

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:

Laurie Odum
 Telephone: 561 640-4000, ext 4524

Bid Title: **HAZARDOUS WASTE DISPOSAL SERVICE**

Bid No.: **SWA 11-08/LO**

Bid must be received no later than 2:00 PM, March 25, 2011 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
HAZARDOUS WASTE DISPOSAL SERVICE
Bid No. SWA 11-08/LO

33 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of Hazardous Waste Disposal Services in conjunction with the Authority's needs on an as needed when needed basis.

34 PRE-BID CONFERENCE

All interested parties are invited to attend a **non-mandatory pre-bid conference on Wednesday, MARCH 11, 2011, commencing at 10:00 a.m.** at 7501 North Jog Road, West Palm Beach, FL 33412.

At this time, the Authority's representative will be available to answer questions and explain the intent of this Invitation to Bid. Any suggested modifications may be presented in writing to, or discussed with the Authority's representative(s) as possible addenda to the Invitation to Bid.

35 AWARD – Primary, Secondary and Tertiary (Services)
ALL OR NONE BY LOT

Contract will be awarded to the lowest and best bid from a responsive, responsible bidder, subject to the terms and conditions herein.

Lot A will be evaluated for award purposes. To be considered for award, a bidder must bid on every item within Lot A. Additionally, although not evaluated for award purposes, a bidder must provide pricing for all items in Lot B to be considered for award of Lot A.

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

36 POST AWARD MEETING

Within 5 days after receipt of notification of award of bid, successful bidder (hereinafter referred to as the Contractor) shall meet with the Authorities representative(s) to discuss job procedures and scheduling.

Contractor shall contact Robert Madden at (561) 687-1100 to arrange meeting.

37 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. Prior to completion of that initial term, the Authority shall have the option to renew this contract for an additional two (2) years, on a year-to-year basis. Prior to completion of each exercised contract term, the Authority may consider an adjustment to price based upon changes in the Consumer Price Index (CPI): Miami – Fort Lauderdale, Florida, Series ID: CUURA320SAG, CUUSA320SAG.

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. All adjustment shall be based on the percentage change in the Index over the twelve (12) month period ending the preceding calendar quarter.

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.

38 MINIMUM CONTRACTOR QUALIFICATIONS.

To qualify for consideration to provide services outlined in this bid, bidders must meet certain minimum qualifications. The bidder must be able to adequately demonstrate to the SWA that it meets the qualification requirements outlined in the bid and the SWA may, at its sole discretion, disqualify bidders not meeting these qualifications.

Bidder shall submit a bid package that includes or demonstrates the following information and documents:

A. In-State Operations

The Contractor must have and maintain, during the length of the contract, at least one operational, RCRA permitted Treatment, Storage, or Disposal (TSD) or TSD-like facility ten (10) day in the State of Florida.

B. Experience

The Contractor shall have been continuously engaged in the performance of HHW waste management activities for which he is bidding for a period of at least 3 years immediately preceding bid submission.

C. Licenses and Permits.

The Contractor shall be duly licensed in the state of Florida to transport hazardous waste and be in possession of an EPA Identification Number indicating such.

D. Technical Approach

All activities shall be conducted in full accordance with local, state, and federal hazardous waste (i.e. SWA, FDEP, and EPA), hazardous materials (i.e. DOT), and worker safety (i.e. OSHA) regulations and standards. **The Contractor shall submit, with bid, the following minimum information:**

1. A general overview of the company including a description, structure, history, services and operating philosophies.
2. Identify the Florida facility that will be the coordinating office for purposes of administering this contract. Identify by name a Contract Administrator and provide details on who will administer contract. Other individuals responsible for aspects of management may be identified. The SWA shall be notified of changes to management or responsibilities as it pertains to the contract.
3. A description of relevant facility experience and list of references with contacts, titles, telephone numbers and mailing addresses.
4. A description of how waste is managed up to and including ultimate disposal. Indicate typical times in storage, handling methods such as consolidation or unpacking, treatment methods, volumes handled, and requirements.
5. Details on the waste stream approval process and approval times for lab pack and/or drummed waste. Provide details of information required for waste acceptance and what paperwork must be submitted, including profiles, container contents sheets, certifications, etc. for approval prior to pickup. Describe any on-site verification procedures (i.e. QC).
6. A list of restricted or unacceptable materials and any additional requirements for waste acceptance including marking, quantity limitations, paperwork, or analysis.
7. Financial Assurance reports shall be provided in the form of financial audit report indicating company net worth, solvency, and financial backing to the SWA if requested. Most recent published Annual Report.
8. Proof of ability to meet insurance as required.
9. A summary table of all permits held for the Florida facility and copies of licenses and permits required for Florida operations.

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.

39 LICENSES AND PERMITS

It shall be the responsibility of the successful bidder 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.

Damages, penalties and or fines imposed on or incurred by the Authority or the Contractor for failure to obtain and keep current any required licenses or permits, or to comply with any law, ordinance, rule, regulation or special condition applicable to the contract or directly or indirectly relating to or resulting from the handling, identification, packaging, labeling, transportation or disposal of all materials handled or managed by the Contractor shall be borne by the Contractor.

40 CODES AND REGULATIONS

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

41 SUBCONTRACTORS

The Authority shall allow the use of sub-contractors in the performance of activities specified in the Invitation to Bid. If sub-contractors are allowed by the Authority, then the Contractor must meet all of the minimal requirements specified within the Invitation to Bid for work performed by the Contractor and the sub-contractor must meet all of the minimal requirements for activities which will pertain to functions performed by the sub-contractor. The Contractor shall be solely responsible for the activities performed by the sub-contractor and the Contractor shall indemnify and hold the Authority harmless for any work or services performed by the sub-contractor. The Contractor shall identify in its bid submittal package, all subcontractors who will perform work identified in the Invitation to Bid and the scope of work they will perform. Subcontractors' identification shall include the name, address, telephone number, fax number, contact person, license or permit numbers and the experience the subcontractor has performing these activities. A duly licensed TSD facility which is not owned by the Contractor and which is approved by the Authority shall not be considered sub-contract activity as relating to the Invitation to Bid.

42 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. The Bidder shall also be responsible for the protection of his 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).

43 CANCELLATION, WITH CAUSE

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

- A. Any one of the following may cause this contract to be automatically terminated by the Authority, without notice to Contractor and without liability or additional cost to the Authority:
 - 1. Institution of proceedings for voluntary bankruptcy by the Contractor.
 - 2. Institution of proceedings for Contractor's involuntary bankruptcy by third party.
 - 3. Discontinuance of contractor operations hereunder.
 - 4. Failure of Contractor to maintain insurance as required herein.
 - 5. Any violation of local, state or federal laws directly relating to and/or emanating from Contractor's performance of this contract.
 - 6. Falsification of any records kept in the course of performance of this Contract.
 - 7. Failure by the Contractor to maintain in good standing required Federal, State, and local Permits and licenses necessary to perform the work specified under terms and conditions of this Contract.

- B. The Authority shall have the right to terminate this contract, after a minimum ten (10) calendar days written notice sent by registered or certified mail to the Contractor, due to the occurrence of any one or more of the following, unless the Contractor can demonstrate to the satisfaction of the Authority that cause for such action has been corrected within the notice period:
 - 1. Non-performance of any covenant of this contract.
 - 2. The conduction of any business of the performance of any act forbidden or not authorized by terms of this contract.
 - 3. Assignment by Contractor to a sub-contractor not authorized by the terms of this contract.
 - 4. Sale of transfer of ownership.
 - 5. Failure of Contractor to treat or dispose of, and certify treatment or disposal of, specific substances/materials in accordance with this Bid.

- C. The Authority may at its option and discretion, terminate the contract any time, without any default on the part of the Contractor, by giving written notice to the Contractor at least thirty (30) days prior to the effective date of the termination set forth in the notice.

- D. The issuance of the Invitation to Bid constitutes only an invitation to present qualifications and define costs associated with the services required by the Authority and as defined in the Invitation to Bid. The Authority reserves the right to determine, in its sole discretion, whether any aspect of the bid submitted by the applicant satisfactorily meets the criteria established in this Invitation to Bid. The Authority reserves the right to

reject a bid if the Contractor cannot perform all of the services required by the Authority. The Authority reserves the right to modify the scope of the project at its sole discretion. In the event that the Invitation to Bid is withdrawn by the Authority, or the Authority does not proceed for any reason, including but not limited to the failure to occur of any of those things or events outlined in the Invitation to Bid, the Authority shall have no liability to any of the contractors for any costs or expenses incurred in connection with the preparation and submittal of the Invitation to Bid or other related performance.

- E. The bidder or Contractor shall not assign, transfer, convey, or otherwise hypothecate any interest, right, duties or obligations he may have under the contract which may be awarded, without prior written consent from the Authority. The Authority may, at its option, terminate any agreement immediately upon notice of such action by the Contractor.

44 CANCELLATION, WITHOUT CAUSE

The Authority reserves the right to cancel this contract without cause via 6 month written notice.

45 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.

46 QUANTITY, ESTIMATED

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

47 F.O.B. ORIGIN, PREPAID BY VENDOR

The F.O.B. origin within state of Florida shall be indicated on the purchase order. Bid responses showing other than F.O.B. origin will not be accepted. Bid price must include all freight.

48 INVOICE INFORMATION

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. Manifest #

49 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.

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

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

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

The Bidder shall maintain commercial liability insurance in the amount of \$5,000,000 per occurrence including products/completed operations.

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

Bodily Injury and/or	\$ 5,000,000 each occurrence
Property Damage	\$ 5,000,000 aggregate
	or
Combined Single Limit	\$ 5,000,000 each occurrence/aggregate

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

Pollution Liability Insurance: The Contractor shall possess and have in full force a pollution liability insurance policy covering both sudden and accidental occurrences of releases of hazardous materials and having a minimal amount of \$5,000,000 per occurrence and a level of \$10,000,000 aggregate coverage. The policy shall have provisions for the payment of any and all remedial activities needed to correct damage resulting from releases to the environment caused by the contractor's participation in activities relating to the Invitation to Bid.

The Bidder shall maintain Workers Compensation insurance as per statutory requirements and Employers Liability limits no less than \$5,000,000 per occurrence each accident; \$5,000,000 policy limit disease; \$1,000,000 disease,- each employee.

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

51 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.

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 **Ms. Laurie Odum**, Buyer, Purchasing Services. All requests for clarifications or additional information must be submitted in writing via e-mail to lodlum@swa.org, or by fax 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 PREFERENCE APPLICATIONS

A bidder who meets the qualifications for Local Preference and whose bid is within 5% of the low bidder who does not meet those qualifications, may be granted an opportunity to offer a best and final bid along with the low bidder and any other bidder(s) whose bid amount is equal to or less than the highest local bidder within 5% of the low bid. Contract will be awarded to the lowest best and final bid; in case of a tie for the lowest best and final bid the contract will be awarded to the lowest best and final bid offered by the local bidder. Ties between local bidders will be determined by a coin toss.

56 LOCAL PREFERENCE QUALIFICATION

In order to qualify to receive points for location, the firm must have had its headquarters or branch office located within Palm Beach County for a minimum of one (1) year. The firm must have been incorporated or legally begun business, being fully licensed, at least one (1) year prior to the issuance of the solicitation. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required and will be used to verify that the proposer had a permanent place of business one year prior to the issuance of the solicitation. Please note that in order to receive a local preference, the name and address on the Business Tax Receipt must be the same name and address that is included in the submittal to the Authority, and that the attached Business Tax Receipt must accompany the bid at the time of bid submission. Copies of licensure, leases of office space (or proof of ownership of office site) may be required by Authority staff as proof of compliance. The firm's office must be of a permanent nature not temporary or transient (i.e., mobile homes shall be without wheels and permanently affixed to the land). The firm's office shall be fully staffed with personnel including at least one of those assigned to the Authority's projects, office furniture, office equipment, and, if applicable, professional equipment/computers as required by the type of work to be performed. A site visit by Authority staff may be required to confirm local presence. The firm will be required to maintain said office, or other Authority approved offices, for the entire term of the contract. Failure to submit this information will cause the firm not to be qualified under this Section to receive a local preference. The Authority may require a firm to provide additional

information for clarification purposes at any time prior to the award of the contract.

57 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, Ordinance (OIG) No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The Solid Waste Authority (Authority) has entered into an Interlocal Agreement (ILA) for Inspector General Services. This agreement provides for the Inspector General to provide services to the Authority in accordance with the authority, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the Authority and receiving Authority funds shall fully cooperate with the Inspector General including providing access to records relating to this Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

58 INSPECTION AND READING OF BID

As per Florida Statute 119.07(3) (o) 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. **Bidder shall submit one (1) complete original and two (2) copies of bid response.**

59 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.

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TECHNICAL SPECIFICATIONS
HAZARDOUS WASTE DISPOSAL SERVICE
SWA BID 11-08/LO

GENERAL REQUIREMENTS

1. Statement of Intent

The intent of this Invitation to Bid is to establish contracts with one or more Bidders for the provision of the services described below:

- A. The transportation and disposal of wastes generated by the Solid Waste Authority. Materials may be Hazardous Wastes, Universal Wastes, or non-Hazardous Wastes. Normally, the SWA will perform the packaging, labeling, and marking of these containers to present them ready for transport.
- B. Provide supplemental labor and supplies to the Solid Waste for the collection of hazardous materials segregated from the waste stream at Debris Management sites designated by the SWA in the event of a hurricane or other disaster. These services may also be requested by SWA for special collection events.
- C. Other County, Municipal, or other governmental agencies in Palm Beach County may utilize (piggyback) this bid. Other users of this bid may utilize the Contractor to package and prepare materials for transport.

2. Terms and Definitions

Definitions are provided only for those terms that differ from or are not defined in Federal regulations.

SWA - Solid Waste Authority of Palm Beach County

HHW - Household Hazardous Waste

CESQG - Conditionally Exempt Small Quantity Generator

SQG - Small Quantity Generator

RCRA - Resource Conservation and Recovery Act

TSD - Transfer, Storage, and Disposal facility recognized and permitted under RCRA

TSD-like - A facility that operates similar to a RCRA TSD facility but is not required to be permitted under RCRA. i.e. 10 day storage facility.

Approved Facility List – A list maintained by the Authority of facilities that are acceptable for use as intermediate, final or ultimate disposal facilities.

Lab Pack - A method of packing shipping containers, usually 55 gallon drums, with waste items left in their original containers surrounded with absorbent material. An itemized list of every container placed in the shipping container and its accompanying waste code is prepared and accompanies the shipping container.

Modified Lab Pack - A method of packing shipping containers, usually 55 gallon drums, with waste items left in their original containers. Unlike a lab pack, contents are not itemized. Only a list of applicable waste codes is made. Waste stream is profiled similar to a loose pack.

Loose Pack - A method of packing shipping containers, usually 55 gallon drums, with waste items left in their original containers but absorbent materials are not used.

Bulk Pack - A method of packing shipping containers, usually 55 gallon drums, by emptying the contents of the original waste containers into the shipping container.

Intermediate Facility - A facility that is utilized for storage, consolidation, preparation, or other purposes for the preparation of wastes for final disposal.

Final Disposal Facility - The facility at which wastes are destroyed, recycled, treated or otherwise processed and will not undergo further processing.

Ultimate Disposal Facility - The facility at which the residual materials or byproducts from the final disposal facility, such as incineration ash, are managed.

Recycling - the recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

Fuel Blending - the use of flammable wastes, through processing or combining with other flammable wastes, to produce a fuel for energy recovery.

Incineration - the thermal treatment and destruction of waste where the physical destruction of the waste is the sole intent of the process. Does not include the use of wastes for fuel blending or energy recovery.

Treatment - the processing of wastes by chemical, physical, or biological means to remove or reduce their hazardous characteristics or constituents. Includes such processes as neutralization, precipitation, and stabilization.

Landfill - the placement of wastes in a permitted hazardous waste landfill disposal unit.

3. Description of SWA HHW Operations

The Solid Waste Authority of Palm Beach County operates a HHW and CESQG hazardous waste management program. The program is operated, through the SWA's Hazardous Waste Services section, by a staff of trained hazardous waste technicians and specialists.

Materials are collected daily through a network of permanent collection facilities and satellite collection points located at SWA facilities in the county. SWA staff performs all hazardous waste acceptance, characterization, and packaging functions. Most materials collected at the satellites are transported to the HWCF and incorporated into the existing inventory. Wastes may be lab packed, loose packed, consolidated, or comingled in a safe manner by SWA staff to provide economical disposal. HHW and CESQG wastes are comingled and are no longer identifiable or separable once packaged by the SWA.

4. Regulatory Status of HHW and CESQG Waste

The SWA recognizes that household hazardous wastes are excluded from federal hazardous waste regulations (Subtitle C of the Resource Conservation and Recovery Act) pursuant to Title 40 of the Code of Federal Regulations, section 261.4(b)(1), and that by extension the wastes collected from residents through its household hazardous waste (HHW) program are likewise excluded. Additionally CESQG wastes are also exempted from many hazardous waste disposal requirements.

However, as expounded upon by USEPA, the reason that these wastes are exempted is not a function of their hazardous characteristics, but rather, a function of their generation by

consumers in their households. In accordance with USEPA's concerns regarding the fate of HHW and in order to further assure the protection of the public's health, safety, and welfare, the SWA requires that materials collected through its HHW and CESQG programs that would otherwise meet the definition of a hazardous waste, or that are designated by the SWA as a hazardous waste, be managed and transported as regulated hazardous waste.

Additionally, the SWA requires that all HHW which is collected by the vendor and cannot be reused or recycled be properly identified, labeled, and manifested for treatment or disposal as a Subtitle C hazardous waste.

5. Description of Other Generated Wastes

Waste materials may also be generated by other County, municipal or governmental agencies from activities such as facility maintenance, fleet maintenance, laboratories, communications, parks or from any of numerous other public functions. Small businesses may also choose to utilize this bid for many types of wastes too numerous to list.

6. Use of Intermediate and Disposal Facilities

Only appropriately permitted waste management facilities shall be used for treatment, recycling, storage, or disposal of SWA waste. The SWA reserves the right to only utilize facilities acceptable to its Environmental Programs, Hazardous Waste Services, and Legal Departments.

The contractor shall only utilize the facilities indicated in the Bid Specification section AND that are approved for use by the SWA by being on the Approved Facilities List. Changes in the interim or final disposal facilities must be approved prior to use and will not affect the bid prices.

The Contractor shall only deliver hazardous wastes for disposal to destination facilities which have obtained and maintain in force a permit from the Environmental Protection Agency (EPA) or from an Authorized State as a Treatment, Storage and Disposal Facility (TSDF) as identified in 40 CFR 264.

7. Approval of Intermediate and Disposal Facilities

The SWA must approve all waste handling facilities prior to use. It is the SWA's intent to only use facilities that demonstrate operational soundness, a history of regulatory compliance, and financial stability. Because the SWA does not have the resources to perform site inspections and audits, the bidder must provide the operational, regulatory, and financial information about each facility submitted for utilization in the bid. The SWA will examine this and other sources of information and indicate whether a facility is approved for use. The SWA may at its discretion perform site inspections with reasonable notice, or require updated information as it deems necessary.

The following documents or information must be submitted with the bid:

- A. Proposed Approved Facility List of all facilities utilized or offered to be utilized in the bid including every initial, intermediate, final, and ultimate disposal facility. This list will be the basis of the Approved Facility List.

For each facility identified on the Proposed Approved Facility List the following must be submitted with the bid:

- B. Facility Audit report performed not more than 3 years from date of bid submission, or equivalent information. Audit reports should be provided using a standard protocol such as CHWMWG, Inc., the National Environmental Management Institute (NEMI), Environmental Data Resources, Inc. (EDR), or by a creditable industry association or third party.
- C. A list of all enforcement actions against the facility for the last three years including any consent orders entered, notices of violations received, and any judgments against the facility. Also the amount of any fines, penalties, or judgments, or other infractions in which the destination facility or facilities have received in the most current 3 years of operation, or indicate there are none. The Contractor shall disclose any instance of being denied a permit or license for the operation in the last 3 years. The Contractor must inform the SWA within 90 days of the issuance of violations at approved facilities used during the course of the contract.

8. Timeliness of Service

The contractor(s) shall provide pickup, transportation, disposal, and other services for HHW and/or CESQG waste as detailed in each lot. Pickup of hazardous waste is expected within two weeks of request for service.

9. Disposal Records and Reports

The Contractor shall provide the following documents while providing services under this contract:

- A. Copies of Manifests, Original Manifests, Certifications, Land Disposal Restriction forms and other federally required documents for the management of hazardous waste within Federal or State mandated time frames.
- B. Container cross-reference sheet for each shipment to identify SWA container tracking numbers with the Contractor container tracking numbers when applicable.
- C. A Certificate of Tracking (COT), at least semi-annually, providing the status of all SWA waste handled by the contractor. The COT should clearly indicate the current status and management trail from pickup through all intermediary, final, and ultimate disposal facilities (ash). The report should include the pickup manifest number, pickup date, container numbers, TSDF site name and location, TSDF EPA identification number, and facility type (e.g. treatment, storage, disposal).

- D. A Certificate of Destruction (COD), Recycling, Disposal, or Treatment, as applicable, for all waste, issued by the final management facility within one (1) year of pickup.
- E. Detailed invoices for all work performed under this bid. At a minimum the invoice shall include the manifest number, contract number, container gross weight, net weight, contract item number, contract price, supplies, labor, disposal, and all other expenses to be paid under this bid.
- F. Blank manifests, profile sheets, and other paperwork required for waste approval, shipment, or disposal acceptance. SWA forms may be substituted upon mutual agreement.

10. SQG Service

Contractor(s) shall extend disposal services and contract prices to SQG's and CESQG's in Palm Beach County if requested. All fees and costs associated with SQG's and CESQG's serviced will be charged directly to the generator at no cost to the SWA. Service is expected to be provided within one month of generator request.

11. Verification of Wastes

The Contractor shall perform on site quality control measures at his own discretion at no cost to the SWA. Wastes found to be off-spec or not meeting profile parameters will be identified and left on site.

12. Reject/Return of Wastes

Wastes which are identified as off-spec at the Contractors facility may be re-profiled or returned to the SWA. Charges for returned wastes will be in accordance with pricing schedule.

13. Surcharges

Surcharges are not allowed. Wastes will be re-profiled or returned.

14. Lot A Waste Transportation and Disposal.

The transportation and disposal of materials collected and packaged as bulk packs, loose packs or lab packs by the SWA.

The SWA will generally perform the packaging, labeling, and marking of these containers in accordance with Department of Transportation requirements to present them ready for transport. Shipping papers and other required forms will be completed by the Contractor if requested. The Contractor shall supply technical guidance, written protocols, training, and support to allow SWA personnel to lab pack waste to meet contractor standards for acceptance to TSDf's. The protocol must include at minimum: segregation guidelines, shipping containers allowed, volume of actual waste allowed per shipping container, packaging media required, labeling and marking, unacceptable items, reactive items (special handling), and special packaging criteria. If the bidder wishes that the lab pack protocol to be treated as proprietary, it should be submitted in a separate sealed envelope and labeled as such for the bid.

The SWA will only package wastes in accordance with protocols supplied by Contractor. Container content sheets will be completed by the SWA for all lab packs. The SWA will submit these to the contractor for review and will make any packaging changes per the Contractors instructions prior to pickup.

The SWA will also mark each container with its profile number, an SWA container tracking number, proper shipping labels.

Only vermiculite or organic absorbents are allowed for use by the SWA or the Contractor. Other inorganic materials i.e. clay absorbent are not allowed unless necessary and approved by the SWA.

15. Training

The Contractor shall provide all personnel, equipment, supplies and material necessary to conduct up to two (2) lab packing training classes for SWA personnel each year. Each class shall focus on general handling, storing, segregating, chemical compatibility, and specific contractor requirements for lab packing materials to meet Contractors criteria. Instructors will be qualified contractor personnel.

16. Net Weight Pricing

All bid pricing for waste disposal shall be on a Net Weight basis. The purpose of net weight pricing is to eliminate the dependence on the container size and container cost as a unit price. The SWA purchases its own drums and packaging supplies and wishes to have a maximum flexibility in choosing packaging methods. Currently most wastes are packaged in 55 gallon reconditioned steel drums, however 30 gallon drums, 20 gallon fiber drums, and 5 gallon pails are also utilized where appropriate. Other DOT approved packaging, such as different drum sizes or cubic yard boxes, may be used if desired.

17. Weighing Materials

All shipping containers offered for transport shall be weighed by the SWA for purposes of determining disposal costs. The Net Weight will be determined by subtracting the weight of the outer packaging container from the gross weight of the package.

The Net Weight shall include all materials inside the container including absorbent materials in when used. Only vermiculite or organic absorbents are allowed for use except where incompatible with the waste. Other organic materials i.e. clay absorbent are not allowed. For purposes of determining the net weight the following standard container tare weights will be used:

55 gallon steel drum	50 lbs.
55 gallon poly drum	30 lbs.
30 gallon drum	30 lbs.
20 gallon fiber drum	10 lbs.
5 gallon pail	5 lbs.

The weights of other shipping containers not listed will be reasonable determined and agreed upon as needed. If scales are not available on site the Contractor shall weigh containers at their site and indicate gross weights on invoice. Discrepancies in gross weights measured at the SWA's and the Contractor's site will be resolved by mutual agreement.

BID PROPOSAL FORM
HAZARDOUS WASTE DISPOSAL SERVICE
SWA BID 11-08/LO

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

HEREBY PROPOSES AND AGREES, in this **BID NO. SWA 11-08/LO**, 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 A bid prices shall be on a per pound basis for prepackaged containers.
- Lot A bid prices SHALL include:
 - Transportation
 - Disposal
 - Labor performed on site for checking waste packages, marking, paperwork, etc.
- Lot A bid prices shall NOT reflect:
 - cost of packaging containers (drums, boxes, etc.)
 - packaging supplies (vermiculite, etc.)
- Lot A - Bidders must bid on ALL line items in this Lot to be considered for award of this contract.
- Lot B - ALL Bidders must provide prices on ALL items to be considered for award of Lot A.
- Lot C - This Lot is for informational purposes only and will not be evaluated for award purposes. This Lot is intended to be used solely by the Authority if needed in a declared emergency situation.
- Bidders are encouraged to also submit a Supplemental Price Schedule for any related goods and services not specified in this bid such as drums, packaging materials, vacuum trucks, emergency response or similar services that might be used in the course of hazardous materials disposal.

RC = Recycle; FB = Fuel Blending; IN = Incineration; TR = Treatment; LF = Landfill

Annual Gross Weights indicated are for SWA based on Fiscal Year 2009-2010

Bidder (Company) _____ Signature _____
SWA 11-08/LO BFM 1 of 6

LOT A WASTE Transportation and Disposal (Prepackaged)

BULK PACKS

Item	Waste stream	Description, Examples	Acceptable Disposal Methods	Annual Gross wt (pounds)	X	BID PRICE	=	EXTENDED PRICE
1	Alkyd Paint	Paint and paint related materials	FB	80,000		\$		\$
2	Flammable, Combustible Liquids, Non Halogenated	Gasoline, diesel, solvents, mineral spirits	IN, FB	32,000		\$		\$
3	Flammable, Combustible Liquids, Halogenated	Solvents, A/C pump oil with CFC's	IN, FB	1,000		\$		\$
4	Corrosive Liquids, Acids or Alkaline	Inorganic, Non oxidizing Caustics, soaps, Surfactants, Ammonia	TR	20,000		\$		\$
5	Photographic Solutions	with silver, high pH	RC	1,200		\$		\$
6	Aqueous Solutions, other	Surfactants, chlorine	TR	1,000		\$		\$
7	Sludges, Hazardous	RCRA listed, high solids, low BTU	IN, FB	500		\$		\$
8	Sludges, Non hazardous	non-RCRA listed, high solids, low BTU	IN, FB	500		\$		\$

LOOSE PACKS

Item	Waste stream	Description, Examples	Acceptable Disposal Methods	Annual Gross wt (pounds)	X	BID PRICE	=	EXTENDED PRICE
9	Alkyd Paint In Cans <= 5 gal	In cans	FB	4,000		\$		\$
10	Aerosol Cans	Paints, solvents, pesticides, alkalines	IN	15,000		\$		\$
11	Products in Containers, liquids or solids	Paint strippers, wax, grease, adhesives, polyester resins	IN, FB	9,000		\$		\$
12	Isocyanates	Di and Polyisocyanate paints and catalysts	IN, FB	500		\$		\$
13	Poisons, liquids or solids	RCRA Listed and unlisted pesticides, herbicides	IN	11,000		\$		\$
14	Batteries, Mixed button	Silver, Mercury, Zinc Air	RC	50		\$		\$
15	Batteries, Ni Cad, wet cell		RC	2,000		\$		\$
16	Batteries, mixed rechargables, Ni-Cad, Ni-MH, Li-ion, Sealed lead acid		RC	3,000		\$		\$



Bidder (Company) _____ Signature _____
 SWA 11-08/LO BFM 2 of 6

LAB PACKS

Item	Waste Stream	Description, Examples	Acceptable Disposal Methods	Annual Gross wt (pounds)	X	BID PRICE	=	EXTENDED PRICE
17	Corrosives, Liquid or Solid, Acid or Alkaline	Inorganic acids, organic acids, hydroxides	RC, IN, TR	1,000		\$		\$
18	Cyanides, Liquid or solid	Salts, Potassium cyanide, Sodium Cyanide	IN, TR	300		\$		\$
19	Flammable Liquids	Petroleum distillate products in small containers, PVC cement, epoxy resin, wood filler	RC, FB, IN	1,500		\$		\$
20	Flammable Solids	Napthalene, Paraformaldehyde	IN	300		\$		\$
21	Mercury Debris	from cleanups, amalgamated and elemental mercury	IN	500		\$		\$
22	Mercury Salts, Liquid or Solid	Mercuric Chloride, Mercuric sulfate, organic salts	RC, IN	200		\$		\$
23	Mercury, Elemental or in Manufactured Articles	Thermometers, Thermostats, float switches	RC	500		\$		\$
24	Oxidizers, liquid or solid, toxic	Hypochlorites, Permanganates, Nitrates, Dichromates	IN, TR	1,000		\$		\$
25	PCB's	Liquids or articles	IN, TR	100		\$		\$
26	Peroxides, Inorganic	Hydrogen Peroxide, concentrated solutions	IN, TR	200		\$		\$
27	Peroxides, Organic	MEK Peroxide, Benzoyl Peroxide	IN	200		\$		\$
28	Poison Liquids or Solids	RCRA Listed and unlisted pesticides, herbicides	IN	2,000		\$		\$
29	Reactives	Calcium polysulfides, Carbon disulfide, Phosphorous, Calcium Carbide, Sodium metal, Sodium Hydrosulfite	IN, TR	200		\$		\$

Total Lot A 1- 29 \$ _____



Bidder (Company) _____ Signature _____
 SWA 11-08/LO BFM 3 of 6

Lot B Additional Charges (will not be factored into award)

Item	Service	Price
1	Labor for On-site Packaging Services (Bulk, Loose pack, or Lab pack) Qualified Chemist or equivalent persons with 40 hr OSHA Hazwoper training and all necessary personal protective equipment (PPE).	\$ _____ per hour / per person
2	Bulk or Loose Pack packaging supplies charge (to include all supplies necessary such as steel or poly 55 gallon drum, labels, etc.) (closed top or open top)	55 gal \$ _____ Each 30 gal \$ _____ Each 5 gal \$ _____ Each cu yd box \$ _____ Each
3	Lab Pack packaging supplies charge (to include all supplies necessary such as steel or poly container, vermiculite absorbent, labels, etc.)	55 gal \$ _____ Each 30 gal \$ _____ Each 5 gal \$ _____ Each cu yd box \$ _____ Each
4	Overpack charges	\$ _____ Each
5	Return container charges (mis-profiled waste) Includes all transportation, handling and paperwork necessary.	\$ _____ Each

Lot C Additional Charges (will not be factored into award)
 (EVENTS, EMERGENCY RESPONSE)

Item	Service	Price
1	Labor for On-site Packaging Services (Bulk, Loose pack, or Lab pack) (Two person minimum) Qualified Chemist or equivalent persons with 40 hr OSHA Hazwoper training and all necessary personal protective equipment (PPE).	\$ _____ per hour / per person
2	Mobilization Charge Supplies, Equipment, etc.	\$ _____ per day / per site

Bidder (Company) _____ Signature _____
 SWA 11-08/LO BFM 4 of 6

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

Is the Emergency / Disaster Form attached? Yes _____ No _____

Bidder understands that the Authority reserves the right to reject all Bids and to waive any informality in bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids, prior to award.

Payment Terms: Net 30 days

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

Please circle: Are you currently certified as a minority vendor with a government entity? Y N
With what agency(s) _____
(If yes, attach a copy of certification certificate with your response with this bid/quotation.)

Comments: _____

Bidder (Company) _____ Signature _____
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CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

**HAZARDOUS WASTE DISPOSAL SERVICE
SWA BID 11-08/LO**

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:

DRUG-FREE WORK PLACE FORM

**HAZARDOUS WASTE DISPOSAL SERVICE
SWA BID 11-08/LO**

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

ROUTING SCHEDULE *(please duplicate this sheet as needed)*

A proposed routing schedule must be completed for every waste stream. Routing for similar Items (waste streams) with the same disposal method and facilities may be indicated as a group on one sheet. Bidder shall list all Item numbers that are being grouped. Bidder may provide equivalent information in any format as an alternate to this form i.e. a list of proposed facilities and the items that may be handled there.

LOT	ITEM(S)	METHOD	WASTESTREAM

	Initial Facility	Intermediate Facility	Intermediate Facility	Final Facility	Ultimate Facility
Primary	_____	_____	_____	_____	_____
Alternate	_____	_____	_____	_____	_____
Alternate	_____	_____	_____	_____	_____
Alternate	_____	_____	_____	_____	_____
Alternate	_____	_____	_____	_____	_____

LOT	ITEM(S)	METHOD	WASTESTREAM

	Initial Facility	Intermediate Facility	Intermediate Facility	Final Facility	Ultimate Facility
Primary	_____	_____	_____	_____	_____
Alternate	_____	_____	_____	_____	_____
Alternate	_____	_____	_____	_____	_____
Alternate	_____	_____	_____	_____	_____
Alternate	_____	_____	_____	_____	_____

HAZARDOUS WASTE DISPOSAL SERVICE

BID DOCUMENT CHECKLIST SWA BID 11-08/LO

Pers Section TEC 6 . D

- Description of Company
- Identify Florida Facility
- Description of Waste Handling
- Experience and References
- Approval Process and paperwork requirements
- List of Enforcement Actions
- List of unacceptable materials
- Annual Financial Report
- Proof of Insurance
- Table and copies of Permits

Per Section TEC-8

- Proposed List of Authorized Facilities
- Facility Audits (for each facility)
- List of enforcement Actions (for each facility)
- Lot Pricing Schedule
- Supplemental Price Schedule