

SUBMIT BID TO:

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



INVITATION TO BID

Bidder Acknowledgment

PURCHASING DEPARTMENT CONTACT:

Maciej Kadzinski
 Telephone: 561 640-4000, ext 4526

Bid Title: **Fill Material Hauling Services**

Bid No.: **10-244/MRK**

BID MUST BE RECEIVED NO LATER THAN 2:00 PM, SEPTEMBER 9, 2010, AT WHICH TIME BIDS WILL BE OPENED.

Bidder Name:		Fed. ID No. or SS Number:	
<u>Mailing Address:</u> 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 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

FILL MATERIAL HAULING SERVICES BID No. 10-244/MRK

33. PURPOSE

The purpose and intent of this Invitation to Bid is to secure firm prices and establish a term contract for the Fill Material Hauling Services.

The Solid Waste Authority (Authority) currently has a need for hauling approximately 1.3 million cubic yards (yds³) of fill from a stockpile located on Authority property on the East side of Jog Road to Authority's property located on the West side of Jog Road.

34. GENERAL INFORMATION

The Authority will hold a **NON-MANDATORY PRE-BID CONFERENCE ON AUGUST 24, 2010 AT 10:00 AM**, at 7501 North Jog Road, West Palm Beach, Florida, 33412, open to Contractors, Sub-Contractors, and other interested parties, at which time the Engineer will be present to answer questions and explain the intent of the Bid Documents. **Optional Site visits will follow.**

All questions and communications concerning this procurement process must be directed to **Mr. Maciej Kadzinski, Procurement Manager of Purchasing Services**. All requests for clarifications or additional information must be submitted in writing via electronic mail to mkadzinski@swa.org, or by facsimile to 561-640-3400. **THE DEADLINE FOR ALL INQUIRIES IS 5:00 P.M. ON FRIDAY, AUGUST 27, 2010.** The Authority will record its responses to inquiries from the pre-bid conference and any supplemental instructions, including the Sign-In Sheet in the form of a written addendum.

Oral explanation given before the submission of Bids will not be binding. Any interpretation and revisions made will be in the form of an addendum. Addendums may be downloaded from the Authority's website at www.swa.org. Receipt of all addenda is to be acknowledged by the Bidders in their Bid submittal. Previous addenda are deemed received when subsequent addendum/addenda are acknowledged. It is the Bidder's responsibility to contact the Authority in the event that a previous addendum is not received.

It is the Bidders sole responsibility to ascertain, by contacting the Authority's Purchasing Services **at least five (5) days** prior to the Bid opening date, whether any Addenda to this Bid have been issued, and to properly acknowledge all such Addenda in the bid response.

The Authority will not issue an Addendum within five (5) days of Bid opening, unless it is to extend the bid opening date.

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the Authority through written communication 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.

Bidders will be permitted to withdraw their bids at any time prior to Bid opening. Bids may not be withdrawn for a period of **ninety (90) days** after Bid Opening.

At the time of the contract, the Bidder shall identify all proposed subcontractors for this project and the work they will be performing. Documentation that all subcontractors are licensed in the State of Florida for the type of work they will be performing shall also be submitted prior to commencement of work.

Each bidder shall acquaint himself thoroughly as to the character and nature of the work to be done. Bidder is urged to visit the site to ascertain pertinent local conditions by inspection and inquiry, such as the location, accessibility, surface and sub-surface conditions and general character of the site, labor conditions and character and extent of existing work within or adjacent thereto, and any other work being performed thereon. In order to schedule site visits contact **Patrick Carroll, Director of Project Management & Facilities Development at (561) 640-4000, ext. 4608.**

Copies of the Bid documents, any forthcoming Addenda are available on the Authority's Website at www.swa.org and available for public inspection in the office of:

**Solid Waste Authority of Palm Beach County
Purchasing Services Department
7501 North Jog Road
West Palm Beach, Florida 33412
(561) 640-4000**

35. AWARD CRITERIA

The Authority reserves the right to make a primary and secondary award. The lowest and best Bid from a responsive, responsible Bidder shall be the primary Bidder, subject to the specifications, terms and conditions contained herein. The next lowest and best Bid from a responsive, responsible Bidder shall be secondary Bidder, subject to the specifications, terms and conditions contained herein. The secondary Bidder's prices shall remain the same as originally bid and shall remain firm for the duration of the contract. Bid Forms, Bidder qualifications and other factors will be considered for an award. Bids received after time and date for receipt of Bids will be returned unopened.

In the event the primary Bidder cannot fulfill his or her contract, subject to the terms and conditions as provided herein, the Authority reserves the right to use the secondary Bidder to perform requested services. The secondary Bidder will be required to provide to the Authority the requisite certificate of insurance within seven (7) days prior to issuance of a purchase order or blanket purchase order.

In the event, the first and second low responsive, responsible Bidder do not accept the Authority's offer, the Authority expressly retains the right to award the first and secondary Bid to the third, fourth, fifth, etc, responsive, responsible Bidder. (See Special Terms and Conditions, Section 55, Right to Terminate).

If the Bid is awarded, the Authority will give the primary and secondary Bidders a Notice of Award within **ninety (90)** days after the date of the Bid Opening. Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual agreement between the Authority, the Successful Bidder, and the surety, if any, for the Successful Bidder.

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.

36. BID SECURITY

Each Bid **shall be accompanied** by a Bid Security in the form of a surety company Bid Bond or certified check, drawn upon any State or National Bank in Florida, payable to the Solid Waste Authority of Palm Beach County in an amount not less than five Percent (5%) of the amount of the total Bid. **Any Bid received without a Bid Security will be rejected and returned.** Bid Security will be returned to all except the three lowest bidders within **ten (10) days** after the opening of Bids, and the remaining Bid Securities will be returned within **ten (10) days** after the Authority awarded the Bid, or if no award has been made, **within ninety (90) days** after the date of opening of Bids, or upon demand of Bidder at anytime thereafter, so long as Bidder has not been notified of acceptance of their Bid. The Bid Bond executed by the Bidders shall be issued by a Surety Company licensed to do business in the State of Florida and meeting the provisions required by Florida Statute 287.0935.

If the primary Bidder does not furnish the required certificate of insurance and other required documentation within twenty-one (21) days of the date of Notice of Award, the primary Bidder shall be in default and, at the Authority's discretion, the Bid Security shall be paid to the Authority as liquidated damages and the Authority shall have the right to award the Contract to another Bidder. The Bidder agrees with the Authority that the amount of Bid Security fairly and reasonably represents the amount of damages the Authority will suffer due to failure of the Bidder to fulfill their obligations required herein.

37. OPTION TO RENEW FOR TWO (2) ADDITIONAL YEAR PERIODS

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. Prior to, or upon completion of that initial term, the Authority shall have the option to renew this contract for two (2) additional one (1) year periods.

All prices, terms and conditions shall remain firm for the initial period of the contract. In addition, all prices, terms and conditions shall remain firm for the renewal period of the contract. There will be no allowable price escalations for fuel costs throughout any contract period(s), unless otherwise specified in this document.

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.

38. QUALIFICATION OF BIDDERS, SERVICE/CONSTRUCTION

This Bid shall be awarded to primary and secondary Bidders, qualified to provide the work specified. The primary and secondary Bidders shall submit the following information with Bidders' proposal or within three (3) days of request:

- A. Experience record showing the Bidders' training and experience in similar work.
- B. List and brief description of similar work satisfactorily completed with location, dates of contracts, names and addresses of owners.
- C. List of equipment to do the work including: make, model, year and capacity (in tons) of each piece of trucking equipment.

Failure to submit the above requested information, within three (3) days of request, may be cause for rejection of the Bids. Information previously submitted to the Authority in response to another 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).

39. BID SUBMITTAL

Submittal of a Bid in response to this Bid constitutes an offer by the Bidder.

One (1) manually signed original and one (1) photocopy of the Bid must be sealed in one package. The Bidder's name, return address, date and time of bid opening, the Bid number and title must be clearly annotated on the outside of the package. Bids not conforming to the instructions, terms and conditions provided herein may be subject to disqualification at the sole option of the Authority.

Each Bid shall be legibly written or printed in ink, submitted on the Bid Form included herewith, and shall be manually signed in ink by an officer or employee having authority to legally bind the company or firm. If erasures or other changes appear on the form, each erasure shall be signed or initialed by the person signing the Bid. If initialed, the Authority may require the Bidder to identify any alteration so initialed. Failure to perform may disqualify the bid at the discretion of the Authority.

MISTAKES: Bidders are expected to examine the specifications, performance schedule, Bid prices, extensions and all instructions pertaining to the Bid and Scope of Work. **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 will take precedence over numerical amounts. In the event of addition error(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.

Complete sets of Bidding Documents shall be used in preparing Bids; the Authority will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents, by Bidders or their sub-bidders.

Bidders shall not supply inaccurate, misleading, or exaggerated information as such may cause the Bidder to be disqualified from consideration.

All blank spaces in the Bid Form for the contract Bid shall be filled. Bids received without all items completed or with changes or modifications may be considered non-responsive, and may be completely rejected at the Authority's discretion.

40. DELIVERY OF BID FORMS

Bids shall be deposited at the designated location with the Purchasing Specialist, just behind main Receptionist, prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or the modified time and date as Indicated by Addendum and shall include the following forms:

1. Invitation to Bid/Bidder Acknowledgment
2. Bid Form (p. BF-1 – BF-3)
3. Bid Security: (*surety bond, cashier's check, or certified check*) (p. BB-1 – BB-2)
4. Power of Attorney (*for surety bond only*)
5. Non-Collusive Affidavit (NCA)
6. Drug-Free Work Place Form (DFW), *if applicable*
7. Conditions for Emergency/Hurricane or Disaster (EMG)
8. Trench Safety Act (TSA), *if applicable*

Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

Oral, facsimile, telephone or telegraph Bids are invalid and will not receive consideration.

No Bidder may submit more than one Bid on the Contract. Multiple Bids under different names will not be accepted from any one firm or association.

41. PRIOR TO AWARD

The primary and secondary Bidders shall be prepared to discuss with the Authority the manner in which they propose to conduct their work in compliance with all Contract requirements.

The primary and secondary Bidders shall supply to the Authority, prior to award, if and when requested, pertinent information to substantiate that:

1. Bidder maintains a permanent place of business;
2. Bidder has adequate equipment to do the work properly and expeditiously;
3. Bidder has suitable financial resources to meet the obligations of the work as they come due;
4. Bidder has appropriate successful contractual and technical experience in similar work;
5. Bidder shall produce satisfactory evidence that Bidder holds valid state, county and local licenses or certificates of competency covering all operations and all areas of political jurisdiction involved in the work of this Contract, or will obtain said licenses, certificates of competency, etc., prior to commencement of the work. This provision is a condition precedent to the award.

42. SUBMITTALS REQUIRED FROM PRIMARY AND SECONDARY BIDDERS

The following submittals shall be required to be provided by the primary and secondary Bidders within twenty-one (21) days from the Notice of Award:

- A. Original or certified copy of Certificate of Insurance with all required endorsements/stipulations, in case of the secondary Bidder a letter from an insurance company that the Bidder is certifiable
- B. Any other required documentation as stated in the Invitation to Bid

43. LICENSES AND PERMITS

It shall be the responsibility of the primary and secondary Bidders to obtain, at no additional cost to the Authority, any and all licenses and permits required to complete this contractual service. A copy of these licenses and permits shall be submitted to the Authority prior to commencement of work.

44. METHOD OF ORDERING, INDIVIDUAL OR BLANKET PURCHASE ORDER

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.

45. DELIVERY (HAULING)

Delivery (Hauling) of fill materials is FOB destination; freight included and is to be made to the following site: **West Side of Jog Road, West Palm Beach, FL 33412.**

Delivery (Hauling) shall occur on Monday through Thursday during the hours of 7:00AM till 5:00PM only. Delivery hours may be extended with prior approval from the Authority.

Please refer to the attached map for the specific loading and dumping locations. The haul route has also been identified on the map.

46. CANCELLATION, WITHOUT CAUSE

The Authority reserves the right to cancel this term contract without cause via thirty (30) day written notice.

47. CODES AND REGULATIONS, BUILDING AND SAFETY

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

48. QUANTITY, ESTIMATED

The quantity shown is estimated. The Authority reserves the right to increase or decrease the total quantity as necessary to meet actual requirements. The total potential estimated quantity of this term contract is as follows:

Approximately 1.3 million yds³

This quantity represents the best estimate of potential fill needs based on currently available information. The amount of fill during this term contract will depend on the scheduling of construction activities at the site as well as availability of fill from Authority sources.

49. INVOICE INFORMATION, PARTS AND LABOR

Invoices submitted as a result of this Bid must contain the following information:

1. Purchase Order or Blanket Order Number.
2. Bid Number and Lot.
3. Itemized labor cost per bid rate(s), if applicable.

50. PAYMENT BASIS

The Authority will develop a ticketing system to track and verify actual quantities (loads) hauled. Payment shall be made on a per load basis (18 yds³)

51. PROTECTION OF PROPERTY

The primary and secondary Bidders shall at all time 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 primary and secondary Bidders or his or her agents. The primary and secondary Bidders shall also be responsible for the protection of his or her own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, by rainstorm, wind damage, vandalism or other acts of God).

52. INDEMNIFICATION

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

53. INSURANCE REQUIRED, GENERAL, SERVICE, DELIVERY, ETC.

The primary and secondary Bidders 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. The insurance certificate shall be furnished within twenty-one (21) days of the date of Notice of Award.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The primary and secondary Bidders 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 primary and secondary Bidders 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 primary and secondary Bidders shall maintain commercial liability insurance in the amount of \$1,000,000 per occurrence including products/completed operations.

The primary and secondary Bidders shall maintain comprehensive automobile liability insurance in the following amounts:

Bodily Injury and/or Property Damage	\$ 1,000,000 each occurrence \$ 1,000,000 aggregate
or	
Combined Single Limit	\$ 1,000,000 each occurrence/aggregate

These limits are to protect the primary and secondary Bidders 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 primary and secondary Bidders shall maintain Workers Compensation insurance as per statutory requirements and Employers Liability limits no less than \$500,000 per occurrence each accident; \$500,000 policy limit disease; \$100,000 disease,- each employee.

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

54. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

All Bidders submitting a response for this 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 primary and secondary Bidders feel it is in their best interest to do so.

This agreement in no way restricts or interferes with the right of any political subdivision to rebid any or all items.

55. RIGHT TO TERMINATE

In the event that any of the provisions of the contract are violated by the primary and secondary Bidders, the Authority shall serve written notice upon such Bidder(s) of its intention to terminate the

contract. Such notice is to state the reason(s) for such intention to terminate the contract. The liability of the Bidder(s) for any and all such violation(s) shall not be affected by any such termination.

56. CONE OF SILENCE

Bidders are advised that a Cone of Silence is in effect that prohibits a Bidder, or any person representing the Bidder, from communicating with any member of the Solid Waste Authority Governing Board, Governing Board staff, or any Authority employee authorized to act on behalf of the Governing Board to award a contract resulting from this Bid. Written communication with the Contact Person (designated in the solicitation) for purposes of providing clarification and information necessary to complete the process of an award or to make a public record request are exceptions to the Cone of Silence requirements.

The Cone of Silence shall be in effect as of the deadline to submit bids. The Cone of Silence will continue 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 conferences, contract negotiations during any public meeting, presentations made to the Board, and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between any Authority employee and the intended awardee(s), any dispute resolution process following the filing of a protest between the person filing the protest and any Authority employee, or any written correspondence at any time with any Authority employee, or Board member, unless specifically prohibited by the applicable competitive solicitation process.

Bidders may, however, contact Governing Board members, Governing Board staff or Authority employees through written communication, only.

57. SAFETY AND HEALTH REGULATIONS

Contractor must comply with all applicable Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL91-956) and under Section 107 of the Contract Work Hours and Safety Standard Act (PL91-54).

58. DRUG-FREE WORK PLACE

Preference shall be given to businesses with 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.

59. MINORITY/WOMAN/SMALL BUSINESS ENTERPRISE (M/W/SBE)

Minority/Woman/Small Business Enterprise indicates a business entity which is owned and operated by a minority or woman. Minority/woman/small business group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanic, Female,

Native American, Asian-Pacific, Asian-Indian, and eligible others. An M/W/SBE wishing to participate in the Authority procurement process may contact the Purchasing Services for information and assistance.

60. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133(3)(f), 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 Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

61. POSTING AND RECOMMENDATION

Recommendation for award will be posted for review by interested parties at Purchasing Services for a period of five (5) days. Failure to file a protest to the Director, 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.

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TECHNICAL SPECIFICATIONS

FILL MATERIAL HAULING SERVICES BID No. 10-244/MRK

INTRODUCTION

The Authority currently has a need for hauling approximately 1.3 million cubic yards of fill from a stockpile located on Authority's property located East side of Jog Road to Authority's property located on the West side of Jog Road.

The primary and secondary Bidders shall be responsible for hauling and dumping utilizing only 18 yds³ trucks. The Authority will be responsible for loading the trucks. The primary and secondary Bidders shall be capable of hauling a minimum of 250 and maximum of 500 trucks (loads) per day. The Authority will develop a ticketing system to track and verify actual quantities (loads) hauled. The Authority will not allow trucks to be stored on Authority's property overnight. Drivers will be required to haul a full legal load. Drivers will be responsible for cleaning up spills on public roadways (Jog Road). Drivers will be required to abide by all applicable laws, ordinances, etc. The haul route may change as work progresses. Failure to comply with all rules will result in driver dismissal.

QUANTITY

The quantity shown is estimated. The Authority reserves the right to increase or decrease the total quantity as necessary to meet actual requirements. The total potential estimated quantity of this term contract is as follows:

Approximately 1.3 million yds³

This quantity represents the best estimate of potential fill needs based on currently available information. The amount of fill during this term contract will depend on the scheduling of construction activities at the site as well as availability of fill from Authority sources.

DELIVERY (HAULING)

Delivery (Hauling) of fill materials is FOB destination; freight included and is to be made to the following site: **West Side of Jog Road West Palm Beach, FL 33412.**

Delivery (Hauling) shall occur on Monday through Thursday during the hours of 7:00AM till 5:00PM only. Delivery hours may be extended with prior approval from the Authority.

Please refer to the attached map for the specific loading and dumping locations. The haul route has also been identified on the map.

BID PRICING

Pricing provided on the Bid Form shall be inclusive of all bidder costs and delivery to the area designated by Authority. Pricing shall be quoted as per unit price/per load (18 yds³).

PAYMENT BASIS

The Authority will develop a ticketing system to track and verify actual quantities (loads) hauled. Payment shall be made on a per load basis (18 yds³).

BID FORM

FILL MATERIAL HAULING SERVICES

BID NO. 10-244/MRK

TO: SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

FROM: _____
(Bidder)

THE UNDERSIGNED BIDDER, having familiarized her/himself with the specifications in the Invitation to Bid, the site where the Work is to be performed, local labor conditions and all laws, regulations, and other factors affecting performance of the Work, and having satisfied her/himself of the expense and difficulties attending performance of the Work;

HEREBY PROPOSES AND AGREES, in this **BID NO. 10-244/MRK**, that the Bidder hereby accepts all terms and conditions as stated herein, and shall enter into a Contract to perform for the following price:

Unit Price Item = \$ _____/per load (18 yds³)

Bidder represents and hereby states that Bidder and Bidder's subcontractors are familiar and capable to perform Fill Material Hauling Services.

The full names and addresses of parties interested in this Bid as principals are as follows:

Name:	Name:
Address:	Address:
City/State/Zip:	City/State/Zip:

Bidder understands that the Authority reserves the right to reject any and all Bids and to waive any irregularity in bidding. Bidder agrees that the Authority may reduce or delete any work items as deemed necessary. Such reduction or deletion of work items shall not constitute a basis for withdrawal of this Bid.

The Bidder agrees that this Bid shall be good, and may not be withdrawn for a period of **ninety (90) days** after Bid Opening.

Bidder/Company _____ Signature _____

Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM	DATE	SIGNATURE OF PERSON SIGNING BID
1.		
2.		

The Bid Security attached in the sum of _____

_____ dollars (\$ _____) / **5% of Bid Price** is to become the property of the Authority in the event the required Bonds, Insurance and other requested documentation are not provided and the Contract is not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the Authority caused thereby.

Bidder hereby declares that the only person/persons interested in this Bid/Contract, as principal or principals, is/are named herein and that no other than herein mentioned has any interest in the Bid/Contract to which the work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making a Bid and that the Bid is in all respects fair and made in good faith without collusion or fraud.

NOTE: In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Is Qualification of Bidders information included? Yes___ No___

Payment Terms: Net 30 days

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

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. 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.

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 _____

BID BOND

**FILL MATERIAL HAULING SERVICES
BID No. 10-244/MRK**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

_____, as Principal and
(Name of Bidder)

_____, as Surety, are
(Name of Surety)

hereby held and firmly bound unto the Solid Waste Authority of Palm Beach County, West Palm Beach, Florida, as Obligee, in the sum of:

_____ Dollars (\$ _____) **5% of Bid Price**

as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted to the Solid Waste Authority of Palm Beach County a certain Bid attached hereto and made a part hereof, to enter into a contract, referenced as the **Fill Material Hauling Services**.

NOW THEREFORE,

- a. If said Bid shall be rejected or withdrawn as provided in the Invitation to Bid and Instructions to Bidders or, in the alternative,
- b. If said Bid shall be accepted and the Principal shall furnish all insurance requirements, and any other required documents in the Invitation to Bid.

then this obligation shall be void, otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder in no event shall exceed the amount of this obligation.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which such Bid may be accepted, and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the parties hereto have duly executed this bond on the ____ day of _____, 20__.

PRINCIPAL:

By: _____
Signature (Seal)

WITNESS:

- 1. _____
- 2. _____

Name: _____
Title: _____
Address: _____

Telephone: (_____) _____

SURETY:

By: _____
Signature (Seal)

WITNESS:

- 1. _____
- 2. _____

Name: _____
Title: _____
Address: _____

Telephone: (_____) _____

Surety companies executing bonds **must** appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, in accordance with Florida Statute 287.0935, and be approved by the Solid Waste Authority of Palm Beach County.

NON-COLLUSIVE AFFIDAVIT

**FILL MATERIAL HAULING SERVICES
BID No. 10-244/MRK**

State of _____

County of _____

_____ being first duly sworn deposes and says that:

- (1) He is the _____, of (Owner, Partner, Officer, Representative or Agent) _____ the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Solid Waste Authority of Palm Beach County, or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest including this affidavit.

Subscribed and sworn to before me

By: _____

this _____ day of _____, 20____

(PRINT NAME AND TITLE)

My commission expires _____

DRUG-FREE WORK PLACE FORM

**FILL MATERIAL HAULING SERVICES
BID No. 10-244/MRK**

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

**FILL MATERIAL HAULING SERVICES
BID No. 10-244/MRK**

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: _____

Cellular Number: _____ FAX Number: _____

Nearest Branch Office Phone Number: _____

and Location: _____

Other out of Area Branch Office Locations and Phone Numbers: _____

TRENCH SAFETY ACT

**FILL MATERIAL HAULING SERVICES
BID No. 10-244/MRK**

On October 1, 1990, House Bill 3183, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's owned standard.

The Bidder, by virtue of his signature below, affirms that he is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Contractor and his subcontractor.

The Bidder is also obligated to identify his anticipated method and cost of compliance with the applicable trench safety standards.

BIDDER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT. THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

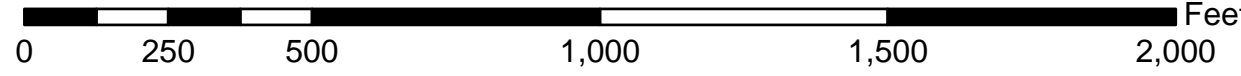
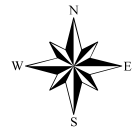
The Bidder further identified the costs and methods summarized below:

Description	Unit	Quantity	Unit Price	Extended Price	Method
TOTAL:				\$	

BIDDER SHOULD COMPLETE AND SUBMIT THE ABOVE WITH HIS BID, HOWEVER, MUST DO SAME PRIOR TO AWARD.

Name of Bidder

Authorized Signature of Bidder



1 inch = 333 feet