

**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: **RECOVERY & MOVEMENT OF OFF-ROAD EQUIPMENT**

Bid No.: **SWA 11-01/PF**

**Bid must be received no later than 2:00 PM, October 8, 2010, at which time bids will be opened.**

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

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

X

\_\_\_\_\_  
 Authorized Signature (Manual)

\_\_\_\_\_  
 Authorized Name (Typed)

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

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

## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

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

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

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

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

9. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.
10. **INTERPRETATIONS:** All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the Authority in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing, and received by the Authority at least five (5) days prior to the Bid Opening. Inquiries shall be addressed to the Assistant Director, Purchasing Services and Asset Management Section. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders in the appropriate place on the Bid Form.
11. **DISPUTES:** Any Bidder who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the Authority.
12. **CONFLICT OF INTEREST:** All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Authority. Further, all Bidders must disclose the name of any Authority employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.
13. **LEGAL REQUIREMENTS:** Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

Preference shall be given to business with **Drug-Free Work Place (DFW)** programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Authority for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

**Minority Business Enterprise (MBE)** indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MBE wishing to participate in the Authority procurement process may contact the Purchasing Services Section for information and assistance.

**PUBLIC ENTITY CRIMES** - Pursuant to F.S. 287.133, as amended: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
14. **BID EXEMPT:** Purchases shall not include items/services available at lower prices on other public entity or State of Florida contracts. The Authority reserves the right to bid separately any item/service if deemed to be in the best interest of the Authority.
15. **AWARDS:** As the best interest of the Authority may require, at its sole discretion, the right is reserved to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award and to make award(s) by individual item, group of items, "All or None," or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received; and may, at its sole discretion, request a re-bid. Bidders are cautioned to make no assumption until the Authority has entered into a contract or purchase order. NOTE: Bid tabulations will be furnished upon written request which includes an enclosed, self-addressed, stamped envelope. The award recommendation will be posted for review by interested parties at Purchasing Services for a period of five (5) calendar days. Failure to file a written protest to the Assistant Director of Purchasing Services within the time prescribed in the AUTHORITY'S Purchasing Manual, Section 10, shall constitute a waiver of proceedings. It is the Bidder's sole responsibility to ascertain the time of posting of the award recommendation. This may be accomplished by telephone, FAX, E-Mail or other means deemed timely by the Bidder.
16. **PROMOTIONAL PRICING:** In addition, bidder shall offer to the Authority during the contract period any item(s) offered on a "promotional" basis from the manufacturer. It will be the successful bidder's responsibility to monitor said item(s) and report any that are or will be offered at lower price.
17. **EEO STATEMENT:** The Authority is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.
18. **CONTRACTUAL AGREEMENT:** The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Palm Beach County, Florida.
19. **GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Services and Asset Management Section at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The Authority reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the Authority.
20. **PATENTS AND ROYALTIES:** The Bidder, without exemption, shall indemnify and save harmless, the Authority, its employees and/or any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its

option and expense, procure for the Authority the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the Authority agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

21. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the Authority.
22. **ASSIGNMENT:** Any purchase order or contract issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the Authority, through the Purchasing Services and Asset Management Section.
23. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:** Bidder certifies that all material, equipment, services, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.
24. **FACILITIES:** The Authority reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, with prior notice to determine that Bidder has a bone fide place of business, and is a responsible Bidder.
25. **REPRESENTATION:** A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certify upon request.
26. **DISQUALIFICATION OF BIDDER:** More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid for the same work will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection. This provision is not meant to prohibit submission of alternate bids in separate sealed envelopes.
27. **ALTERNATIVES:** Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the bid.

The determination as to whether any alternate product or service is or is not equal shall be made by the Solid Waste Authority and such determination shall be final and binding upon all bidders.

Although the Authority provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the Authority. Such award may not necessarily be given to the lowest bid offered.

28. **ADJUSTMENTS/CHANGES/DEVIATIONS:** No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the Authority's Purchasing Services and Asset Management Section. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.
  29. **INDEMNIFICATION:** Contractor agrees to protect, defend, indemnify, and hold harmless the Authority, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the Authority, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any acts or omissions of the Contractor, its employees, or agents, arising out of or connected with this Agreement. The Contractor shall not be required to indemnify the Authority or its agents, employees, or representatives, when an occurrence results solely from the wrongful acts or omissions of the Authority, or its agents, employees or representatives.
  30. **ANNUAL APPROPRIATIONS:** The Authority's obligation to pay under this contract is contingent upon annual appropriations.
  31. **PUBLIC RECORDS:** Upon award recommendation or ten (10) days after bid opening, whichever is earlier, any material submitted in response to this invitation to bid will become a "public record" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes (Public Record Law). Bidders must claim the applicable exemptions to disclosure provided by law in their response to the Invitation to Bid by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Authority reserves the right to make any final determination of the applicability of the Public Records Law.
  32. **UNCONTROLLABLE FORCES:** Neither the AUTHORITY nor AWARDED BIDDER(S) shall be considered to be in default of this Bid/Contract/Purchase Order if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Bid/Contract/Purchase Order and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Bid/Contract/Purchase Order.
- NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

## SPECIAL TERMS AND CONDITIONS

### **RECOVERY & MOVEMENT OF OFF-ROAD EQUIPMENT**

SWA Bid No. 11-01/PF

#### **33     SCOPE**

The primary purpose of this Invitation to bid is to establish firm prices for **RECOVERY & MOVEMENT OF OFF-ROAD EQUIPMENT** for the Authority's vehicles in accordance with the specifications, terms and conditions stated herein

#### **34     QUALIFICATION OF BIDDERS, SERVICE**

This bid shall be awarded only to a responsible bidder, qualified to provide the work specified. The bidder shall submit the following information with his proposal or within three (3) days of request:

- A.     Experience record showing the bidder's 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 and facilities available to do the work.

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

#### **35     AWARD – PRIMARY, SECONDARY, ALL-OR-NONE BY LOT**

Contract will be awarded to the lowest responsive and responsible bidder(s), subject to the terms and conditions herein. Lot 1 will be awarded based upon the lowest normal hourly rate. Lot 2 will be awarded based upon the lowest flat rate. Award will be made on an "All-or None Total Offer per 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 specifications, terms and conditions shall be secondary awardee. The Authority will give the primary contractor first opportunity to perform all available work. If the Authority at its sole discretion determines the primary contractor cannot respond in time or has not submitted a competitive job estimate, the secondary contractor will be contacted to submit an estimate to perform the required work.

Failure to respond to requests for competitive job estimates on a timely basis on three (3) consecutive occasions will be grounds for cancellation of the contract. 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.

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.

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 and the Successful bidder.

The Authority reserves the right to independently quote any major towing or recovery job if, at its sole discretion, the Authority decides it is in its best interest to do so. (i.e.: major accident requiring numerous tows or major recovery of heavy equipment).

### **36      WITHDRAWAL**

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.

### **37      CONTRACT**

The submission of your bid constitutes an offer by the bidder. Upon acceptance by the Authority, Purchasing Services will issue a letter of agreement and purchase order(s) for services as a result of this bid. The bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder(s) and the Authority. Unless otherwise stipulated in the bid documents, no other contract documents shall be issued or accepted.

### **38      OCCUPATIONAL LICENSE**

In order to provide services specified in this bid, a current occupational license issued in Palm Beach County is required. This license shall be issued for the services being bid herein. A photocopy of the license should be submitted with bid or within three (3) days of request.

Before recommendation of award is made, successful bidder shall furnish a copy of their current occupational license to Purchasing Services.

### **39      LICENSES AND PERMITS**

It shall be the responsibility of the successful bidder and any subcontractor the awarded bidder may utilize, to obtain 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. The Authority will reimburse permit fees. Supporting documentation for reimbursement

must be provided.

#### **40 INVOICE INFORMATION**

Invoices submitted as a result of this bid including invoices for subcontractors fees, must contain the following information.

1. Purchase Order or Blanket Order number.
2. Itemized labor costs per bid prices.

#### **41 METHOD OF ORDERING**

Services 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.

#### **42 CANCELLATION**

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.

#### **43 ESTIMATED EXPENDITURE**

The Authority reserves the right to increase or decrease expenditures as required. Estimated expenditures during the next twelve (12) month(s) will be approximately \$60,000.00. This figure is an estimate only.

#### **44 TERM OF CONTRACT**

The successful bidder(s) shall be awarded a contract to supply the goods/services for one (1) year period with options to renew the contract for two (2) additional one (1) year periods. Options for renewal will only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal will be subject to appropriation of funds by the Solid Waste Authority. If needed, the contract will be extended ninety (90) days beyond the contract expiration date. The awardee agrees to this condition by signing their bid. All prices shall be firm for the term of this contract.

#### **45 OPTION TO RENEW FOR TWO (2) ADDITIONAL YEAR (S) (With Price - Adjustment):**

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 additional two (2) one (1) year periods on

a year-to-year basis. Prior to completion of each exercised contract term, the Authority may consider an adjustment to price based on changes in the following pricing index: CPI-All urban Consumers, Miami-Fort Lauderdale FL- Transportation. It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 30 days prior to expiration of the then current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the Authority will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. The Authority reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is an Authority prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the Authority.

#### **46 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.

**47     PAYMENT**

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

**48     WORKING HOURS**

Awarded (s) vendor shall agree to respond to all recovery requests within four (4) hours for all equipment. Recovery may be required 24 hours – 7 days per week.

**49     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.

**50     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.

**51     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.

**52     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 Authority 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 Authority employees and the intended awardees, 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, 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.

### **53 PURCHASING AGENT**

All questions and communications concerning this procurement process must be directed to Mr. ***Phillip Ford***, Purchasing Supervisor of Purchasing Services. All requests for clarifications or additional information must be submitted in writing via electronic mail to [pford@swa.org](mailto:pford@swa.org), or by facsimile to 561-640-3400.

### **54 AREA REPRESENTATIVE**

Bidder must indicate in space provided on the bid Proposal Form the name, address, telephone number, and e-mail address, if available, of the vendor's representative who will be available upon request to resolve delivery and billing problems.

### **55 NO GUARANTEE OF AMOUNT OF WORK**

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

### **56 INSPECTION AND READING OF BID**

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

### **57 EQUITABLE ADJUSTMENT**

The Authority may, in its sole discretion, make an equitable adjustment in the Contract terms and/or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in

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

## **58 INSURANCE REQUIRED FOR WORK ON AUTHORITY FACILITIES OR SITES**

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage:

Workers' Compensation and Employers' Liability coverage to apply to all employees for Statutory Limits in compliance with applicable state and federal laws. Coverage must include Employers' Liability with a minimum limit of \$500,000 each accident;

Business Auto Policy or similar form, shall have minimum limits of \$1,000,000 Per Occurrence Combined Single Limit for Bodily Injury and Property Damage Liability. This shall include, Owned, Hired and Non Owned Vehicles;

Commercial General Liability or similar form shall have minimum limits of \$1,000,000 Per Occurrence Combined Single Limit for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed.

**An original or certified copy of the signed Certificate or Certificates of Insurance, evidencing that required insurance coverage(s) has been procured by Contractor in the types and amount(s) required hereunder, shall be transmitted to the Authority prior to Contractor performing any operations under the terms of the contract.**

**Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include the Solid Waste Authority of Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured.** Required insurance shall support Contractor's agreement of indemnity set forth in the Contract and shall so state in said Certificate. Further, said Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Authority prior to any adverse change, cancellation or non-renewal of coverage there under. Said liability insurance must be acceptable to and approved by the Authority as to form and types of coverage. In the event that the statutory liability of the Authority is amended during the term of this agreement to exceed the above limits, Contractor shall be required, upon thirty (30) days written notice by the Authority, to provide coverage at least equal to the amended statutory limit of liability of the Authority.

It shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements referenced above.

**59     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.

**60     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.

**61     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.

**62     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**

**RECOVERY & MOVEMENT OF OFF-ROAD EQUIPMENT**

SWA Bid No. 11-01/PF

**Business Hours**

Contractor shall provide rates for each of the following time:

1. Regular – Normal Time: Whenever normal operations of an Authority site are not effected. Work to be accomplished during the Authority’s normal business hours, 7:00 a.m. to 5:00 p.m., Monday through Saturday.
2. Overtime – Payment on Sundays only.

**Job Tickets**

All job tickets submitted, as a result of this bid must include vehicle description, class, miles towed, and/or hours on the job. Tickets submitted based on hourly rates **must clearly indicate the time work began and ended as well as the net hours worked**. All job tickets **must be signed by an authorized Authority employee** verifying the accuracy of services rendered. Any tickets not signed by an authorized Solid Waste Authority employee may not be paid. All completed job tickets are to be **faxed within 48 hours** to (561) 687-7647 ATTN: Mr. Bob Wright and the originals **brought or mailed within 7 days of the completed job** to 6255 North Jog Road, West Palm Beach, FL 33412.

**Equipment**

Contractor shall provide a complete list and description of all equipment available to provide the required service. All equipment needed to perform the required work shall be furnished by the contractor at no additional cost to the Authority. The Authority may, at their discretion, provide the contractor with any materials or specialized equipment.

**Facilities Description**

The Authority's facilities consist primarily of the following:

**Primary Location:**

Maintenance Building located at 6255 North Jog Road, West Palm Beach, FL 33412

**Secondary Locations:**

- Central County Transfer Station located at 1810 Lantana Road, Lantana, FL 33462
- North County Transfer Station located at 14185 North Military Trail, Jupiter, FL 33458
- West Central Transfer Station located at 9743 Process Drive, Royal Palm Beach, FL 33411
- Glades Regional Transfer Station located at 1701 State Road 15, Belle Glade, FL 33430

Bidder (Company) \_\_\_\_\_ Signature \_\_\_\_\_  
SWA 11-01/PF TEC-1

- South County Transfer Station located at 1901 SW 4 Avenue, Delray Beach FL 33444

**Additional Facilities**

The Authority reserves the right to add additional facilities. Addition of facilities will take place only upon written agreement between the Authority and the awarded bidder.

**BID PROPOSAL FORM**

**RECOVERY & MOVEMENT OF OFF-ROAD EQUIPMENT  
SWA Bid No. 11-01/PF**

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

HEREBY PROPOSES AND AGREES, in this **SWA BID NO. 11-01/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.

**Lot 1**            Lowboy/Equipment HOURLY rates (within Palm Beach County)

	*Normal Rate/Hr	*Overtime Sunday Only Rate /Hr
A    Equipment weighing less than 70,000 pounds (portal to portal):	\$ _____	\$ _____
B    Equipment weighing more than 70,000 pounds but less than 100, 000 lbs (portal to portal):	\$ _____	\$ _____
C    Equipment weighing more than 100,000 (portal to portal):	\$ _____	\$ _____
<b>Total Lot 1 (A-C Inclusive) Normal Hour Rate</b> \$ _____		

\* The fees will apply from portal to portal for Lot 1. No additional mileage charges will be paid. The Authority will pay for special permits required for lowboy hauling on a straight pass-through basis. Documentation of special permit shall be provided with invoice.

**Lot 2**            Lowboy/Equipment FLAT rates when 24 hours notice given the bidder, if less than 24 hours notice then Lot 1 HOURLY pricing will apply.

Flat rate tows are for bulldozers and excavators towed from the landfill to the Maintenance Shop and from to the Maintenance Shop back to the landfill. No additional charges will apply. Rates quoted must include the price of escorts and permits (if required), and/or any other related fees.

Vendor must be capable of moving a Komatsu D375 bulldozer which weighs approximately 140, 000 lbs.

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

**Lot 2 (cont'd) Lowboy/Equipment FLAT rates (continued)**

	From Landfill to Maintenance	From Maintenance to Landfill
<b>A.</b> Bulldozers & Excavators weighing less than 70,000 pounds with up to a 12' blade:	\$ _____	\$ _____
<b>B.</b> Bulldozers weighing less than 70,000 pounds with over a 12' blade:	\$ _____	\$ _____
<b>C.</b> Bulldozers weighing more than 70,000 pounds but less than 100,000 pounds:	\$ _____	\$ _____
<b>D.</b> Bulldozers weighing more than 100,000 pounds:	\$ _____	\$ _____
<b>Total Lot 2 (A-D Inclusive) Flat Rate</b>	<b>\$ _____</b>	

Please note any additional minimum requirements on the heavy equipment and any other charges that may apply to lot 1 that are not outlined herein.

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- Are license information and copies of licenses included: Yes\_\_\_ No\_\_\_
- Is the Drug-Free Workplace Form attached? Yes\_\_\_ No\_\_\_
- Is Qualification of Bidders information included? Yes\_\_\_ No\_\_\_
- Is photo copy of Occupational License included? Yes\_\_\_ No\_\_\_

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

**AREA REPRESENTATIVE:**

Name ( <b>Printed</b> ):		Office FAX:
Title:		Office Phone:
Address:		Cell Phone:
		E-Mail:

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 ( <b>Signature</b> ):		Date:
Name ( <b>Printed</b> ):		
Title:		
Company Name:		
Address:		
Phone Number:		E-Mail:

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

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

## SAVINGS

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

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

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

 (CIRCLE ONE OF THE FOLLOWING NUMBERS)

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

## MINORITY /WOMAN/SMALL BUSINESS ENTERPRISE

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

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

This form is not intended to certify your firm.

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

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

### **DEFINITIONS:**

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

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

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

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

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

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

**DRUG-FREE WORK PLACE FORM**

**RECOVERY & MOVEMENT OF OFF-ROAD EQUIPMENT  
SWA Bid No. 11-01/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**

**RECOVERY & MOVEMENT OF OFF-ROAD EQUIPMENT  
SWA Bid No. 11-01/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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_