

EXHIBIT "A"



INVITATION FOR BID

IFB NO. 18-121

Removal and Disposal of Lime Sludge for Water Treatment Plant- Rebid

Bid Submission Deadline

Day / Date: **Tuesday, September 4 , 2018**
Time: **3:00 PM**
Location: Financial Services
City Hall
7 North Dixie Highway
2nd Floor
Lake Worth, FL 33460



Financial Services
7 North Dixie Highway
Lake Worth, FL 33460
561.586.1654

INVITATION FOR BID
IFB #18-121

Removal and Disposal of Lime Sludge for Water Treatment Plant

The City of Lake Worth is accepting sealed bids for the provision of services relating to the removal and disposal of wet lime sludge.

This Invitation for Bid (IFB) may be downloaded at the City's website at: www.LakeWorth.org. Hard copies of this IFB may also be acquired from the Financial Services Office at 7 North Dixie Highway, Lake Worth, FL 33460.

Time is of the essence. Any bid received after **3:00PM on Tuesday, September 4, 2018**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Financial Services Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for insuring that their bid is stamped by office personnel by the deadline indicated.

All bids must be delivered or mailed to:

City of Lake Worth
Financial Services Office – 2nd Floor
7 North Dixie Hwy.
Lake Worth, FL 33460

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID IFB # 18-121.

Melicia Wilson
Purchasing Specialist

PUBLISH: August 10, 2018
City of LW Website

Removal and Disposal of Lime Sludge for Water Treatment Plant

SECTION 1 – SCOPE OF WORK AND TENTATIVE BID SCHEDULE

The City of Lake Worth is accepting sealed bids for the provision of services relating to the removal and disposal of wet lime sludge from both collection ponds identified by the City to a designated drying area within the Water Plant Complex and once dried to be removed from the site by same Contractor at a fixed price, on an as needed basis. A more detailed scope of work is attached and incorporated into to this IFB as Exhibit "A".

All work shall be constructed in accordance with the City's design specifications and standards and in accordance with these bid documents which are available on the City's website at www.lakeworth.org.

TENTATIVE BID SCHEDULE

Listed below are the tentative dates and times of the project and schedule by which the actions noted must be completed. If the City finds it necessary to change any of these dates and/or times, the change will be accomplished by addenda. All dates and times are subject to change at the City's discretion.

ACTION

COMPLETION DATE

IFB Publication Date

Sunday, August 12, 2018

Pre-Bid Meeting

NONE

Final Questions Due

Tuesday, August 21, 2018 at 4:00PM

Addenda Published

Friday, August 24, 2018

Proposals Due
3:00PM

Tuesday, September 4, 2018 at

SECTION 2 – SPECIAL TERMS

- 1. Pre-Bid Conference.** The City will not be conducting a Pre-Bid Meeting for this solicitation. A Contractor may request a site visit by emailing the Purchasing Division at purchasing1@lakeworth.org.

If bidders want to ask questions and seek any clarification concerning the project they can send questions to:

Purchasing Division
City of Lake Worth
Financial Services Office – 2nd Floor
7 North Dixie Hwy.
Lake Worth, FL 33460
E-mail: purchasing1@lakeworth.org

2. **Time of Completion.** The work to be performed under this IFB shall commence on the date of Purchase Order and be fully completed within the time identified in the awarded bid or resulting contract.

3. **Licenses.** Each Bidder shall have the following licenses at the time of bid submittal or its bid may be disqualified:

- Proof of applicable licenses
- Certificate of required Insurance

Each Bidder will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:

- No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.
- A contractor who holds a valid countywide contractor's license, in addition to a county business tax receipt shall register with the City.
- Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.

4. **Construction bond.** Payment and performance bonds are not required for the work under this IFB.

5. **Insurance.** Prior to execution of the resulting contract derived from this IFB, the awarded bidder shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the selected bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected bidder of its liability and obligations under the resulting contract.

- A. The selected bidder shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the bidder from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the bidder or by anyone directly or indirectly employed by or contracting with the bidder.
- B. The selected bidder shall maintain general automobile liability insurance for owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. The selected bidder shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the CITY as an "Additional Insured" on a primary, non-contributing basis.

SECTION 3 – MINIMUM QUALIFICATIONS

Each Bidder must meet the following minimum qualification requirements in order to be considered for award. A Bidder who fails to meet these requirements will be disqualified. All decisions on qualifications are within the City's sole discretion.

1. EXAMPLE: Bidder must have served as prime contractor for a minimum of two similar (2) projects involving similar scope of work within the last thirty six (36) months.

Complete Form B2 – Bidder's Qualifications Form

2. EXAMPLE: Bidder must possess an active license as described in the "Licenses" section above.

SECTION 4 - INSTRUCTIONS TO BIDDERS

1. HOW TO SUBMIT A BID:

a. **The original, two (2) copies and one (1) electronic copy (CD/Jump Drive) of the bid** must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

**City of Lake Worth
Financial Services Office – 2nd Floor
7 North Dixie Highway
Lake Worth, FL 33460**

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of this IFB, whether by mail or otherwise, may be rejected. The time of receipt shall be determined by the time clock located in the Financial Services Office. Bidders are responsible for insuring that their bid is stamped by City personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram facsimile or email shall not be accepted.

d. Submission of a Bid implies a full understanding of this IFB. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This IFB consists of this document along with all plans, drawings and/or technical specifications incorporated or attached to this IFB, all of which are incorporated herein by this reference.

2. THE BID PACKAGE. Each bid submitted in response to this IFB shall contain the following documents:

- B1 Bid Cover Sheet
- B2 Bidders Minimum Qualifications
- B3 Bid
- B4 Schedule of Unit Prices
- B5 Contractor Verification
- B6 Reference List
- B7 Non-Collusion Affidavit

- B8 Drug Free Certification
- B9 Campaign Contribution Statement (**MUST BE SUBMITTED**)

AVOID BID REJECTION: Bids may be rejected for noncompliance to requirements after review by the Financial Services Office. All bids must be submitted on the provided Bid forms and **signed in ink by an officer authorized to bind the Bidder where applicable.**

3. **COMPLETION OF BID SUBMISSION PACKAGE.**

a. It is the responsibility of the Bidder to insure that all pages are included. All Bidders are advised to closely examine this IFB.

b. **All bids must be submitted on the provided Bid forms.** Bids submitted on Bidder's letterhead or quotation forms will not be accepted.

c. Bid forms must be neatly written in ink or typed, and must be signed in ink by an officer or employee having authority to bind the bidder (where a signature is required). **Failure to submit a duly signed bid may be cause for rejection of the bid.**

4. **ERRORS/ERASURES/CORRECTIONS**

a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. **BID PRICES.** All prices shall remain valid for ninety (90) days after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Schedule of Unit Prices. Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. **CERTIFICATION AND LICENSES.** Bidder must include with its bid package a copy of all applicable certificates and licenses and a current Business Tax Receipt in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have a Business License from the City will be required to obtain a Certificate of Registration from the City of Lake Worth prior to contract execution.

7. **NO LOBBYING – CONE OF SILENCE.** In accordance with the Palm Beach County Lobbyist Registration Ordinance and Section 2-112(k) the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for proposals in response to this IFB. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections

2-111 – 2-117). All Bidders are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process

8. **CONFLICT OF INTEREST AND ETHICS REQUIREMENTS.** This IFB is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Bidder coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this IFB. Therefore, all Proposers shall complete the City's Campaign Contribution Statement attached to this IFB as "B9".

11. **PUBLIC ENTITY CRIMES.** Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

12. **INQUIRIES AND ADDENDA.** Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue, must be directed in writing, by US mail, fax or email to:

City of Lake Worth
Financial Services Office – 2nd Floor
7 N. Dixie Hwy.
Lake Worth, FL 33460
E-mail: purchasing1@lakeworth.org
Phone: (561) 586-1654

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of this IFB will be made for any bidder, except by written addendum.

14. **ACCEPTANCE; REJECTION; CANCELLATION.** In accordance with the City's procurement code, this IFB may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline may be rejected.

Any withdrawal or cancellation of this Invitation for Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select

a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. If a bid is late or a bid form is not signed, the City reserves the right to investigate the matter further and make a determination as to the materiality of the matter. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of this IFB; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids are in excess of the approved budget for the project.

5. **SELECTION OF BIDDER WITH WHOM TO CONTRACT.** The selection of a bidder with whom to contract shall be based on the "best value" to the City using the following criteria:

1. Skill and experience based on current projects (in the last 36 months);
2. References for current projects;
3. Amount of the bid in relation to the needed goods, services, or construction and other bids received; and,
4. Adherence to the specifications and requirements of the IFB.

The above criteria are equally weighted.

16. **POSTING OF AWARD TABULATIONS.** The selected bidder will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Financial Services Office and posted on the City's website.

17. **CONTRACT.** The City and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the City. In the event a contract is not executed with the selected bidder and City reserve the right to select the next "best value" bidder based on the bid tabulation and to contract with said bidder. The term of the contract is for three (3) years, with the option to renew for one (1) additional two (2) year terms.

18. **PROCUREMENT CODE.** The City's Procurement Code, sections 2-111 to 2-119 of the City's Code of Ordinances, shall govern this IFB. If there are any inconsistencies between this IFB and the Procurement Code, the Procurement Code shall take precedence.

20. **COSTS.** All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.

21. **PROTEST PROCEDURE.** *Please see section 2-115 of the City's Procurement Code for the procedure.*

22. **CITY IS DOCUMENT GATEKEEPER.** This IFB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Financial Services Office. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City's) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of Lake Worth.

24. **SMALL BUSINESS AND LOCAL BUSINESS PREFERENCE.** Section 2-117 of the City's Procurement Code shall govern the application of a small business and/or local business preference for this

IFB. **Documentation to support a Bidder as a Small Business and/or Local Business must be submitted with a Bidder's bid in response to the IFB.** Documentation submitted after the bid deadline will be rejected. Applicable forms may be obtained from the City's Financial Services Office.

25. **PROPERTY OF THE CITY.** All materials submitted in response to this IFB become the property of the City. The City has the right to use any or all ideas presented in any response to this IFB, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.

26. **DISCLOSURE AND DISCLAIMER.** The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications with City representatives or advisors, shall be at each Bidder's own risk. Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Bidder or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any bid or proposal conforming with these requirements will be selected for consideration, negotiation or approval.

Any action taken by the City in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, or their advisors.

Any recipient of this IFB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this IFB is at the sole risk and responsibility of the party submitting such proposal.

27. **COMPLIANCE.** All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

28. **OFFICE OF THE INSPECTOR GENERAL.** In accordance with Palm Beach County ordinance number 2011-009, this RFP and resulting contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. Bidder/Proposer should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

END OF SECTION 4 - INSTRUCTIONS TO BIDDERS

Exhibit "A"
IFB 18-121
Scope of Work

The City of Lake Worth is accepting sealed bids for the provision of services relating to the removal and disposal of wet lime sludge from both collection ponds identified by the City to a designated drying area within the Water Plant Complex and once dried to be removed from the site by same Contractor at a fixed price, on an as needed basis. A more detailed scope of work is attached and incorporated into to this IFB as Exhibit "A".

All work shall be constructed in accordance with the City's design specifications and standards and in accordance with these bid documents which are available on the City's website at www.lakeworth.org.

1.0 SCOPE OF WORK

Upon notification by the Water Treatment Manager or by pre-arranged schedule, the contractor shall remove wet lime sludge from collection ponds and haul sludge to a designated drying area within the Water Plant Complex. Sludge shall be stockpiled and allowed to dry, remaining the property of the City of Lake Worth until removed from the site by the Contractor.

After drying, the sludge shall be removed from the site by the contractor, using its own equipment and trucks, or those of subcontractors.

Contractor is responsible for providing all equipment and personnel to perform all services noted herein. City shall not assist Contractor in the performance of its duties.

Contractor shall be responsible for control of dust created when hauling the dried sludge, specifically by 'watering down' the area. This may be accomplished via watering truck and/or sprinkler system. Contractor shall also be liable for cleaning of City property and adjacent streets caused by lime sludge spillage resulting from Contractor's actions.

2.0 SCHEDULE OF WORK

Contractor shall be responsible for cleaning sludge collection ponds (3,000 to 5,000 cubic yards) as directed by the Water Treatment Manager Contractor shall commence cleaning of ponds no later than 10 calendar days after notification to proceed. Cleaning shall be completed no later than 30 days after notification to proceed. Wet sludge from ponds shall be deposited in an orderly manner at designated on-site drying area by Contractor.

Contractor shall be responsible for removing a minimum of 1,500 cubic yards of dried sludge from the Water Plant Complex during each consecutive three (3) month period (or more frequently, as directed by the Water Plant Manager). Contractor may utilize trucks owned by the contractor, subcontractors, or sludge buyers to haul sludge from site. However, Contractor shall be responsible for any damages/ injuries caused by said trucks and/or

operators, and shall indemnify the City accordingly. If dried sludge is to be stored at the Contractor's storage facility, such storage facility must comply with all local, county, and State requirements. Dried sludge shall not be stored on-site at the Water Treatment Complex for longer than 90 days.

Timely cleaning of sludge ponds and removal of dried sludge is a critical part of this contract. Failure of the contractor to comply with minimum services as noted above shall be grounds for imposition of Liquidated Damages and/or immediate cancellation of the contract.

3.0 SITE LOCATION

City of Lake Worth Water Treatment Plant is located at 301 South College Street, Lake Worth, Florida, 33460.

4.0 ESTIMATED ANNUAL VOLUME & SLUDGE POND SIZES

Estimated annual volume of dried lime sludge to be removed is 10,000 cubic yards.
Estimated annual volume of wet lime sludge to be removed is 12,000 cubic yards.

Sludge ponds approximate size:

West Pond 200' x 80' x 10' deep

East Pond 200' x 60' x 10' deep

5.0 PRICING

Prices shall be quoted on the attached 'Bid Form' on a Per Cubic Yard basis.

Prices shall be separated according to services rendered, as follows:

- A) Cost, per cubic yard, for cleaning of sludge ponds and removal of wet sludge to designated drying area within Water Plant Complex.
- B) Cost, per cubic yard, for loading, hauling, and removal of dried lime sludge from Water Plant Complex. If disposal at a County landfill becomes necessary due to inadequate size of Contractor's storage facility, then such disposal fee shall be the responsibility of the Contractor, at no additional cost to the City.

6.0 PERMITS FOR LIME STORAGE FACILITY

The Contractor shall be responsible for securing and paying for any necessary permits for its lime-sludge storage facility and any and all pertinent fees shall be payable by the Contractor.

7.0 OWNERSHIP OF REMOVED DRIED SLUDGE

Upon removal of dried sludge from Water Plant Complex, said sludge shall become the property of the Contractor. The City shall not be held liable for any illegal dumping of lime sludge in a non-permitted site, and the Contractor shall so indemnify the City.

8.0 Disposal

CONTRACTOR shall dispose of all lime sludge material in accordance with all federal, state, county, municipal and other applicable agency rules, laws, regulations and requirements. CONTRACTOR shall provide a report or other appropriate documentation (as determined by the CITY), if requested, to the CITY showing the proper disposal of such lime sludge material. Such report or documentation shall be provided to the CITY within ten (10) days of a verbal or written request by the CITY requesting same.

9.0 Lime Sludge Analytical Results



Pace Analytical Services, LLC
3610 Park Central Blvd N
Pompano Beach, FL 33064
954-582-4300

ANALYTICAL RESULTS

Project: Sludge
Pace Project No.: 35362126

Sample: Wet Sludge Lab ID: 35362126001 Collected: 12/06/17 09:30 Received: 12/06/17 17:20 Matrix: Solid
Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP									
Analytical Method: EPA 6010 Preparation Method: EPA 3050									
Aluminum	214	mg/kg	21.3	10.7	1	12/19/17 03:46	12/20/17 22:23	7429-90-5	
Calcium	391000	mg/kg	5330	2670	50	12/19/17 03:46	12/21/17 14:51	7440-70-2	
Iron	1050	mg/kg	8.5	4.3	1	12/19/17 03:46	12/20/17 22:23	7439-89-6	
Magnesium	1260	mg/kg	107	53.3	1	12/19/17 03:46	12/20/17 22:23	7439-95-4	
Silicon	391	mg/kg	213	107	1	12/19/17 03:46	12/20/17 22:23	7440-21-3	N2
Percent Moisture									
Analytical Method: ASTM D2974-87									
Percent Moisture	52.2	%	0.10	0.10	1		12/20/17 10:36		
9056 IC Anions									
Analytical Method: EPA 9056 Preparation Method: EPA 9056									
Chloride	110	mg/kg	104	51.9	1	12/12/17 16:45	12/14/17 02:46	16887-00-8	



Pace Analytical Services, LLC
 3610 Park Central Blvd N
 Pompano Beach, FL 33064
 954-582-4300

ANALYTICAL RESULTS

Project: Sludge
 Pace Project No.: 35362126

Sample: Dry Sludge Lab ID: 35362126002 Collected: 12/06/17 09:20 Received: 12/06/17 17:20 Matrix: Solid
 Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.

Parameters	Results	Units	PQL	MDL	DF	Prepared	Analyzed	CAS No.	Qual
6010 MET ICP		Analytical Method: EPA 6010 Preparation Method: EPA 3050							
Aluminum	345	mg/kg	13.1	6.6	1	12/19/17 03:46	12/20/17 22:44	7429-90-5	
Calcium	333000	mg/kg	6570	3280	100	12/19/17 03:46	12/21/17 14:55	7440-70-2	
Iron	1010	mg/kg	5.3	2.6	1	12/19/17 03:46	12/20/17 22:44	7439-89-6	
Magnesium	1340	mg/kg	65.7	32.8	1	12/19/17 03:46	12/20/17 22:44	7439-95-4	
Silicon	433	mg/kg	131	65.7	1	12/19/17 03:46	12/20/17 22:44	7440-21-3	N2
Percent Moisture		Analytical Method: ASTM D2974-87							
Percent Moisture	30.3	%	0.10	0.10	1		12/20/17 10:36		
9056 IC Anions		Analytical Method: EPA 9056 Preparation Method: EPA 9056							
Chloride	41.4 I	mg/kg	72.2	36.1	1	12/12/17 16:45	12/14/17 03:10	16887-00-6	

END OF SCOPE OF WORK

(B1)

BID PACKAGE COVER SHEET

IFB #18-121 Project Title: Removal and Disposal of Lime Sludge for Water Treatment Plant

Bidder Company Name:

Enclose the following documents:

- _____ 1. Bid Package Cover Sheet (B1)
- _____ 2. Bidders Minimum Qualifications (B2)
- _____ 3. Bid (B3)
- _____ 4. Schedule of Unit Prices (B4)
- _____ 5. Contractor Verification (B5) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- _____ 6. Reference List (B6)
- _____ 7. Affidavit of Prime Bidder re Non-collusion (B7)
- _____ 8. Drug Free Certification (B8)
- _____ 9. Campaign Contribution Statement (**must be submitted**) (B9)
- _____ 10. Addendums (if any issued)
- _____ 11. Proof of Existing Coverage
- _____ 12. Applicable Licenses

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL, TWO (2) PHOTOCOPIES AND ONE (1) ELECTRONIC COPY (CD/JUMP DRIVE) of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

IFB #18-121

BIDDER'S MINIMUM QUALIFICATIONS

Each Bidder must provide two (2) similar projects to satisfy the minimum qualifications requirements. The reference person must be someone who has personal knowledge of the Bidder's and its subcontractor's (if any) performance. The reference person must have been informed that they are being used as a reference so that the City may check references.

****Please also attach to this form a copy of the required license(s) to establish your minimum qualifications.**

Bidder's Name: _____

PROJECT (FIRST PROJECT)

Name of Project: _____

Project Location: _____

Description of Project: _____

Describe the project construction elements (type of project, road lanes, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders: _____

Bidder's Name: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name & Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Note: Use an additional sheet with the same format to list other projects as proof of prior experience.

PROJECT (SECOND PROJECT)

Name of Project: _____

Project Location: _____

Description of Project: _____

Describe the project construction elements (type of project, road lanes, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders: _____

Bidder's Name: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name: Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Note: Use an additional sheet with the same format to list other project as proof of prior experience in the last 36 months (with no more than five (5) projects submitted).

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BID

Proposal of: _____
(Bidder Name)

Bid Amount: \$ _____

(Write Dollar Figure Here)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his/her full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds (as applicable), together with the accompanying plans, and Bidder has read all issued addenda.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a the required bonds and certificate(s) of insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the City, as such documents are required to commence the work.
5. Bidder understands that the contract time starts on the date of Notice to Proceed.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
8. Final completion shall be as stated above.
9. Bidder shall be responsible for all permitting fees and utility service connection fees unless otherwise specifically provided in this IFB or the resulting contract.
10. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.
11. The City reserves the right to select and include one or more alternates in the Project and work.

12. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.

Name Address

13. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name Address

14. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

15. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

16. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

17. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Name of Firm: _____

HQ Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

FEIN: _____ State of Incorporated: _____

Print Name: _____ Title: _____

SIGNATURE: _____ **Date:** _____

Sales Office: _____ ST _____ Zip _____

Sales Contact Name: _____ Title: _____

Phone: (____) _____ Email: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

(B4)

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SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to this contract by Change Order, the following unit prices will be utilized (as applicable).

Item	Description	Unit of Measure	Est Annual	Unit Price	Total Est Price (Est Annual cubic Yards x Unit Price)
1	Clean Sludge Ponds & deposit <u>wet lime sludge</u> at on-site drying location	1 Cubic Yard	12,000 cubic yards	\$ _____ /cubic yard	\$ _____
2	Loading & Removal of <u>dried lime sludge</u> from Water Plant Complex	1 Cubic Yard	10,000 cubic yards	\$ _____ /cubic yard	\$ _____

ESTIMATED GRAND TOTAL Add item "1" and "2" Total EST Price for Total: \$ _____

Work Hours: Monday through Friday 7:00am to 5:00pm; exceptions can be made for emergencies.

Name of Firm: _____

Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

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CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: _____

Address: _____

Telephone: () _____

Fax: () _____

Email: _____

CONTRACTOR OF RECORD:

Name: _____

Address: _____

Telephone: () _____

Email: _____

State License # _____ (ATTACH COPY OF LICENSE)

County License # _____ (ATTACH COPY OF LICENSE)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of Prime Bidder?

____ Yes ____ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

____ Yes ____ No

Failure to fully or accurately complete this form may be cause for rejection of the bid.

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LIST OF REFERENCES

1. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

2. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

3. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

(B7)

IFB # 18-121
AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of _____ }
County of _____ }

_____, being first duly sworn, disposes and says that:
(Name)

1. I am the _____ of _____, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lake Worth, or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth.
_____ (if none, write "None").
6. The following employees of the City of Lake Worth, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: _____ (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) _____

(Title) _____

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me

this ____ day of _____, 2016 by _____, who is _____ (title)
of _____ and who is personally known to me or who has produced
_____ as identification.

Notary Public

IFB # 18-121

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' 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 this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (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 1893, 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 of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidders Authorized Signature

Print Name: _____

Date

IFB # 18-121

CAMPAIGN CONTRIBUTION STATEMENT

This solicitation is subject to Section 2-101 of the City of Lake Worth Code of Ordinances regarding campaign contributions.

Sec. 2-101. - Additional and supplemental disclosures requirements.

- (a) Any elected official of the City of Lake Worth, who is a current sitting member of the city commission and has accepted an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) from an individual or business entity having an interest in a matter before the city commission in which the city commission will take action, must publically disclose, both verbally and in writing, such contribution prior to any discussion or vote on the matter. The written disclosure must be submitted to the city clerk.
- (b) Any applicant coming before the city commission for an award of a contract with the city and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the city commission, who is a current sitting member of the commission, must disclose such election campaign contribution, verbally and in writing, during the application or bidding process and before the award of the contract.

Vendor to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

Neither the undersigned business nor any of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below.]

The undersigned business or one or more of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

1. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
2. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
3. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
4. _____ contributed a total of \$_____ to the campaign of City Commission member _____.

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth.

Signature: _____

Print Name: _____

Print Title: _____

Print Name of Business: _____

Commissioner/Mayor to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

[] Neither the above referenced business nor any of its owners or officers contributed more than \$100.00 to my campaign. [If you checked this statement, you are done and may sign below.]

[] The above referenced business or one or more of its owners or officers contributed more than \$100.00 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

_____ contributed a total of \$_____ to my campaign.

_____ contributed a total of \$_____ to my campaign.

_____ contributed a total of \$_____ to my campaign.

_____ contributed a total of \$_____ to my campaign.

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth.

Signature: _____

Print Name: _____

For City Clerk's Use Only.

THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the ____ day of _____, 201__.

Check all that apply.

_____ Commissioner/Mayor _____ verbally disclosed the campaign contribution(s) set forth above.

_____ Vendor, _____, verbally disclosed the campaign contribution(s) set forth above.