

INVITATION TO BID



City of West Palm Beach
Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Tel: 561-822-2100

ITB Number: 10-11-29
Title: Sludge Loading and Hauling at the Water Treatment Plant

Bid Submittal Deadline

Day/ Date: Friday, September 9, 2011
Time: 3:00 P.M.
Location: Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, Florida 33401

Althea Pemsel
Althea Pemsel, MA, C.P.M.
Procurement Official

Date: August 22, 2011



"The Capital City of the Palm"

PROCUREMENT DIVISION
 401 Clematis Street, 5th Floor
 West Palm Beach, FL 33401
 TEL: (561) 822-2100
 FAX: (561)822-1564

Invitation to Bid 10-11-29

Sludge Loading and Hauling at the Water Treatment Plant

The City of West Palm Beach is accepting bids from qualified and responsible contractors to provide all labor, material and equipment necessary to provide Sludge Loading and Hauling Services for the Water Treatment Plant located at 1009 Banyan Boulevard, West Palm Beach, FL 33401.

Bid documents may be acquired electronically and free of charge by logging onto the City's website at:

<http://www.wpb.org/procurement/index.php>

Hard copies of bid documents may also be acquired from the Procurement Division at 401 Clematis Street, 5th Floor, West Palm Beach, Florida 33401, Ph: (561) 822-2100. There is a non-refundable fee of **\$35.00** for the documents. It is suggested that all interested parties call to inquire as to the current availability of the bid document.

Time is of the essence and any bid received after 3:00 p.m. on Friday, September 9, 2011 whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Division. 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 the Procurement office personnel by the deadline indicated.

All bids must be delivered or mailed to:

City of West Palm Beach, Procurement Division
 Althea Pemsel, MA, C.P.M., Procurement Official
 401 Clematis Street, 5th Floor
 West Palm Beach, Florida 33401

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID 10-11-29. Bids shall be accompanied by a certified check, cashiers check, or Bid Bond in an amount not less than 5% of the bid.

Althea Pemsel
 Althea Pemsel, MA, C.P.M.
 Procurement Official

PUBLISH: PALM BEACH POST
 August 21, 2011



SECTION 1 – SCOPE OF WORK

Contractor shall provide all labor, materials, and equipment necessary to load, haul and dump Bi-Product Sludge from the City of West Palm Beach Water Treatment Plant located at 1009 Banyan Boulevard, West Palm Beach, FL to an authorized dumpsite which is to be determined by the contractor. Contractor shall provide Tri-Axles trucks for this project. Trucks must be capable of hauling Bi-Product Sludge without leakage. Trailers and Tandems shall not be provided except upon written approval by the City. Contractor shall be responsible for providing their own bucket loader and loading of trucks at the Water Treatment Plant. The City assumes a loaded truck contains 18 cubic yards of sludge materials and reserves the right to reject partial loads if we observe partially filled trucks leaving the site.

An engineer's report regarding the analysis of sludge is available upon request. The successful bidder must comply with all state, county, local and FDOT rules and regulations pertaining to the hauling of Bi-Product Sludge. Trucks must meet all Federal Department of Transportation (FDOT) requirements for the hauling of Bi-Product Sludge.

The bid price for loading and hauling shall be complete and cover all costs including but not limited to bucket loader, truck, operator, fuel, routes and mileage, insurance, bonds, licenses, permits, maintenance, overhead and profit. The Contractor shall be responsible for obtaining any and all permits required and shall adhere to all Municipal, State and Federal regulations, including weight allowances and traffic laws.

The time period required for hauling and the amount of Bi-Product Sludge to be hauled will be determined by the City on a weekly basis and the Contractor will be given seven (7) calendar days advance notice, whereupon Contractor shall provide a sufficient number of trucks to adequately complete the given schedule.

It is estimated that, under this contract period, and in subsequent renewal contract periods, approximately 50,000 cubic yards of sludge per year can be hauled. No guarantee of this figure is given or should be inferred this is an estimated quantity. The City reserves the right to increase or decrease the amount of sludge to be hauled as conditions may warrant.

The Water Treatment Plant operates on a 24-hour basis, 365 days per year. Hauling trucks shall coordinate with Plant personnel in order to avoid any interference with Plant operations. Hours of hauling shall be between 7:00 a.m. and 3:30 p.m., Monday through Friday, except for City observed holidays. Trucks will not be permitted into the plant prior to 7:00 a.m. or later than 3:30 p.m.

Plant security procedures and speed limits within the plant must be observed. Trucks must arrive within the stated hours and shall not block City streets if arriving too early. Provision of trucks shall also be timed so that one 3 cubic yard loader can efficiently load the trucks. Hauling periods of unusually large amounts may require the contractor to provide a second 3 cu. yard loader and this may be done upon written request and verification of need.

Any damage, caused by the Contractor's truck or employees, to the Water Treatment Plant property, the receiving dump site, or to public property shall be promptly repaired and restored to the pre-existing condition by the Contractor at no cost to the City. The Contractor is responsible for making these repairs pursuant to any permits or licenses that may be required.

It is anticipated that some receiving dumps may require trucks to be weighted at their facility and dump tickets issued accordingly. However; no compensation will be provided by the City and all expenditure must be covered by the contractor.

The term of the contract shall be for a one (1) year period. The City shall have the option to renew this contract for an additional one (1) year period. The initial contract prices resultant from this solicitation shall prevail for the one (1) year period from the contract's initial effective date.



SECTION 2 – SPECIAL TERMS AND CONDITIONS

1. LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR:

Unless otherwise provided in this solicitation, the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance.

2. LICENSES, PERMITS, RECORD KEEPING:

Vendor shall obtain all permits for the applicable plants and by all other applicable laws, regulations, rules and permits. Vendor shall maintain all records of material placement, monitoring and other items required by all applicable laws, regulations, rules and permits. Vendor shall prepare and submit all reports required. Vendor shall also maintain a file of the above items and make this file available for inspection by the City.

Damages, penalties and or fines imposed on the City or the bidder(s) for failure to obtain the required licenses, permits or fines shall be borne by the bidder(s) irrespective of any fault on the part of the City.

The 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.

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

4. Insurance:

1. Contractor shall during the Contract Term maintain and pay for insurance issued in a company or companies lawfully authorized to do business in Florida with a current AM Best Company rating of A- as to management and VII as to financial size, naming City as an Additional Insured, as will protect City from contingent liability under this Contract.
2. **Coverages.**
 - (a) Workers' Compensation Insurance, including Employers Liability, as required by Florida Law, covering all employees. Contractor shall ensure that all sub-contractors comply with this requirement. Workers' compensation - \$1,000,000 "each accident," \$1,000,000 "disease policy limit," and \$1,000,000 "disease each employee."
 - (b) Project Specific General Liability Insurance with limits of:
General Liability: \$2,000,000 per occurrence/ \$3,000,000 annual aggregate.
 - (c) Automobile Liability: with combined single limit of \$2,000,000 per occurrence.

(d) A combination of liability insurance and excess liability coverage such as an umbrella policy may be used as long as the excess policy is following form.

3. The Certificate of Insurance and policy endorsements or riders shall name the City as "ADDITIONAL INSURED" with respect to all Liability coverages. Contractor shall provide evidence of continued coverage in the event of renewal or policy termination. City may withhold payment to Contractor until evidence of insurance coverage is received.

5. **Payment:**

All invoices for services shall be submitted to the City in duplicate and include brief description of services rendered. In addition, invoices must show the name of the Department, Division, or Section for which the services were performed, and the City of West Palm Beach Purchase Order Number. The original invoice is to be presented to the designated City employee for the respective location. During the course of the contract, the contractor may invoice the City for services rendered, no more than once per month. The City of West Palm Beach will pay invoices submitted in conformance with the contract within thirty (30) calendar days after submittal, but no more than once per month.

6. **Assignment of Contract:**

This contract may not be assigned in whole or in part without the written consent, if any, by the Procurement Official.

7. **Accident Prevention and Barricades:**

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State, County and City regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the City's Project Manager.

8. **Cleaning Up:**

Upon completion of any portion of the work, vendor shall remove at his own expense from owner's property all temporary structures, equipment and surplus materials not required.



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. Bidder shall provide **one (1) original and five (5) copies** of the bid which 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. Bids shall be mailed or hand-delivered to:

**City of West Palm Beach - Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401.**

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of the Invitation to Bid, 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 Division. Bidders are responsible for insuring that their bid is stamped by Procurement 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 or facsimile shall not be accepted.

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

2. THE BID PACKAGE:

The bid package consists of all documents listed on page 11, Form B1, of this bid document.

The Bid Submission Package, and any other required documents must be returned in order for the bid to be considered. Bids may be rejected for noncompliance to requirements after review by the Procurement Official.

3. COMPLETION OF BID SUBMISSION PACKAGE.

a. It is the responsibility of the bidder to insure that all pages are included. Bidders are advised to closely examine the bid package.

b. All bid information must be submitted on the forms provided, B1 – B16. Bids submitted on Contractor Letterhead or quotation forms will not be accepted.

c. Bid Forms, B2 and B3, must be typed or clearly written and signed in ink by an officer or employee having authority to bind the company or firm. Failure to fully complete any form or to provide the required signature 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 City of West Palm Beach 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

Each bid must be accompanied by a bid bond or a deposit in a sum of not 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 West Palm Beach
4. U.S. Postal Money Order

All checks and orders must be made payable to the City of West Palm Beach. The City reserves the right to hold the bid security until a contract is properly executed. If any bidder presented with a contract by the City fails to execute such contract with the City, 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 the bid package, a copy of all applicable Licenses /Certification issued by the State of Florida or the County Construction Industry Licensing Board and a current Occupational License 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 West Palm Beach prior to contract execution.

10. NO LOBBYING

Bidder and its representatives are prohibited from contacting or lobbying 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 to 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 Procurement Official. 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 ITB 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 West Palm Beach. Further, all bidders must disclose the name of any City employee 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. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected city employee may seek a conflict of interest opinion from the city ethics officer prior to the submittal of a bid. Additionally, 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 to Bid is **15%** of the total contract value. Only small businesses certified by the City of West Palm Beach Small Business Program or from another agency whose certification is accepted by the Small Business Program 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. The City may require additional information to ensure compliance with the City's small business criteria; therefore please contact the City's Small Business Office at (561) 822-2100 for further instruction for small business certification.

Bidders/contractors are encouraged to reference the Small Business Program's website at <http://www.wpb.org/procurement/index.php> for a directory of all currently certified small businesses. The directory is intended to assist bidders/contractors with meeting small business participation goals on City projects by connecting them with potential subcontractors for quotes, bids and RFP's.

In accordance with the SB Ordinance, the SB Program has adopted procedures requiring the completion of forms to insure compliance with the Small Business Ordinance. These forms are required to be submitted, as appropriate, with each proposal and/or during the course of the contract.

The following Small Business forms should be submitted with the Bid:

- STATEMENT OF SUBCONTRACTOR PARTICIPATION

List **all** your certified subcontractors -- indicate dollar amounts and percentages in the appropriate columns. This form is due with your proposal. **Only City of West Palm Beach and Palm Beach County Certified** SBs can be used to meet the established goal. See Form SB 01

- SUBCONTRACTOR'S LIST

List the names and telephone numbers of all SBs that submitted a quote to you, whether you will use them on this project or not. Also, include here, SBs listed in the *Statement of Small Business Participation*. Submit this form with your proposal. See Form SB 02

■ LETTER OF INTENT

One form per SB subcontractor must be executed and delivered to the City's SB Program **prior** to contract award and will be made a part of the contract. See Form SB 03

■ GOOD FAITH EFFORT

This form is only to be completed when the goal cannot be met. Please call Tiffany Neilly-McCray at 561-822-2100 for a copy of Form SB 04.

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 of West Palm Beach 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 Mayor, any City Commissioner, City staff, Evaluation Committee, or any other person authorized on behalf of the City related or involved with this ITB.

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:

Maureen Hansraj
City of West Palm Beach Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 3340
Fax: (561) 822-1564
E-mail: mhansraj@wpb.org

All questions or inquiries must be received no later than ten (10) calendar days prior to the Bid closing date.

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 to 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 to 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 of West Palm Beach 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 to 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 to 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 to 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

Pursuant to the City's Procurement Code, 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's intent to award a contract. Recommended awards will be available for review by interested parties at the Office of the Procurement Official.

19. CONTRACT.

City and Bidder will be contractually bound only if and when a written contract between the parties is executed. In the event a contract is not executed with the selected bidder, the City reserves the right to select the next "best value" Bidder based on the bid tabulation and to contract with said bidder.

20. COSTS.

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

21. PROTEST PROCEDURE

Protest procedures are provided in Section 66-151 of the City Code of Ordinances. A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official 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 Procurement Official. Failure to file protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest.

22. CITY IS DOCUMENT GATEKEEPER

This ITB 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 Procurement Division. 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 West Palm Beach.



BID PACKAGE

BID: ITB 10-11-29 (Sludge Loading and Hauling at the Water Treatment Plant)

Bidder Company Name:

The bid package consists of the following documents:

- _____ 1. Bid Package Cover Sheet. (B1)
- _____ 2. Bid (B2) **Must be signed**
- _____ 3. Schedule of Bid Items (B3) **Must be signed**
- _____ 4. Substitution Sheet (B4). If none, mark "none".
- _____ 5. Schedule of Sub-contractors (B5). If none, mark "none".
- _____ 6. Contractor Verification (B6). Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- _____ 7. Reference List (B7)
- _____ 8. Affidavit Of Prime Bidder re Noncollusion (B8). Be sure to sign and notarize the signature.
- _____ 9. Drug Free Certification (B9)
- _____ 10. Trench Safety Compliance Form (B10)
- _____ 11. Small Business – Subcontractor’s Listing (B11)
- _____ 12. Statement of Small Business Participation (B12), Attach small business certifications.
- _____ 13. Small Business - Letter of Intent (B13)
- _____ 14. Small Business - Good Faith Effort (B14), only if required.
- _____ 15. Contractor’s Material Suppliers (B15)
- _____ 16. Contractor’s Existing and Proposed Workload (B16)
- _____ 17. Bid bond or deposit (if required)
- _____ 18. Copies of licenses, certifications and registrations
- _____ 19. Sample of Daily Report

Bid Envelopes must be identified with the Invitation to Bid Number and Title, and the Date and Time for the bid closing deadline.

THIS PAGE MUST BE RETURNED WITH YOUR BID.

Submit one (1) original and three (3) copies of your Bid package.

AVOID BID REJECTION:

**All bids must be submitted on the provided Bid forms (B1 – B16).
Forms B-2 and B-3 must be signed in ink by an officer authorized to bind the Bidder.
All Forms must be fully completed.**



BID

ITB 10-11-29 (Sludge Loading and Hauling at the Water Treatment Plant)

Proposal of: _____
(Bidder Company 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 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 bond consisting of five percent (5%) of bid price in the amount of \$ _____.
5. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and 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 execution of contract by the Mayor.
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 City may withdraw the offer and contract with another bidder 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 and 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. Final completion shall be in **N/A** calendar days.
10. Liquidated damages for delay are agreed to be \$ **N/A** per calendar day.
11. Small Business participation for this project is 15%.
12. Bidder shall be responsible for all permitting fees and utility service connection fees. For construction of a building, the City shall be responsible for plan and permit review fees through its Construction Services Department.
13. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.



SCHEDULE OF BID ITEMS

BID: ITB 10-11-29

TITLE: Sludge Loading and Hauling for the Water Treatment Plant

The bid price for loading and hauling bi-product sludge from the Water Treatment Plant and dumping to a site(s), to be determined by the contractor, shall be complete and cover all costs. Price shall include, but not be limited to, bucket loader, the cost of trucks, operators, fuel, disposal cost of the sludge if any from the dumping site, insurance, bonds, maintenance, permits, licenses, taxes, miscellaneous costs, overhead and profit. The Contractor shall be responsible for obtaining any and all permits required and shall adhere to all Municipal, State and Federal regulations, including weight allowances and traffic laws.

The estimate of bi-product sludge quantity to be hauled to the dumping site is approximate and is not to be construed as a guarantee that such quantity will actually be required to be hauled. The City reserves the right to increase or decrease the quantity of bi-product sludge to be hauled to the designated dump site.

Name of the dump site(s) selected by Contractor:	Quantity	Unit	Unit Price	Total
	50,000	Cubic Yard		

Company Name: _____

Signature of Official authorized to bind Bidder

Print Name: _____

Title: _____

Date: _____

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

END OF SCHEDULE OF BID ITEMS.



City of West Palm Beach

(B4)

ITB 10-11-29

SUBSTITUTION SHEET

This form must be completed if Bidder proposes to deviate from any contract requirements including, but not limited to, proposed material specifications, proposed method, construction schedule, or phasing plan. Associated "Add" or "Deduct" must be provided.

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	\$ _____	\$ _____



City of West Palm Beach
ITB 10-11-29
SCHEDULE OF SUBCONTRACTORS

ITB Rev. 4-08
(B5)

Failure to fully complete this 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.	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____</p> <p align="center">(company name)</p> <p>_____</p> <p align="center">(address)</p> <p>_____</p> <p align="center">(zip code)</p> </div> <div style="width: 45%;"> <p>_____</p> <p align="center">(type of work)</p> <p>_____</p> <p align="center">(tel. #)</p> <p>_____</p> <p align="center">(federal I.D. #)</p> </div> </div>	\$ _____
2.	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____</p> <p align="center">(company name)</p> <p>_____</p> <p align="center">(address)</p> <p>_____</p> <p align="center">(zip code)</p> </div> <div style="width: 45%;"> <p>_____</p> <p align="center">(type of work)</p> <p>_____</p> <p align="center">(tel. #)</p> <p>_____</p> <p align="center">(federal I.D. #)</p> </div> </div>	\$ _____
3.	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____</p> <p align="center">(company name)</p> <p>_____</p> <p align="center">(address)</p> <p>_____</p> <p align="center">(zip code)</p> </div> <div style="width: 45%;"> <p>_____</p> <p align="center">(type of work)</p> <p>_____</p> <p align="center">(tel. #)</p> <p>_____</p> <p align="center">(federal I.D. #)</p> </div> </div>	\$ _____
4.	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____</p> <p align="center">(company name)</p> <p>_____</p> <p align="center">(address)</p> <p>_____</p> <p align="center">(zip code)</p> </div> <div style="width: 45%;"> <p>_____</p> <p align="center">(type of work)</p> <p>_____</p> <p align="center">(tel. #)</p> <p>_____</p> <p align="center">(federal I.D. #)</p> </div> </div>	\$ _____
5.	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____</p> <p align="center">(company name)</p> <p>_____</p> <p align="center">(address)</p> <p>_____</p> <p align="center">(zip code)</p> </div> <div style="width: 45%;"> <p>_____</p> <p align="center">(type of work)</p> <p>_____</p> <p align="center">(tel. #)</p> <p>_____</p> <p align="center">(federal I.D. #)</p> </div> </div>	\$ _____

Total dollar amount to be awarded to sub-contractors (this page) \$ _____

ITB 10-11-29

SCHEDULE OF SUBCONTRACTORS (Continued, if necessary)

6.	(company name)	(type of work)	\$	
	(address)	(tel. #)		
	(zip code)	(federal I.D. #)		
7.	(company name)	(type of work)	\$	
	(address)	(tel. #)		
	(zip code)	(federal I.D. #)		
8.	(company name)	(type of work)	\$	
	(address)	(tel. #)		
	(zip code)	(federal I.D. #)		
9.	(company name)	(type of work)	\$	
	(address)	(tel. #)		
	(zip code)	(federal I.D. #)		
	Total dollar amount to be awarded to Sub-contractors		\$	

Authorized Signature: _____

Note:

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



ITB 10-11-29

CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: _____

Address: _____

Telephone: () _____

Fax: () _____

GENERAL CONTRACTOR OF RECORD:

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 –Maybe obtained from City Construction Services)

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



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: _____

4. Owner's Name & Address: _____

Project: _____

Contact Person _____

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

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

(B8)

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 West Palm Beach 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 West Palm Beach:
_____ (if none, write "None").
6. The following employees of the City of West Palm Beach 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 _____(Date)

by: _____

_____ who is personally known to me or

_____ who has produced _____ as identification

and who did/(did not) take an oath.

Notary Public (print & sign name)

Commission No. _____



City of West Palm Beach

(B9)

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.

Authorized Signature

Print Name

Date



City of West Palm Beach
FLORIDA TRENCH SAFETY COMPLIANCE

(B10)

This form is required where Contractor will perform trench excavation which exceeds a depth of 5 feet.

- If Not Applicable – Check this Box and sign below.***

In accordance with the Florida Trench Safety Act, F.S. 553.63, Bidder acknowledges:

1. The trench safety standards applicable to this bid and contract are either:
 - Included in the specifications for this bid or
 - Are identified as: _____

2. Bidder will comply with all applicable trench safety standards and any special shoring requirements applicable to the Project.

3. Included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, which costs are summarized below.

Note: Included in the various bid items on Form B-3 are costs for compliance with trench safety standards, including sheeting and shoring. Costs on this Form B-10 shall be consistent with Form B-3. The bid items for trench safety compliance on Form B-3 must equal the total amount for trench safety compliance indicated below.

	Trench Safety Measure (Description)	Cost per Linear Foot	Linear Feet	Extended Cost
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
	Shoring Safety Measure (Description)	Cost per Square Foot	Square Feet	Extended Cost
D.	_____	_____	_____	_____
E.	_____	_____	_____	_____
F.	_____	_____	_____	_____

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING REJECTED.

Bidder Firm: _____

Authorized Signature: _____

Date: _____



Procurement Division/Small Business Program
 401 Clematis Street, 5th Floor
 West Palm Beach, Florida 33401-4702
 Tel: 561-822-2100
 Fax: 561-822-1564
 Website: www.wpb.org/puchasing/sbiz
(B-11)
Form SB02

Subcontractor's Listing

Bidder Name: _____ **Phone No.** _____

ITB Title: Sludge Loading and Hauling at the Water Treatment Plant **ITB No:** 10-11-29

NOTE: List **all subcontractors** you invited to bid on this project, whether they were selected or not, including those identified on the Schedule of Subcontractors. **Submit this form with your bid.** Use additional sheets if necessary.

Company Name	Work To Be Performed	Contact Person	Telephone Number
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____

Print Preparer's Name: _____ **Title:** _____

Signature: _____ **Date:** _____



Procurement Division/Small Business Program
 401 Clematis Street, 5th Floor
 West Palm Beach, FL 33401-4702
 Tel. (561) 822-2100
 Fax (561) 822-1564
 Website: www.wpb.org/purchasing/sbiz

(B12)
Form SB01

Statement of Small Business Participation

Instructions: List all Small Businesses that will participate on this project/contract. Only City certified small businesses and 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. **Submit this form with your bid/proposal.**

SECTION I. General Information

Bidder's Name:					
Preparer's Name:		Title:			
Bid Title:	Sludge Loading and Hauling at the WTP			Project Number:	
Bid Number:	10-11-29	SB Goal (if established):	15%		
Total Base Project/Contract Amount:		\$			

SECTION II. Small Business Participation

The firm(s) listed below have agreed to participate in this project or contract.

Subcontractor Name	Item Description or Work/Service to be performed	Dollar Value	Percent of Dollar Value/Base Bid	Percent of Dollar Value Total Bid
1.		\$	%	%
2.		\$	%	%
3.		\$	%	%
4.		\$	%	%
5.		\$	%	%
6.		\$	%	%
TOTAL		\$	%	%

Preparer's Signature: _____ Date: _____



Procurement Division/Small Business Program
 401 Clematis Street, 5th Floor
 West Palm Beach, FL 33401-4702
 Tel. (561) 822-2100
 Fax (561) 822-1564
 Website: www.wpb.org/purchasing/sbiz

(B-13)
 Form SB03

Letter of Intent

Instructions: The Bidder/Proposer will complete Section I. The Small Business subcontractor will complete Sections II and III. It is the responsibility of the bidder/Proposer to verify that the undersigned is a City Certified Small Business. **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. This completed form will be required before contract award. **Please note: This form is required for each certified Small Business selected.**

SECTION I. General Information

Bidder's Name:	
Bid Title:	Sludge Loading and Hauling at the Water Treatment Plant
Bid Number:	10-11-29

SECTION II. Small Business Participation

The undersigned intends to perform the following work pertaining to the above project:

Item No.	Item Description or Work to be Performed	Contract Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

SECTION III. Information on the Small Business

Small Business Name:			
Preparer's Name:		Title:	
Signature:		Date:	

**City of West Palm Beach
ITB 10-11-29**

(B15)

CONTRACTOR'S MATERIAL SUPPLIERS

List all material suppliers that Bidder intends to use on this project. Include additional pages as required.
Failure to fully and accurately complete this form may result in the disqualification of the Bid.

Name of Suppliers	Types of Material to be Provided	Total Contract Amount including Sales Tax	Total Sales Tax

**City of West Palm Beach
ITB 10-11-29**

(B16)

Contractor's Existing and Projected Workload Form

List all major construction projects your firm has in process, giving the name of project, owner, engineer, contract amount, percent complete, and scheduled completion date. Include additional pages as required.

Failure to fully and accurately complete this form may result in disqualification of the Bid.

Project Name	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion Date



City of West Palm Beach

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we:

_____ (the "Principal"),
and _____ (the "Surety"), a
corporation authorized to do business as a surety in the State of Florida, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally and firmly by these presents in the full and just sum
of _____ Dollars (\$ _____) good and lawful money of
the United States of America, to be paid upon demand of the **City of West Palm Beach, Florida.**

WHEREAS, the Principal is about to submit, or has submitted to the City of West Palm Beach, Florida, a bid in
response to an Invitation to Bid issued by the City; and

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a certified bidder's check
otherwise required to accompany its Bid.

NOW THEREFORE, the conditions of this obligation are such that if the Bid is accepted by the City, the Principal
shall within ten (10) calendar days after receipt of a contract, execute said contract and upon the terms,
conditions and price set forth in the Invitation to Bid and Bid, in the form and manner required by the City of West
Palm Beach, Florida, and execute a sufficient and satisfactory Public Construction Bond payable to the City of
West Palm Beach, Florida, in an amount of one hundred percent (100%) of the total contract price, as indicated in
the Bid, in form and with security satisfactory to the said City, then this obligation is to be void, otherwise to be
and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or
all of the foregoing requirements within the time specified above, immediately pay to the City upon demand the
amount hereof, not as a penalty but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these present to be duly signed and sealed
this _____ day of _____, 2011.

Bidder as PRINCIPAL:
Company: _____
Signature: _____
Print Name: _____
Title: _____

SURETY:
Company: _____
Signature: _____
Print Name: _____
Title: _____
Address: _____
