



payment must have been previously approved by the Authority, and appear on the contract or purchase order document to be binding upon the Authority.

8. **DELIVERY:** Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.
  9. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.
  10. **INTERPRETATIONS:** All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the Authority in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing, and received by the Authority at least five (5) days prior to the Bid Opening. Inquiries shall be addressed to the Director of Purchasing Services. 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/Women/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 Purchasing Services 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 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 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 Purchasing Services.
  23. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:** Bidder certifies that all material, equipment, services, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.
  24. **FACILITIES:** The Authority reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, with prior notice to determine that Bidder has a bona fide place of business, and is a responsible Bidder.
  25. **REPRESENTATION:** A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certify upon request.
  26. **DISQUALIFICATION OF BIDDER:** More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid for the same work will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection. This provision is not meant to prohibit submission of alternate bids in separate sealed envelopes.
  27. **ALTERNATIVES:** Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the bid.

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

Although the Authority provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the Authority. Such award may not necessarily be given to the lowest bid offered.
  28. **ADJUSTMENTS/CHANGES/DEVIATIONS:** No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the Authority's Purchasing Services. 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 arising 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

### **OVERHEAD DOOR INSTALLATION, FIRE SHUTTERS AND MISCELLANEOUS GATE OPERATOR REPAIR**

SWA Bid 12-02/LO

33     **SCOPE OF WORK**

The purpose and intent of this invitation to Bid is to establish a term contract for purchase, installation, testing and repair of overhead doors, fire shutters, gate operators, barrier arms and miscellaneous parts, on an "as needed" basis for facilities located throughout the Solid Waste Authority of PBC in accordance with the specifications, terms and conditions stated herein.

34     **AWARD**

Contract will be awarded to the lowest and best Bid from a responsive, responsible Bidder, subject to the terms and conditions contained herein.

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.

35     **AWARD, ALL OR NONE**

Award will be made on an "All-or-None Total Offer" basis. Therefore, it is necessary for a Bidder to Bid on ALL items to be considered for award.

36     **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.

37     **BID SUBMITTAL**

Submittal of a Bid in response to this Invitation to Bid constitutes an offer by the Bidder. One (1) manually signed original with original signature and Five (5) photocopies 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. **All forms provided within the Bid Document MUST be used in response to this Bid. This does not preclude Bidders from submitting preprinted marketing information. However, such material shall not be considered in deeming a Bidder responsive.** 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 **Forms 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, and all instructions pertaining to the Bid and Scope of Work. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** Bids having erasures or corrections must be initialed in ink by the Bidder.

**Complete sets of Bidding documents provided 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.**

*The BID packet must be received no later than 2:00 PM ON AUGUST 18, 2011.* The BID shall be delivered to and addressed as follows:

Solid Waste Authority  
Bid 12-02/LO **Overhead Door Installation**  
Attn: Purchasing – Marina Kane  
7501 N Jog Road  
West Palm Beach, FL 33412

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

### 38 INSPECTION OF FACILITIES, OPTIONAL REJECTION

It is the Bidder's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for Bidder's inspection of facilities and/or activity schedules may be secured from Mr. Brian Fuente @ 561-685-9103. Failure to visually inspect the facilities may be cause for disqualification of your Bid. See map for Jog Road locations attached.

### 39 QUALIFICATION OF BIDDERS, SERVICE

This Bid shall be awarded only to a responsive, responsible Bidder, qualified to provide the work specified. The Bidder shall submit the following information with his proposal:

- 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.
- D. Appropriate required Licenses

Failure to submit the above requested information 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).

40     **WITHDRAWAL**

A Bidder may not withdraw a Bid after the final call for Bids at a designated time of opening. When a Bidder wishes to withdraw a Bid, a written request shall be submitted to the Director of Purchasing Services and their request will be reviewed for consideration. In no case shall a Bidder be granted a release from their Bid or proposal more than one (1) time in a two (2) year period without penalty.

41     **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.

42     **BUSINESS RECEIPT**

In order to provide services specified in this Bid, a current business receipt issued in Palm Beach County is required. This receipt shall be issued for the services being Bid herein. A photocopy of the receipt shall be submitted with Bid.

43     **LICENSES AND PERMITS**

It shall be the responsibility of the successful Bidder 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.

44     **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 materials and labor costs per Bid prices.
3.     Documentation of materials and labor cost.
4.     Safety Check/Time Sheet signed by authorized Authority staff (copy attached).

45 **METHOD OF ORDERING**

Items shall be ordered via individual purchase orders or blanket purchase orders on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order or blanket purchase order release. Copy of the Safety Check / Time Sheet shall accompany each invoice.

46 **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.

47 **CANCELLATION, WITHOUT CAUSE**

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

48 **CODES AND REGULATIONS**

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

49 **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 \$80,000.00. This figure is an estimate only.

50 **TERM OF CONTRACT**

The successful Bidder(s) shall be awarded a contract to supply the goods/services for twelve (12) months with options to renew the contract for two (2) additional twelve (12) month periods on a year to year basis. Term of Contract shall be September 17, 2011 through September 16, 2012. 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.

51 **ESCALATION CLAUSE**

Prior to completion of each exercised contract term, the Authority may consider an adjustment to price based on the percentage change in the Average Hourly earnings of Production Workers in Other Services, not seasonally adjusted, as published by the Bureau of Labor Statistics of the U.S. Department of Labor (Series ID CEU 8000000006).

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.

## 52 **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.

## 53 **PAYMENT**

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

## 54 **PAYMENTS FOR PASS-THRU ITEMS**

### Payments for parts, materials and/or equipment:

Payments for parts, materials and/or equipment required to perform the scope of work in this bid will be paid at contractor's cost.

In a situation where SWA elects to have the Contractor supply parts, materials and/or equipment and no prices for same have been established in this Bid, the cost of these items will be on a "Pass – Thru" basis. The Contractor will charge SWA the same total invoice prices he or she is charged by his or her suppliers, including freight and taxes. A copy of the Contractor's invoice(s) from supplier for such parts, materials and/or equipment shall be submitted with the Contractor's invoice for payment. In cases where the contractor manufactures his or her own parts, he or she will charge the SWA a price no higher than he or she charges his or her most favored customer. SWA reserves the right to request verification.

A reconciliation change order may be issued at the project's completion to reflect actual costs.

Payments for Subcontractors:

Should the Contractor elect to subcontract any portion of an individual project, the Contractor must first check with SWA to identify if any SWA contracts can be utilized for required services. If not available, the Contractor shall obtain a minimum of three (3) quotes and the cost of the "Pass-Thru" shall be the lowest of the provided quotes, subject to approval of SWA.

Subcontractor may not charge an hourly rate higher than the awarded vendor and any parts/materials and/or equipment provided by the subcontractors must also be on a "Pass-Thru" basis. Awarded Contractor will not be reimbursed for hourly rates charged by their subcontractors that are higher than the hourly rates Bid by the awarded Contractor. Invoices and documentation must be provided with copies of subcontractor's invoices as per "Pass-Thru" requirements.

55     **WARRANTY**

The successful Bidder shall fully warranty all services furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery and acceptance by the Authority. Should any defect in materials or workmanship, excepting ordinary wear and tear, or acts of God, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to the Authority, immediately upon written notice from Purchasing Services or Facility Maintenance.

56     **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.

57     **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.

Bidder must also indicate in space provided the name, address, and phone number of the vendor's representative who will be available upon request for emergency problems.

58     **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.

59     **CHARACTER OF WORKMEN AND EQUIPMENT**

All equipment and workmen provided by the Contractor for the work hereunder, shall be the best available for the kind of work being performed. Any person employed by the Contractor whom the Authority may deem temporarily or permanently incompetent or unfit to perform work, shall under written instruction of the Authority be removed from the job, and such person shall not be employed on the work. Failure by the Contractor to provide adequate equipment may result in annulment of this contract as herein provided.

60     **TIME FOR COMPLETION OR DELIVERY, COMMENCEMENT AND COMPLETION**

It is hereby understood and mutually agreed by and between parties hereto that the time of delivery is an essential condition of this contract.

By submitting a Bid, Bidder, if awarded a contract, agrees to begin work not later than one (1) business days after notification, and to proceed with the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to insure its completion within three (3) business days after starting work or as directed by the Authority.

61     **LAWS TO BE OBSERVED**

The Contractor shall exercise care to see that all federal, State, County and Municipal laws, ordinances or regulations are observed, both by himself and his/her direct or indirect employees. He shall take reasonable care at all times to insure that proper protection of personnel involved is provided.

62     **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 \$100,000 each accident;

Business Auto Policy or similar form, shall have minimum limits of \$500,000 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 thereunder. 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.

#### 63 **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.

#### 64 **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.

65 **PURCHASING AGENT**

The contact person for this solicitation is Laurie Odlum, Buyer, lodlum@swa.org. Bidders are advised that as of the deadline to submit Bids, all communications and correspondence concerning this Bid be in writing and addressed to Ms. Odlum.

66 **DRUG FREE WORK PLACE**

Preference shall be given to businesses with Drug Free Work Place Programs. Whenever two or more firms are equal with respect to price, quality and services, preference shall be given in the award process to firms that certify their Drug Free Workplace program. Certification is to be provided on SWA'S Drug Free Workplace form included.

67 **LOCAL PREFERENCE QUALIFICATION**

In order to qualify for Local Preference, 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.

68 **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.

69 **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.

70 **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 Bids.

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.

71 **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.

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## TECHNICAL SPECIFICATIONS

### **OVERHEAD DOOR INSTALLATION, FIRE SHUTTERS AND MISCELLANEOUS GATE OPERATOR REPAIR**

SWA Bid 12-02/LO

The sole purpose and intent of this Invitation for Bid is to establish a term contract for overhead garage door purchase, installation, gate operators, barrier arms and miscellaneous parts and repairs on an “as needed” basis for various Authority site locations. The geographic area of coverage is all of Palm Beach County.

Contractor will be responsible for furnishing all materials, equipment and labor (licensed, as appropriate) for installation of garage doors, gate operators, arms and repairs as requested by an Authority representative.

All work shall be performed in accordance with manufacturer’s specifications/warranty. Work shall be completed on a time and material basis as outlined herein:

1. Labor – Hourly rate shall commence upon arrival at site and terminate upon departure (actual time worked).
2. All Parts, materials and/or equipment and subcontracting required to perform the scope of work in this Bid, will be paid at contractor’s cost (See Section 54, page STC-5 of 11). The Authority reserves the right to supply the vendor with replacement parts and materials at its discretion. Supporting documentation must be supplied with invoice for materials in excess of \$1,000.00.
3. Services are to be performed on an “as requested” basis as coordinated by the representative for the Authority, Mr. Brian Fuente at 561-685-9103.

### DEFINITIONS

**Standard Labor Rate:** Hourly rate for work requested and completed during the hours 7:00 a.m. through 5:00 p.m., Monday through Friday, excluding Authority legally recognized holidays.

<b>Holiday</b>	<b>Day</b>	<b>Date</b>
New Year’s Day	Monday	January 2, 2012
Martin Luther King Jr.	Monday	January 16, 2012
President’s Day	Monday	February 20, 2012
Memorial Day	Monday	May 28, 2012
Independence Day	Wednesday	July 4, 2012
Labor Day	Monday	September 3, 2012
Veteran’s Day	Friday	November 11, 2011
Thanksgiving Day	Thursday	November 24, 2011
Thanksgiving Floating Holiday	Friday	November 25, 2011
Christmas Holiday	Friday	December 23, 2011
Christmas Floating Holiday	Monday	December 26, 2011

Bidder Company \_\_\_\_\_  
SWA BID 12-02/LO

Signature \_\_\_\_\_

TEC-1

**Response Time:** Work to be completed at the “standard labor rate” shall be started within twenty-four (24) hours from time work is requested.

**Rental Equipment:** Lifts, cranes, etc., rented specifically to carry out Authority repairs.

**Overtime Rate:** Compensation shall be paid at a rate of 1.5 times the awarded standard hourly labor rate for actual time worked Monday through Friday between the hours of 5:00 p.m. and 7:00 a.m., and Saturday 7:00 a.m. through 5:00 p.m.

**Sunday & Holiday Rate:** Compensation shall be paid at a rate of 2.0 times the awarded standard hourly labor rate for actual time during Authority legally recognized holidays and Sundays

**Response Time:** Work to be completed at the “overtime” and “Sunday & Holiday Rate” shall be started within four (4) hours from time work is requested.

Facilities Description

The Authority's facilities consist primarily of, but not limited to, the following:

- 1 Administration Building located at 7501 North Jog Road, West Palm Beach, FL 33412
- 2 Vehicle Maintenance Building located at 6255 North Jog Road, West Palm Beach, FL 33412
- 3 Resource Recovery Plant Scalehouse located at 6895 North Jog Road, West Palm Beach, FL 33412
- 4 North County Disposal Site Landfill Scalehouse located at 6330 North Jog Road, West Palm Beach, FL 33412
- 5 Utility Plant Control Room located at 6329 North Jog Road, West Palm Beach, FL 33412
- 6 Household Hazardous Waste Facility located at 6161 North Jog Road, West Palm Beach, FL 33412
- 7 South County Transfer Station and Scalehouse located at 1901 SW 4 Avenue, Delray Beach, FL 33444 (temporary closure thru 7/2012)
- 8 South West County Transfer Station and Scalehouse, located at 13400 South State Road 7, Delray Beach, FL 33446
- 9 Central County Transfer Station and Scalehouse located at 1810, Lantana Road, Lantana, FL 33462

Bidder Company \_\_\_\_\_ Signature \_\_\_\_\_  
SWA BID 12-02/LO TEC-2

- 10 North County Transfer Station and Scalehouse located at 14185 North Military Trail, Jupiter, FL 33458
- 11 West Central Transfer Station and Scalehouse located at 9743 Fairgrounds Road, Royal Palm Beach, FL 33411
- 12 Facility Maintenance department located at 6527 North Jog Road, West Palm Beach, FL 33412
- 13 Glades Regional Transfer Station and Scalehouse located at 1701 State Road 15, Belle Glade, FL, 33430
- 14 Landfill Operation Office located at 6880 N. Jog Road, West Palm Beach, FL 33412
- 15 Various Buildings and Office Trailers operated by The Authority throughout Palm Beach County.
- 16 Compost Facility located at 5890 and 5920 North Jog Road, West Palm Beach, FL 33412
- 17 Visitor Center located at 6501 North Jog Road, West Palm Beach, FL 33412
- 18 Silver Star Bldg. located at 9401 Fairgrounds Road, Royal Palm Beach, FL 33411

Additional facilities:

The Authority reserves the right to add additional facilities similar in design, style and size to any of those listed above. Addition of facilities will take place only upon written agreement between the Authority and the Awarded Bidder.

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**BID PROPOSAL FORM**

**OVERHEAD DOOR INSTALLATION, FIRE SHUTTERS AND MISCELLANEOUS  
GATE OPERATOR REPAIR  
SWA Bid 12-02/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 12-02/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	DESCRIPTION	Standard Hourly Labor Rate
1	Mechanic	\$ _____
2	Helper	\$ _____

**\*\*Note:** All parts, materials, equipment and subcontracting required to perform the Scope of Work in this Bid will be paid at contractor's cost (See Section 54, page STC-5 of 11).

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

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

Is Certificate of Competency and/or appropriate license(s) included? Yes\_\_\_ No\_\_\_

Bidder understands that the Authority reserves the right to reject all Bids and to waive any informality in bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 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 \_\_\_\_\_  
SWA Bid 12-02/LO BFM-1

# 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 \_\_\_\_\_  
SWA Bid 12-02/LO BFM-2

**DRUG-FREE WORK PLACE FORM**

**OVERHEAD DOOR INSTALLATION, FIRE SHUTTERS AND MISCELLANEOUS  
GATE OPERATOR REPAIR**

SWA Bid 12-02/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

**CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER**

**OVERHEAD DOOR INSTALLATION, FIRE SHUTTERS AND MISCELLANEOUS  
GATE OPERATOR REPAIR  
SWA Bid 12-02/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: \_\_\_\_\_

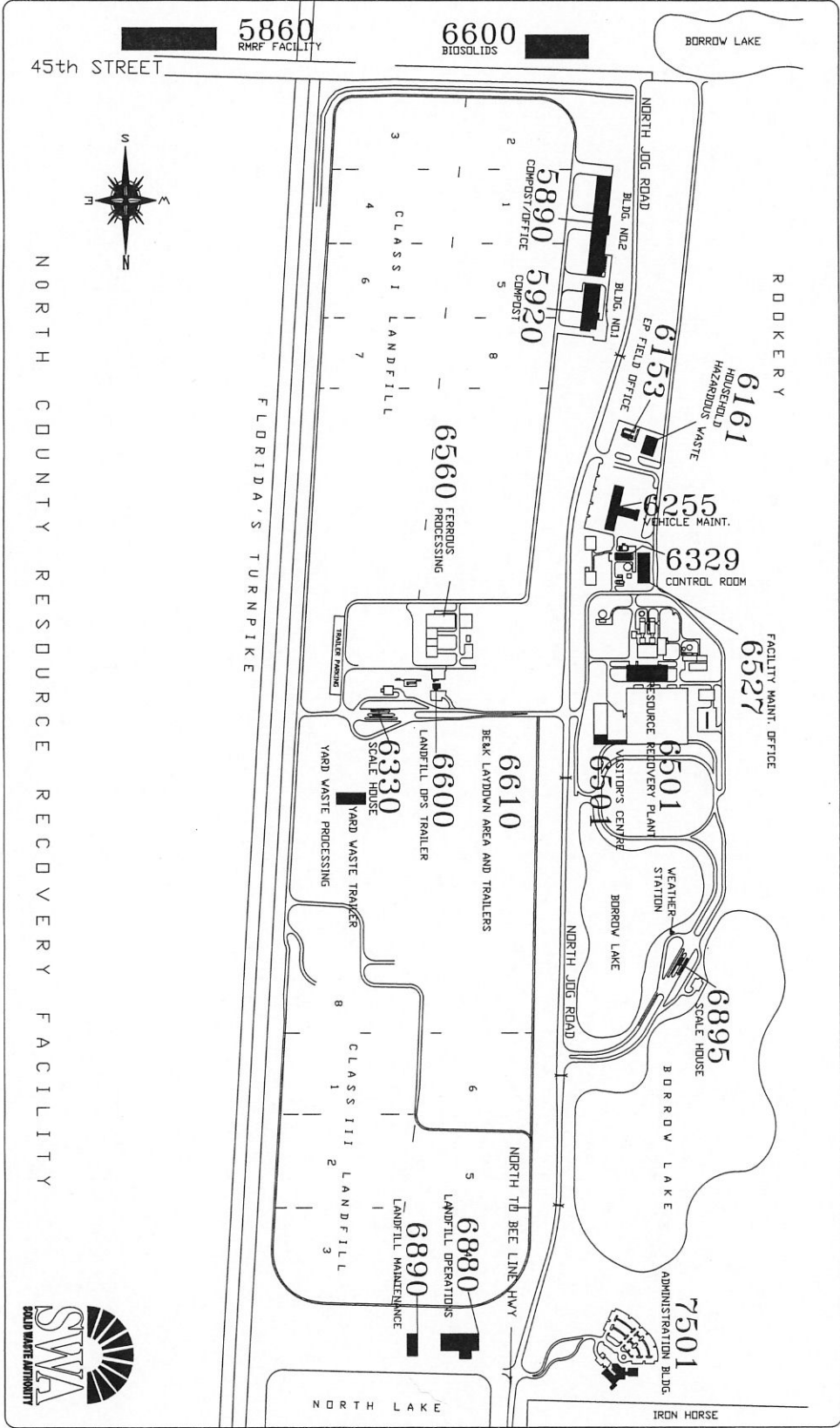
Beeper/Cellular Number: \_\_\_\_\_ **FAX Number:** \_\_\_\_\_

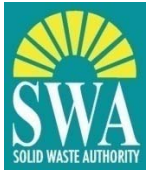
Nearest Branch Office Phone Number: \_\_\_\_\_

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

Other out of Area Branch Office Locations and Phone Numbers:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





# Safety Check/Time Sheet One for Each Employee

## Solid Waste Authority

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

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

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