

SUBMIT BID TO:

Solid Waste Authority of Palm Beach County
 Attn: PURCHASING
 7501 North Jog Road
 West Palm Beach, Florida 33412



PURCHASING DEPARTMENT CONTACT:
 Laurie Odum
 Telephone: 561 640-4000, ext 4524

INVITATION TO BID

Bidder Acknowledgment

Bid Title: **Purchase of One (1) Track Dozer with Waste Disposal
Guarding 105,000 lb.**

Bid No.: **SWA 09-16/PF**

Bid must be received no later than 2:00 PM, MARCH 18, 2009, at which time bids will be opened.

Bidder Name:		Fed. ID No. or SS Number:	
Mailing Address: Street:		Toll Free Telephone Number:	e-Mail Address:
City:	State	ZIP	Office Number: () FAX:
Is Vendor a Certified Minority? Yes No		Certified or Cashier's Check is attached, when required, in the amount of \$	
Agencies Certified with:		If returning as a "NO BID", state reason:	
Delivery: _____ calendar days ARO			

ANTI-COLLUSION: The signed bidder certifies that he or she has not divulged, discussed or compared his or her bid with other bidders and has not colluded with any other bidder or parties to a bid whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists(s).

X _____

Authorized Signature (Manual)

Authorized Name (Typed)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

It is your sole responsibility to ensure that you receive every page of the bid document and that you check the Purchasing web page @ swa.org for any addenda to the bid document. These addenda may contain critical information that directly affects how an item should be bid. Failure to account for these addenda will most likely result in rejection of your bid submittal as non-responsive. The Authority provides this web site as a courtesy only and assumes no direct or implied responsibility for omissions which materially affect your bid submittal. Note: Responses to solicitations cannot be submitted to the Authority electronically.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

THE AUTHORITY WILL ENDEAVOR TO SEND ANY ADDENDA TO ALL PROSPECTIVE BIDDERS ON RECORD. HOWEVER, IT IS THE BIDDERS SOLE RESPONSIBILITY TO ASCERTAIN, BY CONTACTING THE AUTHORITY'S PURCHASING SERVICES NO LESS THAN FIVE (5) CALENDAR DAYS PRIOR TO THE BID OPENING DATE, WHETHER ANY ADDENDA TO THIS BID HAVE BEEN ISSUED, AND TO SUBMIT ANY AND ALL SUCH ADDENDA PROPERLY ACKNOWLEDGED WITH THE BID RESPONSE. THE AUTHORITY WILL NOT ISSUE ADDENDA, OTHER THAN A DELAY IN BID OPENING DATE, WITHIN FIVE (5) CALENDAR DAYS OF BID OPENING.

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. Bidder shall provide one (1) original and one (1) photo-copy of the bid submittal. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Forms shall be rejected. By submitting a bid the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Submittal of a bid in response to this Invitation to Bid constitutes an offer by the Bidder. Bids which do not comply with these requirements may be rejected at the option of the Authority.

- EXECUTION OF BID:** Bid must contain a manual signature, in ink, of an authorized, representative, who has the legal ability to bind the Bidder in contractual obligations. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink.
- NO BID:** If not submitting a bid, please respond no later than the bid opening date and time, by returning the Acknowledgment, noting the reason in the space provided. Failure to respond 3 times in succession without justification may be cause for removal of the Bidders name from the mailing list.
- BID OPENING:** Shall be public, at the Authority's Administrative Offices located at:
 7501 North Jog Road
 West Palm Beach, Florida 33412
 on the date and at the time specified on the Invitation to Bid. The bid opening may be delayed if, at the sole discretion of the Authority, it is considered to be in the Authority's best interest. Under no circumstances shall bids delivered after the bid opening has begun be considered, such bids will be returned unopened. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids.
- TAXES:** The Authority is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The Authority's exemption number is on the face of the purchase order. The Manager of Purchasing will provide an exemption certificate to the successful Bidder. Vendors or contractors doing business with the Authority shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Authority nor shall any Vendor/Contractor be authorized to use the Authority's Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the Authority.
- DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.
- MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.
- INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:
 - A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to:
 Solid Waste Authority of Palm Beach County
Attn: Accounts Payable
 7501 North Jog Road
 West Palm Beach, FL 33412
 - All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated Authority employee or authorized agent; be clearly marked as "partial", "complete" or "final" invoice. The Authority will accept partial deliveries.
 - The invoice shall contain the Bidder's Federal Employer Identification number.
 - The Authority's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other terms of 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. 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 and/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 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 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

**Purchase of One (1) Track Dozer with Waste Disposal Guarding 105,000 lb.
SWA BID NO. 09-16/PF**

33 **PURPOSE**

The purpose and intent of this Bid is to obtain a firm price for the purchase of one (1) new, unused, latest design Track Dozer with Waste Disposal Guarding 105,000 lb. Options and/or special attachments supplied by vendor other than equipment manufacturer are only to be installed with the knowledge and documented approval of equipment manufacturer.

34 **AWARD, ALL OR NONE,**

Award will be made on an "All-or-None Total Offer" basis.

35 **METHOD OF ORDERING (Purchase Order)**

THIS IS A ONE-TIME PURCHASE.

Items shall be ordered via individual purchase order. Invoices must be submitted against each individual purchase order.

36 **EQUIPMENT PARTS AVAILABILITY, 5 YEARS**

For a minimum of five (5) years after the date of purchase, awarded Bidder guarantees delivery of all normal wear parts within ten (10) working days of placement of order. Normal wear parts shall include all components of the hydraulic, fuel, electrical and lubrication systems. It shall also include normal wearing components of the engine and drive train, i.e.: piston rings, gaskets, bearings, seals, clutch components, injectors, spark plugs, etc. If the equipment has a track drive system, normal wear parts will include all undercarriage and track components. All other parts must be delivered within thirty (30) days of placement of the order.

37 **QUALIFICATION OF BIDDERS, EQUIPMENT SALES**

This bid shall be awarded only to a responsible bidder, qualified to sell and service the equipment specified. The bidder shall submit the following information with his proposal or within three(3) days of request:

- A. Experience record showing the bidder's training and experience in selling and servicing similar equipment.
- B. List and brief description of similar equipment sold within the last year with location, dates of contracts, names and addresses of owners.
- C. Description of service, facilities and dollar value of repair parts inventory you stock for the equipment bid.

Failure to submit the above requested information, 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.

38 **F.O.B. POINT, DELIVERED, MAINTENANCE**

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 Maintenance Facility at 6255 North Jog Road, West Palm Beach, FL 33412.

39 **DELIVERY, DAYS ARO, DEFAULT**

Delivery is requested within ninety(90) calendar days after receipt of purchase order(ARO). Bidder must indicate delivery days ARO on the Bid Proposal Form.

If said Bidder shall neglect or fail or refuse to furnish and deliver the equipment within time specified in their bid response, then said Bidder does hereby agree, as part consideration for the awarding of this contract, to pay to the Authority the sum of \$200.00 each calendar day for the period from the required scheduled delivery date until delivery and acceptance of units is completed.

If the vendor is delayed in the completion of his work by reason of unforeseeable causes beyond his control, and without fault or negligence, including, but not restricted to acts of God, the period specified in the bid response for the completion of delivery may be extended by such time as shall be approved in writing by Purchasing Services.

The vendor shall, within seven (7) calendar days from the beginning of such delay, notify Purchasing Services in writing of the cause(s) of the delay.

40 **PAYMENT, PARTIAL BILLING NOT ACCEPTED**

Partial billing will not be accepted. The Authority will pay 100% of the contract price after all items have been delivered and accepted. Invoice must reflect purchase order number. Delivery will not be considered complete until all required manuals, parts lists and spare parts, if applicable, have been delivered and accepted.

41 **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 bidders list for a period of up to 3 years.

42 **CANCELLATION, WITHOUT CAUSE**

The Authority reserves the right to cancel this contract without cause via 6 month written notice.

43 **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.

44 **EVALUATION DEMONSTRATION**

Inspection and demonstration may be required to facilitate evaluation of the equipment. If required, equipment is to be set-up, inspected, tested and demonstrated at a site within Palm Beach County at no charge with seven (7) calendar days upon notification by the Authority. The minimum demonstration period will be one complete eight (8) hour day of operation.

45 **EQUIPMENT, NEW, COMPLETE, ABLE TO SERVICE AND SUPPLY PARTS**

- A. **The scope** of these specifications is to insure the delivery of a complete unit ready for operations. Omission of any essential detail from these specifications does not relieve the supplier from the furnishing of a complete unit.

- B. **All equipment** must be new, of current manufacturer in production at the time of bid opening, and carry one (1) year standard warranty. At least two complete operation and maintenance manuals, shop repair manuals and parts list must be furnished with each type of equipment at the time of delivery. The successful bidder must service all equipment prior to delivery.

- C. **Responses** will be considered only on equipment which can, on short notice, be serviced and maintained by the bidder. The bidder must maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay.

46 **WARRANTY SERVICE/REPAIR, FOR SPECIFIED PERIOD**

Seller must agree to cover the cost of parts, labor and transportation required for warranty repairs to equipment as well as the cost to provide replacement equipment for a minimum of one (1) year or 2500 hours, whichever comes first, after delivery and acceptance of equipment. Warranty shall not apply to equipment failure which is the result of misuse or neglect on the part of the Authority.

No travel time or mileage will be allowed for warranty repairs work. When the successful vendor performs work at the SWA, the vendor's billable hours will not accrue until the vendor arrives at the SWA facility and begins working on the machine.

Seller shall have 72 hours from initial phone notice of equipment failure to return the equipment to 100% service or provide replacement equipment. Should the seller fail to repair the equipment or provide a replacement within 72 hours of original notice they agree to reimburse the Authority the full cost of required repairs and rental of replacement equipment

47 **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 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	\$ 1,000,000 each occurrence
Property Damage	\$ 1,000,000 aggregate
	or
Combined Single Limit	\$ 1,000,000 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 than \$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".

48 **BID SUBMITTAL**

One (1) manually signed original and one (1) photocopy 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.

TECHNICAL SPECIFICATIONS

**Purchase of One (1) Track Dozer with Waste Disposal Guarding 105,000 lb.
 BID No. 09-16/PF**

The purpose and intent of this Bid is to obtain a firm price for the purchase of one (1) new, unused, latest design Track Dozer with Waste Disposal Guarding 105,000 lb.

These specifications are to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the supplier from the furnishing of a complete unit to the Authority.

Bidder is to furnish descriptive literature, complete specifications and all other necessary data on the equipment they propose to furnish. Should Bidder's response to Technical Specifications below conflict with manufacturer's specifications, literature, and/or any type of manufacturer data sheet or work sheet submitted with the bid, these specifications shall take precedence unless the Authority determines, at its sole discretion, that acceptance of manufacturer's specification submitted is clearly in it's best interest. These specifications shall be construed as minimum. Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and shall be furnished. All equipment must be new, of current manufacturer. The successful Bidder must service all equipment prior to delivery.

Any additions, deletions, or variations from the following specifications must be noted. Bidder must place a check mark next to either "Yes" or "No" for all specification components below, indicating Bidder's compliance or non-compliance, respectively. All non-compliance must be explained.

		<u>COMPLY</u>		IF NO, EXPLAIN
		YES	NO	
1. Engine:	Diesel 410 Net FWHP(flywheel horsepower)Turbocharged. Water-cooled.	___	___	_____
2. Transmission:	Planetary powershift with 3 forward and 3 reverse gears.	___	___	_____
3. Tracks/Undercarriage:	Oscillating equalizer bar & pivot shaft.	___	___	_____
	Extreme service shoes.	___	___	_____
	Grouser height 3-1/2".	___	___	_____
	Track shoes with trapezoidal center holes.	___	___	_____
	Track shoes 30" wide.	___	___	_____
4. Cab:	FOPS, ROPS sound suppressed with heater.	___	___	_____
5. Standard Equipment: (No additional cost)				
	Heavy-duty batteries.	___	___	_____
	24 Volt.	___	___	_____
	Minimum 75-AMP alternator.	___	___	_____
	AM/FM radio.	___	___	_____
	Muffler with raincap.	___	___	_____
	R134A Air conditioning ROPS mounted.	___	___	_____
	AFEX Fire suppression system.	___	___	_____
	Heavy duty backup alarm.	___	___	_____
	Hourmeter	___	___	_____
	Quick disconnect on engine oil pan for oil changes (Part #1P7919 coupler)	___	___	_____

Bidder Company _____ Signature _____
 SWA BID No. 09-16/PF TEC-1 of 2

		<u>COMPLY</u>		IF NO, EXPLAIN
		YES	NO	
6.	Waste handling Arrangement:			
	Modular Radiator with trash guard.	_____	_____	_____
	Hydraulic oil cooler.	_____	_____	_____
	Transmission cooler.	_____	_____	_____
	Hydraulic, reversible radiator fan thermostatically controlled.	_____	_____	_____
	Hinged radiator grill guard.	_____	_____	_____
	Counterweight with drawbar in lieu of ripper.	_____	_____	_____
	Work lights (6 front, 4 rear minimum)	_____	_____	_____
	Belly guards.	_____	_____	_____
	Engine side and hood guards.	_____	_____	_____
7.	Blade:			
	Minimum 43 cubic yard with trash rack.	_____	_____	_____
	Dual tilt U dozer blade.	_____	_____	_____
	Hydraulic controls for dual-tilting blade.	_____	_____	_____
8.	Manuals or CDs:			
	Two sets of operational manuals.	_____	_____	_____
	Two sets of maintenance manuals.	_____	_____	_____
	Two sets of parts manuals.	_____	_____	_____
	Engine manuals if not supplied in the maintenance manuals.	_____	_____	_____
	Software MUST be licensed to make changes and mechanical settings required to diagnose and service machine equal to the local authorized service center.	_____	_____	_____
9.	Training:			
	Training to be provided for each of the following at no cost to the Authority including a minimum of 2 hours of operator training.			
	Training will be provided with a Factory Rep at SWA.			
	Training will be a minimum of 24 hours for six people for each area.			
	1) Electronic engine control devices - factory rep.			
	No previous training to be considered.			
	Maintenance training to be scheduled with Matt Chapman at (561) 687 - 2991.	_____	_____	_____
12.	Warranty :			
	Must be 12 month/ / 2500 hours on the entire machine.	_____	_____	_____
	OPTION : 24 month/ / 4000 hours on the entire machine.	_____	_____	_____

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.

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: _____

CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

Purchase of One (1) Track Dozer with Waste Disposal Guarding 105,000 lb.

SWA Bid No. 09-16/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 of One (1) Track Dozer with Waste Disposal Guarding 105,000 lb.
SWA Bid No. 09-16/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