

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

Telephone (561) 747-5700 • Fax (561) 747-9929 • www.loxahatcheeriver.org



D. Albrey Arrington, Ph.D., Executive Director

Date: November 10, 2014

INVITATION TO BID

for

METAL RE-ROOF – WAREHOUSE (#14-009-WHR)

BID OPENING DATE: 2:00 PM Monday, December 1, 2014

Sealed bids will be received by the Loxahatchee River Environmental Control District (“District”) Purchasing Department, 2500 Jupiter Park Drive, Jupiter, Fl 33458 until **2:00 PM Monday, December 1, 2014** at which time proposals will be opened for **METAL RE-ROOF – WAREHOUSE**. A Pre-Bid Meeting will be held on November 24th at the District Office Operation’s Building Training Room at 10:00 AM to discuss any questions concerning this Invitation to Bid.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions or requests for additional information are required to be in writing and should be emailed to Hazel Figueroa at hazel.figueroa@loxahatcheeriver.org. Questions must be submitted, in writing, not later than Tuesday, November 25th, 2014.

If issued, amendments to this Invitation to Bid will be posted on the District’s web site at <http://www.loxahatcheeriver.org/purchasing.php>. It is the Bidder’s sole responsibility to routinely check this website for any amendments that may have been issued. The Loxahatchee River Environmental Control District shall not be responsible for the completeness of any Invitation to Bid that was not downloaded from the above website.

Submitted Bids must conform to the requirements provided in the Invitation to Bid. The District reserves the right to reject any and all proposals and to waive minor informalities.

Bidders shall submit, in a sealed package or container, at least one original, signed in ink by an Agent of the Company having authority to bind the Company or Firm. Failure to do so shall be cause for rejection of your bid. Bids must be submitted in triplicate, one original and two copies. Late bids will be rejected. The outside of your bid package must be clearly labeled with the title, and the opening date and time.

Any verbal responses to questions or changes or additions to the Scope of Work or any part of this Invitation to Bid shall not be binding on the District or its representatives. Only statements, or changes or additions made by Addenda, issued in writing by the District either through direct contact or the District’s website should be considered for your proposal submittal.

The District will not pay any costs incurred by any Bidder in the preparation of its Bid or presentation. Bids may not be withdrawn for 90 days after opening.

Published: November 10, 2014

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
A SPECIAL DISTRICT of the State of Florida
INVITATION FOR BID

BID NO: 14-009-WHR BID TITLE: Metal Re-Roof – Warehouse

PURCHASING DEPARTMENT CONTACT: Hazel Figueroa, Purchasing Agent TELEPHONE NO.: 561-747-5709 ext. 131

FAX NO.: 561-743-3027 EMAIL ADDRESS: hazel.figueroa@loxahatcheeriver.org

All bid responses must be received on or before December 1, 2014, prior to 2:00 p.m., Palm Beach County local time, at which time all bids shall be publicly opened and read. **SUBMIT BID TO:** Loxahatchee River Environmental Control District Purchasing Department, 2500 Jupiter Park Drive, Jupiter, Florida 33458-8964.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by the Loxahatchee River Environmental Control District shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION 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 Loxahatchee River Environmental Control District and the successful bidder. Changes to this invitation for bid may be made only by written amendment issued by the District Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response and, if required, will be provided to all prospective bidders, prior to bid opening. Oral explanations or instructions given by any District agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the District.

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

2. LEGAL REQUIREMENTS

a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this bid shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Loxahatchee River Environmental Control District for any terms and conditions not specifically stated in the Invitation for Bid.

b. **DISCRIMINATION PROHIBITED:** the District is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against

any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.

c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the DISTRICT. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the DISTRICT shall be that of an Independent Contractor and not as employees or agents of the DISTRICT.

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

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

- f. **LOBBYING:** Bidders are advised that the "Loxahatchee River Environmental Control District Procurement Policy" prohibits a bidder or anyone representing the bidder from communicating with any District Governing Board Member, or any employee authorized to act on behalf of the Governing Board to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the bid, and terminates at the time that the District Governing Board, or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any District Governing Board Member, or any employee authorized to act on behalf of the Governing Board to award a particular contract, via written communication i.e., facsimile, e-mail or U.S. mail.

Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

- g. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of DISTRICT. Further, all bidders shall disclose the name of any DISTRICT employee or relative of a DISTRICT employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

- h. **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 Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

- k. **INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal 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 "Response" Form. Bid responses on vendor letterhead/quotation forms shall not be accepted. Responses must be typewritten or written in ink, and must be signed in ink by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the DISTRICT Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

- b. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency

issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to submit, prior to commencement of work, a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Loxahatchee River Environmental Control District. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

- c. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by DISTRICT.

- d. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

- e. **PRICING:**

- (1) Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
- (2) The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
- (3) All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
- (4) Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening to allow for evaluation and award.
- (5) Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
- (6) In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING 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: Loxahatchee River Environmental Control District reserves the right to accept or to reject any or all bids. Loxahatchee River Environmental Control District also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Loxahatchee River Environmental Control District reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the District, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

h. NON-EXCLUSIVE: The District reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Loxahatchee River Environmental Control District reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

i. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES: Loxahatchee River Environmental Control District encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

j. PERFORMANCE DURING EMERGENCY: By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Loxahatchee River Environmental Control District shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Loxahatchee River Environmental Control District during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the District in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the District.

k. SALES PROMOTIONS / PRICE REDUCTIONS: Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the District the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Loxahatchee River Environmental Control District.

4. BID OPENING/AWARD OF BID

a. OBSERVING THE PUBLISHED BID OPENING TIME: The published bid opening time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid opening time. Any bid delivered after the precise time of bid opening shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid opening time.

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

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

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 Loxahatchee River Environmental Control 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: Loxahatchee River Environmental Control District is exempt from Federal and State taxes. The authorized agent for Purchasing 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 Purchasing Agent, Loxahatchee River Environmental Control District, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Purchasing Agent, and written acceptance from the Purchasing Agent.

- e. **DEFAULT:** The District may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure. In the event the District terminates this contract in whole or in part because of default of the successful bidder, the District may procure goods and/or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

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

- f. **TERMINATION FOR CONVENIENCE:** The Purchasing Agent may, whenever the interests of the District so require, terminate the contract, in whole or in part, for the convenience of the District. The Purchasing Agent shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract. Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.
- g. **ACCESS AND AUDITS:** The bidder shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The DISTRICT shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the bidder's place of business.
- h. **EFFECTIVE:** The submission of the Bid will be deemed an offer by the Vendor. The Contract will be deemed awarded and validly entered into between the Vendor (Contractor) and the District when written Notice to Proceed has been given by the District through its authorized agent or a Purchase Order has been issued to the Contractor covering same.
- i. **DOCUMENT:** The Contract shall be comprised of the documents listed in the Table of Contents to the Invitation to Bid and all attachments thereto. These documents shall constitute the entire agreement between the Vendor and the District. The Contract will bind the District, and the Vendor and their partners, successors, assigns, and legal representatives.
- j. **TERM:** See Special Conditions 11.

THIS IS THE END OF "GENERAL CONDITIONS."

SPECIAL CONDITIONS

6. GENERAL/SPECIAL CONDITION PRECEDENCE

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

7. POST AWARD MEETING

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

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

8. QUALIFICATION OF BIDDERS

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

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

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

- A. List a minimum of five (5) references in which similar goods and/or services have been provided within the past five (5) years including scope of work, contact names, addresses, telephone numbers and dates of service. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the District may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.
- B. Submit copies of all violations issued by all regulatory agencies within the past two (2) years with the outcome of the violation, if applicable.

9. AWARD

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

10. METHOD OF ORDERING (TERM CONTRACT)

Not Applicable

11. TIME FOR COMPLETION / DELIVERY / PENALTY

The Contractor must agree to commence work on or before a date to be specified in a written "Notice to Proceed". The Contractor further agrees to achieve Substantial Completion of the work within thirty (30) consecutive calendar days of the date specified in the Notice to Proceed, and achieve Final Completion of the work within fifteen (15) consecutive calendar days of actual Substantial Completion. In accordance with the Time of Completion Section in the Contract, the Contractor shall pay to the Owner, as liquidated damages, and not as a penalty, \$150.00 per day for each and every calendar day Substantial Completion is delayed and \$50.00 per day for each and every calendar day Final Completion is delayed for delays, inspection, and administrative costs associated with such delays ("Liquidated Damages"), plus costs for engineering and other professional fees, delay damage settlements or awards owed by the Owner to others,

finances or penalties imposed by regulatory agencies, and professional fees, including attorneys' fees, incurred in connection with such settlements, awards, penalties or fines (collectively "Additional Delay Damages") for each and every calendar day above deadlines are delayed. Therefore, in addition to the liquidated damages amounts, there shall be the amounts for Additional Delay Damages incurred by the Owner caused by avoidable delays by Contractor. Owner shall have the right to deduct the Liquidated Damages and Additional Delay Damages from any payments due to the Contractor. This charge shall be made, unless the Owner shall grant an extension of time, for the completion of the work.

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

12. QUANTITY

Not Applicable

13. ADDITION / DELETION OF WORK

The Contractor shall do any work incidental to the proper completion of the Contract and not otherwise provided for herein, when and as ordered in writing and approved by the Owner, either:

- A. At the price agreed upon before the work is commenced and names in the order for the work, or
- B. If the District so elects, for the reasonable cost of said work, as determined by the Contractor and approved by the District, plus a percentage of such cost, as set forth below.
- C. At the unit price indicated in the Contract.

The Contractor must submit written notification to the District within 48 hours of any event the Contractor claims to result in a change in the scope of the Work or in extra work. The cost of extra work done under "b" above shall include the reasonable cost to the Contractor of materials used, equipment installed, common and skilled labor and foremen, and the fair rental of all machinery used on the extra work for the period of such use.

At the request of the District, the Contractor shall furnish itemized statements of the cost of the work ordered and give the District access to all accounts, bills, and vouchers relating thereto.

The Contractor may include in the cost for extra work the amounts of additional premiums paid on the required insurance on account of such extra work, of Social Security or other direct assessments upon the Contractor's payroll by Federal or other property authorized public agencies, and of other approved assessments made by the Contractor directly to his employees, which are recognized to be part of the cost of doing work.

Rental for machinery used for extra work shall be based upon an appropriate fraction of the approved monthly rate schedule. The cost of transportation, not exceeding a distance of one hundred (100) miles, of such machinery to and from the work shall be added to the fair monthly rental provided; however, that this shall only apply to machinery or equipment used for extra work and not already required to be furnished under the terms of the Contract.

The Contractor shall not include in the cost of extra work, any cost or rental of small tools, buildings, or any portion of the time of the Contractor, his superintendent, or his office and engineering staff.

To the cost of extra work done by the Contractor's own forces under "b" above (determined as stated above), the Contractor shall add fifteen percent (15%) to cover his overhead allowance for use of capital the premium on the Bond as assessed upon the amount of this extra work, and profit.

In the case of extra work done under "b" above by a subcontractor, the subcontractor shall compute, as above, his cost for the extra work, to which he shall add fifteen percent (15%) as in the case of the Contractor, and the Contractor shall be allowed an additional five percent (5%) of the Subcontractor's charge for the extra work to cover the cost of the Contractor's overhead, use of capital, the premium on the Bonds as assessed upon the amount of this extra work, and profit.

If extra work is done under "b" above, the Contractor and/or Subcontractor shall keep daily records of such extra work. The daily record shall include the names of men employed, hours worked, materials and equipment incorporated, and machinery used, if any, in the prosecution of such extra work. This daily record shall be signed by the Contractor's authorized representative and (if approved) by the District, verifying that such work has been done. A separate daily record shall be submitted for each "extra work order".

Notwithstanding anything contained herein, as to "Extra Work", the markup to Contractor and/or Subcontractor, for overhead, profit, use of capital, and the premium on the Bonds, shall not exceed five percent (5%).

14. EXTENSION OF TIME ON ACCOUNT OF EXTRA WORK

When extra work is ordered near the completion of the Contract or when extra work is ordered at any time during the progress of the work which requires, in the opinion of the District, an unavoidable increase of time for the completion of the Contract, additional time shall be certified in writing by the District to be just.

15. WORK SITE SAFETY/SECURITY

The successful bidder shall, at all times, guard against damage or loss to the property of Loxahatchee River Environmental Control District, the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful bidder shall provide for the prompt removal of all debris from Loxahatchee River Environmental Control District property. Loxahatchee River Environmental Control District may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

16. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Loxahatchee River Environmental Control District, c/o Purchasing Department, 2500 Jupiter Park Drive, Jupiter, Florida 33458. During the term of the Contract and prior to each subsequent renewal thereof, the successful bidder shall provide this evidence to the District prior to the expiration date of 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. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Loxahatchee River Environmental Control District as an Additional Insured.**

Business Auto Liability with Pollution Liability Endorsements. Successful Bidder shall agree to maintain Business Automobile Liability, including the MCS-90 Motor Carrier Act Endorsement and/or CA 99 48 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers Coverage Forms Endorsement, at a minimum limit not less than \$500,000 per occurrence providing coverage for damages against such third-party liability, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of \$100,000, the District reserves the right, but not the obligation, to review and request a copy of the successful bidder's most recent annual report or audited financial statements. The policy shall be endorsed to include "Loxahatchee River Environmental Control District, a Special District of the State of Florida, its Officers, Employees and Agents as additional Insured". **This coverage shall be endorsed to include Loxahatchee River Environmental Control District as an Additional Insured.**

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the District via the Insurance Company/Agent within a time frame specified by the District (normally within 2 working days of request). Failure to provide required insurance shall render your bid non responsive.

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

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

It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. Successful bidder shall agree to provide the

District with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. All insurance must be acceptable to and approved by District as to form, types of coverage and acceptability of the insurers providing coverage.

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

END OF SPECIAL CONDITIONS

**SPECIFICATIONS
BID #14-009-WHR**

**METAL RE-ROOF - WAREHOUSE
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT FACILITY**

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid is to secure a firm fixed price for the furnishing of all labor, equipment, and expertise as required to remove and replace the metal roof of the Loxahatchee River District Wastewater Treatment Facility Operation's Department Warehouse Building, as specified herein, from a source(s) that will give prompt and efficient service.

1) GENERAL

All work to be performed in accordance with the South Florida Building Code.

Remove and delete skylights.

#24 gauge, white, metal roofing panels shall be used as the material for the Warehouse Building roof.

Seal all joints and seams with 100% silicone sealant appropriate for the use.

Provision of all labor, materials, tools, equipment, insurance (in accordance with District requirements), sanitary facilities, and removal of all waste material to an approved disposal site shall be the responsibility of the Contractor.

Protect the driveway pavement and metal awnings from damage. Maintain a clean work area and clean site of all nails and debris daily. Use a magnetic broom each day prior to 12:00 noon, and upon completion of work each day. Magnetic broom is to be used in all driveways and parking areas within 150' of the warehouse.

Contractor is responsible to assure that there is no water intrusion into the warehouse during installation. Additionally, construction material and debris shall be kept out of the warehouse during removal and installation.

The District operates a 24 hour manned facility with controlled access and video camera coverage. Contractor employees shall only be allowed in the area of the warehouse.

2) NOTICE TO PROCEED

The District will issue a written Notice to Proceed to the Contractor

Contractor shall file for permit(s), record a Notice of Commencement, provide insurance certificate(s), and provide shop drawings for materials to be used within 10 days of the Notice to Proceed.

Contractor shall order materials upon shop drawing approval by the District.

Contract allows 20 days to obtain necessary permit(s). Any time beyond 20 days that is not a result of contractor's actions or inaction shall be added to the contract Substantial and Final completion dates.

Materials shall be delivered within 30 days of Notice to Proceed.

3) PAYMENT

The District will pay for materials delivered, and accepted by the contractor, and invoiced to the contractor. The District will pay the invoiced amount.

Once delivered materials are paid for by the District, they become the property of the District. The Contractor will be responsible for securing materials, tools, equipment and the job site each day during construction up to Substantial Completion.

The District will not accept partial payment requests for amounts less than \$10,000.00.

Upon Substantial Completion the District will make payment to the contractor upon request in an amount not to exceed 90% of the Contract amount less prior payments, and less all monies expended by the District according to the terms of the Contract, and chargeable to the Contractor, all monies payable to the District as liquidated damages, and deductions allowed under the Contract, State, and Federal laws.

The balance of monies due to the Contractor shall be paid upon receipt of:

A Final Release of Lien from all vendors, subcontractors, and the Contractor

Final Pay Application

Any Change Orders

A Final Progress Payment Affidavit

A 3 year warranty against any defects in materials or workmanship, and damages as a result of the defects

A Maintenance Bond in the amount of (50%) of the contract amount can be provided in lieu of warranty.

The District will pay the costs of any passing tests required on the project. The Contractor will be responsible for the cost of any failed tests and the corrective actions.

The Contractor will notify the District when he has determined that the project is substantially complete. The District will inspect and provide written consent to the Substantial Completion or a punch list of items to be addressed.

***BLUEPRINTS AND DRAWINGS PROVIDED UPON REQUEST OR DURING SITE INSPECTION.**

**BID RESPONSE
 BID #14-009-WHR**

**METAL RE-ROOF – WAREHOUSE
 LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT FACILITY
 TERM CONTRACT**

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

(Vendor)

Agrees to furnish all materials, equipment and labor and to perform all Work in accordance with the requirements and specifications of the Bid Documents for: the removal and replacement of the metal roof of the Loxahatchee River District Wastewater Treatment Facility Operation's Department Warehouse Building

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the District for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the District to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Request for Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.

Description of Service	Contract Price
*TOTAL YEARLY SERVICE CONTRACT PRICE	

*The "Total Contract Price" shall be used when evaluating bids as to their Balanced Bid Price

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.

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

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

FIRM NAME: _____

	PRINT NAME:
* SIGNATURE:	PRINT TITLE:
ADDRESS:	
CITY / STATE:	ZIP CODE:
TELEPHONE # ()	E-MAIL:
TOLL FREE # ()	FAX #: ()
APPLICABLE LICENSE(S)	Federal ID #

**STATEMENT OF NO BID
BID #14-009-WHR**

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

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to bid due to the following reason(s):

Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)

Insufficient time to respond to the Invitation for Bid

We do not offer this product or an equivalent

Our product schedule would not permit us to perform

Unable to meet specifications

Unable to meet bond requirements

Specifications unclear (explain below)

Other (specify below)

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

REMARKS:

**DRUG-FREE WORKPLACE CERTIFICATION
BID #14-009-WHR**

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Loxahatchee River Environmental Control District for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____
(Individual's Name)
the _____ 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 Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.