



QUOTATION # 11-Q01/PF  
PURCHASE AND INSTALLATION OF BAHIA SOD  
AT SWA LANDFILLS

OCTOBER 21, 2010

**PURCHASING SERVICES CONTACT:**  
**Phillip Ford, Purchasing Supervisor.**

**E-mail: [pford@swa.org](mailto:pford@swa.org)**

**TELEPHONE NUMBER: 561-640-4000 X4528**

**All quotation responses must be received on or before November 17, 2010, prior to 5:00 p.m., EST.**

**Submit quotation to: Solid Waste Authority of PBC Purchasing Department, 7501 North Jog Road, West Palm Beach, FL 33412**

**SPECIAL CONDITIONS**

**PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase and installation of Bahia sod in conjunction with the Authority's needs on an as needed when needed basis.

**QUALIFICATION OF BIDDERS**

This bid shall be awarded only to a responsible bidder, qualified to provide the work specified. The bidder shall submit the following information with his proposal:

- A. Experience record showing the bidder's training and experience in similar work.
- B. List and brief description of similar work satisfactorily completed with location, dates of contracts, names and addresses of owners.
- C. List of equipment and facilities available to do the work.
- D. Bidders place of business or approved pickup site must be located within Palm Beach County (required for consideration for award of Item #3.)

Failure to submit the above requested information may be cause for rejection of your bid. Information previously submitted to the Authority in response to another Invitation to Bid shall not satisfy this requirement.

### **INSPECTION OF FACILITIES**

It is the bidder's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for bidder's inspection of facilities and/or activity schedules may be secured from Vinnie Inguaggiato at 561-324-2062.

### **AWARD, ITEM BY ITEM**

Award will be made on an "Item-by-Item" basis.

### **OPTION TO RENEW FOR TWO (2) ADDITIONAL YEARS (With Price Adjustment)**

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the Authority shall have the option to renew this contract for an additional two (2) years, on a year-to-year basis. Prior to completion of each exercised contract term, the Authority may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index: Miami-Fort Lauderdale, Other Goods and Services, Series: CUURA320SAG and CUUSA320SAG.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 30 days prior to expiration of the then current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the Authority will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment.

The Authority reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is an Authority prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the Authority. All price increase(s) shall be approved by the Director of Purchasing Services.

### **METHOD OF ORDERING**

Items shall be ordered via individual purchase orders or blanket purchase orders on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order or blanket purchase order release.

### **F.O.B. POINT**

The F.O.B. point within Palm Beach County shall be indicated on the purchase order. Bid responses showing other than F.O.B. destination will not be accepted. Bid price must include all freight.

### **DELIVERY**

Delivery shall be as notified by the Authority. The quantity to be delivered will depend upon the Authority's need at the time of request.

### **CANCELLATION**

If either product or service does not comply with specifications as stated herein or fails to meet the Authority's performance standards, the contractor shall be given reasonable time to correct all deficiencies. Failure to remedy such deficiencies within a reasonable time shall result in immediate cancellation of the contract. Cancellation in this manner may result in suspension of the Contractor from the bidders list for a period of up to 3 years. Upon cancellation, the Authority may, at its option, award the contract to the next lowest responsive bidder willing to honor their bid price(s) or rebid.

### **RIGHT TO TERMINATE**

In the event that any of the provisions of the contract are violated by the successful bidder, the Authority shall serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract. The liability of the bidder for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

### **AS SPECIFIED**

A purchase order or blanket purchase order will be issued to the awarded bidder(s) with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will be picked up by the Bidder at no expense to the Authority. Replacement items meeting specifications shall be submitted within a reasonable time of rejection of the non-conforming items.

At the option of the Authority, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Bidders shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

### **INVOICE INFORMATION, PARTS AND LABOR**

Invoices submitted as a result of the Bid must contain the following information:

1. Purchase Order or Blanket Order Number.

2. Bid Number and Lot Number.
3. Itemized labor cost per bid rate(s), if applicable.
4. Itemized parts cost per bid price, if applicable.
5. Manufacturer name and part number for all parts.

### **PERFORMANCE**

The Authority may return, for full credit, any unused items received which fail to meet the Authority's performance standards.

### **QUANTITY**

The quantities shown are estimates. The Authority reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.

### **NON-EXCLUSIVE**

The Authority reserves the right to acquire some or all of these goods and services through a State of Florida contract, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, the Authority reserves the right to award other contracts for goods and services falling within the scope of this agreement when the specifications differ from this agreement, or for goods and services specified in this agreement when the scope substantially differs from this agreement.

### **ALTERNATE BIDS**

The manufacturer reference is indicated only to reflect the quality of the item required, and in no way is intended to close the specifications to a single manufacturer. Products similar in design and equal in function and performance may also be considered. Bidder is required to provide detailed specifications and/or complete descriptive technical literature on all alternate items being bid. Such literature shall be in sufficient detail to indicate conformance with the specifications of the bid.

### **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all political subdivisions under the same conditions, for the same prices and the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

This agreement in no way restricts or interferes with the right of any political subdivision to rebid any or all items.

### **INFORMATION AND DESCRIPTIVE LITERATURE**

Bidders must furnish all information requested and in the space provided on the bid form, if any. Further, each bidder must submit with his proposal, descriptive literature and complete specifications covering the products offered. Reference to literature submitted with a previous bid

will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

### **INSURANCE REQUIRED**

The Bidder shall not commence work on any Authority Property until all insurance required as stated herein has been obtained and such insurance has been approved by the Authority.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Bidder shall furnish certificates of insurance to the Authority's Risk Management Section prior to the commencement of services. The certificates shall clearly indicate that the Bidder has obtained insurance of the type, amount, and classification as required for strict compliance with insurance requirements as stated herein, and that no change or cancellation of the insurance shall be effective without sixty (60) days prior written notice to the Authority. Non-compliance with the foregoing requirements shall not relieve the vendor of their liability and obligations under this contract.

The Bidder shall maintain commercial liability insurance in the amount of \$1,000,000 per occurrence including products/completed operations.

The Bidder shall maintain comprehensive automobile liability insurance in the following amounts:

Bodily Injury and/or Property Damage		\$500,000 each occurrence \$500,000 aggregate
	or	
Combined Single Limit		\$500,000 each occurrence/aggregate

These limits are to protect the Bidder and the Authority from claims for damage, which may arise from general operations or from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the vendor or by anyone directly or indirectly employed by the vendor.

The Bidder shall maintain Workers Compensation insurance as per statutory requirements and Employers Liability limits no less that \$500,000 per occurrence each accident; \$500,000 policy limit disease; \$100,000 disease,- each employee.

**ALL** insurance other than Worker Compensation shall specifically include the Authority as an "Additional Insured".

### **EQUITABLE ADJUSTMENT**

The Authority may, in its sole discretion, make an equitable adjustment in the Contract terms and/or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the successful bidder's control, (2) the volatility affects the marketplace or industry, not just the particular successful bidder's source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the successful bidder that continued performance of the Contract would result in a substantial loss.

Any adjustment would require irrefutable evidence and written approval by the Director of Purchasing Services.

### **PROTECTION OF PROPERTY**

The successful Bidder shall at all times guard against damage or loss to the property of the Authority or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Authority may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his agents. The Bidder shall also be responsible for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, by rainstorm, wind damage, vandalism or other acts of God).

### **CONE OF SILENCE**

Bidders are advised that a Cone of Silence that prohibits any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

Bidders or any person representing the Bidders and any member of the Solid Waste Authority Governing Board, their staff, any SWA employee authorized to act on behalf of the Authority to award the contract under this bid, or any member of the selection committee authorized to evaluate the proposals/bids/response.

The Cone of Silence shall be in effect as of the deadline to submit bids even if bid is withdrawn or is otherwise eliminated from consideration consistent with the procedures as outlined in this Bid. The Cone of Silence shall remain in effect until the Governing Board, or Authority staff, if authorized to act on behalf of the Board, awards or approves the contract, rejects all bids or otherwise takes action which ends the solicitation process.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the Board and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between SWA employees and the intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and any SWA employee, or any written correspondence at any time with any SWA employee, Board member or Advisory board member, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The Governing Board by means of action taken at any properly noticed Governing Board meeting may invoke the cone of silence earlier than the time specified in this section for any procurement.

## **TECHNICAL SPECIFICATIONS**

### **DESCRIPTION:**

The sod shall be Bahia (Argentine or Pensacola). Grass sod shall be nursery grown, and shall be a fibrous grass with well matted grass roots. Sod shall be cleaned, cut in rectangles, either by hand or machine, at a uniform thickness of not less than 2 inches. The grass blades shall be cut to a height of not more than 3 inches. The sod shall be live, fresh, uninjured, and reasonably free of weeds, insects and other undesirable grasses, and have a mat of sufficient thickness to adhere firmly to the roots to withstand all necessary handling. The sod shall be planted as soon as possible after being dug and shall be shaded and kept moist until planted.

The sod shall be certified by the Sod Growers for compliance with Florida Department of Agriculture Regulations and shall conform to the Rules of the Department of Agriculture and Consumer Services Chapter 5B-57.

### **PLACING SOD:**

The sod shall be placed on the prepared surface, with edges in close contact, but not overlapped, and shall be firmly and smoothly embedded. Any ruts or depressions caused by equipment placing sod into the prepared site should be raked and leveled by the Contractor to a degree that will restore the final grade of the site. The Contractor shall prevent the sod from sliding, when placed on slope section that is 3-1, by means of wooden pegs driven and/or pinned through the sod blocks into firm earth, at suitable levels.

Sod which has been cut for more than 72 hours shall not be used unless specifically authorized. Sod which is not planted within 24 hours after cutting shall be stacked in an approved manner and maintained and properly moistened. Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed and replaced by fresh, uninjured pieces at no additional charge to the Authority. Sod needs to be installed within 24 hours of delivery to job site.

Sod shall be warranted to meet specifications for thirty (30) days after installation.

### **PICKED UP SOD:**

Sod to be picked up by Solid Waste Authority of PBC employees. Contractor shall load, on returnable pallets, at contractors' facility.

## PROPOSAL FORM

### PURCHASE AND INSTALLATION OF BAHIA SOD AT SWA LANDFILLS 11-Q01/PF

THE UNDERSIGNED BIDDER, having familiarized himself with the specifications in the Invitation to Bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied himself of the expense and difficulties attended in the performance of a contract.

HEREBY PROPOSES AND AGREES, in this **SWA QUOTE NO. 11-Q01/PF**, that the Bidder hereby accepts all terms and conditions as stated herein, and shall enter into a Contract to perform for the following price.

ITEM	QUANTITY	DESCRIPTION	PRICE PER SQ. FT.	TOTAL
1.	150,000 sq. ft.	Pallets of Bahia Sod - delivered & unloaded	\$ _____	\$ _____
2.	400,000 sq. ft.	Rolls of Bahia Sod - delivered & installed	\$ _____	\$ _____
3.	50,000 sq. ft.	Bahia Sod - ordered and picked up	\$ _____	\$ _____

Is the Drug-Free Workplace Form attached? Yes \_\_\_ No \_\_\_

Is Qualification of Bidders information included? Yes \_\_\_ No \_\_\_

Bidder understands that the Authority reserves the right to reject all Bids and to waive any informality in bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids, prior to award.

**Payment Terms: Net 30 days**

By (Signature):		Date:
Name (Printed):		Title:
Company Name:		
Address:		
Contact Information:	FAX:	Office:
	Cell/Mobile:	E-Mail:

### SAVINGS


(For internal information purposes only. Not a factor in award of this contract)

## SAVINGS

**(For internal information purposes only. Not a factor in award of this contract)**

Bidder is required to furnish the percent (%) savings in prices offered in this bid compared to prices that would be paid by the purchaser without benefit of a contract resulting from this bid.

BID PRICES OFFERED AVERAGE \_\_\_\_\_ % LOWER THAN:

 (CIRCLE ONE OF THE FOLLOWING NUMBERS)

1. Price that would be obtained without benefit of a contract resulting from this bid.
2. Manufacturer's current wholesale price list.
3. Other (specify) \_\_\_\_\_

## MINORITY /WOMAN/SMALL BUSINESS ENTERPRISE

**(For internal information purposes only. Not a factor in award of this contract except in the event of a tie bid as prescribed in the Authority's Purchasing Manual, Section 7.2, Tie Bid Preference)**

If you are a minority/woman and/or small owned business please complete the following. This information will assist us in identifying your minority/women and/or small owned business in our database.

This form is not intended to certify your firm.

**ETHNIC GROUP STATUS:** Specify the ethnic group and percentage of ownership of the person(s) who owns and controls (management & operational) 51% or more of the firm.

African-American	Male	_____ %	Asian-American	Male	_____ %
	Female	_____ %		Female	_____ %
Hispanic-American	Male	_____ %	Native-American	Male	_____ %
	Female	_____ %		Female	_____ %
Caucasian-	Female	_____ %			

### **DEFINITIONS:**

**African-American:** any black individual of the racial groups of Africa; **Asian-American:** persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, India, Pakistan, and Bangladesh; **Hispanic-American:** persons of Spanish or Portuguese culture including Mexico, South America, Central America, or the Caribbean Islands; **Native-American:** persons having origins in any of the original peoples of North America; **Caucasian Female:** women that are not included in the above categories.

Are you currently certified as a minority vendor with a government entity?      Yes    No

List agency(s) \_\_\_\_\_

(Please attach copy of certification certificate with your response with this bid/quotation.)

Comments: \_\_\_\_\_

**CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER**

**PURCHASE AND INSTALLATION OF BAHIA SOD  
AT SWA LANDFILLS  
SWA Quote No. 11-Q01/PF**

It is hereby made a part of this Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood, or acts of God that the Solid Waste Authority of Palm Beach County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which may threaten public health and safety, as determined by the Solid Waste Authority of Palm Beach County. Vendor/contractor agrees to rent/sell/lease all goods and services to the Solid Waste Authority of Palm Beach County or any other government entity as opposed to a private citizen, on a first priority basis. The Solid Waste Authority of Palm Beach County expects to pay a fair and reasonable price not to exceed those quoted in this bid for all products in the event of a disaster, emergency or hurricane. Vendor/contractor shall furnish a 24-hour phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

**X**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Title

**EMERGENCY/24 HOUR PHONE NUMBER(S):** \_\_\_\_\_

Office Phone Number: \_\_\_\_\_ Home Phone Number: \_\_\_\_\_

Beeper/Cellular Number: \_\_\_\_\_ **FAX Number:** \_\_\_\_\_

Nearest Branch Office Phone Number: \_\_\_\_\_

and Location: \_\_\_\_\_

Other out of Area Branch Office Locations and Phone Numbers: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DRUG-FREE WORK PLACE FORM**

**PURCHASE AND INSTALLATION OF BAHIA SOD  
AT SWA LANDFILLS  
SWA Quote No. 11-Q01/PF**

The undersigned vendor 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 violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in 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 893 or of any controlled substance law of the United State 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.

\_\_\_\_\_  
BIDDER'S SIGNATURE

\_\_\_\_\_  
DATE