

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: **Fuel, Biodiesel, Diesel and Gasoline**

Bid No.: **SWA 10-17/PF**

Bid must be received no later than 2:00 PM, AUGUST 18, 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			
<p>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).)</p>			
<p>X _____ Authorized Signature (Manual)</p>		_____ Authorized Name (Typed)	
		_____ Title (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.
- INVOICES AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:
 - A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to:
 Solid Waste Authority of Palm Beach County
Attn: Accounts Payable
 7501 North Jog Road
 West Palm Beach, FL 33412
 - All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated Authority employee or authorized agent; be clearly marked as "partial", "complete" or "final" invoice. The Authority will accept partial deliveries.
 - The invoice shall contain the Bidder's Federal Employer Identification number.
 - The Authority's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other terms of payment must have been previously approved by the Authority, and appear on the contract or purchase order document to be binding upon the Authority.
- DELIVERY:** Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday

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

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

SWA BID No. 10-17/PF

33 **PURPOSE**

The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract for the Purchase and Delivery of Ultra Low Sulfur Diesel, Biodiesel, Ethanol Blended Gasoline.

34 **AWARD, ALL OR NONE BY LOT**

Award in lot 1 will be based on a total of all lots for delivery.

TO BE CONSIDERED FOR AWARD OF A LOT, A BIDDER MUST BID ON EVERY ITEM IN A LOT TO HAVE HIS/HER BID CONSIDERED FOR THAT PARTICULAR LOT.

The Authority reserves the right to make a primary and secondary award. The lowest bidder meeting specifications, terms and conditions shall be the primary awardee. The next lowest bidder meeting specification, terms and conditions shall be secondary awardee.

35 **CONTRACT PERIOD/EXTENSIONS**

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

36 **DELIVERY, DAYS ARO, REQUEST**

Delivery shall be as requested by the Authority within the next business day between 7:00 am and 12:00 pm for all sites with the exception of Lot 1I. Vendor must have a dispensing facility to fill truck within ten miles of the Solid Waste Authority Maintenance Building. Vendors must provide an e-mail address or FAX number for ordering of fuel. Please provide phone numbers and fax numbers for all locations that accept orders for delivery. All orders shall be confirmed by return FAX or e-mail. **PHONE ORDERS WILL NOT BE ACCEPTABLE.**

Deliveries must be made within 24 hours after placement of order, unless prior arrangements have been made. Deliveries after the 24 hour timeframe will be subject to a ½ cent per gallon penalty. Vendor(s) making more than three (3) late deliveries shall be subject to cancellation of the contract.

Vendor must list all days that they are closed i.e.: Saturday, Sunday and all scheduled holidays i.e.: July 4, etc. **FAILURE TO LIST HOLIDAYS MAY DEEM VENDOR'S BID NON-RESPONSIVE.**

37 **F.O.B. DESTINATION, PREPAID**

The F.O.B. point within Palm Beach County is indicated on the bid proposal pages. Bid responses showing other than F.O.B. destination will not be accepted. Bid price must include all freight.

38 **AS SPECIFIED**

A purchase order or blanket purchase order will be issued to the awarded bidder with the understanding that materials delivered must meet the specifications herein. Materials delivered not as specified will be picked up, including any existing fuel which was contaminated, by the Bidder at no expense to the Authority. Replacement material meeting specifications shall be delivered immediately upon removal of non-conforming materials. Vendor liability may include but is not limited to cleaning of tanks if all non-conforming materials cannot be removed by draining or pumping.

At the option of the Authority, material 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.

39 **QUANTITY, ESTIMATED**

The quantities shown are estimated. The Authority reserves the right to increase or decrease the total quantities as necessary to meet actual requirements

40 **MATERIAL SAFETY DATA SHEETS**

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.

41 **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.

42 **PURCHASING AGENT**

The contact person for this solicitation is Phillip Ford, Purchasing Supervisor, @ 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.

43 **INFORMATION AND DESCRIPTIVE LITERATURE, ALL BIDDERS**

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 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 will be subject to rejection.

44 **INSURANCE REQUIRED, GENERAL, SERVICE, DELIVERY, ETC.**

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

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

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

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

Bodily Injury and/or	\$ 500,000 each occurrence
Property Damage	\$ 500,000 aggregate
	or
Combined Single Limit	\$ 500,000 each occurrence/aggregate

These limits are to protect the Bidder and the Authority from claims for damage, which may arise from general operations or from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the vendor or by anyone directly or indirectly employed by the vendor.

The Bidder shall maintain Workers Compensation insurance as per statutory requirements and Employers Liability limits no less that \$500,000 per occurrence each accident; \$500,000 policy limit disease; \$100,000 disease,- each employee.

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

45 **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. Cleanup of any spillage occurring during delivery as well as any consequential damages will be the responsibility of the Vendor at no cost to the Authority.

46 **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.

47 **CANCELLATION, WITH CAUSE**

If either product or service does not comply with specifications as stated herein or fails to meet the Authority's performance standards, the contractor shall be given reasonable time to correct all deficiencies. Failure to remedy such deficiencies within a reasonable time shall result in immediate cancellation of the contract. Cancellation in this manner may result in suspension of the Contractor from the bidders list for a period of up to 3 years.

TECHNICAL SPECIFICATIONS
FUEL, BIODIESEL, DIESEL AND GASOLINE
SWA BID No. 10-17/PF

Scope of Services: The purpose of this bid is to provide for the purchase of **BIODIESEL, DIESEL, and ETHANOL BLENDED GASOLINE**, as specified below, in transport and in less than transport quantities as requested by the Authority's Maintenance Department.

BIODIESEL

The fuel furnished by the bidder shall be Biodiesel which meets the specification of ASTM D 6751. The fuel will be used in on road as clear diesel fuel and in off road as dyed diesel fuel.

The blend of Bio-Diesel will be on the order form and must be on OPIS to be delivered. All delivery tickets and invoices must clearly state which blend of Biodiesel is being delivered. The vendor will be notified in writing a minimum of two (2) weeks (14 days) prior to any blend change.

ULTRA LOW SULFUR DIESEL

The fuel furnished by the bidder shall be Ultra Low Sulfur Diesel which meets the specifications of ASTM D975. This fuel will be used in on road as clear diesel fuel and in off road applications as dyed diesel fuel.

GASOLINE

The fuel furnished by the bidder shall be Ethanol blended gasoline meeting the following requirements. Ethanol blended Gasoline, antiknock (octane) index minimum 87, meeting current State of Florida Specifications. The blend percentage must be listed on OPIS to be eligible for delivery

Bidder must attach their bid specifications of product offered affirming specification of the product.

PRICING

Pricing on all diesel fuel will be based on the published Oil Price Information Service (OPIS) **DAILY** prices at Miami, FL, plus the fixed-price increment which will remain firm for the duration of the contract period. Prices to include delivery to all SWA locations listed on bid. Further, the awarded vendor diesel deliveries shall provide, at no additional cost, a one (1) year subscription to OPIS publication **MIAMI DAILY** report edition which includes the OPIS listing for Biodiesel. OPIS provided must include all blends of Bio-Diesel and Ethanol available. In addition, Contractor shall be required to furnish subscription for any renewal.

Bidder (Company) _____ Signature _____
10-17/PF TEC-1 of 4

The mailing address for the subscription is:

Solid Waste Authority
Purchasing Services
Attn: Phillip Ford, Purchasing Supervisor
7501 North Jog Road
West Palm Beach, FL 33412
e-mail: pford@swa.org

MEASUREMENTS OF QUANTITIES DELIVERED:

The quantity of fuel delivered shall be invoiced on the basis of quantities adjusted to 60 degrees Fahrenheit. Invoices shall show the adjustment calculation. This requirement is for transport deliveries only. All vendors who bid must provide tank wagon and transport deliveries.

LOT 1

Lot	Locations for delivery	Tank Size Delivery Conditions	Est. Ann Qty	Avg Delvy/Mo
1A	South County Transfer Station 1901 SW Fourth Avenue Delray Beach, FL 33430	2000 gallon above ground diesel tank pumping units required for unloading. Delivery required Monday, Wednesday, Friday	36,000 gal	12X
1B	Central County Transfer Station 1810 Lantana Road Lantana, FL 33462	12000 gallon above ground diesel tank pumping units required for unloading	125,000 gal	1.5X
1C	Belle Glade Regional Transfer Station 1701 State Road 15 Belle Glade, FL 33430	2000 gallon above ground diesel tank pumping units required for unloading	12,000 gal	2X
1D	North County Transfer Station 14185 N. Military Trail Jupiter, FL 33412	2000 gallon above ground diesel tank pumping units required for unloading	15,000 gal	2X
1E	Equipment Maintenance 6255 North Jog Road West Palm Beach, FL 33412	4,000 gallon diesel tank 20,000 gallon diesel tank unloaded by gravity with lock-on coupler	350,000 gal	12X
1F	West Central Transfer Station 9743 Process Road Royal Palm Beach, FL 33411	10,000 gallon above ground tank pumping units for unloading fuel required	125,000 gal	1.5X
1G	Southwest County Transfer Station 13400 South State Road 7 Delray Beach, FL 33446	12,000 gallon tank above ground tank pumping units for unloading fuel required ** opening est May 2011	125,000 gal	1.5X
1H	Utilities Department 6329 North Jog Road West Palm Beach, FL 33412	12,000 gallon above ground tank Pumping units required for off -loading.	300,000 gal	3.5X

Bidder (Company) _____ Signature _____

11	Equipment Maintenance 6255 North Jog Road West Palm Beach FL 33412	Off road fuel trucks (2X) each has tank holding 1500 gal of ultra low sulfur dyed diesel or dyed Biodiesel. SWA vehicles must come to vendor to fill up Monday – Friday. This is on an as needed basis as required.	60,000 gal	As required
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LOT 2

Lot	Locations for delivery	Tank Size Delivery Conditions	Est. Ann Qty	Avg Delvy/Mo
2A	Equipment Maintenance 6255 North Jog Road West Palm Beach, FL 33412	10,000 gallon unleaded gasoline tank Unloaded by gravity with lock-on coupler	72,000 gal	4X

**Notification of Tax Rate Changes
and/or
Changes in Government Regulations**

Awarded Bidder shall, at the earliest possible date, notify the Authority of any tax rate changes, addition or deletion of any applicable taxes or fees levied by a Federal, State or Local government. They must also supply copies of applicable statutes, rules, schedules, etc. as verification of these changes.

Delay Charge: The Authority will pay an agreed to hourly charge for delaying transport off loading after the first half hour. This charge will not apply to deliveries which do not arrive at the mutually agreed to time of delivery. Bidders are requested to list an hourly rate in their Bid response. Actual rate will be negotiated prior to award if the Authority, at its sole discretion, feels the bid rate is unreasonable.

Off-Loading

Awarded Bidder must supply all required hoses and fittings for off-loading fuel from transports. It is the Bidders responsibility to inspect the delivery locations and become familiar with any special off-loading parameters. Driver must lock-on during delivery and shall remain in the immediate vicinity until off-loading is complete.

Delivery

Bidder shall be responsible for complete cleanup of Authority tanks, replacement of all fuel, and provision of auxiliary fuel storage during cleanup if they or their contract carrier are found to be responsible for contamination of Authority fuel tanks.

Bidder must list all fuel sources that bidder plans to use (example: Texaco, Marathon etc.)

Bidder must submit with bid Material Safety Data Sheets for all types and Manufacturers of fuel.

Bidder (Company) _____ Signature _____

BID PROPOSAL FORM
FUEL, BIODIESEL, DIESEL AND GASOLINE

BID No. 10-17/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. Award will be made on an “all-or-none total offer per lot” basis.

HEREBY PROPOSES AND AGREES, in this **BID NO.10-17 /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.

Note: Fuel may be ordered in tank wagon or transport quantities depending on the requirements at the time. Bidding Vendor must be able to supply both tank wagon and transport.

Lot	Net Annual Fuel Quantity	Description	Fixed Price Increment
Lot 1			
		Tank Wagon Delivery / Transport Delivery	
1A	36,000 gallons South County	Biodiesel Ultra low Sulfur Diesel	\$ _____ /gal \$ _____ /gal
1B	125,000 gallons Central County	Biodiesel Ultra Low Sulfur Diesel	\$ _____ /gal \$ _____ /gal
1C	12,000 gallons Belle Glade	Biodiesel Ultra Low Sulfur Diesel	\$ _____ /gal \$ _____ /gal
1D	15,000 gallons North County	Biodiesel Ultra Low Sulfur Diesel	\$ _____ /gal \$ _____ /gal
1E	350,000 gallons Maintenance	Biodiesel Ultra Low Sulfur Diesel	\$ _____ /gal \$ _____ /gal
1F	125,000 gallons West Central	Biodiesel Ultra Low Sulfur Diesel	\$ _____ /gal \$ _____ /gal
1G	125,000 gallons Southwest	Biodiesel Ultra Low Sulfur Diesel	\$ _____ /gal \$ _____ /gal
1H	300,000 gallons Utilities	Biodiesel Ultra Low Sulfur Diesel	\$ _____ /gal \$ _____ /gal
1I	60,000 gallons Pick up	Biodiesel Ultra Low Sulfur Diesel	\$ _____ /gal \$ _____ /gal
Lot 2			
	72,000 gallons Maintenance	Ethanol Blended Regular Gasoline	\$ _____ /gal

Additional Information:

Hourly Charge for delivery detail (after the first ½ hours) \$ _____ /Hr

Not considered in Award:

Additional cost to split transport \$ _____

Bidder (Company) _____ Signature _____

Is Information / descriptive literature, included per page STC #43? Yes | No

Are all fuel sources listed per page TEC 4? Yes | No

Are Material Safety Data Sheets included per pages STC #40 and TEC 4? Yes | No

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

Is the Conditions for Emergency/Hurricane or Disaster form attached? 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 (Printed):		Title:
Company Name:		
Address:		
Contact Information:	FAX:	Office:
	Cell/Mobile:	E-Mail:

State or County License # _____

Bidder (Company) _____ Signature _____

Per STC #36 DELIVERY, DAYS ARO, REQUEST, please list all days that your company is closed.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

AREA REPRESENTATIVE:

Company Name:		
Address:		
Contact Information:	FAX:	Office:
	Cell/Mobile:	E-Mail:

SAVINGS

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

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

BID PRICES OFFERED AVERAGE _____% LOWER THAN:

 (CIRCLE ONE OF THE FOLLOWING NUMBERS)

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

MINORITY /WOMAN/SMALL BUSINESS ENTERPRISE

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

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

This form is not intended to certify your firm.

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

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

DEFINITIONS:

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

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

With what agency(s) _____

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

Comments: _____

Bidder (Company) _____ Signature _____

DRUG-FREE WORK PLACE FORM
FUEL, BIODIESEL, DIESEL AND GASOLINE

SWA BID NO. 10-17/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
FUEL, BIODIESEL, DIESEL AND GASOLINE

SWA BID NO. 10-17/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: _____

