

payment must have been previously approved by the Authority, and appear on the contract or purchase order document to be binding upon the Authority.

8. **DELIVERY:** Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.
 9. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.
 10. **INTERPRETATIONS:** All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the Authority in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing, and received by the Authority at least five (5) days prior to the Bid Opening. Inquiries shall be addressed to the Director of Purchasing Services. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders in the appropriate place on the Bid Form.
 11. **DISPUTES:** Any Bidder who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the Authority.
 12. **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 Authority. Further, all Bidders must disclose the name of any Authority employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.
 13. **LEGAL REQUIREMENTS:** Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

Preference shall be given to business with **Drug-Free Work Place (DFW)** programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Authority for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.
- Minority/Women/Small Business Enterprise (M/W/SBE)** Minority/Woman/Small Business enterprise indicates a business entity which is owned and operated by a minority or woman. Minority/woman/small business group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanic, Female, Native American, Asian-Pacific, Asian- Indian, and eligible others. An M/W/SBE wishing to participate in the Authority procurement process may contact Purchasing Services for information and assistance.
- PUBLIC ENTITY CRIMES** - Pursuant to F.S. 287.133, as amended: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
14. **BID EXEMPT:** Purchases shall not include items/services available at lower prices on other public entity or State of Florida contracts. The Authority reserves the right to bid separately any item/service if deemed to be in the best interest of the Authority.
 15. **AWARDS:** As the best interest of the Authority may require, at its sole discretion, the right is reserved to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award and to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a re-bid. Bidders are cautioned to make no assumption until the Authority has entered into a contract or purchase order. NOTE: Bid tabulations will be furnished upon written request which includes an enclosed, self-addressed, stamped envelope. The award recommendation will be posted for review by interested parties at Purchasing Services for a period of five (5) calendar days. Failure to file a written protest to the Director of Purchasing Services within the time prescribed in the AUTHORITY'S Purchasing Manual, Section 10, shall constitute a waiver of proceedings. It is the Bidder's sole responsibility to ascertain the time of posting of the award recommendation. This may be accomplished by telephone, FAX, E-Mail or other means deemed timely by the Bidder.
 16. **PROMOTIONAL PRICING:** In addition, bidder shall offer to the Authority during the contract period any item(s) offered on a "promotional" basis from the manufacturer. It will be the successful bidder's responsibility to monitor said item(s) and report any that are or will be offered at lower price.
 17. **EEO STATEMENT:** The Authority is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.
 18. **CONTRACTUAL AGREEMENT:** The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Palm Beach County, Florida.
 19. **GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Services at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The Authority reserves the

right to accept such alteration or to cancel the contract or purchase order at no further expense to the Authority.

20. **PATENTS AND ROYALTIES:** The Bidder, without exemption, shall indemnify and save harmless, the Authority, its employees and/or any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the Authority the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the Authority agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
 21. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the Authority.
 22. **ASSIGNMENT:** Any purchase order or contract issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the Authority, through Purchasing Services.
 23. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:** Bidder certifies that all material, equipment, services, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.
 24. **FACILITIES:** The Authority reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, with prior notice to determine that Bidder has a bona fide place of business, and is a responsible Bidder.
 25. **REPRESENTATION:** A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certify upon request.
 26. **DISQUALIFICATION OF BIDDER:** More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid for the same work will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection. This provision is not meant to prohibit submission of alternate bids in separate sealed envelopes.
 27. **ALTERNATIVES:** Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the bid.

The determination as to whether any alternate product or service is or is not equal shall be made by the Solid Waste Authority and such determination shall be final and binding upon all bidders.

Although the Authority provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the Authority. Such award may not necessarily be given to the lowest bid offered.
 28. **ADJUSTMENTS/CHANGES/DEVIATIONS:** No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the Authority's Purchasing Services. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.
 29. **INDEMNIFICATION:** Contractor agrees to protect, defend, indemnify, and hold harmless the Authority, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the Authority, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any acts or omissions of the Contractor, its employees, or agents, arising out of or connected with this Agreement. The Contractor shall not be required to indemnify the Authority or its agents, employees, or representatives, when an occurrence results solely from the wrongful acts or omissions of the Authority, or its agents, employees or representatives.
 30. **ANNUAL APPROPRIATIONS:** The Authority's obligation to pay under this contract is contingent upon annual appropriations.
 31. **PUBLIC RECORDS:** Upon award recommendation any material submitted in response to this invitation to bid will become a "public record" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes (Public Record Law). Bidders must claim the applicable exemptions to disclosure provided by law in their response to the Invitation to Bid by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Authority reserves the right to make any final determination of the applicability of the Public Records Law.
 32. **UNCONTROLLABLE FORCES:** Neither the AUTHORITY nor AWARDED BIDDER(S) shall be considered to be in default of this Bid/Contract/Purchase Order if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Bid/Contract/Purchase Order and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Bid/Contract/Purchase Order.
- NOTE:** ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SPECIAL TERMS AND CONDITIONS

RUBBER CUTTING EDGES SWA Bid No. 12-12/PF

33 PURPOSE

The purpose and intent of this Invitation to Bid is to establish firm prices for the purchase of **RUBBER CUTTING EDGES** in accordance with the specifications, terms and conditions stated herein.

34 BID SUBMITTAL

One (1) manually signed original and one (1) copy of the Bid must be sealed in one package. The Bidder's name, return address, date and time of Bid opening, the Bid number and title must be clearly annotated on the outside of the package. Bids not conforming to the instructions, terms and conditions provided herein may be subject to disqualification at the sole option of the Authority.

35 AWARD

Contractor will be awarded to the lowest and best Bid from a responsive, responsible Bidder, subject to the terms and conditions contained herein. Items in Lots as marked will be awarded by Lot. (A Lot is defined as an item with several parts labeled A and B with a total for the Lot.) Therefore, it is necessary for a Bidder to bid on every item in the particular Lot for which the Bidder submits a Bid in order to have a Bid considered. **It is also required that the Bidder carefully considers each item, and makes sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire Lot Bid will be disqualified. The technical description for the product entered on the Bid form must match the description exactly as it appears on the submitted product specification sheet with no deviation. If not, the Bid will be deemed non-responsive.**

36 CONTRACT PERIOD/EXTENSIONS

The successful Bidder shall be awarded a contract to supply the goods/services 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) year(s) on a year-to-year basis. Options for renewal will only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal will be subject to appropriation of funds by the Solid Waste Authority.

37 BUSINESS TAX RECEIPTS

In order to provide services specified in this bid, a current business tax receipt issued in Palm Beach County is required. This business tax receipt shall be issued for the services being bid herein. A

photocopy of the business tax receipt should be submitted with bid or within three (3) days of request.

38 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.

39 DELIVERY, TO BE NOTIFIED

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

40 FOB DESTINATION

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. It is anticipated that delivery location will be the Authority's Equipment Maintenance Facility, 6255 North Jog Road, West Palm Beach, FL 33412.

41 QUANTITY, EXPENDITURE ESTIMATED

The quantities shown are estimated. The Authority reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. During the term of the contract, the approximate expenditure will be \$68,000.00. This figure is an estimate only.

42 ESCALATION CLAUSE

The Solid Waste Authority acknowledges the fluctuating nature of prices for items specified. Accordingly an escalator/de-escalator clause will be accepted only under the following conditions. The Authority reserves the right to cancel Awarded Bidders contract and make award to the lowest responsive Bidder(s) if the Awarded Bidders price escalation changes their position as lowest responsive responsible Bidder(s). The Authority may, at its option, request price updates from any Bidder if awarded Bidder requests a price increase.

1. Price increase(s) and price decrease(s) comparable to documented manufacturer's price changes or changes in industry-related indices.

2. Receipt of proper written notification, to Purchasing Services, of all items affected by price increases/decreases no less than 21 days prior to the effective date, along with a written request for acceptance and stating the effective date of such changes.
3. Where all prices shall have remained firm a minimum of 90 calendar days after effective date of contract.
4. All prices increase(s) and decrease(s) to be approved by Director of Purchasing Services.

43 METHOD OF ORDERING, INDIVIDUAL OR BLANKET PURCHASE ORDER

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.

44 PAYMENT, PARTIAL BILLING NOT ACCEPTED PER ORDER

Partial billing will not be accepted. The Authority will pay 100% of the contract price for each order after all items have been delivered and accepted. Invoice must reflect purchase order number.

45 PERFORMANCE, RETURN FOR CREDIT

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

46 EQUIVALENTS

Products similar in design and equal in function and performance may also be considered. Alternate offers must include detailed specifications and/or descriptive literature. Please note Bidders offering equivalent items must meet the general design and style given for the "as specified" item.

47 CANCELLATION, WITH CAUSE

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 Bidder list for a period of up to 3 years.

48 CANCELLATION, WITHOUT CAUSE

The Authority reserves the right to cancel this contract without cause via **thirty (30)** days written notice.

49 RECYCLED / RECYCLABLE PREFERENCE

The Solid Waste Authority is required to: 1) eliminate procedures and specifications that discriminate against products made of recycled materials, 2) encourage the use of products made of recycled materials, and 3) encourage the use of recycled products and products that may be recycled or reused. If products(s) bid on this solicitation contain recycled material, please identify and state the percent of post-consumer material in the product. Please forward information on recycled products to Phillip Ford, Purchasing Services, 7501 North Jog Road, West Palm Beach, FL 33412, (561) 640-4000 ext 4528.

50 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.

51 INSURANCE REQUIRED, GENERAL, SERVICE, DELIVERY, ETC.

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 thirty (30) 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 \$500,000 per occurrence including products/completed operations.

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

Bodily Injury and/or	\$ 500,000 each occurrence
Property Damage	\$ 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".

52 PURCHASING AGENT

The contact person for this solicitation is Phillip Ford, Purchasing Supervisor, pford@swa.org. Bidders are advised that as of the deadline to submit Bids, all communications and correspondence concerning this Bid be in writing and addressed to Mr. Ford.

53 DRUG FREE WORK PLACE

Preference shall be given to businesses with Drug Free Work Place Programs. Whenever two or more firms are equal with respect to price, quality and services, preference shall be given in the award process to firms that certify their Drug Free Workplace program. Certification is to be provided on SWA'S Drug Free Workplace form included.

54 LOCAL PREFERENCE QUALIFICATION

In order to qualify for Local Preference, the firm must have had its headquarters or branch office located within Palm Beach County for a minimum of one (1) year. The firm must have been incorporated or legally begun business, being fully licensed, at least one (1) year prior to the issuance of the solicitation. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required and will be used to verify that the proposer had a permanent place of business one year prior to the issuance of the solicitation. Please note that in order to receive a local preference, the name and address on the Business Tax Receipt must be the same name and address that is included in the submittal to the Authority, and that the attached Business Tax Receipt must accompany the Bid at the time of Bid submission. Copies of licensure, leases of office space (or proof of ownership of office site) may be required by Authority staff as proof of compliance. The firm's office must be of a permanent nature not temporary or transient (i.e., mobile homes shall be without wheels and permanently affixed to the land). The firm's office shall be fully staffed with personnel including at least one of those assigned to the Authority's projects, office furniture, office equipment, and, if applicable, professional equipment/computers as required by the type of work to be performed. A site visit by Authority staff may be required to confirm local presence. The firm will be required to maintain said office, or other Authority approved offices, for the entire term of the contract. Failure to submit this information will cause the firm not to be qualified under this Section to receive a local preference. The Authority may require a firm to provide additional information for clarification purposes at any time prior to the award of the contract.

55 PREFERENCE APPLICATIONS

A Bidder who meets the qualifications for Local Preference and whose Bid is within 5% of the low Bidder who does not meet those qualifications, may be granted an opportunity to offer a best and final Bid along with the low Bidder and any other Bidder(s) whose Bid amount is equal to or less than the highest local Bidder within 5% of the low Bid. Contract will be awarded to the lowest best and final Bid; in case of a tie for the lowest best and final Bid the contract will be awarded to the lowest best and final Bid offered by the local Bidder. Ties between local Bidders will be determined by a coin toss.

56 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 Authority 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 Bids.

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 Authority employees and the intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and any Authority employee, or any written correspondence at any time with any Authority 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.

57 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, Ordinance (OIG) No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The Solid Waste Authority (Authority) has entered into an Interlocal Agreement (ILA) for Inspector General Services. This agreement provides for the Inspector General to provide services to the Authority in accordance with the authority,

functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the Authority and receiving Authority funds shall fully cooperate with the Inspector General including providing access to records relating to this Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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TECHNICAL SPECIFICATIONS

**RUBBER CUTTING EDGES
SWA Bid No. 12-12/PF**

The purpose of this solicitation is to establish a contract for the purchase of **RUBBER CUTTING EDGES** for the Solid Waste Authority of Palm Beach County.

WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM

A. Type of Warranty Coverage Required

The vendor should provide a copy of its written warranty certificates with its bid or within three (3) days of request. Failure to meet this requirement may result in the offer being deemed non-responsive. The warranty supplied by the vendor shall remain in force for the full period identified by the vendor; regardless of whether the vendor is under contract with the Authority at the time of defect. Any payment by the Authority on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The vendor shall be responsible for promptly correcting any deficiency, at no cost to the Authority, within fourteen (14) calendar days after the Authority notifies the vendor of such deficiency in writing. If the vendor fails to satisfy the warranty within the period specified in the notice, the Authority may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another source and charge the vendor for any additional costs that are incurred by the Authority for this work or items; either through a credit memorandum or through invoicing.

C. Rubber Edge Separation from Mounting Plate

The vendor's written warranty shall address its warranty or adjustment policy if the rubber edge separates from the mounting plate.

Two main edges used by SWA are:

- 126 inch with 1 inch by 4 inch hardware (20 bolts per edge)
- 96 inch with ¾ inch by 4 inch hardware (10 bolts per edge)
- Freight must be included. A minimum of 12 edges will be ordered by SWA to reduce freight costs for vendor.
- Estimated Annual Use of 126 inch edge - 45 each
- Estimate Annual Use of 96 inch edge - 6 each

Bidder

Company _____ Signature _____

SWA 12-12/PF

TEC-1 of 2

	Comply		
	Yes	No	If No, Explain
The cutting edge must be made with chunk and abrasion resistant rubber in a solid piece. Cut-up, used tires are not acceptable for this application. The edge must be designed as a universal fit cutting edge.	_____	_____	_____
Cutting Edges shall not exceed three sections per total length of cutting edge.	_____	_____	_____
Cutting Edge shall be a minimum of five (5) inches useable rubber not including the top mounting plate.	_____	_____	_____
Cutting edge shall be twelve (12) inches wide at top mounting plate and widened to fifteen (15) inches where bottom of edge meets floor surface.	_____	_____	_____
Cutting Edge must be reversible.	_____	_____	_____
Mounting Hardware must be included with cutting edge including slide in fasteners and bolts. Bolts must be manufactured as cutting edge bolts. All lock washers and nuts must also be included to complete job.	_____	_____	_____

Bidders must complete, sign, and return all technical specifications pages with their bid. Failure to comply with this requirement may be cause for rejection of that bid.

BID PROPOSAL FORM

RUBBER CUTTING EDGES

SWA Bid No. 12-12/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 **BID NO. SWA 12-12/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.

LOT #1

A. Rubber Cutting Edges - 126 inch with mounting hardware \$ _____

Manufacturer: _____

B. Rubber Cutting Edges - 96 inch with mounting hardware \$ _____

Manufacturer: _____

TOTAL of Lot 1 (A – B all inclusive) \$ _____

Informational purposes ONLY. Will not be considered in Award.

Rubber Cutting Edges - Price per inch \$ _____

Product specification sheet included? Yes___ No___

Is the Drug-Free Workplace Form attached? Yes___ No___

Is warranty 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:

Bidder (Company) _____ Signature _____

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? _____

With what agency(s) _____

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

Comments: _____

Bidder (Company) _____ Signature _____

DRUG-FREE WORK PLACE FORM

**RUBBER CUTTING EDGES
SWA Bid No. 12-12/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

CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

**RUBBER CUTTING EDGES
SWA Bid No. 12-12/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: _____

