

**SUBMIT BID TO:**

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



# INVITATION TO BID

Bidder Acknowledgment

**PURCHASING DEPARTMENT CONTACT:**

Laurie Odum  
 Telephone: 561 640-4000, ext 4524

Bid Title: **95-Gallon Semi-Automated Recycling Containers**

Bid No.: **SWA 09-18/JP**

**Bid must be received no later than 2:00 PM, April 16, 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
- 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.
- 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 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**

### **95 GALLON SEMI-AUTOMATED RECYCLING CONTAINERS BID NO. SWA 09-18/JP**

#### **33 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.

#### **34 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.

#### **35 EXTENSION**

The successful bidder shall be awarded a contract to supply the goods/services for twelve (12) months with options to renew the contract for two (2) additional twelve (12) month periods. Options for renewal will only be exercised upon mutual written agreement and with all original terms, discounts, conditions and unit prices adhered to with no deviations, except as allowed in the "Equitable Adjustment", if any. Any renewal will be subject to appropriation of funds by the Solid Waste Authority.

#### **36 EQUITABLE ADJUSTMENT**

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

37 **EQUIVALENTS, SAMPLE**

Samples of containers may be requested for evaluation purposes. Samples must be free of charge and will be returned at Bidder's expense upon request after award.

NOTE: All samples must be identified by vendor name and bid number.

38 **F.O.B. POINT, DELIVERED, RECYCLING FACILITY**

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 Recycling Collections Storage Facility, 9401 Process Drive, West Palm Beach FL 33411. Containers shall be shipped nested and partially assembled.

39 **INFORMATION AND DESCRIPTIVE LITERATURE, ALTERNATE TO ITEM SPECIFIED**

Bidders must furnish all information requested and in the space provided on the bid form, if any. Further, each bidder offering an alternate other than the brand(s) specified must submit with his proposal, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements shall be subject to rejection.

40 **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.

41 **QUANTITY, ESTIMATED**

The quantities shown are estimated. The Authority reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. We anticipate Purchasing 2,000 units during the initial contract period.

42 **WARRANTY**

All containers and hardware furnished shall be unconditionally warranted for a period of ten (10) years against defects including, but not limited to: cracking, chipping, peeling, distortion, failures at attachment, weathering degradation, defective or insufficient material, poor material workmanship on the part of the manufacturer and lowered ultraviolet resistance to aging in the process or normal operational use. If, at any time during the warranty period, a defect should occur with any container, the container shall be replaced by the Contractor at no cost or obligation to the buyer.

Bidder expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose. All warranties shall survive acceptance and payment by the Solid Waste Authority.

Container or component failures during the warranty period shall constitute failure of the container, and require replacement with a new and complete container (including shipping and assembly), at no cost to the Solid Waste Authority. The determination of failure will be at the sole discretion of the Solid Waste Authority.

The Contractor will have an opportunity to replace defective containers within 30 days of written notice of defects.

**4.5** Defective containers which are replaced under warranty provisions shall be replaced as complete containers, i.e., with lids, hardware, wheels, etc.

A defective container is any container, including any component part that:

- Does not continuously perform in the intended manner as set forth in the bid specifications (including smooth maneuverability).
- Does not comply with the minimum design requirements of the bid specifications.
- Does not continuously perform in the intended manner within the warranty period.

Such container(s) shall then be considered to be defective in material, workmanship, and/or design and shall be covered by the terms of this warranty specification. Any defective container shall be replaced at no cost to the Solid Waste Authority. All costs associated with the replacement of such defective containers shall be borne by the Contractor. In the event that containers or any component parts have been manufactured or supplied to the Contractor by a subcontractor or assembled or delivered by a subcontractor, the Solid Waste Authority shall consider the Contractor as the manufacturer regarding product liability.

Contractor shall not be responsible for loss, damage or destruction caused by fire, vandalism or theft after the containers have been delivered and accepted.

Contractor agrees that if defective containers are not reclaimed by the Contractor within fourteen (14) calendar days, defective containers shall become property of the Solid Waste Authority.

#### 43 **MEASUREMENTS**

Customary measurements appearing in these specifications are not intended to preclude bid for commodities with metric measurements. If bids are based on equivalent products, indicate on the bid, cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The Authority reserves the right to determine acceptance of items(s) as an approved equivalent. Bids, which do not comply with the requirements herein, are subject to rejection. Bids lacking any written indication of intent to bid an alternate will be received and considered to be in complete compliance with the specifications as stated on the Bid Form. The Authority is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction.

44     **AWARD – Primary, Secondary and Tertiary**

Contract will be awarded to the lowest and best bid from a responsive, responsible bidder, subject to the terms and conditions herein.

The Authority reserves the right to make a primary, secondary and tertiary award. The lowest bidder meeting specifications, terms and conditions shall be the primary awardee. The next lowest bidders meeting specifications, terms and conditions shall be secondary and tertiary awardees. It is the intent of the Authority to issue purchase orders to the primary awarded bidder.

The Authority reserves the right to order from the secondary and tertiary bidders in order to meet the needs of the Authority, in the event the primary low bidder cannot meet the delivery requirements.

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

Award will be determined on truck load quantity.

**TECHNICAL SPECIFICATIONS**  
**95 GALLON SEMI-AUTOMATED RECYCLING CONTAINERS**  
**BID NO. SWA 09-18/JP**

The purpose and intent of this Invitation to Bid is to obtain a firm price for **95 Gallon Semi-Automated Recycling Containers** as specified.

Any additions, deletions, or variations from the following specifications must be noted. 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. Specifications also require that the Bidder furnish descriptive literature, complete specifications and all other necessary data on the item he proposes to furnish.

**1.0 PHYSICAL REQUIREMENTS**

**1.1 CAPACITY**

Ninety-five (95) gallon - A container body, measured in U.S. liquid gallons, which will hold a minimum of 94 gallons, but no more than 100 gallons.

**1.2 SHAPE**

The containers should be fabricated with the bottom smaller than the top (open area) of the container. The container should empty through the top. The top rim of the container should have a molded rim or be designed in such a manner as to ensure the original shape of the container is maintained throughout the warranty period. Additionally, the top rear of the container should have a molded hinge to ensure a tight fit of the lid. The container body should be rounded in the gripping area for compatibility with all semi-automated refuse equipment. Containers should not be oversized or be in a form not conducive to proper collection or use by customers.

**1.3 FINISH**

Interior surfaces should have a smooth high gloss finish without pockets or obstructions that may hinder dumping of refuse. Exterior surface should be textured non-slip in the gripping area. No coatings or sprayed on surfaces are permitted. The molded body and lid should not have excessive flash or poorly trimmed areas. The body and lid should have no foreign substances, shrink holes, cracks, thin spots, blow holes, drill holes, webs, or other similar poor workmanship.

**1.4 APPROXIMATE DIMENSIONS**

Ninety five (95)-gallon (both yellow and blue):

Height: 46" - MAX.

Width: 31" - MAX

Depth: 36" - MAX

**1.5 LIDS**

Each container should be furnished with an easily replaceable lid molded from the same material as the container and shall be of such configuration that it shall not warp, bend, slump, or distort to such an extent that it no longer fits flush on the container properly or becomes otherwise unserviceable. The lid should have the same thickness as the container, or at a minimum, the

Bidder (Company \_\_\_\_\_ Signature \_\_\_\_\_

design shall assure that the lid is durable and rigid. Lids shall fully open at a minimum of approximately 270 degrees. The lid must operate smoothly and not be a safety hazard, or potential maintenance problem. When closed, the lid must prevent entry of rain without latches. Lids will be hot stamped or otherwise have permanently affixed information. Containers should not have lids molded as part of the base. Preference will be given to bidder that supplies containers with lids attached to container body.

### **1.6 HANDLE**

Each container should have a horizontal handle or handles to provide comfortable gripping areas for pulling or pushing the container. The handle should be molded into the body, and shall only expose plastic surfaces to the hands of the user. The distance between the handle and the container should allow for large hands. Handles should not be molded into the lid or mounted with rivets.

### **1.7 WHEELS**

Wheels shall be appropriately sized and should not hinder any of the gripper components operation. All wheels must be a durable snap on style. Wheels must be constructed in such manner as to make a container holding 200 lbs. readily mobile. Preference will be give to bidder that supplies containers with wheels already attached to container body.

### **1.8 AXLE SHAFT**

The axle shall be capable of supporting a container holding 200 lbs. Bolt on, molded slots, or “press-in” axle attachment methods are not desirable. Axle attachments that create holes into the body of the container are also undesirable.

### **1.9 COLOR**

Bidder shall provide containers in yellow and blue. Bidder shall provide color chips with bid submittal. Final color must be approved by the Solid Waste Authority.

Color shall not be streaked in the finished product and shall be non-fading throughout the warranty period. The container should contain no more than 1% pigment by weight.

### **1.10 IDENTIFICATION**

#### **HOT STAMPS**

- The recycling logo shall be hot stamped on both sides of container.
- Arrows (logo) are to be a minimum 4-1/4" high x 4-1/4" wide.
- Letters shall be a minimum 1" high.
- Recyclable items to be hot stamped on lids (See sample artwork attachment).
- Blue containers to be hot stamped in white.
- Yellow containers to be hot stamped in black.

Hot stamp specification may be changed at the request of the Authority with only the additional cost of the new stamp(s) passed on to the Authority. Additional hot stamp charges shall not exceed \$500.00 each.

Bidder (Company \_\_\_\_\_ Signature \_\_\_\_\_

Designs and wording will be provided by the Solid Waste Authority and are subject to change at any time. See **ATTACHMENTS** for sample artwork. In order to facilitate inventory control, the body shall have a sequential serial number molded, branded, or hot stamped into its front. Digits shall be a minimum of 2" high and shall be painted in white. The first character will be an identifier of year (mmyy) of manufacture, with the remaining 5 characters being the sequential order of production. The Solid Waste Authority will provide the starting number.

### **1.11 CONTAINER LIFTING AREA**

Lift bar saddle areas to be molded into the body of the container. Actual lift bar to be constructed of no larger than 1" (2.5cm) 16 gauge galvanized steel tube. Actual lift bar is to rotate freely to prevent bending during lifting. Bars are to be replaceable so in the event that they fail, the entire container is not declared useless.

### **1.12 WALL THICKNESS**

All containers must have a nominal wall thickness of .175 inches throughout the body of the container and a minimum wall thickness of .185 inches in the critical wear points (i.e. container bottom, handle and lift mechanism).

## **2. POLYETHYLENE MATERIAL REQUIREMENTS**

**2.1** All containers should be rotationally or injection molded using linear high or medium density polyethylene. Cross-link resin is not desirable.

**2.2** Polyethylene resin should contain an ultraviolet stabilizer, consisting of a minimum of Additive Type one-half (1/2) of one percent (1%). The stabilizer should be hot melt compounded into the resin. Dry mixing or dry blending of color pigments and resin is not desirable.

**2.3** Polyethylene resin should contain a color pigment compounded at a concentration of 0.50% to 1% in the resin. The pigments should be hot melt compounded into the resin, dry mixing or dry blending of color pigments and resin is unacceptable. Color shall be non-fading throughout the warranty period.

**2.4** All containers should be molded from 100% high or medium density polyethylene virgin first quality materials produced by a national petrochemical manufacturer (i.e.: Exxon, Phillips, Mobil, Dow, DuPont, or equivalent), mixed with 10% to 20% post-consumer high density (HDPE) or medium density (MDPE) resin. Material must satisfy manufacturer's original specification for first quality material and cannot be "batch" produced by the Bidder.

**2.5** The resin shall meet or exceed the following A.S.T.M. molded property specification: Environmental Stress Crack Resistance (E.S.C.R.) Condition "A" for rotational containers. Condition "B" for injection molded containers.

Bidder (Company \_\_\_\_\_ Signature \_\_\_\_\_  
09-18/JP

**2.6** All containers shall be designed to regularly receive and dump a minimum of 200 pounds without permanent damage, deformation, or structural failure. Container and all components shall be capable of withstanding temperature extremes ranging from -30 F to 150 F, when under 200 lbs. per square inch compression, applied from opposite sides by the gripping arms without permanent damage, deformation or structural failure.

**2.7** All containers must be manufactured to achieve a minimum resin weigh of 34 pounds.

### **3.0 FUNCTIONAL REQUIREMENTS**

#### **3.1 FIELD SERVICE**

Containers offered must have been in fully semi-automated field service for at least one (1) year.

#### **3.2 LEAKAGE**

The container shall remain free of holes or penetrations that will cause the container to leak throughout the warranty period with the container in normal use.

#### **3.3 COMPATIBILITY**

Containers will be used with and must be compatible with existing semi-automated collection vehicles.

#### **3.4 COMPRESSION FORCE**

Each container shall be capable of withstanding a minimum of 200 pounds per square inch (psi) compression force during lifting and dumping operations without permanent damage, deformity, or structural failure.

#### **3.5 DURABILITY**

Containers shall have sufficient rigidity to prevent deformation, permanent damage, slippage, or structural failure during lifting and dumping in accordance with ANSI specification Z245.30-1999, Appendix D.

In accordance with ANSI specification Z245 30 – 1999, containers and components shall maintain sufficient strength, shape and appearance, and be resistant to impact and rodent penetration, such as to require no routine maintenance, and in general be maintenance free during the warranty period.

#### **3.6 VERTICAL STABILITY**

Each container shall be stable and self-balancing when in an upright position with the lid open either loaded or empty. Empty container must remain upright when the lid is open.

The empty, un-weighted (95-gallon) container should withstand wind velocities of at least thirty (30) miles per hour in wind tunnel tests without the container being turned over. The wind tunnel test should be performed with the wind applied from the front, rear, and both sides of the container.

Bidder (Company) \_\_\_\_\_ Signature \_\_\_\_\_

**4. VERIFICATION TESTING**

The Solid Waste Authority reserves the right to have any or all carts submitted for consideration evaluated by an independent testing facility to ensure full compliance with specifications.

**5. GENERAL REQUIREMENTS**

**5.1 REPLACEMENT PARTS**

Containers shall be furnished complete with all hardware needed for assembly and use. An additional 1% of all replacement parts shall be provided with each shipment to establish an inventory stock for field repairs at no additional cost to the Authority. The following are considered replacement parts: wheels and assemblies, lids and assemblies, and all associated fasteners and brackets.

**5.2 CONTAINER REAPLACEMENT AVAILABILITY**

All container components shall be obtainable by the Solid Waste Authority without the requirement to purchase or obtain a complete new container. A parts price list shall be submitted with bid. Prices submitted shall be firm for the duration of the contract.

**ADDITIONAL INFORMATION**

Contact Patti Hammond, at (561) 640-4000, ext. #4312 or Jim Meredith at (561) 602-7658, for further information regarding delivery schedule.

Bidder (Company) \_\_\_\_\_ Signature \_\_\_\_\_

**BID PROPOSAL FORM**

**95 GALLON SEMI-AUTOMATED RECYCLING CONTAINERS  
BID NO. SWA 09-18/JP**

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 09-18/JP**, that the Bidder hereby accepts all terms and conditions as stated herein, and shall enter into a Contract to perform for the following price.

<u>Quantity</u>	<u>Description as specified</u>	<u>Truck Load Price FOB Delivered</u>	<u>DELIVERY days ARO</u>
1-Truckload	95 Gal Recycling Containers	_____	_____
2-Truckloads	95 Gal Recycling Containers	_____	_____

Vendor to supply number of pieces per truckload \_\_\_\_\_  
(Award determined on cost per container for truck load deliveries)

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

**Delivery (requested within sixty (60) days ARO)**

Does Bidder agree to provide documentation of use of 10-20% Post Consumer Recycled Material?      Yes \_\_\_\_\_      No \_\_\_\_\_

Is Parts Price list attached? (See Specification 5.2)      Yes \_\_\_\_\_      No \_\_\_\_\_

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

Are descriptive literature, specifications and sample unit included?      Yes \_\_\_\_\_      No \_\_\_\_\_

Does Bidder Agrees to fully warranty product for ten(10) years?      Yes \_\_\_\_\_      No \_\_\_\_\_

How will post consumer material use be documented? \_\_\_\_\_

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

**Payment Terms: Net 30 days**

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

## SAVINGS

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

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: \_\_\_\_\_

\_\_\_\_\_

**DRUG-FREE WORK PLACE FORM**

**95 GALLON SEMI-AUTOMATED RECYCLING CONTAINERS  
BID NO. SWA 09-18/JP**

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**

**95 GALLON SEMI-AUTOMATED RECYCLING CONTAINERS  
BID NO. SWA 09-18/JP**

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: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**RECYCLE:**

**ALUMINUM CANS**

**PLASTIC BOTTLES and JUGS**

**GLASS BOTTLES**

**RECYCLE:**

**NEWSPAPER and INSERTS**

**MAGAZINES / CATALOGS**

**PHONE BOOKS**