

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. Inquires shall be addressed to the Assistant Director, Purchasing Services and Asset Management Section. 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 Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MBE wishing to participate in the Authority procurement process may contact the Purchasing Services Section 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 Assistant 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 and Asset Management Section 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 the Purchasing Services and Asset Management Section.
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 bone 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 and Asset Management Section. 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 or ten (10) days after bid opening, whichever is earlier, 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
ELECTRICAL SERVICES
Bid No. 09-11/PF

33 **PURPOSE**

The purpose of this solicitation is to establish a contract to obtain firm prices for electrical services at the Solid Waste Authority of Palm Beach County facilities on an as needed basis.

34 **METHOD OF AWARD TO VENDOR(S) BASED ON THE TOTAL WEIGHTED HOURLY RATE**

Award of the contract will be made to the two (2) lowest priced responsive responsible vendor(s) based on the total lowest weighted regular hourly labor rate. The vendor offering the lowest such rate shall be designated as the primary vendor and shall be given the first opportunity to perform electrical services. If the primary contractor cannot respond to a service request within the time stipulated in their bid response, the secondary vendor will be contacted to perform the required work. More than two (2) occurrences of failure to respond in a timely manner shall be deemed as a default of contract. (See Special Terms and Conditions, Item #42 "Right to Terminate").

For bid evaluation purposes, the Journeyman hourly rate weight factor shall be 75%, the Apprentice weight factor shall be 15% and the helper weight factor shall be 10%.

The Authority reserves the unqualified right, in the Authority's sole and absolute discretion, to reject any and all bids, to waive any irregularities, or to accept the Bid which, in the Authority's judgment, will under all circumstances, best serve the public's interest.

35 **OPTION TO RENEW FOR TWO (2) ADDITIONAL YEAR(S) (With Price Adjustment)**

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from January 27, 2009 through January 26, 2010. Prior to completion of that initial term, the Authority shall have the option to renew this contract for an additional two (2) years period on a year-to-year basis. Prior to completion of each exercised contract term, the Authority may consider an adjustment to the hourly rates based upon the percentage change in the Average Hourly Earnings of Production Workers in Other Services, not seasonally adjusted, as published by the Bureau of Labor Statistics of the U.S. Department of Labor (Series ID CEU 8000000006).

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. All adjustment shall be based on the percentage change in the Index over the twelve (12) month period ending the preceding calendar quarter.

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.

36 **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 Bidder's proposal or within three (3) days of request:

- 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.

Failure to submit the above requested information with bid or within three (3) days of request 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.

Note: The incumbent is exempt of the requirements of Section #36.

37 **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 Brian Fuente at 561-685-9103.

38 **CERTIFICATION**

Vendor must hold a Certificate of Competency issued by the Palm Beach County Construction Industry Licensing Board or a license issued by the State of Florida and a current Business Tax Receipt for Palm Beach County. A copy of certificate/license and Business Tax Receipt must be submitted with bid, and must be in the name of the Bidder shown on the Bid Proposal Page.

39 **LICENSES AND PERMITS**

It shall be the responsibility of the successful bidder to obtain any and all licenses and permits required to complete this contractual service. A copy of these licenses and permits shall be submitted to the Authority prior to commencement of work. The Authority will reimburse permit fees. Documentation must be provided.

40 **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.

41 **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 three (3) business days to correct all deficiencies. Failure to remedy such deficiencies within the time stated shall result in immediate cancellation. Cancellation in this manner may result in suspension of the Contractor from the bidders list for a period of up to 3 years.

42 **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.

43 **CODES AND REGULATIONS**

The vendor must strictly comply with all Federal, State and local building and safety codes.

44 **INVOICE INFORMATION**

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

1. Purchase Order or Blanket Order Number.
2. Bid Number and Lot.
3. Itemized labor cost per bid rate(s), if applicable.
4. Itemized parts cost per bid price, if applicable.
5. Indication of list price, discount and discounted price if applicable.
6. Safety check/Time sheet log. "Attachment A".

45 **EXPENDITURE**

No guarantee as to the dollar amount of this bid is implied or given. The estimated expenditure for fiscal year is \$120,000.00.

46 **PAYMENT**

Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Invoice must reflect purchase order number.

47 **WARRANTY**

The successful Bidder shall fully warranty all services furnished hereunder against defect in materials and/or workmanship for a period of twelve (12) months from date of acceptance by the Authority. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the Authority, immediately upon written notice from the Director of Purchasing Services.

48 **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.

49 **CONTRACTOR RESPONSIBILITY**

The Bidder shall be responsible for the protection of property, in the areas in the vicinity of the project; and 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). Contractor shall keep on the job site at all times during its progress a competent English speaking resident superintendent, who shall not be replaced without written notice to Owner, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of Contractor.

50 **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 negligent acts or omissions of the Contractor, its employees, or agents, arising out of or connected with this Agreement. The Contractor shall not be require 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.

51 **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.

52 **AREA REPRESENTATIVE**

Bidder must indicate in space provided on the Bid Proposal Form, the name, address, and phone number of the vendor representatives who will make periodic scheduled visits to the project and who will be available upon request to resolve billing and service problems.

53 **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 \$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	\$ 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".

54 **CANCELLATION, WITHOUT CAUSE**

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

TECHNICAL SPECIFICATIONS
ELECTRICAL SERVICES
Bid No. 09-11/PF

Purpose

The purpose of this specification is to describe the work required for **electrical services** at the Solid Waste Authority of Palm Beach County facilities.

Description of Work

The work shall include, but not necessarily be limited to the following:

1. Repairs and maintenance to 120, 240 and 480 volt electrical systems, including initial wiring and conduit placement and repairs to existing wiring.
2. Testing circuit breakers.
3. Repairs to electrical pumps.
4. Repairs to electrical timers.
5. Repairs to lighting systems.
6. All other repairs and maintenance to low voltage electrical systems.
7. New installations, material and labor at any designated SWA site.

Performance

All work shall be performed on a time and material basis when and as directed by authorized personnel of the Solid Waste Authority. The Authority requires a verbal estimate prior to beginning any service work and a written estimate prior to beginning any job with a total cost in excess of \$5,000.00. **Written or verbal estimate shall be provided within 24 hours or one (1) working day.** Written estimates will be broken down by labor hours and material or equipment cost.

1. Hourly rates for personnel shall commence upon arrival at site. No travel time shall be reimbursed by the Authority.
2. Some materials may be furnished by the Authority. All other materials will be furnished by contractor on the basis of actual cost plus a markup as bid. Supporting cost documentation must be supplied with the invoice for material cost in excess of \$500.00 for reimbursement by the Authority. Approval must be made in writing by authorized Authority personnel prior to purchase of materials. Such materials shall become the property of the Authority.
3. The Authority will pay up to the one (1) hour rate for each requested estimate and/or service call when the actual time spent on the call is less than one (1) hour.
4. Contractor's staff upon arrival at SWA facility shall have the site supervisor or designee initial acknowledgement of arrival time and shall have supervisor or designee sign acknowledgement of departing time on "Attachment A" Safety Check/Time Sheet log.

Bidder (Company) _____ Signature _____

Response Time

Contractor shall provide hourly rates for each of the following response times:

1. **Routine Service:** Whenever normal operations of an Authority site are not effected. Work to be accomplished during normal hours (7:00 AM through 5:00 PM, Monday through Friday). **Response time to be within 24 hours of request.**
2. **Emergency Service:** Whenever lives and/or property are at risk or the normal operation of an Authority site are affected. **Response time is to be within 1 1/2 hours of request, 24 hours a day, 7 days a week.** Emergency labor rates shall be 1 1/2 times routine service rates. Valid (up-to-date) phone contact numbers and/or pager numbers must be provided to insure easy contact with Contractor on a 24-hour basis.
3. **Premium/Holidays:** Work to be accomplished after the Authority’s normal business hours on Saturdays, Sundays and Holidays. **(Response time to be within six (6) hours of request.)** Holiday rates go into effect on the holidays observed by the Authority. Currently these holidays are honored by the Authority: New Year’s Day, Martin Luther King’s Birthday, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving & Day after, Christmas Day & Day before or after.

Equipment

Contractor shall provide a complete list and description of all equipment available to provide the required service. All equipment needed to perform the required work shall be furnished by the contractor at no additional cost to the Authority. The only exception to this provision will be the hiring of specialized equipment as required to complete a project. They must in all cases obtain prior approval from the Authority if rental equipment is needed.

The Authority may at their discretion provide the contractor with any materials or specialized equipment as needed.

Service Procedure

Requests for service will be coordinated through the Authority's Facilities Maintenance Department. A written estimate must be submitted for each project with estimated cost in excess of \$5,000.00.

No Guarantee of Amount of Work

The bidder should fully understand that the Authority does not, hereunder, contract to do any specific amount of work during the contract period. The Authority reserves the right to modify or terminate repair or installation schedules at their discretion.

Bidder (Company) _____ Signature _____

Character of Workmen and Equipment

All equipment and workmen provided by the contractor for the work hereunder, shall be the best available for the kind of work being performed. Any person employed by the contractor whom the Authority may deem temporarily or permanently incompetent or unfit to perform the work, shall under written instruction of the Authority be removed from the job, and such person shall not again be employed on the work. Failure by the contractor to provide adequate equipment may result in annulment of this contract as herein provided.

Facilities Description

The Authority's facilities consist primarily of, but not limited to, the following:

1. Administration Building located at 7501 North Jog Road, West Palm Beach, FL 33412
2. Maintenance Building located at 6255 North Jog Road, West Palm Beach, FL 33412
3. Resource Recovery Plant Scale house located at 6895 North Jog Road, West Palm Beach, FL 33412
4. North County Disposal Site Landfill Scale House located at 6330 North Jog Road, West Palm Beach, FL 33412
5. Utility Plant located at 6329 North Jog Road, West Palm Beach, FL 33412
6. Household Hazardous Waste Facility located at 6161 North Jog Road, West Palm Beach, FL 33412
7. South County Transfer Station and Scale House located at 1901 SW 4 Avenue, Delray Beach, FL 33444
8. Central County Transfer Station and Scale House located at 1810, Lantana Road, Lantana, FL 33462
9. North County Transfer Station and Scale House located at 14185 North Military Trail, Jupiter, FL 33458
10. West Central Transfer Station and Scale House located at 9743 Process Drive, Royal Palm Beach, FL 33411
11. Facilities located at Lantana Landfill, 9011 West Lantana Road, Lantana, FL 33467
12. Belle Glade Transfer Station located at 1701 State Road 15, Belle Glade, FL, 33430
13. Various Buildings and Office Trailers operated by The Authority throughout Palm Beach County.
14. Compost Facility located at 5890 and 5920 North Jog Road, West Palm Beach, FL 33412
15. Commercial Materials Recycling Facility 6550 North Jog Road West Pal Beach FL 33412

Bidder (Company) _____ Signature _____

Facilities Description cont'd

- 16. Visitor Center, 6501 North Jog Road, West Palm Beach FL 33412
- 17. Recycling Warehouse, 9401 Process Drive, Royal Palm Beach FL 33411

Laws to be Observed

In the prosecution of this contract, the contractor shall exercise care to see that all Federal, State, County and Municipal laws, ordinances or regulations are observed, both by himself and his/her direct or indirect employees. He shall take reasonable care at all times to insure that proper protection of personnel involved is provided.

Bidder (Company) _____ Signature _____
09-11/PF

BID PROPOSAL FORM
ELECTRICAL SERVICES
Bid No. 09-11/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. 09-11/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	Job Classification	Classification				Evaluated Price
		Normal Rate/ Hour		weight factor of price		
A	Journeyman (to include fully equipped service truck with small tools)	\$ _____	X	.75	=	\$ _____
B	Apprentice	\$ _____	X	.15	=	\$ _____
C	Helper	\$ _____	X	.10	=	\$ _____
TOTAL weighted price for Lot 1 (A – C inclusive)						\$ _____

Additional information:

2	Emergency Rate/Hour	\$ _____
3	Premium Holidays Rate/Hour	\$ _____
4	Markup for Materials - (Documentation shall be supplied by vendor prior to release for payment for material costs in excess of \$500.00 per job)	Cost Plus % _____ %
5	Markup for rental Equipment	Cost Plus % _____ %

COMPLY
YES NO EXPLAIN

Normal Service: Within 24 hours of request
(Shall be defined as Monday-Friday 7:00 AM thru 5:00 PM) _____

Emergency Service
(Shall be defined as work to be accomplished after the Authority's normal business hours Monday-Friday 7:00 AM-5:00 PM or for Emergency service request as specified on Page TEC-2. Shall be 1 1/2 times normal rates.) _____

Premium/Holidays
(Shall be defined as work to be accomplished after the Authority's normal business hours on Saturdays, Sunday and Holidays.) _____

Bidder(Company) _____ Signature _____
SWA 09-11/PF BFM-1

Was Visual Inspection made, per Term and Condition #37 page STC-2? Yes _____ No _____

Are license information and copies of licenses included? Yes _____ No _____

Is Qualification of Bidders information included per Term and Condition #36 page STC-2? Yes _____ No _____

Is the Drug-Free Workplace Form attached? Yes _____ No _____

Is the Conditions for Emergency/Hurricane or Disaster form attached? Yes _____ No _____

AREA REPRESENTATIVE:

Name (Printed):		Office FAX:
Title:		Office Phone:
Address:		Cell Phone:
		E-Mail:

LICENSE INFORMATION:

Qualifying Agent (s):		
Classifications:		
Certifications:		

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 and/or women 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.

Please circle: Are you currently certified as a minority vendor with a government entity? Y N
With what agency(s) _____
(If yes, attach a copy of certification certificate with your response with this bid/quotation.)

Comments: _____

Bidder(Company) _____ Signature _____



Safety Check/Time Sheet One for Each Employee

Solid Waste Authority

SWA Location: _____

Date		Company/Employee Names	Task	IN (AM/PM)	SWA Initial	Out (AM/PM)	Hours	SWA Authorized Signature
Monday								
Tuesday								
Wednesday								
Thursday								
Friday								
Saturday								
Sunday								

FAILURE TO HAVE THIS LOG SIGNED BY AUTHORIZED SWA STAFF SHALL FORFEIT PAYMENT. A COPY OF THIS LOG SHALL ACCOMPANY PAYMENT INVOICE.

DRUG-FREE WORK PLACE FORM

ELECTRICAL SERVICES

Bid No. 09-11/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

**ELECTRICAL SERVICES
Bid No. 09-11/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

2- EMERGENCY/24 HOUR PHONE NUMBER(S) required

: _____ :

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:
