supported the area described. Comments are essential and must substantiate your rating selection. N/A = not applicable. If additional space is required, use page 2 of the form or attach additional page(s).

SEE PAGE 3 FOR EVALUATION RATINGS DEFINITIONS

1. Quality. Contractor conformed to contract requirements. Was capable, efficient and effective in supporting the programs of this contract. Provided well maintained equipment and highly qualified personnel. Finished product meets the quality requirements set forth in the contract.

N/A Satisfactory Unsatisfactory

COMMENTS:

2. Schedule. Contractor was prepared and available to begin work on contract start date and provided daily coverage during the contract period with little to no disruption or unavailability. Contractor completed the work within the dates specified in the contract and any approved extensions of time.

N/A Satisfactory Unsatisfactory

COMMENTS:

3. Change Orders. Contractor conformed to contract requirements, providing complete documentation and was reasonable in the negotiations for time and costs. Contractor did not engage with frivolous our unsupported change order requests. Contractor met time requirements in the contract for identification and quantification of additional or deleted work.

N/A Satisfactory Unsatisfactory

COMMENTS:

4. Management. Contractor and on-site representatives were professional, well qualified, and committed to customer satisfaction and safety of operations. Contractor provided necessary support for key personnel and if applicable, took necessary action to correct or replace any personnel. Contractor was timely and complete with shop drawings, pay applications, releases, schedules and other required submittals.

N/A Satisfactory Unsatisfactory

COMMENTS:

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6. Regulatory Compliance. How well does the contractor comply with governing regulations such as the FDEP, FDOH, SFWMD or others.

N/A Satisfactory Unsatisfactory

COMMENTS:

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7. Safety. Contractor and on-site representatives attitude and efforts, as well as actual application and general safety of operations?

N/A Satisfactory Unsatisfactory

COMMENTS:

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9. Other Areas:
N/A Satisfactory Unsatisfactory

10. Other Areas:
N/A Satisfactory Unsatisfactory

11. Other Areas:
N/A Satisfactory Unsatisfactory

12. Other Areas:
N/A Satisfactory Unsatisfactory

12. Overall Contractor Rating:		
N/A	Satisfactory	Unsatisfactory
Additional comments to support your response to any item above or other items.		
Name, Title of Individual Completing this Form (include agency, phone and electronic address)		
Signature		

RATING	DEFINITION	NOTE
Satisfactory	Performance meets contractual requirements. The contractual performance of the element being assessed may contain some minor problems for which corrective actions taken by the Contractor were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the Contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. management, quality, safety, etc.)