

**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:  
 Marina Kane  
 Telephone: 561 640-4000, ext 4520

Bid Title: **Technician / Fabrication Services for Compost Facility and Woody Waste Processing System**

Bid No.: **SWA 10-16/PF**

**Bid must be received no later than 2:00 PM, August 24, 2010, at which time bids will be opened.**

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

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

X \_\_\_\_\_

Authorized Signature (Manual)

Authorized Name (Typed)

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

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

## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

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

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

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

- 8. DELIVERY:** Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.
- 9. ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.
- 10. INTERPRETATIONS:** All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the Authority in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing, and received by the Authority at least five (5) days prior to the Bid Opening. Inquires shall be addressed to the Assistant Director, Purchasing Services and Asset Management Section. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders in the appropriate place on the Bid Form.
- 11. DISPUTES:** Any Bidder who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the Authority.
- 12. CONFLICT OF INTEREST:** All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Authority. Further, all Bidders must disclose the name of any Authority employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.
- 13. LEGAL REQUIREMENTS:** Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.
- Preference shall be given to business with **Drug-Free Work Place (DFW)** programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Authority for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.
- Minority Business Enterprise (MBE)** indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States and/or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MBE wishing to participate in the Authority procurement process may contact the Purchasing Services Section for information and assistance.
- PUBLIC ENTITY CRIMES** - Pursuant to F.S. 287.133, as amended: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 14. BID EXEMPT:** Purchases shall not include items/services available at lower prices on other public entity or State of Florida contracts. The Authority reserves the right to bid separately any item/service if deemed to be in the best interest of the Authority.
- 15. AWARDS:** As the best interest of the Authority may require, at its sole discretion, the right is reserved to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award and to make award(s) by individual item, group of items, "All or None," or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received; and may, at its sole discretion, request a re-bid. Bidders are cautioned to make no assumption until the Authority has entered into a contract or purchase order. **NOTE:** Bid tabulations will be furnished upon written request which includes an enclosed, self-addressed, stamped envelope. The award recommendation will be posted for review by interested parties at Purchasing Services for a period of five (5) calendar days. Failure to file a written protest to the Assistant Director of Purchasing Services within the time prescribed in the AUTHORITY'S Purchasing Manual, Section 10, shall constitute a waiver of proceedings. It is the Bidder's sole responsibility to ascertain the time of posting of the award recommendation. This may be accomplished by telephone, FAX, E-Mail or other means deemed timely by the Bidder.
- 16. PROMOTIONAL PRICING:** In addition, bidder shall offer to the Authority during the contract period any item(s) offered on a "promotional" basis from the manufacturer. It will be the successful bidder's responsibility to monitor said item(s) and report any that are or will be offered at lower price.
- 17. EEO STATEMENT:** The Authority is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.
- 18. CONTRACTUAL AGREEMENT:** The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Palm Beach County, Florida.
- 19. GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Services and Asset Management Section at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The Authority reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the Authority.
- 20. PATENTS AND ROYALTIES:** The Bidder, without exemption, shall indemnify and save harmless, the Authority, its employees and/or any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the Authority the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the Authority agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 21. ADVERTISING:** In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the Authority.
- 22. ASSIGNMENT:** Any purchase order or contract issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the Authority, through the Purchasing Services and Asset Management Section.
- 23. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:** Bidder certifies that all material, equipment, services, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.
- 24. FACILITIES:** The Authority reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, with prior notice to determine that Bidder has a bona fide place of business, and is a responsible Bidder.
- 25. REPRESENTATION:** A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certify upon request.
- 26. DISQUALIFICATION OF BIDDER:** More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid for the same work will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection. This provision is not meant to prohibit submission of alternate bids in separate sealed envelopes.
- 27. ALTERNATIVES:** Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the bid.
- The determination as to whether any alternate product or service is or is not equal shall be made by the Solid Waste Authority and such determination shall be final and binding upon all bidders.
- Although the Authority provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the Authority. Such award may not necessarily be given to the lowest bid offered.
- 28. ADJUSTMENTS/CHANGES/DEVIATIONS:** No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the Authority's Purchasing Services and Asset Management Section. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.
- 29. INDEMNIFICATION:** Contractor agrees to protect, defend, indemnify, and hold harmless the Authority, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the Authority, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any acts or omissions of the Contractor, its employees, or agents, arising out of or connected with this Agreement. The Contractor shall not be required to indemnify the Authority or its agents, employees, or representatives, when an occurrence results solely from the wrongful acts or omissions of the Authority, or its agents, employees or representatives.
- 30. ANNUAL APPROPRIATIONS:** The Authority's obligation to pay under this contract is contingent upon annual appropriations.
- 31. PUBLIC RECORDS:** Upon award recommendation or ten (10) days after bid opening, whichever is earlier, any material submitted in response to this invitation to bid will become a "public record" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes (Public Record Law). Bidders must claim the applicable exemptions to disclosure provided by law in their response to the Invitation to Bid by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Authority reserves the right to make any final determination of the applicability of the Public Records Law.
- 32. UNCONTROLLABLE FORCES:** Neither the AUTHORITY nor AWARDED BIDDER(S) shall be considered to be in default of this Bid/Contract/Purchase Order if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Bid/Contract/Purchase Order and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Bid/Contract/Purchase Order.
- NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

## SPECIAL TERMS AND CONDITIONS

### TECHNICIAN / FABRICATION SERVICES FOR COMPOST FACILITY AND WOODY WASTE PROCESSING SYSTEM

#### SWA BID No. 10-16/PF

33     **SCOPE**

The purpose and intent of this Invitation to Bid is to secure firm prices and establish a term contract for the purchase of Technician / Fabrication Services for the Compost and Woody Waste Recycling System operations.

34     **INSPECTION OF FACILITIES**

It is the Bidder's responsibility to become fully informed as to the nature and extent of the work required. Arrangements for Bidder's inspection of facilities may be secured from Pat Byers, Director, Compost and Yardwaste, at (561) 640-4000 x 4611.

35     **QUALIFICATION OF BIDDERS, SERVICE**

This bid shall be awarded to the top two (2) responsive and responsible bidders, qualified to provide the work specified. **The bidders shall submit qualifications as outlined on page 1 of the Technical Specifications with their proposal or within three (3) days of request:**

Failure to submit the above requested information with proposal or within three (3) days of request, may be cause for rejection of your bid. Information previously submitted to the Authority in response to another Invitation to Bid shall not satisfy this requirement. The term "*experience*", as used in this requirement, shall mean the experience gained as and possessed by the business entity proper (single proprietorship, partnership, corporation, or joint venture) responding to this solicitation. It shall not mean the experience of individual employee(s).

36     **INVOICE INFORMATION**

Invoices submitted as a result of this Invitation to Bid must contain the following information.

1. Purchase Order or Blanket Order number.
2. Bid Number
3. Itemized materials costs (actual cost plus mark-up as bid).
4. Itemized labor cost per bid rate(s), if applicable.
5. Itemized equipment rental costs (actual cost plus mark-up as bid)

37 **AWARD:**

Contract will be awarded to the lowest, two (2) qualified bids from the responsive, responsible bidders, subject to the terms and conditions contained herein. Items in groups as marked will be awarded by group. (A group is defined as an item with several parts labeled A, B, C with a total for the group.) Therefore, it is necessary for a bidder to bid on every item in the particular group 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 does not meet such specifications the entire group bid will be disqualified. The technical description for the product entered on the bid form must match the description exactly as it appears on the submitted product specification sheet with no deviation. If not, the bid will be deemed non-responsive.**

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

38 **METHOD OF ORDERING**

Items shall be ordered via individual purchase orders or blanket purchase orders on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order or blanket purchase order release.

39 **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 bidder 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 Bidder from the bidders list for a period of up to 3 years.

40 **ESTIMATED EXPENDITURE**

The Authority reserves the right to increase or decrease expenditures as required. Estimated expenditures during the next twelve (12) month(s) will be approximately \$100,000.00. This figure is an estimate only.

41 **TERM OF CONTRACT**

**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 beginning October 1, 2010 through September 30, 2011. Options for renewal will only be exercised upon mutual written agreement and with all original**

terms and conditions adhered to with no deviations. Any renewal will be subject to appropriation of funds by the Solid Waste Authority.

42 **PAYMENT**

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

43 **WARRANTY**

The successful bidder shall fully warranty all services furnished hereunder against defect in materials and/or workmanship for a period of one (1) year. Should any defect in materials or workmanship, excepting ordinary wear and tear appear, the successful bidder shall repair or replace same, at no cost to the Authority, immediately upon written notice from the Authority.

44 **PROTECTION OF PROPERTY**

The successful bidder shall at all times guard against damage or loss to the property of the Authority or of other Bidders 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.

45 **INDEMNIFICATION**

Awarded bidder 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 Bidder, its employees, or agents, arising out of or connected with this Agreement. The Bidder 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.

46 **AREA REPRESENTATIVE**

Bidder must indicate in space provided the name, address, phone number and e-mail address, if available, of the Bidder's representative who will be available, upon request, to resolve any problems.

47 **CONE OF SILENCE**

Bidders are advised that a Cone of Silence that prohibits any communication, except for written correspondence, regarding a particular request for proposal, request for

qualification, bid, or any other competitive solicitation between:

Bidders or any person representing the Bidders and any member of the Solid Waste Authority Governing Board, their staff, any SWA employee authorized to act on behalf of the Authority to award the contract under this bid, or any member of the selection committee authorized to evaluate the proposals/bids/response.

The Cone of Silence shall be in effect as of the deadline to submit bids even if bid is withdrawn or is otherwise eliminated from consideration consistent with the procedures as outlined in this Bid. The Cone of Silence shall remain in effect until the Governing Board, or Authority staff, if authorized to act on behalf of the Board, awards or approves the contract, rejects all bids or otherwise takes action which ends the solicitation process.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the Board and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between SWA employees and the intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and any SWA employee, or any written correspondence at any time with any SWA employee, Board member or Advisory board member, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The Governing Board by means of action taken at any properly noticed Governing Board meeting may invoke the cone of silence earlier than the time specified in this section for any procurement.

48     **PURCHASING AGENT:**

The contact person for this solicitation is Phillip Ford, Purchasing Supervisor, @ email address **pford@swa.org**. Bidders are advised that as of the deadline to submit bids, all communications and correspondence concerning this bid be addressed to Mr. Ford.

49     **NO GUARANTEE OF AMOUNT OF WORK**

The bidder should fully understand that the Authority does not, hereunder, contract to do any specific amount of work during contract period.

50     **CANCELLATION, WITHOUT CAUSE**

The Authority reserves the right to cancel this contract without cause via ten (10) day written notice.

51 **INSPECTION AND READING OF BID**

As per Florida Statute 119.07(3)(m) the reading of this bid is hereby waived until such time as the agency provides notice of a decision or intended decision to award or within ten (10) days after bid or proposal opening, whichever is earlier.

52 **CODES AND REGULATIONS, BUILDING AND SAFETY**

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

53 **INSURANCE REQUIRED, GENERAL SERVICES**

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

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Bidder shall furnish certificates of insurance to the Authority's Risk Management Section prior to the commencement of services. The certificates shall clearly indicate that the Bidder has obtained insurance of the type, amount, and classification as required for strict compliance with insurance requirements as stated herein, and that no change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Authority. Non-compliance with the foregoing requirements shall not relieve the Bidder 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 Bidder or by anyone directly or indirectly employed by the Bidder.

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 **PERFORMANCE**

All work shall be performed on a time and material basis when, and as, directed by the Solid Waste Authority. The Authority requires a verbal estimate prior to beginning any repair work, and a written estimate prior to beginning any job with a total cost in excess of \$4,000.00. Verbal estimate shall break out labor and materials. Written estimates shall break out each classification of labor and itemize materials costs. An example job estimate form is provided as Attachment 1. Written or verbal estimates shall be provided within 24 hours or one (1) working day. The Authority, at its option, will accept your estimate, choose to purchase some or all of the materials for you, or solicit an estimate from an alternate bidder.

1. Hourly rates for personnel shall commence upon arrival at site. No travel time shall be reimbursed by the Authority. A safety check/time sheet form (Attachment 2) shall be completed and signed by an authorized SWA employee for all work performed on a daily basis.
2. Some materials may be furnished by the Authority. If materials are to be provided by the Authority, Bidder must sign sheet with items listed verifying that those items were received by Bidder at time of pickup. All other materials will be furnished by bidder on the basis of actual cost plus a mark-up as bid. Supporting cost documentation must be supplied with the invoice for material cost in excess of \$500.00 for reimbursement by the Authority. Approval by authorized Authority personnel must be received prior to purchase of such material. Such material shall become the property of the Authority.
3. Bidder shall provide information on their standard warranty for repair work.

55 **EQUIPMENT**

Bidder shall provide a complete list and description of all equipment available to provide the required service, **(Please see page 2 of the Technical Specifications for further requirements)**. All equipment needed to perform the required work shall be furnished by the bidder at no additional cost to the Authority. The only exception to this provision will be the rental of specialized equipment as required to complete a project. The awarded Bidder may mark-up the cost of hiring specialized equipment at the mark-up for materials if not specifically bid. Bidder must in all cases obtain prior approval from the Authority if rental equipment is needed.

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

56     **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 Assistant Director of Purchasing Services.

57     **ESCALATION CLAUSE**

The hourly rates shall be adjusted annually by the percentage change in the Average Hourly earnings of Production Workers in Other Services, as published by the Bureau of Labor Statistics of the U. S. Department of Labor (Series ID CES 0500000008). It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 30 days prior to expiration of the then current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the Authority will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment.

The Authority reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is an Authority prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the Authority.

## **TECHNICAL SPECIFICATIONS**

### **TECHNICIAN / FABRICATION SERVICES FOR COMPOST FACILITY AND WOODY WASTE PROCESSING SYSTEM**

**SWA BID No. 10-16/PF**

#### **DESCRIPTION OF WORK**

The Solid Waste Authority of PBC owns and operates a unique compost facility and woody waste processing system. Technician & Fabrication services are unique and integral to the operation and maintenance of this custom-built Woody Waste Processing System. The Authority is soliciting proposals from qualified firms to provide shop and/or field technician & fabrication services. This can include but is not limited to the following:

1. Repair to existing structures such as conveyor belt replacement, screen / grate resurfacing, and hardfacing of hammers.
2. Fabrication of new components.
3. Removal and replacement and/ or rebuilding of existing components.

#### **QUALIFICATIONS**

All bidders responding to this Invitation to Bid shall meet the following requirements at a minimum to perform this work:

1. Certified Welder (all positions) in the following types:
  - Shielded Metal Arc Welding (SMAW) (also known as (aka) Stick/ Arc Welding)
2. A Continental Biomass Industries, Inc. (CBI) authorized service and repair contractor is preferred.
3. Non-CBI authorized service and repair contractor(s) shall have a minimum of 7 years of experience with Stationary Wastewood Processing Systems. The major equipment requiring service and/or rebuilding & refurbishing includes, but is not limited to, the following:
  - Caterpillar 3412E Engine
  - Flexxair F/X Cooling System
  - Mitsubishi VFDs which are part of the overall system controls
  - Grates and Screen Systems
  - Conveyor Systems
  - Hydraulic Components
  - Electrical System

Bidder (Company) \_\_\_\_\_ Signature \_\_\_\_\_  
10-16/PF TEC-1

- Sumitomo Speed Reducers / Gearboxes
- Brevini Gearboxes
- and the Bivatech Screen System

All bidders shall provide specific experience for the major equipment listed above along with references of the clients for the service which was provided. All bidders shall provide rates for shop and/or field services and cost mark-up associated with purchased materials used in fabrication and for parts of the various components of the Stationary Wastewood Processing System. Contractor shall supply transportation of items to and from shop. All bidders shall have supervisors and/ or foremen which are fluent in the English language onsite while all work is being performed.

**SUBCONTRACTOR**

Contractor shall only be allowed to use a subcontractor for the electrical and machining portion of the bid. Contractor shall not employ any subcontractor, supplier or other persons or organization against whom the Authority may have reasonable objection. Acceptance of any subcontractor by the Authority shall not constitute a waiver of any right of the Authority to reject defective work. The Authority may furnish to any such subcontractor, supplier or other persons or organization to the extent practicable, information about amounts paid on their behalf to the contractor.

Contractor shall not be required to employ any subcontractor, other person, or organization against whom contractor has reasonable objection. If a subcontractor fails to perform or make progress as required by the Authority, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the contractor shall promptly do so, subject to acceptance of the new subcontractor by the Authority.

**The Bidder shall employ its own forces, in addition to supervision, to perform not less than 90% of the proposed services. Once the estimate is approved, no changes will be made to the estimate without prior written approval by the Authority.**

**EQUIPMENT**

Contractor shall provide a complete list and description of all equipment available to provide the required service. All equipment needed to perform the required work shall be furnished by the contractor at no additional cost to the Authority. This shall include but no be limited to the following:

1. All diagnostic equipment which includes at a minimum CAT Electronic Technician 2007C Version 10 or later software with ancillary harnesses and CBI's IQUAN Design Version 2.06 or later software with ancillary cable.
2. Fully equipped maintenance truck(s) which includes at minimum portable welders (STICK), plasma cutter and/ or gas cutting torch, standard set of Heavy Equipment hand tools, and air compressor.

Bidder (Company) \_\_\_\_\_ Signature \_\_\_\_\_  
 10-16/PF TEC-2

3. All grease / lubricants.

The Authority may, at their discretion, provide the contractor with spare parts and/ or supplies.

**RESPONSE TIME**

Routine Service: Shall be defined as Monday through Saturday 6:00 a.m. through 5:00 p.m. Response to be within 1 hour of request.

Routine Service After Hours: Work to be accomplished after the Authority's normal business hours. After hours rates shall not exceed 1 ½ times routine services rates.

Emergency Service: Whenever life and/or property are at risk or the normal operations of an Authority site are affected. Response time is to be within one (1) hour of request, 24 hours a day, 7 days a week. Emergency labor rates shall not exceed 1 ½ times routine service rates.

Hourly rates for personnel shall commence upon arrival at site. No travel time shall be reimbursed by the Authority.

**BID PROPOSAL FORM**

**TECHNICIAN / FABRICATION SERVICES FOR COMPOST FACILITY  
AND WOODY WASTE PROCESSING SYSTEM**

**SWA BID No. 10-16/PF**

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

HEREBY PROPOSES AND AGREES, in this **BID NO. SWA 10-16/PF** that the Bidder hereby accepts all terms and conditions as stated herein, and shall enter into a Contract to perform for the following price.

**Routine Service** during normal working hours: Within 1 hour of request.  
Shall be defined as Monday – Saturday 6:00 AM – 5:00 PM.

**Item 1 SWA Field Fabrication**

<b>DESCRIPTION</b>	<b>Routine Service Hourly Rate</b>	<b>*After Hours Rate</b>
A. Welder	\$ _____	\$ _____
B. Welder's Helper	\$ _____	\$ _____
C. Fabricator	\$ _____	\$ _____
D. Fabricator's Helper	\$ _____	\$ _____
E. Service Technician	\$ _____	\$ _____
F. Service Technician's Helper	\$ _____	\$ _____
Total Routine Service Rates for Item 1 (A-F Inclusive) \$ _____		

**Item 2 In-house Shop Fabrication**

<b>DESCRIPTION</b>	<b>Routine Service Hourly Rate</b>	<b>*After Hours Rate</b>
A. Welding	\$ _____	\$ _____
B. Fabrication	\$ _____	\$ _____
C. Sheet Metal Work	\$ _____	\$ _____
D. Mechanical Component Repairs	\$ _____	\$ _____
E. Electrical Component Repairs	\$ _____	\$ _____
Total Routine Service Rates for Item 2 (A-E Inclusive) \$ _____		

*\*After hours rates are for informational purposes only and will not be considered in the evaluation of bids for award purposes. After hours rates shall not exceed 1 ½ times routine service rate.*

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

Mark-up materials and/or non-quote or rental equipment: Supporting cost documentation must be supplied with the invoice for material cost in excess of \$500.00.

Materials Cost Plus % Markup      Equipment Rental Cost Plus % Markup      Service Call Charge  
 \$ \_\_\_\_\_      \$ \_\_\_\_\_      \$ \_\_\_\_\_

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

Is Qualification of Bidders information included?      Yes\_\_\_\_      No\_\_\_\_



Bidder understands that the Authority reserves the right to reject all Bids and to waive any informality in bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, prior to award.

**Payment Terms:      Net 30 days**

By (Signature):		Date:
Name:		
Title:		
Company Name:		
Address:		
Phone Number:		

**AREA REPRESENTATIVE:**

Name ( <b>Printed</b> ):		Fax:
Title:		Telephone:
Address:		

*State or County License #* \_\_\_\_\_

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

## **SAVINGS**

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

Bidder is required to furnish the percent (%) savings in prices offered in this bid compared to prices that would be paid by the purchaser without benefit of a contract resulting from this bid.

BID PRICES OFFERED AVERAGE \_\_\_\_\_% LOWER THAN:

 (CIRCLE ONE OF THE FOLLOWING NUMBERS)

1. Price that would be obtained without benefit of a contract resulting from this bid.
2. Manufacturer's current wholesale price list.
3. Other (specify) \_\_\_\_\_

## **MINORITY /WOMAN/SMALL BUSINESS ENTERPRISE**

**(For internal information purposes only. Not a factor in award of this contract except in the event of a tie bid as prescribed in the Authority's Purchasing Manual, Section 7.2, Tie Bid Preference)**

If you are a minority/woman and/or small owned business please complete the following. This information will assist us in identifying your minority/women and/or small owned business in our database.

This form is not intended to certify your firm.

**ETHNIC GROUP STATUS:** Specify the ethnic group and percentage of ownership of the person(s) who owns and controls (management & operational) 51% or more of the firm.

African-American	Male	_____%	Asian-American	Male	_____%
	Female	_____%		Female	_____%
Hispanic-American	Male	_____%	Native-American	Male	_____%
	Female	_____%		Female	_____%
Caucasian-Female		_____%			

### **DEFINITIONS:**

**African-American:** any black individual of the racial groups of Africa; **Asian-American:** persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, India, Pakistan, and Bangladesh; **Hispanic-American:** persons of Spanish or Portuguese culture including Mexico, South America, Central America, or the Caribbean Islands; **Native-American:** persons having origins in any of the original peoples of North America; **Caucasian Female:** women that are not included in the above categories.

Are you currently certified as a minority vendor with a government entity? \_\_\_\_\_

With what agency(s) \_\_\_\_\_

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

Comments: \_\_\_\_\_

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

**DRUG-FREE WORK PLACE FORM**

**TECHNICIAN / FABRICATION SERVICES FOR COMPOST FACILITY  
AND WOODY WASTE PROCESSING SYSTEM**

**SWA BID No. 10-16/PF**

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

\_\_\_\_\_ does:  
(Name of Business)

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

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

\_\_\_\_\_  
BIDDER'S SIGNATURE

\_\_\_\_\_  
DATE

**CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER**

**TECHNICIAN / FABRICATION SERVICES FOR COMPOST FACILITY  
AND WOODY WASTE PROCESSING SYSTEM**

**SWA BID No. 10-16/PF**

It is hereby made a part of this Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood, or acts of God that the Solid Waste Authority of Palm Beach County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which may threaten public health and safety, as determined by the Solid Waste Authority of Palm Beach County. Vendor/contractor agrees to rent/sell/lease all goods and services to the Solid Waste Authority of Palm Beach County or any other government entity as opposed to a private citizen, on a first priority basis. The Solid Waste Authority of Palm Beach County expects to pay a fair and reasonable price not to exceed those quoted in this bid for all products in the event of a disaster, emergency or hurricane. Vendor/contractor shall furnish a 24-hour phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

**X**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**EMERGENCY/24 HOUR PHONE NUMBER(S):** \_\_\_\_\_

Office Phone Number: \_\_\_\_\_ Home Phone Number: \_\_\_\_\_

Beeper/Cellular Number: \_\_\_\_\_ **FAX Number:** \_\_\_\_\_

Nearest Branch Office Phone Number: \_\_\_\_\_

and Location: \_\_\_\_\_

Other out of Area Branch Office Locations and Phone Numbers:  
\_\_\_\_\_  
\_\_\_\_\_

**JOB ESTIMATE FORM**  
**SOLID WASTE AUTHORITY**

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**A copy of this completed form must accompany all proposals for work to be performed under  
SWA Bid No. 10-16/PF**

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**Description of Work:** (attach additional sheets if needed) \_\_\_\_\_

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**DATE:** \_\_\_\_\_ **Purchase Order or Blanket Purchase Order Number:**

**Locations:** Check ( ✖ ) one or write in Location

North County Landfill

Other: \_\_\_\_\_

**LABOR COST**  
**CLASSIFICATION OF EMPLOYEE PERFORMING WORK**  
**(i.e. Fabricator, Technician, Electrician, Apprentice, Helper)**

CLASSIFICATION OF EMPLOYEE	RATE	HOURS	LABOR COST
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
TOTAL LABOR COST			_____

Material Cost Breakdown used in above work: (attached additional sheets if needed) \_\_\_\_\_

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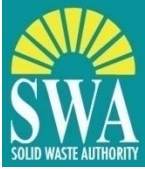
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Subcontractors proposed with estimated dollar expiration: (provide copy of subcontractor's estimate) \_\_\_\_\_

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# Safety Check/Time Sheet One for Each Employee

## Solid Waste Authority

SWA Location: \_\_\_\_\_

\_\_\_\_\_

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

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