

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 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. 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 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

PAINTING SERVICES

SWA Bid No. 12-08/PF

33 **SCOPE**

The purpose and intent of this invitation to Bid is to establish firm prices for painting services for facilities located throughout the Solid Waste Authority of PBC in accordance with the specifications, terms and conditions stated herein.

34 **METHOD OF AWARD TO VENDOR(S) BASED ON THE TOTAL LOWEST HOURLY RATE**

Award of the contract will be made to the two (2) lowest priced responsive responsible vendor(s) based on the lowest normal hourly labor rate for the job classifications specified herein. The vendor offering the lowest hourly rate shall be designated as the primary vendor and shall be given the first opportunity to perform the required services. If overtime rates for job classifications are also established in the offer form, these rates may not exceed 1 ½ times the normal hourly rate.

35 **BID SUBMITTAL**

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

36 **ESCALATION CLAUSE**

The Solid Waste Authority acknowledges the fluctuating nature of prices for items specified. Accordingly an escalator/de-escalator clause will be accepted only under the following conditions. The Authority reserves the right to cancel Awarded Bidders contract and make award to the lowest responsive responsible Bidder(s) if the Awarded Bidders price escalation changes their position as lowest responsive responsible Bidder(s). The Authority may, at its option, request price updates from any Bidder if awarded Bidder requests a price increase.

1. Price increase(s) and price decrease(s) comparable to documented manufacturer's price changes or changes in industry-related indices.
2. Receipt of proper written notification, to Purchasing Services, of all items affected by price increases/decreases no less than 21 days prior to the effective date, along with a written request for acceptance and stating the effective date of such changes. Bidder must deliver copies of new manufacturer's price lists to all Authority Departments as indicated by Purchasing Services, if applicable.

3. Where all prices shall have remained firm a minimum of 90 calendar days after effective date of contract.
4. All price increase(s) and decreases(s) to be approved by the Director of Purchasing Services.

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 from the contract's initial effective date. Prior to, or upon completion, of that initial term, the Authority shall have the option to renew this contract for an additional two (2) year(s) on a year-to-year basis. Prior to completion of each exercised contract renewal term, the Authority may consider an adjustment to price based on changes in the following pricing index: CPI – Urban Wage Earners and Clerical Workers, Miami-Fort Lauderdale, Other Goods and Services.

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 thirty (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.

38 **QUALIFICATION OF BIDDERS, SERVICE/CONSTRUCTION**

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. Details of the qualifications of the Bidder and individuals who will perform work.
- B. List and brief description of similar work satisfactorily completed with location, dates of contracts, names and addresses of owners.
- C. List of Bidder owned equipment and facilities available to do the work.
- D. Certifications, Licenses, Permits and Local Business Tax Receipt.

Any and all current awarded Bidder's must submit the qualifications above.

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).

39 **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.

40 **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.

41 **POST AWARD MEETING**

Within seven (7) calendar days after notifications of award successful Bidder shall meet with Authority representatives to discuss job procedures and scheduling.

Successful Bidder shall contact Mr. John Low, Manager, Solid Waste Authority Facility Maintenance at 561-358-1941 to arrange meeting. A listing of Facility Site Supervisors will be provided during this meeting.

42 **BUSINESS TAX RECEIPTS**

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

43 **LICENSES**

It shall be the responsibility of the successful bidder and any subcontractor the awarded bidder may utilize, to obtain any and all licenses required to complete this contractual service. A copy of these licenses shall be submitted to the Authority prior to commencement of work.

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 rental equipment costs.
3. Documentation of labor cost.
4. Safety/Time sheets "Attachment B."

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.

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 a 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 **OCCUPATIONAL HEALTH AND SAFETY**

Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to Purchasing Services, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosively and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and

other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

50 **OSHA**

The bidder warrants that the product/services supplied to the Solid Waste Authority of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

51 **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 \$50,000.00. This figure is an estimate only.

52 **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.

53 **WARRANTY**

The successful Bidder shall fully warrant all services furnished hereunder against defect in materials and/or workmanship for a period of two (2) years from date of delivery and acceptance by the Authority. Should any defect in materials or workmanship, except ordinary wear and tear, 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.

54 **WORKING HOURS**

Normal Working Hours

- Exterior: Contractor's on-site exterior activities shall be typically limited to weekday working hours of 7:00 a.m to 5:00 p.m.
- Interior: Contractor's on-site interior activities shall be typically limited to exclude weekday working hours of 7:00 a.m. to 5:00 p.m., so as to avoid air-quality problems from fumes or as directed by the Authority.

Special Working Hours

It is possible that arrangements can be made to accomplish on-site activities outside the hours established in the above paragraph. Such working hours would require the approval of the Facilities Maintenance representative.

55 **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.

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.

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 five (5) 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 seven (7) business days after starting work.

If the vendor is delayed in the completion of his work, the time for completion may be extended by such time as shall be approved by Mr. John Low, Manager, Facility Maintenance.

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 him 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 **PURCHASING AGENT**

The contact person for this solicitation is Phillip Ford, Purchasing Supervisor, pford@swa.org. Bidders are advised that as of the deadline to submit Bids, all communications and correspondence concerning this Bid be in writing and addressed to Mr. Ford.

64 **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.

65 **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.

66 **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.

67 **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.

68 **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

PAINTING SERVICES

SWA Bid No. 12-08/PF

SCOPE OF WORK

The successful bidder shall furnish at their expense all labor, equipment, machinery, tools, material, transportation and other facilities necessary to fully service this contract. Contractor shall be reimbursed for allowable expenses not to exceed 5% of the Contractor cost for materials, rental equipment and tools, and subcontracting.

Successful bidder and their employees shall be required to contact respective site supervisor notifying him or her when entering and leaving the site and to have their safety / time sheet signed.

The work shall include, but not necessarily be limited to interior, exterior or both surface treatment, equipment, etc., including surface cleaning, surface preparation, pressure cleaning or sandblasting, surface repair, caulking, sealants, patching, priming and application of paint coating to the substrates and systems that are necessary for and reasonably incidental to the work.

Painting is defined as the application of all coatings such as paint, primer, enamel, varnish, shellac, epoxy, oil, etc. Painting shall also include preparation of surfaces for such applications, and the clean-up.

Walls are defined as all surfaces from ground level, or floor, or top of case, or top of wainscot, to roof or top of parapet wall, or ceiling or hung ceiling and includes plasters, breaks, jambs, reveals, returns, arches hardboards, pegboards, free standing columns, low partitions, masonry or plastered interiors of wardrobes, cupboard and other enclosed spaces.

Ceiling are defined as the general overhead horizontal surfaces and includes cornices, arches, soffets, stair soffets, beam and girder haunches, metal cover and border strips of acoustic tile, metal frame or ceiling lights and side faces of hung or furred ceiling.

PAINTER POSITIONS

Painter Supervisor: requires a minimum of two years of varied experience as a painter and completion of a recognized apprenticeship program in painting (certification to be submitted per Special Terms and Conditions No. 38) or six years of varied experience in painting. Responsible for the planning, directing and work inspection of a crew of painters and other workers engaged in general painting and finishing of buildings and equipment; requisition materials and supplies; estimate the cost of painting jobs; see that work is carried out according to plans and specifications, inspects scaffolds, ladders, ropes, hooks and other painting and safety equipment; and see that safety regulations are followed and keeping records and making reports as required.

Painter: requires a minimum of four years of varied experience as a helper/apprentice painter or completion of a recognized apprenticeship in painting and finishing (certification to be submitted per Special Terms and Conditions No. 38). Responsible for applying undercoats and finish coats with brush or by spray machines; paper hang; and match paints and finishes; clean and maintain

Bidder (Company) _____ Signature _____

brushes and other equipment; painting;; advise in the selection, ordering, and storing of painting materials; instruct and lead unskilled assistants.

Helper: entry level, formal apprentice training position leading to Painter qualifications. Responsibilities include scraping, sanding and filling surfaces in preparations for painting. Perform other duties as directed by Painter and Painter Supervisor.

LABOR RATES

The hourly labor rates shall include all costs associated with the performance of the services specified except Contractor's actual cost of materials, rental equipment and tools. Hourly rates shall include direct labor, overhead, profit, supervision, insurance, and all other associated cost.

PRODUCTIVE HOURS

Man-hours paid under this contract shall be only productive hours at the job site. Time spent for transportation of workers and subcontractor, delivery and movement of materials, tools and equipment shall not be chargeable directly, but shall be part of overhead. Overhead cost shall be included in the fixed labor rates.

MATERIALS/RENTAL TOOLS AND EQUIPMENT

The Authority shall reimburse Contractor for Contractor's actual cost of materials, rental equipment and tools plus a mark-up not to exceed 5% of the Contractor's actual cost. Documentation of such cost, such as copies of invoices or other valid documentation for the materials, rental of equipment and tools, shall be furnished with the invoice to the Authority. In cases where the Contractor manufactures his or her own materials, he or she will charge the Authority a price no higher than he or she charges his or her most favored customer. The Authority reserves the right to request verification.

*Expenses for special rental equipment or tools needed to complete a job are subject to the Authority's approval. The Authority will negotiate reasonable charges for such expenses with Contractor at the time of written estimate for the project.

The Authority may, at its discretion, provide the Contractor with any materials.

CONTRACTOR OWNED EQUIPMENT

Contractor shall provide a complete list and description of all Contractor owned equipment available to provide the required service. All owned equipment needed to perform the required work shall be furnished by the Contractor at no additional cost to the Authority.

SUBCONTRACTORS

Should the Contractor elect to subcontract any portion of an individual project, the Contractor must first check with the Authority to identify if any Authority contracts can be utilized for required services.

The Authority will reimburse Contractor for subcontractor’s actual cost plus mark-up not to exceed 5%. Any materials, rental tools and equipment provided by the subcontractors shall be at subcontractor’s actual cost. Invoices and documentation must be provided with copies of subcontractor’s invoices. The subcontractor shall be equally responsible for meeting all requirements specified in this bid.

PROTECTION OF PROPERTY

The bidder shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.

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/her agents.

SAFETY

The bidder shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The bidder is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations. The bidder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all his/her employees and the Authority’s employees on the work site and other persons including but not limited to, the general public and other Authority contracted vendors.

EXTERIOR

All shrubbery, outdoor furniture, sprinkler systems and other items shall be fully protected against damage during each stage of the project.

Paint chips, old joint sealant and other debris generated from the work shall be removed on a daily basis.

It is recognized that the contractor may attach scaffolds, scaffold champs, outriggers and weights to the parapet walls of the building in order to carry out exterior caulking work. In moving around the roofs, the contractor shall provide protective deck boards or strips of plywood to prevent damage to the roof, parapet walls and terraces.

Protect and prevent foliage from coming in contact with solution. Thoroughly hose with water all

Bidder (Company) _____ Signature _____

plants and/or ground around plants coming in contact with the cleaning solution.

All exterior substrates designated not to receive caulking shall be kept free of residue; e.g. windows, plants, outdoor surfaces, etc.

INTERIOR

All interior carpeting, furniture, personal belongings and other items shall be fully protected against damage during each stage of the work.

Remove or protect finished hardware, accessories, device plates, lighting fixtures, factory finished work, and similar items. Upon completion of each space, carefully replace all removed items. Use only skilled mechanics for removal, replacement, and protection.

All interior furniture and wall hangings are to be moved away from the surfaces being painted. All furniture and wall hangings are to be moved back to original location after completion of painting.

Paint chips and other debris generated from the work shall be removed on a daily basis.

All interior substrates designed not to receive paint coatings shall be kept free of paint residue, e.g. windows, carpeting, furniture, ceiling lights, etc.

WINDOWS

If during the performance of the work, one of the employees breaks or scratches a window while performing his/her duties; contractor shall replace the window glass **immediately**. Extreme care shall be taken while removing any product residue from glass surfaces to avoid scratches. Glass that has been previously scratched or damaged will be noted to the Authority's representative.

QUALITY ASSURANCE

All materials for application to surfaces shall be delivered to the site in their original, unopened containers with original labels.

Only the manufacturer's thinners will be used to thin the respective products.

Contractor shall submit catalog cuts and MSDS sheets for product used.

It shall be the Contractor's responsibility to ensure that all primers, caulking, patching, undercoats, and finish coats are compatible with the surfaces to be prepared and/or treated and/or painted.

Coating applications are to be in strict conformance to this section and to the manufacturer's instructions on the labels and product data sheets.

There shall be no lead content or mercury content in any materials applied to surfaces as part of this work.

Sealants used for crack repairs must be either Urethane or Polyurethane and must be paintable.

Bidder (Company) _____ Signature _____
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CLEAN-UP

Remove spots or defacement resulting from work. If spots or defacement cannot be satisfactorily removed, and retouched, contractor shall re-finish the surfaces as directed by the Facility Maintenance Representative.

Retouch all damaged surfaces to leave work in perfect finished condition.

Free all operating units of painted materials and leave them clean and in proper working order.

Remove from premises all surplus paint materials, debris and any other rubbish resulting from the work.

The entire finished work must be free from imperfections and blemishes, and be neat, clean and in perfect condition to the satisfaction of the Facility Maintenance Representative.

PERFORMANCE

All work shall be performed on a time and material basis when and as directed by authorized personnel of the Solid Waste Authority.

SITE INSPECTION ESTIMATE

Subsequent to award, the following procedure will be followed:

When the need arises, the Authority (Facility Maintenance) will notify the contractor of the need for painting services. Notification will include name and address of the facility, name and telephone number of the contact person.

Within 24 hours after notification of a job, contractor shall make a site inspection (if required) and provide a verbal or written estimate based on prices bid herein. **The Authority requires a written estimate prior to beginning any work if the project is estimated to exceed \$5, 000.00.** The 24 hour deadline may be extended by Authority personnel if required. All written estimates must provide a breakdown of labor hours, materials costs, equipment costs, and any subcontractor fees. All written estimates must be submitted using the Job Estimate Form. See Attachment A.

1. Contractor shall utilize site inspection to ascertain if there are any discrepancies from these bid specifications.
2. During site inspection if the contractor detects or anticipates a problem that may interfere with work set forth herein, they shall immediately notify Facility Maintenance Representative.
3. Hourly rates are defined as actual time worked. Hourly rates for personnel shall commence upon arrival at site. No travel time shall be reimbursed by the Authority.
4. All painting services will be completed within seven (7) business days of the receipt of printed purchase order or blanket order release. * Some jobs may be longer. Request permission from the Authority for extension on certain jobs.

Bidder (Company) _____ Signature _____

5. Some materials may be furnished by the Authority. All other materials will be furnished by contractor on the basis of actual cost plus a markup not to exceed 5% of Contractor's actual cost. Supporting cost documentation must be supplied with the invoice for material and rental agreement cost in excess of \$500.00 for reimbursement by the Authority. Approval must be made in writing by Facility Maintenance Representative prior to purchase of materials. Such materials shall become the property of the Authority.

BUSINESS HOURS/HOURLY RATES

Contractor shall provide hourly rates for each of the following time:

1. Regular – Normal Time: Whenever normal operations of an Authority site are not affected. Work to be accomplished during the Authority's normal business hours, 7:00 a.m. to 5:00 p.m., Monday through Friday.
2. Overtime – After Hours: Work to be accomplished after the Authority's normal business hours and Saturdays and Sundays. Shall not exceed 1 ½ times normal rates.

SERVICE PROCEDURE

Job estimate forms or written estimates reflecting bid pricing must be submitted for each project (See Attachment #A).

FACILITIES DESCRIPTION

The Authority's facilities consist primarily of the following:

1. Administration Building located at 7501 North Jog Road, West Palm Beach, FL 33412
2. Maintenance Building located at 6255 North Jog Road, West Palm Beach, FL 33412
3. Resource Recovery Plant Scale House located at 6895 North Jog Road, West Palm Beach, FL 33412
4. North County Disposal Site Landfill Scale House located at 6330 North Jog Road, West Palm Beach, FL 33412
5. North County Landfill Operations bldg located at 6880 North Jog Road, West Palm Beach, FL 33412
6. Utility Plant located at 6329 North Jog Road, West Palm Beach, FL 33412
7. Household Hazardous Waste Storage Facility located at 6161 North Jog Road, West Palm Beach, FL 33412
8. South County Transfer Station and Scale House located at 1901 SW 4 Avenue, Delray

Bidder (Company) _____ Signature _____
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Beach, FL 33444 (**Temporarily closed through 07/12/12**)

9. South West County Transfer Station, Scalehouse, HHHW and Equipment Maintenance Bldg. located at 13400 South State Road 7, Delray Beach, FL 33446
10. Central County Transfer Station and Scale House located at 1810 Lantana Road, Lantana, FL 33462
11. North County Transfer Station and Scale House located at 14185 North Military Trail, Jupiter, FL 33458
12. West Central Transfer Station and Scale House located at 9743 Fairgrounds Road, Royal Palm Beach, FL 33411
13. Belle Glade Transfer Station located at 1391 North Main Street, Belle Glade, FL 33430
14. Various Buildings and Office Trailers operated by The Authority throughout Palm Beach County.
15. Compost Building A located at 5920 North Jog Road, West Palm Beach, FL 33412
16. Compost Building B located at 5890 North Jog Road, West Palm Beach, FL 33412
17. Visitor Center located at 6501 N 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.

BID PROPOSAL FORM

PAINTING SERVICES
SWA BID No. 12-08/PF

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

HEREBY PROPOSES AND AGREES, in this **BID NO. SWA 12-08/PF** that the Bidder hereby accepts all terms and conditions as stated herein, and shall enter into a Contract to perform for the following price.

| <u>Lot Number</u> | <u>Job Classification</u> | <u>Normal Rate/Hour</u> | <u>*Overtime Rate/Hour</u> |
|-------------------|---------------------------|-------------------------|----------------------------|
| 1. | Painter Supervisor | \$ _____/Hr | \$ _____/Hr |
| 2. | Painter | \$ _____/Hr | \$ _____/Hr |
| 3. | Helper | \$ _____/Hr | \$ _____/Hr |

Not to Exceed 5% of Mark-up

| | | |
|----|---|---------|
| 4. | Materials at cost plus | _____ % |
| 5. | Rental tools and equipment at cost plus | _____ % |
| 6. | Sub-contractors at cost plus | _____ % |

OVERTIME RATES AND PERCENTAGE MARK-UP WILL NOT BE CONSIDERED IN THE EVALUATION OF THIS BID FOR AWARD PURPOSES.

NOTE:

Regular work hours, 7:00 a.m. to 5:00 p.m., Monday through Friday

** All materials, equipment, tools, and subcontracting required to perform the scope of work in this Bid shall be paid as specified on page TEC 2. **

If applicable, are employee certifications included? Yes___ No___

Are license information and copies of licenses included? Yes___ No___

Is the Drug-Free Workplace Form attached? Yes___ No___

Is Qualification of Bidders information included? Yes___ No___

Bidder (Company) _____ Signature _____

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: | | Telephone: |
| Address: | | |
| | | 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)

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

This form is not intended to certify your firm.

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

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

DEFINITIONS:

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

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

With what agency(s) _____

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

Comments: _____

Bidder (Company) _____ Signature _____

DRUG-FREE WORK PLACE FORM

**PAINTING SERVICES
SWA BID NO. 12-08/PF**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S SIGNATURE

DATE

CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

**PAINTING SERVICES
SWA Bid No. 12-08/PF**

It is hereby made a part of this Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood, or acts of God that the Solid Waste Authority of Palm Beach County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which may threaten public health and safety, as determined by the Solid Waste Authority of Palm Beach County. Vendor/contractor agrees to rent/sell/lease all goods and services to the Solid Waste Authority of Palm Beach County or any other government entity as opposed to a private citizen, on a first priority basis. The Solid Waste Authority of Palm Beach County expects to pay a fair and reasonable price not to exceed those quoted in this bid for all products in the event of a disaster, emergency or hurricane. Vendor/contractor shall furnish a 24-hour phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

X

Signature

Print Name

Print Title

EMERGENCY/24 HOUR PHONE NUMBER(S): _____

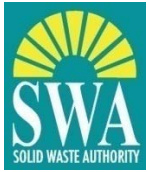
Office Phone Number: _____ Home Phone Number: _____

Beeper/Cellular Number: _____ **FAX Number:** _____

Nearest Branch Office Phone Number: _____

and Location: _____

Other out of Area Branch Office Locations and Phone Numbers:



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.

JOB ESTIMATE FORM

SOLID WASTE AUTHORITY

**A copy of this completed form must accompany all proposals for work to be performed under
SWA Bid No. 12-08/PF**

Description of Work: (attach additional sheets if needed) _____

DATE: _____ **Purchase Order or Blanket Purchase Order Number:**

Locations: Check (✖) one or write in Location

- | | | |
|---|--|---|
| <input type="checkbox"/> NCRRRF Scalehouse | <input type="checkbox"/> Utilities Plant | <input type="checkbox"/> Belle Glade Landfill |
| <input type="checkbox"/> South County (Delray) T/S | <input type="checkbox"/> South County T/S Scalehouse | <input type="checkbox"/> Pahokee Landfill |
| <input type="checkbox"/> South West County (Delray) T/S | <input type="checkbox"/> South West County (Delray)T/S Scalehouse & HHW Bldg | |
| <input type="checkbox"/> North County Landfill | <input type="checkbox"/> North County Landfill Scalehouse | <input type="checkbox"/> Cross State Landfill |
| <input type="checkbox"/> Central County (Lantana) T/S | <input type="checkbox"/> Central County T/S Scalehouse | <input type="checkbox"/> Dyer Landfill |
| <input type="checkbox"/> North County (Jupiter)T/S | <input type="checkbox"/> North County T/S Scalehouse | <input type="checkbox"/> Lantana Landfill |
| <input type="checkbox"/> West Central County (RPB)T/S | <input type="checkbox"/> West Central County T/S Scalehouse | <input type="checkbox"/> Compost Facility |
| <input type="checkbox"/> West County (Belle Glade) T/S | <input type="checkbox"/> Administration Building | <input type="checkbox"/> Silver Star Building |
| <input type="checkbox"/> Hazardous Waste Facility | <input type="checkbox"/> Maintenance Building | <input type="checkbox"/> Other: _____ |

LABOR COST CLASSIFICATION OF EMPLOYEE PERFORMING WORK (i. e. Journeyman, Apprentice, Helper)

| CLASSIFICATION OF EMPLOYEE | RATE | HOURS | LABOR COST |
|----------------------------|-------|-------|------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| TOTAL LABOR COST | | | _____ |

Material Cost Breakdown used in above work: (attached additional sheets if needed) _____

Subcontractors proposed with estimated dollar expiration: (provide copy of subcontractor's estimate) _____