

through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

9. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.
10. **INTERPRETATIONS:** All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the Authority in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing, and received by the Authority at least five (5) days prior to the Bid Opening. Inquiries shall be addressed to the 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
LUBRICANTS
Bid No. 09-19/PF

33 **PURPOSE**

The purpose of the invitation to bid is to obtain firm pricing and establish a contract for the purchase and delivery of various lubricants for Solid Waste Authority locations throughout Palm Beach County.

34 **AWARD**

Contract will be awarded to the lowest and best bid from a responsive, responsible bidder(s), subject to the terms and conditions contained herein. Awards will be made by lot. Therefore, it is necessary for a bidder to bid on every item in the particular lot for which the bidder submits a bid in order to have a bid considered. **It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item in a lot does not meet said specifications the entire lot bid will be disqualified. The brand name and specific product entered on the Bid Form must match the description as it appears on the submitted product specification sheet. If not, the bid may be deemed non-responsive. If product specification sheet is not submitted, the bid will be deemed non-responsive.**

As the best interest of the Authority may require, at its sole discretion, the right is reserved to make the optional award for the re-refined product in Lots 1 & 2 Groups B instead of virgin product but only if the re-refined product is the lowest bid applying at 10% recycled product preference.

35 **CONTRACT PERIOD**

The successful bidder shall be awarded a contract for twelve (12) months with options to renew the contract for two (2) additional twelve (12) month periods. The term of contact shall be May 1, 2009 through April 30, 2010. Options for renewal will only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations except as allowed in Escalation Clause STC #36. Any renewal will be subject to appropriation of funds by the Solid Waste Authority.

36 **ESCALATION CLAUSE**

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

1. Price increase(s) and price decrease(s) comparable to documented manufacturer's price changes or changes in industry-related indices.
2. Receipt of proper notification, to Purchasing, in writing, of all items affected by price increases/decreases.
3. Where all prices shall have remained firm a minimum of 120 calendar days after effective date of contract.
4. All price increase(s) and decreases(s) to be approved by Director of Purchasing Services.

37 **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.

38 **F.O.B. POINT**

The F.O.B. point shall be indicated on the purchase order. Bid responses showing other than F.O.B. destination will not be accepted.

39 **DELIVERY**

Delivery time is of the essence in the award of this Invitation to Bid. Delivery to be "as notified" by the Authority. The quantity to be delivered will depend upon the Authority's need at the time of request. Delivery shall be within 24 hours of request. Failure to deliver within 24 hours on two occasions will be reason for termination of the contract.

40 **RIGHT TO TERMINATE**

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

41 **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.

42 **PERFORMANCE**

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

43 **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

- (a) The chemical name and the common name of the toxic substance.
- (b) The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosivity, and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3. The primary routes of entry and symptoms of overexposure.
- (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- (d) The emergency procedure for spills, fire, disposal, and first aid.
- (e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- (f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- (g) MSDS must be submitted upon receipt of blanket purchase order for awarded items.

44 **CODES AND REGULATIONS**

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

45 **QUANTITY**

The Authority reserves the right to increase or decrease total quantities as required. Total quantities ordered during the next twelve (12) month(s) will be approximately \$90,000.00. This figure is an estimate only.

46 **PAYMENT**

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

47 **INFORMATION AND DESCRIPTIVE LITERATURE**

Bidders must furnish all information requested and in the space provided on the bid form, if any. Further, each bidder must submit with his proposal, descriptive literature and/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.

The brand name and specific product entered on the Bid Form must match the description as it appears on the submitted product specification sheet. If not, the bid may be deemed non-responsive. If product specification sheet is not submitted, the bid will be deemed non-responsive.

48 **EQUIVALENTS**

Vendors offering equivalent to the "as specified" item(s) may be required to submit a sample and detailed specifications to Purchasing Services, 7501 North Jog Road,, West Palm Beach, FL 33412 for evaluation purposes prior to the bid award. Each particular specification, in which the equivalent item differs, must be listed, along with the detailed specification sheet. Samples must be free of charge and will be returned at Bidder's expense upon request after award.

NOTE: Bidder must specify if offering re-refined base oil and must so indicate on Bid Proposal Form. Any product using re-refined base oil must meet or exceed all specifications herein. All samples must be identified by vendor name, bid number and lot and item number, if applicable.

49 **MEASUREMENTS**

The successful Bidder will be responsible to provide current records of inspections and certifications from the State of Florida Department of Agriculture, if requested. All delivery trucks

must have D.O.T. decals for the duration of the contract period.

50 **PACKAGING/SHIPPING LABELS**

Shipping labels shall be attached to each drum and shall contain the following information: Purchase Order number, quantity contained in each package, and total number of items being delivered.

51 **PROTECTION OF PROPERTY**

The successful Bidder shall at all times guard against damage or loss to the property of the Authority or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Authority may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his agents.

52 **INDEMNIFICATION**

Contractor agrees to protect, defend, indemnify, and hold harmless the Authority, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the Authority, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligent acts or omissions of the Contractor, its employees, or agents, arising out of or connected with this Agreement. The Contractor shall not be 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.

53 **INSURANCE REQUIRED**

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

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

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

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

Bodily Injury and/or	\$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 that \$500,000 per occurrence each accident; \$500,000 policy limit disease; \$100,000 disease,- each employee.

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

54 **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.

55 **RECYCLED / RECYCLABLE PREFERENCE**

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

In accordance with Section 19 of the Solid Waste Authority of PBC Purchasing Manual, a maximum ten percent (10%) price preference may be given to recycled products, reusable products offered as alternative to disposable products, and products designed to be recycled where they are offered as alternative to non-recyclable products. The preference percentage shall be based on the lowest responsible bid or price quoted by the supplier or suppliers offering non-recycled products. The preference percentage shall be based on the lowest responsible bid or price quoted by the supplier or suppliers offering non-recycled products.

TECHNICAL SPECIFICATIONS
LUBRICANTS
SWA BID NO. 09-19/PF

Scope

The intent and purpose of this Invitation to Bid is to obtain firm pricing and establish blanket orders for the purchase of lubricants for various Authority locations, throughout Palm Beach County. Products containing re-refined base stock must meet or exceed all specifications for virgin base stock products. Any exceptions to these specifications must be clearly noted. Reference to product literature will not suffice.

General

- A. Each Bidder shall, on the Bid Proposal Form, certify that products offered and to be delivered if awarded a contract are in strict compliance with the specifications. If not, Bidder shall clearly indicate any variances on their proposal. **Most current product literature must be submitted with bid package for all products being bid. The brand name and specific product entered on the Bid Form must match the description as it appears on the submitted product specification sheet. If not, the bid may be deemed non-responsive. If product specification sheet is not submitted, the bid will be deemed non-responsive.**
- B. Successful Bidder(s) shall ensure that all products delivered in containers (bulk and drums) clearly identify their contents.
- C. Pricing shall include all cost involved in delivering and off loading at each site. Delivery sites are located throughout Palm Beach County from Jupiter to Delray Beach.

Performance

		<u>Comply</u>		
		<u>YES</u>	<u>NO</u>	<u>Explain</u>
1.	Bidder must provide current certifications of your metering equipment from the applicable office of State Weights and Measures.	_____	_____	_____
2.	Bidder must provide a meter ticket for all bulk deliveries.	_____	_____	_____
3.	Will you provide bulk deliveries? NOTE: Failure to provide bulk delivery may disqualify Bidder from certain lots.	_____	_____	_____
4.	Will you make delivery of bulk products in dedicated tank wagons? (i.e., only 1203 or 1993 placarded truck will be accepted)	_____	_____	_____
5.	Bidder must provide material safety data sheets prior to first delivery.	_____	_____	_____
6.	Will you respond within 24 hours from time of order? NOTE: FAILURE TO DELIVER WITHIN 24 HOURS ON TWO (2) OCCASIONS WILL RESULT IN TERMINATION OF CONTRACT.	_____	_____	_____

Bidder (Company) _____ **Signature** _____

Performance cont'd

7. If you can not respond within 24 hours, what would be your _____ /hr estimated response time?

Product Descriptions

Lot #1 Diesel Engine Oil

Product must be made by a nationally known and recognized manufacturer of premium lubrication products. The product must comply with the major diesel engine manufacturers' requirements to include each and every one of the latest Caterpillar, Cummins, Detroit Diesel and Mercedes Benz truck requirements. The specification shall cover SAE Multigrade 15W-40 Oil with a maximum of 1.2 Sulfated Ash Weight. In addition, the following API classification must be met: 15W-40 CJ-4

All of the above specifications must clearly appear on the manufacturer's product specification sheet(s) submitted with this bid. **Failure to submit product literature will be deemed non-responsive.**

Lot #2 Hydraulic Oil - ISO Viscosity - Grade AW68

Product must be made by a nationally known and recognized manufacturer of premium lubrication products, which meet the specifications of all major hydraulic pump and equipment manufacturers such as Denison HF-O, HF-1 or HF-2; Cincinnati Milacron P-68, P-69, P-70. Oil must contain Anti-wear additives, Oxidation and Corrosion inhibitors as well as Foam/Aeration suppressant. Product must have an oxidation life of 2500+ hours using ASTM D 943. Viscosity index must be equal to or greater than 95.

All of the above specifications must clearly appear on the manufacturer's product specification sheet(s) submitted with this bid. **Failure to submit product literature will be deemed non-responsive.**

Lot #3 Universal Tractor Fluid

Product must be made by a nationally known and recognized manufacturer of premium lubrication products, which meet the specifications of all major hydraulic pump and equipment manufacturers such as John deere J20A, J20c; Caterpillar T02, CASE MS, 1210; Deutz Hydraulic Transmission Fluid, Allison C4. The specification shall cover Transmission/Differential, Hydraulic Fluid recommended for use in powershift/hydrostatic/manual transmissions, differentials, final drives, wet brakes/clutches power steering and pto drives commonly used in off road highway equipment

All of the above specifications must clearly appear on the manufacturer's product specification sheet(s) submitted with this bid. **Failure to submit product literature will be deemed non-responsive.**

Bidder (Company) _____ **Signature** _____
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Lot #4 Grease

Lithium complex NLGI2 grease with 5 % molybdenum disulfide and Multipurpose NLGI2 Lithium soap extreme pressure grease.

Product must be made by a nationally known and recognized manufacturer of premium lubrication products, which meet the specifications of all major hydraulic pump and equipment manufacturers.

All of the above specifications must clearly appear on the manufacturer’s product specification sheet(s) submitted with this bid. **Failure to submit product literature will be deemed non-responsive.**

Lot #5 Antifreeze/Coolant

High quality single phase, ethylene glycol based antifreeze. All purpose coolant for use in both automotive and heavy diesel engines.

Product must be made by a nationally known and recognized manufacturer of premium lubrication products, which meet the specifications of all major hydraulic pump and equipment manufacturers.

All of the above specifications must clearly appear on the manufacturer’s product specification sheet(s) submitted with this bid. **Failure to submit product literature will be deemed non-responsive.**

Lot #6 Automatic Transmission Fluid

Must be on the approved Allison Transmission list and meet the specifications of Allison TES-389. Approved fluids are listed at www.allisontransmission.com; click service then fluids to access list.

Product must be made by a nationally known and recognized manufacturer of premium lubrication products, which meet the specifications of all major hydraulic pump and equipment manufacturers.

All of the above specifications must clearly appear on the manufacturer’s product specification sheet(s) submitted with this bid. **Failure to submit product literature will be deemed non-responsive.**

Solid Waste Authority Facility Delivery Locations:

1. Maintenance Building located at 6255 North Jog Road, West Palm Beach, FL 33412
2. South County Transfer Station and Scale House located at 1901 SW 4 Avenue, Delray Beach, FL 33444
3. Central County Transfer Station and Scale House located at 1810 Lantana Road, Lantana, FL 33462

Bidder (Company) _____ **Signature** _____

4. North County Transfer Station and Scale House located at 14185 North Military Trail, Jupiter, FL 33458
5. West Central Transfer Station and Scale House located at 9743 Process Drive, Royal Palm Beach, FL 33411

BID PROPOSAL FORM
LUBRICANTS
SWA BID NO. 09-19/PF

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

HEREBY PROPOSES AND AGREES, in this **BID NO. 09-19/PF** and accepts all terms and conditions as stated herein, and shall enter into a Contract to perform for the following price:

ALL QUANTITIES MUST BE QUOTED IN THE UNIT OF MEASURE NOTED IN THE BID. MOST CURRENT PRODUCT LITERATURE MUST BE INCLUDED IN BID. FAILURE TO SUBMIT PRODUCT LITERATURE WILL BE DEEMED NON-RESPONSIVE.

LOT	PRODUCT	DESCRIPTION	DELIVERY	EST ANNUAL NEED	PRICE PER GALLON	EXTENSION	
1	Engine Oil	Exact Product/Brand Name Offered: _____					
	Group A	1 SAE 15W40	Bulk	12,000 Gallon	_____	\$ _____	
		2 SAE 15W40	Drum	1100 Gallons*	_____	\$ _____	
					Lot 1 Group A Total	\$ _____	
	Group B	Group B is Optional – May or may not be awarded. Refer to STC Page 6 Item #55					
		Exact Product/Brand Name Offered: _____					
		Post Consumer material percent _____		%			
		1 SAE 15W40 Re-Refined	Bulk	12,000 Gallon	_____	\$ _____	
		2 SAE 15W40 Re-Refined	Drum	1100 Gallons*	_____	\$ _____	
					Lot 1 Group B Total	\$ _____	
2	Hydraulic Oil	Exact Product/Brand Name Offered: _____					
	Group A	1 Hydraulic Oil	Bulk	12,000 Gallon	_____	\$ _____	
		2 Hydraulic Oil	Drum	1100 Gallons*	_____	\$ _____	
					Lot 2 Group A Total	\$ _____	
	Group B	Group B is Optional – May or may not be awarded					
		Exact Product/Brand Name Offered: _____					
		Post Consumer material percent _____		%			
		1 Hydraulic Oil Re-Refined	Bulk	12,000 Gallon	_____	\$ _____	
		2 Hydraulic Oil Re-Refined	Drum	1100 Gallons*	_____	\$ _____	
					Lot 2 Group B Total	\$ _____	

* Estimated annual need is 20 drums times 55 gallons per drum equals 1100 gallons

Bidder (Signature) _____ Company _____
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LOT	PRODUCT	DESCRIPTION	DELIVERY	EST ANNUAL NEED	PRICE PER UNIT	EXTENSION		
3	Universal Tractor Fluid	Exact Product/Brand Name Offered: _____						
		1	Tractor fluid	Bulk	2,000 Gallons	_____		
		2	Tractor fluid	Drum	2,000 Gallons	_____		
Lot 3 Total						\$ _____		
4	Grease	Exact Product/Brand Name Offered: _____						
		Group A	1	Lithium Complex Grease 5% molybdenum disulfide	400 lb Drums	20 Drums	_____	\$ _____
			Lot 4 Group A Total					
Group B	1	Multi Purpose NLG12Lithium Soap	14 oz Tubes	1000 Tubes	_____	\$ _____		
	Lot 4 Group B Total						\$ _____	
5	Antifreeze / Coolant	Exact Product/Brand Name Offered: _____						
		1	Antifreeze/Coolant Full strength 50/50	55 gal Drums	65 Drums	_____	\$ _____	
				55 gal Drums	65 Drums	_____	\$ _____	
Lot 5 Total						\$ _____		
6	Automatic Transmission Fluid	Exact Product/Brand Name Offered: _____						
		1	Transmission Fluid	55 gal Drums	25 Drums	_____	\$ _____	
Lot 6 Total						\$ _____		

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

Is Information/Descriptive literature included, per Special Term and Condition #47? (Mandatory) Yes _____ No _____

Is the Emergency Form attached? Yes _____ No _____

Bidder (Signature) _____ Company _____

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:		
Phone Number:		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: _____

Bidder (Signature) _____ Company _____

DRUG-FREE WORK PLACE FORM

**LUBRICANTS
SWA BID NO. 09-19/PF**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S SIGNATURE

DATE

CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

LUBRICANTS

SWA BID NO. 09-19/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:

