



**City of Lake Worth**  
PROCUREMENT OFFICE

**INVITATION FOR BID**

**IFB #UT-WT-12-13-111**

**Removal and Disposal of Lime Sludge**

**Bid Submittal Deadline**

Date: March 13, 2013, Wednesday  
Time: 2:00PM  
Location: Procurement Office  
7 North Dixie Highway, 2nd Floor  
Lake Worth, FL 33460

**Pre-Bid Meeting**

Date: March 1, 2013, Friday  
Time: 10:00AM  
Location: Water Treatment Plant  
301 College Street  
Lake Worth, FL 33460

  
\_\_\_\_\_  
Kari Hansen, Purchasing Agent

Date: 02/21/2012



**OFFICE OF MANAGEMENT & BUDGET**

7 North Dixie Highway  
Lake Worth, FL 33360  
TEL: (561-586-1674)

**INVITATION FOR BID  
UT-WT-12-13-111**

## **Removal and Disposal of Lime Sludge**

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.

**Bid documents may be acquired electronically by logging onto the City's website at:**

<http://www.lakeworth.org>

**Hard copies of bid documents may also be acquired from the Procurement Office at 7 North Dixie Highway, Lake Worth, Ph: 561-586-1674.**

Time is of the essence and any bid received after **2:00PM on Wednesday, March 13<sup>th</sup> 2013**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Procurement 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. Offerors 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, Procurement Office – 2<sup>nd</sup> Floor  
7 North Dixie Hwy.  
Lake Worth, FL 33460

**ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID # UT-WT-12-13-111.**

  
Karl Hansen, Purchasing Agent

PUBLISH: PALM BEACH POST  
02/22/2012

## **SECTION 1 – SCOPE OF WORK**

### **1.0 SCOPE OF WORK**

Upon notification by the Water Treatment Supervisor 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 Supervisor. 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 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 Supervisor. 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.

**SECTION 2 – SPECIAL TERMS**

1. **Pre-Bid Conference** A non-mandatory Pre-Bid Conference will be scheduled for **Friday, March 1<sup>st</sup> 2013 at 10:00AM**, located at the Water Treatment Plant at 301 College Street, Lake Worth, FL 33460. Please drive to the gate and call the office at 561-586-1710 to be buzzed in. Announce to the operator that you are here to attend the Pre-Bid Meeting for the Lime Sludge. Once inside the gate, please drive around to the west side of the plant, where you will find the lime ponds, and greeted by City Staff. This will be your only chance to meet with staff to ask questions and see the site. Minutes from the meeting will be posted to the City's website within 2 days thereafter.

In accordance with the Americans with Disabilities Act, any person who believes he or she has a disability requiring the use of a special accommodation at either the scheduled site inspection or bid opening should contact the Procurement Division at 561-586-11674, at least five (5) days prior to the event to advise of his/her special requirements.

2. **Service Contract and TERM.** The term of this Service Contract shall be for an initial 3 year term, with the option of two (2) one-year renewals. Pricing provided for each time period referenced on the Bid Form is fixed for that period.

3. **All or None Contract Award.** The City intends to award a single contract for all services noted herein. Firms must bid on all items in order to be considered responsive. Failure to bid on all items noted herein may result in rejection of your bid.

Amongst other factors, the City shall consider the following factors in arriving at a contract award.

- Price
- Past performance with the City of Lake Worth
- Record of service, as reflected by reference checks
- Applicability of work provided to references to the City's scope
- Insurability, as evidenced by copy of Certificate of Insurance
- Possession of proper licensing
- Choice of Subcontractors

The City reserves the right to award a contract based upon consideration of all or some of the factors noted above, not solely price.

4. **Insurance:** If awarded, minimum insurance requirements for this contract:

General Liability	\$1,000,000.00 Each Occurrence \$2,000,000.00 General Aggregate
City of Lake Worth must be named as an Additional Insured on the Certificate.	
Automobile:	\$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage
Workers' Compensation:	In accordance with at least Florida Statue 440 and not less than \$1,000,000.00

5. **Permits and Fees.** In accordance with the Public Bid Disclosure Act, the Contractor will be required to make payment to the City of Lake Worth for any required permits or licenses, impact, inspection or other fees for this Project under the Contract (F.S. 218.80), if applicable.

6. **Licenses:** The Bidder will also be required, at the time of contract execution after award, to have a business tax receipt or certificate of registration in accordance with the following:

- 1. No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.
- 2. A contractor who holds a valid countywide contractor's license, or a county business tax receipt shall register with the City.
- 3. 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.

7. **Small Business Participation:** In accordance with the Small Business Ordinance, the goal for Small Business participation under the contract resulting from this Invitation for Bid is 15% of the total contract value.

8. **Minimum Qualifications:** Vendor must have a minimum of five (5) years experience in similar work and a minimum of two (2) references involving similar type work. Complete Form A1 and submit with bid.

### **SECTION 3 - INSTRUCTIONS TO BIDDERS**

*To ensure acceptance of your bid, Bidders must comply with the following instructions:*

1. **HOW TO SUBMIT A BID:**

a. **The original and two (2) copies** of your 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 – City Hall  
Procurement Office, 2<sup>nd</sup> 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 the Invitation for Bid (**Wednesday, March 13, 2012 at 2:00PM**), whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Procurement 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 the Invitation for Bid, the Special Terms, the General Conditions and the drawings and specifications, the Project and the Work. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This Invitation for Bid consists of this document along with all plans, drawings and/or technical specifications related to this procurement, all of which are incorporated herein by this reference.

2. **THE BID PACKAGE.** The Bid Submission Package consists of the following documents:

B1	Bid Cover Sheet
B2	Bid
A1	Minimum Requirements Checklist
B3	Contractor Verification
B3	Reference List
B5	Non-Collusion Affidavit
B6	Drug Free Certification
B10	Letter of Intent
B14	Good Faith Effort (only required if unable to meet small business goal of 15%)
___	Copies of required licenses or registrations

The Bid Submission Package, and any other required documents must be returned in order for the bid to be considered.

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 package.

b. **All bids must be submitted on the provided Bid forms (A1 – B16).** Bids submitted on Contractor Letterhead or quotation forms will not be accepted.

c. All bids (Form B-2 and B-3) must be typed or neatly written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. **Failure to submit a duly signed bid shall 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 Bid Items (Form B3). 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. SUBSTITUTIONS

If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet (Form B4) in the Bid Submittal Package. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. SUBCONTRACTING

If a bidder intends to subcontract any portion of the work, the Schedule of Contractors (Form B5) must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all sub-contractors, including any small business contracts that will also be listed on Form B12- Statement of Small Business Participation. All Small Business subcontractors must also be listed on both Form B5 – Schedule of Sub-Contractors and Form B12-Statement of Small Business Participation. Owner reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. Owner reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

The Contractor shall submit for the Owner's review and approval, as part of his bid submission, a sample copy of his company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas.

8. BID BONDS OR DEPOSITS – NOT REQUIRED FOR THIS SOLICITATION

Each bid must be accompanied by a bid bond or a deposit in a sum of non less than five percent (5%) of the total bid. Bid bonds and deposits amounting to less than one hundred dollars need not be submitted. Only the following types of bonds or deposits will be accepted:

1. Bid bond signed by a surety company authorized to do business in the State of Florida.
2. Cashier Check or bank draft of any national or state bank.
3. Certified check drawn on a financial institution acceptable to the City of Lake Worth
4. U.S. Postal Money Order



All checks and orders must be made payable to the City of Lake Worth. The City reserves the right to hold the bid security until a contract is properly executed. If any bidder presented with a contract fails to execute such contract with the City as agent for the ECR Board, the City may be entitled to retain the deposit or enforce the bond. Bid deposits of unsuccessful bidders will be returned after execution of a contract.

9. **CERTIFICATION AND LICENSES**

**Bidder must include with his bid package a copy** of all applicable Certificates of Competency issued by the State of Florida or and a current Occupational License 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 an occupational license from the City will be required to obtain a Certificate of Registration from the City of Lake Worth prior to contract execution.

10. **NO LOBBYING**

Bidder and its representatives are prohibited from contacting or lobbying any member of the City, the Mayor, any City Commissioner, City staff, evaluation committee, or any other person authorized on behalf of the City related or involved with this Invitation for Bid. Bidder's representatives shall include, but not be limited to, the Bidder's employee, partner, officer, director, consultant, lobbyist, attorney or any actual or potential subcontractor or consultant of the Bidder. All oral or written inquiries are to be directed to the Purchasing Agent. Any violation of this condition may result in rejection and/or disqualification of the Bidder.

The "No Lobbying" condition is in effect from the date of publication of the IFB and shall terminate at the time the City approves execution or executes the contract, rejects all bids or otherwise takes action which ends the solicitation process.

11. **CONFLICT OF INTEREST**

All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Lake Worth. Further, all bidders must disclose the name of any employee of those cities or the County who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its affiliates.

12. **ETHICS REQUIREMENTS.**

No Bidder may employ, directly or indirectly, the mayor, any member of the city commission or any director or department head of the City of Lake Worth. Any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

13. **SMALL BUSINESS PROGRAM.**

The goal for Small Business participation under the contract resulting from this Invitation for Bid is **15%** of the total contract value. Only small businesses certified by the City of West Palm Beach or Palm Beach County or from another agency whose certification is accepted by the City will be accepted toward the small business goal. For your convenience, all Palm Beach County certified small businesses can streamline the City's certification process by submitting the appropriate documentation.

14. **PUBLIC ENTITY CRIMES.**

Pursuant to F.S. 287.133, 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 for 36 months following the date of being placed on the convicted vendor list.

15. **INQUIRIES AND ADDENDA**

Except as provided in this section, Bidders or others representing a Bidder are prohibited from contacting or lobbying the City, the Mayor, any City Commissioner, City of Lake Worth staff, any Evaluation Committee, or any other person authorized on behalf of the City related or involved with this IFB.

Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue other than Small Businesses, must **be directed in writing**, by US mail, fax or email to:

Kari Hansen, Purchasing Agent  
City of Lake Worth, Procurement Office  
7 N. Dixie Hwy.  
Lake Worth, FL 33460  
E-mail: [KHansen@LakeWorth.org](mailto:KHansen@LakeWorth.org)

All questions or inquiries must be received no later than **ten (10) calendar days** prior to the Bid closing date, which for this IFB will be by **Monday, March 4, 2013**.

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 the Invitation for Bid will be made for any bidder, except by written addendum.

16. ACCEPTANCE; REJECTION; CANCELLATION

In accordance with the City's procurement code, this Invitation for Bid 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 will 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. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of the Invitation for Bid; 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 is in excess of the approved budget for the project.

17. 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,
2. Capacity to perform in terms of facilities, personnel and financial viability,
3. Past performance,
4. Amount of the bid in relation to the needed goods, services, or construction,
5. Adherence to the specifications and requirements
6. Content of the bid.

18. POSTING OF AWARD TABULATIONS

The selected bidder will be notified in writing of the City of Lake Worth's intent to award a contract. Recommended awards will be available for review by interested parties at the Office of the Budget Manager for the City within 30 days of opening, or within 10 days after award.

19. CONTRACT.

This contract (consisting of the IFB, any Addenda, and seller's bid, states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements pertaining to this requirement, are merged herein or superseded hereby. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties. The products/services required of this contract will be officially "ordered" through the issuance of a Purchase Order. Seller shall NOT deliver product(s) until it has been issued a signed Purchase Order from the City of Lake Worth.

20. COSTS.

All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder.

21. PROTEST PROCEDURE

A protest must be addressed to the Budget Manager, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Budget Manager within seven (7) calendar days of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest. The protest is considered filed when it is received by the Budget Manager. Failure to file protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest.

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 Office of Management and Budget. 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.

23. PUBLIC RECORDS REQUESTS DURING BID OPENINGS

Sealed bids or proposals received by the City in response to an invitation to bid are exempt from public records disclosure requirements until the City provides a notice of decision or thirty (30) days after the opening of the proposal/bid.

If the City rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids or proposals remain exempt from public records disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all bids, proposals, or replies. Requests for bid or proposal documents should be submitted to the City Clerk's Office. Documents may be inspected without charge, but a charge will be incurred to obtain copies.

**BID PACKAGE COVER SHEET**

<b>IFB #UT-WT-12-13-111    Project Title: Removal and Disposal of Lime Sludge</b>
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Bidder Company Name: .....
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Enclose the following documents:

- \_\_\_ 1. Bid Package Cover Sheet and Checklist (B1).
- \_\_\_ 2. Prior Experience. (A1)
- \_\_\_ 3. Bid (B2) **Must be signed.**
- \_\_\_ 4. Schedule of Sub-contractors (B3). If none, mark "none".
- \_\_\_ 5. Contractor Verification (B4). Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- \_\_\_ 6. Reference List (B5)
- \_\_\_ 7. Affidavit Of Prime Bidder re Noncollusion (B6). **Sign and notarize the signature.**
- \_\_\_ 8. Drug Free Certification (B7)
- \_\_\_ 10. Small Business Participation (SB 01) Attach small business certifications, if applicable.
- \_\_\_ 11. Bid bond or deposit **(NOT required with this Bid)**
- \_\_\_ 12. Copies of licenses, certifications and registrations (Contractor to Supply)

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.

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

**Submit ONE (1) ORIGINAL and TWO (2) COPIES of your Bid package.**

IFB # UT-WT-12-13-111  
**Contractor's Prior Experience Form**

Contractor must provide two (2) references for each project identified to satisfy the minimum experience requirements. A reference person must be someone who has personal knowledge of the Contractor's and Subcontractor's performance. The reference person must have been informed that they are being used as a reference so that the City may check references.

Contractor Name: \_\_\_\_\_

**PROJECT**      **(FIRST PROJECT)**

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

***Describe the project 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project End Date: \_\_\_\_\_

Owner/Contact Name: Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**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 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: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor 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.

**BID**

**Removal and Disposal of Lime Sludge  
IFB # UT-WT-12-13-111**

**Proposal of:** \_\_\_\_\_  
*(Bidder Company Name)*

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 full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. There is enclosed a bid guarantee consisting of five percent (5%) of bid price in the amount of \$\_\_\_\_\_. *(Not required with this Bid.)*
5. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: Commence obtaining a Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.
6. Bidder understands that the contract time starts on the date of Issuance of a Purchase Order.
7. Bidder furthermore agrees that, in case of failure on his 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.
8. 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.
9. Bidder shall be responsible for all permitting fees, if applicable, unless otherwise specifically provided in the Special Terms in the 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.

<i>Name</i>	<i>Address</i>
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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.

**PRICING**

In accordance with the plans and specifications noted in this IFB document, following are the prices which will be fixed for the term of the contract:

**A) Clean Sludge Ponds & deposit wet lime sludge at on-site drying location:**

\$ \_\_\_\_\_ /cubic yard x approx 12,000 cubic yards annually = \$ \_\_\_\_\_

**B) Loading & Removal of dried lime sludge from Water Plant Complex:**

\$ \_\_\_\_\_ /cubic yard x approx 10,000 cubic yards annually = \$ \_\_\_\_\_

**ANNUAL GRAND TOTAL (Add Annual "A and "B" Totals: \$ \_\_\_\_\_**

**Bidder Company Name:** \_\_\_\_\_

\_\_\_\_\_  
*Signature of Official authorized to bind Bidder.*

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**IFB # PS-SW-11-12-711  
Removal and Disposal of Lime Sludge**

**SCHEDULE OF SUBCONTRACTORS**

**Failure to fully complete form may result in bid rejection.**

The following is a complete list of all sub-contractors utilized for this project:

		Dollar amount of subcontract work
1.	_____ \$ _____ (Company name) (Type of Work)	
	_____ (Address) _____ (Telephone)	
	_____ (Zip Code) _____ (Federal ID)	
2.	_____ \$ _____ (Company name) (Type of Work)	
	_____ (Address) _____ (Telephone)	
	_____ (Zip Code) _____ (Federal ID)	
3.	_____ \$ _____ (Company name) (Type of Work)	
	_____ (Address) _____ (Telephone)	
	_____ (Zip Code) _____ (Federal ID)	
4.	_____ \$ _____ (Company name) (Type of Work)	
	_____ (Address) _____ (Telephone)	
	_____ (Zip Code) _____ (Federal ID)	
<b>Total dollar amount to be awarded to sub-contractors</b>		<b>\$ _____</b>

**Authorized Signature:** \_\_\_\_\_

Note: The above schedule of sub-contractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Project Engineer for approval prior to that sub-contractor performing any work.

IFB # PS-SW-11-12-711  
Removal and Disposal of Lime Sludge

VENDOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (     ) \_\_\_\_\_ Fax: (     ) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Number of Years in Business: \_\_\_\_\_

FEIN: \_\_\_\_\_ State of Incorporated: \_\_\_\_\_

GENERAL CONTRACTOR OF RECORD: - IF APPLICABLE

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

State License # \_\_\_\_\_ (ATTACH COPY)

County License # \_\_\_\_\_ (ATTACH COPY)

Type of License: \_\_\_\_\_

Unlimited \_\_\_\_\_ (yes/no)

If "NO", Limited to what trade? \_\_\_\_\_

Is the General Contractor a full-time employee of Prime Bidder?

\_\_\_ Yes                      \_\_\_ No

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

\_\_\_ Yes                      \_\_\_ No

City License: (ATTACH COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT  
-May be obtained from City Construction Services )

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

IFB # PS-SW-11-12-711  
Removal and Disposal of Lime Sludge

LIST OF REFERENCES

**NOTE: If you completed A1 this form may be omitted.**

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: \_\_\_\_\_



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 \_\_\_\_\_, 2013.

by: \_\_\_\_\_

\_\_\_\_\_ who is personally known to me or

\_\_\_\_\_ who has produced \_\_\_\_\_ as identification and who did /did not take an oath.

SEAL:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Commission No.

**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

**LETTER OF INTENT**

**Instructions:** The Bidder/Proposer is required to have this form completed for each Certified Small Business participating on the contract and submitted at the time the proposal/bid is due to the City. This form will become a part of the contract documents. It is the responsibility of the Bidder/Proposer to verify that the undersigned is a certified Small Business Enterprise (SBE) performing the work. Only City of West Palm Beach or Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal established for this project/contract.

Bidder or Company Name: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Position: \_\_\_\_\_  
 Email Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Solicitation/Bid Number : \_\_\_\_\_ Bid Total: \$ \_\_\_\_\_

**Small Business Participation**

The undersigned Subcontractor intends to perform the work listed below.

<b>Type of Work to be Perform</b>	<b>Contract Amount</b>
1 _____	\$ _____
2 _____	\$ _____
3 _____	\$ _____
4 _____	\$ _____
5 _____	\$ _____
<b>Total amount to be awarded to subcontractor</b>	<b>\$ _____</b>

Section below to be completed by Subcontractor to perform the work stated above.

\_\_\_\_\_

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Company Contact: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_