



## RECYCLING OF MERCURY LAMPS, DEVICES AND PCB BALLASTS QUOTATION #16-Q11/SB

June 21, 2016

**PURCHASING SERVICES CONTACT:** Sandra L. Brady, CPPB, Director, Purchasing Services,  
[sbrady@swa.org](mailto:sbrady@swa.org)  
**TELEPHONE NUMBER:** 561-640-4000 x 4522

All quotation responses must be received **on or before July 13, 2016, prior to 5:00 p.m., EST.** *The attached Quote Proposal Form with attached documents must be signed by the proposer and submitted in a sealed envelope. The face of the envelope must be clearly marked "Quote No. 16-Q11/SB".*

Submit quotation to: Solid Waste Authority of PBC Purchasing Department, 7501 North Jog Road, West Palm Beach, FL 33412

### **PURPOSE**

The purpose of this Quotation is to establish a term contract for services to provide **RECYCLING OF MERCURY LAMPS, DEVICES AND PCB BALLASTS** for the Solid Waste Authority of Palm Beach County (Authority). The Authority reserves the right to quote separately, any items/services if deemed to be in the best interest of the Authority. This quotation supersedes any verbal or written quotation now in effect with the Authority.

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

This quotation shall be awarded only to a responsible bidder(s), qualified to provide the work specified. The bidders shall submit the following information with the proposal:

It is the Contractors' responsibility to comply with all pertinent regulations concerning the transportation and handling of these materials. The Authority reserves the right to inspect the awarded Contractor's facility and to cancel this Agreement in event of regulatory non-compliance. Disposal sites are subject to Authority approval.

**Contractor shall provide copies of the following items for their facility:**

- A. Bidder Qualification Statement Form (BQS-1 thru BQS-3) – showing the Bidder’s training and experience in similar work.
- B. References Form (REF-1 thru REF-2) outlining a brief description of similar work satisfactorily completed with location, dates of contracts, names and addresses of owners.
- C. General description of operations and handling procedures for each waste stream, including equipment and all facilities utilized whether or not owned or operated by Bidder.
- D. Copies of all operating permits and registrations of company including C.O., TSDf permits, or other federal, state, or local permits necessary to perform work.
- E. Certificates of Insurance.
- F. Photocopy of Business Tax Receipt.

**Failure to submit the above requested information with quote may be cause for rejection of your quotation. Information previously submitted to the Authority in response to another Invitation to Bid or quotation shall not satisfy this requirement.**

**EXECUTION OF QUOTATION**

Quotation must contain a manual signature in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations. Quote must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by the Bidder to any part of the quotation document must be initialed in ink.

**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 Robert Madden at 561-687-1100. Failure to visually inspect the facilities may be cause for disqualification of your quotation.

**LICENSES AND PERMITS**

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

Provide documentation of compliance with environmental protection policies and other regulatory permits required by the Florida Department of Environmental Protection (DEP) as proof of valid permits required for a mercury recovery facility under Rules 62-737.840, and 62-210.300, F.A.C. This requires 2 permits: one under 62-737.840, F.A.C., and the other, an air permit, under 62-210.300, F.A.C., issued by the Federal, State, County or other governmental unit(s) in the jurisdiction where the lamp processing facility is located.

## **METHOD OF AWARD, ALL OR NONE**

Award will be made on “All-or-None Total Offer” basis to the lowest and best quotation from a responsive, responsible bidder. Therefore, it is necessary for bidder to quote on every item to have a quotation considered. It is also required that bidders carefully consider each item, and make sure that each item meets the specifications as indicated. In the event that one item does not meet such specifications, the entire quotation will be disqualified. All corrections must be initialed in ink.

## **CONTRACT PERIOD/ EXTENSIONS**

The successful bidder shall be awarded a contract to supply the services for a two (2) 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 one (1) year period. Option for renewal will only be exercised upon mutual written agreement and with all original terms, conditions, and unit prices adhered to with no deviations except as allowed in the Option to Renew Clause. Any renewal will be subject to appropriation of funds by the Authority.

If needed, the contract will be extended ninety (90) calendar days beyond the contract expiration date. The awardee agrees to this condition by signing their quotation.

## **OPTIONS TO RENEW FOR ONE ADDITIONAL YEAR (With Price Adjustment)**

The initial contract prices resultant from this solicitation shall prevail for a two (2) 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 one (1) year period.** Prior to completion of each exercised contract term, the Authority may consider an adjustment to prices for items awarded based on changes in the following pricing index: Consumer Price Index – Urban Wage Earners and Clerical Workers, Miami-Ft. Lauderdale, Other Goods and Services (series ID: CWURA320SAG, CWUSA320SAG) Not Seasonally Adjusted. Price adjustments on Hourly Rates shall be based on changes in the Consumer Price Index noted above.

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 based on such adjustments. Continuation of the contract beyond the initial period, and any option subsequent exercised, is an Authority prerogative, and not a right of the vendor. The prerogative will be exercised only when such continuation is clearly in the best interest of the Authority.

## **TERMINATION FOR CONVENIENCE**

The Authority may, whenever the interests of the Authority require, terminate the contract, in whole or in part, for the convenience of the Authority. The Authority shall give five (5) days prior written notice of termination specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the Contractor has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the Notice of Termination, the Contractor shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontracts related to the terminated work.

Unless the Contractor is in breach of this contract, the Contractor shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination.

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

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

## **NON-EXCLUSIVE**

The Authority reserves the right to acquire some or all of these goods and services through a State of Florida contract, any contract awarded by any other city or county governmental agencies, any school board, any other community college/state university system cooperative bid agreement, if it is in the best Authority's interest to do so. This reservation applies both to the initial Agreement and to acquisition after a term contract may be awarded. Additionally, the Authority reserves the right to award other contracts for goods and services falling within the scope of this contract when the specifications differ from this contract, or for goods and services specified in this contract when the scope substantially differs from this contract, if it is in its best Authority's interest to do so.

## **METHOD OF ORDERING**

Services shall be ordered via individual or blanket purchase orders on an "as needed" basis until the end of the fiscal year and maybe reissued through the end of the Agreement. Invoices must be submitted against each individual or blanket purchase order release. All terms and conditions of this Quotation are applicable.

## **INVOICE INFORMATION**

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

1. Purchase Order or Blanket Purchase Order Number.
2. Quotation number, Item number and Itemized cost

**PURCHASING AGENT**

The contact person for this solicitation is Sandra L. Brady, Director, Purchasing Services sbrady@swa.org. Bidders are advised that as of the deadline to submit Quotes, all communications and correspondence concerning this Quote be in writing and addressed to Mrs. Brady.

**PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

All bidders submitting a response to this Quotation agree that such response also constitutes a quote to all political subdivisions under the same conditions, for the same prices and the same effective period as this quotation, 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.

**INSURANCE REQUIRED**

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

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

The Contractor shall maintain commercial liability insurance in the amount of \$1,000,000 per occurrence including products/completed operations.

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

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

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

The Contractor shall maintain Workers Compensation insurance as per statutory requirements and Employers Liability limits no less that \$500,000 per occurrence each accident; \$500,000 policy limit disease; \$100,000 disease,- each employee.

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

### **PROTECTION OF PROPERTY**

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

### **SMALL BUSINESS ENTERPRISE (SBE)**

The Governing Board of the Authority has set 15% as the Authority's goal for SBE participation in contracts and purchases. The goal is to encourage doing business with SBE's certified by other governmental entities. Proof of current certification from these governmental entities will be required. An SBE wishing to participate in the Authority procurement process may contact Purchasing Services for information and assistance

### **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 Inter-local 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.

## **SCOPE OF SERVICES**

### **Background:**

The Solid Waste Authority collects mercury containing lamps and devices from residents, small business, and other agencies through its Household Hazardous Waste Collection program. Lamps and devices are stored and accumulated at two (2) Authority owned facilities for eventual recycling.

### **Frequency of Service:**

Each site will be serviced typically once per month. This may be altered to be more or less frequent based on the volumes and by mutual agreement of both parties. Contractor shall respond within 48 hours of request for service.

### **Pick-up Locations:**

- |   |   |
|---|---|
| 1. Hazardous Waste Collection Center -<br>North<br>6161 N Jog Road<br>West Palm Beach, FL 33412<br>561-687-1100 | 2. Hazardous Waste Collection Center -<br>South<br>13400 South State Road 7<br>Delray Beach, Fl 33446<br>561-616-7141 |
|---|---|

### **Packaging Materials:**

All boxes and other packaging materials will be provided by the Contractor at no cost.

### **Documentation:**

Each pick-up event will have a separate shipping paper indicating date, gross weight of each material, and destination. Copies are to be submitted to SWA at time of pickup. For purposes of payment tare weights of pallets shall be subtracted from gross weight shipped.

### **Price:**

The amounts indicated are estimates for Authority generated materials only and no guarantee is given or implied. The Authority reserves the right to increase or decrease quantities based on actual need. No estimates are made for any other entity using this contract. Price shall include all costs for labor, transportation, materials, recycling, and documentation. There will be no additional charges for mobilization, labor or materials.

Indicate in spaces provided below your fixed price for service. The Authority reserves the right to reject all Quotations and to waive any informality.

Item	Item	Estimated Quantity	Price Per Pound	Extended
1	Straight Fluorescent Lamps - Four (4) foot or less	26,000 lbs	\$	\$
2	Straight Fluorescent Lamps – greater than Four (4) foot	8,000 lbs	\$	\$
3	Compact Fluorescent Lamps (CFL's)	7,000 lbs	\$	\$
4	High Intensity Discharge Lamps (HID's)	900 lbs	\$	\$
5	Shatter Shields		\$	\$
6	Irregular shaped Fluorescent Lamps (circular, u-tube, etc)	900 lbs	\$	\$
7	Broken Fluorescent Lamps	100 lbs	\$	\$
8	Other Mercury Containing Lamps (not identified above)	50 lbs	\$	\$
9	Liquid Mercury	100 lbs	\$	\$
10	Mercury Containing Devices (thermometers, thermostats, switches, relays, or similar)	100 lbs	\$	\$
11	Ballast – PCB	100 lbs	\$	\$
12	Ballast - Non-PCB	50 lbs	\$	\$
13	Crushed Fluorescent Lamps – 55 Gallon Drum	100 lbs	\$	\$
14	LED Lamps	100 lbs	\$	\$
Shipping Containers for 8' and 4' lamps provided at <b>No Charge</b>				<b>YES or NO</b>

Bidder understands that the Authority reserves the right to reject all Quotations and to waive any informality. The Bidder agrees that this Quotation shall be good and may not be withdrawn for a period of sixty (60) calendar days after the closing time for receiving quotations.

**Payment Terms: Net 30 days**

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

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



**Area Representative Contact Information:**

Name(Printed):		Date:
Title:		Cell Number:
Office Phone Number:		Fax Number:
Local Address:		

# **SAVINGS**

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

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

QUOTATION 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 quotation.
2. Manufacturer's current wholesale price list.
3. Other (specify) \_\_\_\_\_

## **SMALL BUSINESS ENTERPRISE**

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

If you are a Small Business Enterprise please complete the following. This information will assist us in identifying your small business enterprise in our database.

Are you currently certified as a Small Business Enterprise (SBE) vendor with a government entity? Yes    No



**\*\* THE FOLLOWING INFORMATION IS FOR TRACKING PURPOSES ONLY**

Are you currently certified as a minority or woman (M/WBE) vendor with a government entity? Yes    No

With what agency(s)? *(Attach copy of certification certificate(s) with your response with this quotation/quotation.)*

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

**CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER**

**RECYCLING OF MERCURY LAMPS, DEVICES AND PCB BALLASTS  
QUOTATION #16-Q11/SB**

It is hereby made a part of this Invitation to Quote 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 Quote 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 and **keep it up to date.**

I hereby understand and agree to the above statement:

**X**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**EMERGENCY/24 HOUR PHONE NUMBER(S):** \_\_\_\_\_

Office Phone Number: \_\_\_\_\_ Home Phone Number: \_\_\_\_\_

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

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

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

Other out of Area Branch Office Locations and Phone Numbers:  
\_\_\_\_\_  
\_\_\_\_\_

**DRUG-FREE WORK PLACE FORM**

**RECYCLING OF MERCURY LAMPS, DEVICES AND PCB BALLASTS  
QUOTATION #16-Q11/SB**

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 quotation 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 quotation, the employee will aquotatione 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



**“NO QUOTATION” RESPONSE SUBMITTAL FORM**

**RECYCLING OF MERCURY LAMPS, DEVICES AND PCB BALLASTS  
QUOTATION #16-Q11/SB**

If your company is not submitting a response to this Invitation to Quotation, please complete and mail to the address below. **This form must be received on or before the due date of this quotation document.**

Solid Waste Authority of Palm Beach County  
Purchasing Services  
**Attn: Marina Kane**  
7501 North Jog Road  
West Palm Beach, FL 33412

Information provided will assist Purchasing Services in the preparation of future Quotations.

Please check reason for a “no quotation.”

- Insufficient time to respond
- We do not offer this product/service or an equivalent
- Our product schedule does not permit us to perform
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to hold prices firm throughout the term of the initial contract period
- Unable to meet insurance requirements
- Other: \_\_\_\_\_
- Specifications unclear (explain below)

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

If you are submitting this form, also include the **Invitation to Quotation Bidders Acknowledgement** page. *Please do not return the entire quotation package.*

**REFERENCES**  
**RECYCLING OF MERCURY LAMPS, DEVICES AND PCB BALLASTS**  
**QUOTATION #16-Q11/SB**

**This information will be used in the evaluation of this bid.**

List a minimum of three (3) references per **QUALIFICATION OF BIDDERS** to show experience in similar work, to include nature and scope of work, which demonstrates expertise in providing the services as stated herein. Provide scope of work, contact name, addresses, telephone numbers and dates of service. Please Print or Type. Use additional sheets if necessary.

Reference #1

Name of Firm:	Address:
Scope of Work / Project # or name	
Cost of Service: \$	Date of Service:
<b>Contact Person:</b>	Office Phone:
<b>Title:</b>	FAX:
<b>E-mail:</b>	Cell phone:

Reference #2

Name of Firm:	Address:
Scope of Work / Project # or name	
Cost of Service: \$	Date of Service:
<b>Contact Person:</b>	Office Phone:
<b>Title:</b>	FAX:
<b>E-mail:</b>	Cell phone:

Reference #3

Name of Firm:	Address:
Scope of Work / Project # or name	
Cost of Service: \$	Date of Service:
<b>Contact Person:</b>	Office Phone:
<b>Title:</b>	FAX:
<b>E-mail:</b>	Cell phone:

Reference #4

Name of Firm:	Address:
Scope of Work / Project # or name	
Cost of Service: \$	Date of Service:
<b>Contact Person:</b>	Office Phone:
<b>Title:</b>	FAX:
<b>E-mail:</b>	Cell phone:

Reference #5

Name of Firm:	Address:
Scope of Work / Project # or name	
Cost of Service: \$	Date of Service:
<b>Contact Person:</b>	Office Phone:
<b>Title:</b>	FAX:
<b>E-mail:</b>	Cell phone:



## **BIDDER'S QUALIFICATIONS STATEMENT**

**BIDDER** shall furnish the following information. All questions to be answered in full, without exception. If copies of other documents will provide the appropriate answer to the question, they must be attached and clearly labeled. Failure to comply with this requirement shall render the Bid as non-responsive and may cause its rejection. Additional sheets shall be attached as required.

1. BIDDER'S Name, Principal Address, Phone Number, Fax Number, Email Address and FEIN Number:

_____	
Bidders Name:	
_____	
Principal Address:	
_____	
Phone Number:	
_____	
Fax Number:	Email Address:
_____	_____
FEIN Number:	
_____	

2. Number of years as a Contractor in this type of work: \_\_\_\_\_

3. Names and titles of all officers, partners or individuals doing business under trade name:

_____	_____
_____	_____
_____	_____

4. The business is a:    Sole Proprietorship                   Partnership                   Corporation

5. What is the last project of this nature that you have completed?

\_\_\_\_\_

6. Have you ever failed to complete work awarded to you. If so, when, where and why?

\_\_\_\_\_

7. Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

\_\_\_\_\_

8. List the pertinent experience to include training of the key individuals of your organization who will be providing work under this contract.(continue on insert sheet and provide documentation, if necessary).

\_\_\_\_\_

\_\_\_\_\_

9. State the name and licensing or certifications of the individual who will have personal supervision of the WORK.

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10. Will you sublet any part of this WORK? If so, give details.

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11. What equipment will you purchase for the proposed WORK?

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12. What equipment will you rent for the proposed WORK?

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13. Has the Bidder or any principals of the Firm failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract for the last five (5) years? If yes, please explain below:

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14. List and describe all bankruptcy petitions (voluntary and involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each petition.

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15. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

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16. Is the Bidder currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify in details the circumstances and prospects for resolution.

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The BIDDER acknowledges and understands that the information contained in response to this Qualifications Statement shall be relied upon by AUTHORITY in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the AUTHORITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the AUTHORITY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the AUTHORITY and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By \_\_\_\_\_  
(Signature)

Date \_\_\_\_\_