



SUBMIT BID TO: Solid Waste Authority of Palm Beach County 7501 North Jog Road West Palm Beach, Florida 33412 Attn: PURCHASING PURCHASING DEPARTMENT CONTACT: Marina Kane Telephone: 561 640-4000, ext 4520				INVITATION TO BID Bidder Acknowledgment	
Bid Title: FURNISH AND DELIVERY OF FUEL			Bid No.: 18-08/DL		
<i>Bid must be received no later than 2:00 PM, February 21, 2018 at which time bids will be opened.</i>					
Bidder Name:		Fed. ID No. or SS Number:			
Mailing Address: Street:		Toll Free Telephone Number:		E-Mail Address:	
City: State ZIP		Office Number: ()		FAX:	
Is Vendor a Certified Minority? Yes No Agencies Certified with:		Certified or Cashier's Check is attached, when required, in the amount of \$			
Delivery: _____ calendar days ARO		If returning as a " NO BID ", please fill out "No-Bid" Response Form and return it along with this page. Attn: Purchasing.			
ANTI-COLLUSION: The signed bidder certifies that he or she has not divulged, discussed or compared his or her bid with other bidders and has not colluded with any other bidder or parties to a bid. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists(s).					
 _____ Authorized Signature (Manual)		_____ Authorized Name (Typed)		_____ Title (typed)	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

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

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

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

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

1. **EXECUTION OF BID:** Bid must contain a manual signature, in ink, of an authorized, representative, who has the legal ability to bind the Bidder in contractual obligations. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink.
2. **NO BID:** If not submitting a bid, please respond no later than the bid opening date and time, by returning the Bidder Acknowledgment and "No Bid" Response Submittal Form, noting the reason in the space provided. Failure to respond 3 times in succession without justification may be cause for removal of the Bidders name from the mailing list.
3. **BID OPENING:** Shall be public, at the Authority's Administrative Offices located at:
7501 North Jog Road
West Palm Beach, Florida 33412
4. **THIRD PARTY BENEFICIARY DISCLAIMER:** It is not the intention of these Bid documents to create third party beneficiary status in any person or entity that is not a direct party to the contract awarded as a result of a successful Bid and no language in these Bid documents or the contract awarded pursuant to this Bid should be construed or interpreted as creating a third party beneficiary.

- 5. TAXES:** The Authority is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The Authority's exemption number is on the face of the purchase order. The Director of Purchasing Services will provide an exemption certificate to the successful Bidder. Vendors or contractors doing business with the Authority shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Authority nor shall any Vendor/Contractor be authorized to use the Authority's Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the Authority.
- 6. DISCOUNTS:** Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.
- 7. MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.
- 8. INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:
- a.** A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to:
- Solid Waste Authority of Palm Beach County
Attn: Accounts Payable
7501 North Jog Road
West Palm Beach, FL 33412
- b.** All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated Authority employee or authorized agent; be clearly marked as "partial", "complete" or "final" invoice. The Authority will accept partial deliveries. In addition the invoice shall contain bid number and lot, itemized materials, and backup invoices for pass-thru items.
- c.** The invoice shall contain the Bidder's Federal Employer Identification number.
- d.** The Authority's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other terms of payment must have been previously approved by the Authority, and appear on the contract or purchase order document to be binding upon the Authority.
- 9. ESTIMATED QUANTITIES:** Estimated quantities or dollars are for Bidder's guidance only: a) estimates are based on the Authority's anticipated needs and/or usage; and b) the Authority

may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the Contract period. The Authority is not obligated to place any order for the given amount subsequent to the award of this Bid solicitation.

- 10. 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.
- 11. 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.
- 12. 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 Purchasing Agent. 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.
- 13. ADDENDA:** In conjunction with Item 12, "Interpretations" above, the Purchasing Department may issue an addendum in response to any inquiry received, prior to the close of the solicitation period which changes, adds, or clarifies the terms, provisions, or requirements of the solicitation. The Bidders should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the solicitation document or in the addenda issued. Where there appears to be a conflict between the solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid, a signed "Acknowledgement of Addenda" form, when any addenda have been issued.
- 14. DISPUTES:** With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within the time prescribed, as more fully detailed in the Authority's Purchasing Manual, Section 10, after posting of the solicitation. Any Bidder who is adversely affected by the Authority's decision or intended decision shall file a protest in writing within the time prescribed, as more fully detailed in the Authority's Purchasing Manual ,

Section 10, after posting of the notice of decision or intended decision. These procedures are available upon request from the Authority.

15. **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.
16. **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.
17. **LICENSE, PERMITS AND FEES:** The awarded Bidder(s) shall hold all license and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties and/or fines on the Authority or an awarded Bidder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder.
18. **DRUG-FREE WORKPLACE:** 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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **PROMOTIONAL PRICING:** In addition, bidder shall offer to the Authority during the contract period any items(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.
25. **EEO STATEMENT:** The Authority is committed to assuring equal opportunity in the award of contracts, and complies with all laws prohibiting discrimination. The successful Bidder is prohibited from discriminating against any employee, applicant, or client on the basis of race, color, religion, sex, national origin, age, marital status, disability, veteran status, sexual orientation,

familial status, gender identity or expression, or any other protected group.

- 26. 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.
- 27. 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 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. FACILITIES:** The Authority reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, with prior notice to determine that Bidder has a bona fide place of business, and is a responsible Bidder.
- 33. 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.

34. 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.

35. 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.

Bidders proposing to submit alternate product must call the Purchasing Department to arrange to submit specifications and product samples at no cost to the Authority. All submittals must be made within ten (10) calendar days of the advertisement of the Bid.

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.

36. 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.

37. OMISSIONS IN SPECIFICATIONS: The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for completion of the project. Any omissions of inherent technical functions of classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

38. 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.

- 39. ANNUAL APPROPRIATIONS:** The Authority's obligation to pay under this contract is contingent upon annual appropriations.
- 40. PUBLIC RECORDS ACT/INFORMATION DISCLOSURE TO THIRD PARTIES:** Sealed bids or replies received by the AUTHORITY pursuant to a competitive solicitation are exempt from s. 119.07(1) and s.24(a), Article I of the State Constitution until such time as the AUTHORITY provides notice of an intended decision or until thirty (30) days after opening the bids or final replies, whichever is earlier. As such, the AUTHORITY shall not in any way be liable or responsible for the disclosure or result of disclosure of any submissions or portions thereof submitted in response to the Bid.

The law provides for certain exclusions to disclosure. If the Bidder believes that some information contained in their bid is exempt from disclosure, the Bidder is instructed to label such information as confidential, specify the pertinent section of the public record law that justifies nondisclosure, and request in writing the AUTHORITY keep such information confidential and free from disclosure. The AUTHORITY reserves the right to make any final determination of the applicability of the public records law. In addition, all Bids received by the submission date will become the property of the AUTHORITY and will not be returned.

- 41. 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.

- 42. DEFAULT:** The Authority may, by written notice of default to the successful Bidder, terminate the contract in whole or in part if the successful Bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing Services may authorize in writing) after receipt of notice from the Director of Purchasing Services specifying such failure. In the event the Authority terminates this contract in whole or in part because of default of the successful Bidder, the Authority may procure goods and/or services similar to those

terminated, and the successful Bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful Bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful Bidder), the rights and obligations of the parties shall be those provided in Section 43 "Termination for Convenience."

- 43. TERMINATION FOR CONVENIENCE:** The Director of Purchasing Services may, whenever the interests of the Authority so require, terminate the contract, in whole or in part, for the convenience of the Authority. The Director of Purchasing Services shall give five (5) days prior written notice of termination to the successful Bidder, 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 successful Bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the Notice of Termination, the successful Bidder 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 successful Bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.

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

- 44. WARRANTY:** All warranties expressed or implied shall be made available to the Authority for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the awarded Bidder against factory defects and workmanship. At no expense to the Authority, the awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.
- 45. BUSINESS TAX RECEIPTS:** In order to provide goods and/or 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 shall be submitted with bid.
- 46. LOCAL BUSINESS TAX EXEMPTION:** In accordance with Florida Statue §205.065 Exemption; nonresident (Palm Beach County) persons regulated by the Department of Business and Professional Regulation, engaging in or managing a business, profession, or occupation regulated by the Department of Business and Professional Regulation has paid a business tax for the current year to the county or municipality in the state where the person's permanent business location or branch office is maintained, is not required to pay other local governing authority a business tax, or any registration or regulatory fee equivalent to the business tax, on the person for performing work or services on a temporary or transitory basis in another municipality or county.

Please note that in order to be exempt from the Palm Beach County Business Tax Receipt requirement, a bidder requesting exemption **must submit with his/her bid** the following documentation:

- A copy of their business tax for the current year to the county or municipality in the state where the permanent business location or branch office is maintained.

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.

Other instances where the bidder is exempt per Florida Statue Chapter 205 shall be considered after he/she has furnished the necessary proof of exemption.

47. 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.

48. 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.

49. 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.

50. SCRUTINIZED COMPANIES:

As provided in F.S. 287.135, by entering into any agreement with the Authority, or performing any work in furtherance hereof, Contractor hereby certifies that Contractor and Contractor's affiliates, suppliers, subcontractors, contractors, or agents of any type whatsoever, who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 and 215.4725. If the Authority determines, using credible information available to the public, that a false certification has been submitted by Contractor, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.A. 287.135.

51. 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 award of this solicitation 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.

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SPECIAL TERMS AND CONDITIONS

BID NO.: 18-08/DL FURNISH AND DELIVERY OF FUEL

52. **PURPOSE:**

The purpose and intent of this Invitation to Bid is to establish a term contract for the FURNISH AND DELIVERY OF FUEL: Ultra Low Sulfur Diesel, Biodiesel and Ethanol Blended Gasoline.

53. **PRE-BID CONFERENCE/SITE VISIT:** Not Applicable

54. **METHOD OF AWARD: ALL BIDDERS:**

- A. Contract will be awarded to the two (2) lowest priced responsive, responsible Bidders on an "All-or-None Total Offer Item" basis. BIDDER with the lowest total fixed price increment inclusive of Items 1 thru 17.
- B. The AUTHORITY reserves the right to make a primary and secondary award. The lowest BIDDER meeting specifications, terms and conditions shall be the primary awardee. The next lowest BIDDER meeting specifications, terms and conditions shall be secondary. The AUTHORITY will give the primary Vendor first opportunity to perform all available work. If the AUTHORITY at its sole discretion determines that the primary Vendor cannot respond in time, the secondary will be contacted to perform the required work. Failure to respond to work requests on three (3) occasions will be grounds for cancellation of the contract.
- C. The AUTHORITY reserves the unqualified right, in the AUTHORITY's sole and absolute discretion; to reject any and all Bids, to waive irregularities, or to accept the Bid which in the AUTHORITY's judgment; will under all circumstances best serve the public interest.
- D. The AUTHORITY reserves the right to automatically extend the intended contract for a maximum period, not-to-exceed ninety (90) calendar days in order to provide continual service and supplies while a new contract is being solicited, evaluated and/or awarded. The awarded BIDDER agrees to this condition by virtue of signing their Bid submittal. All prices shall be fixed and firm for the terms of the extension period.

55. **PRICING:**

- A. Pricing on all fuel will be based on the prices published on the 10:00am OPIS Daily Average Report as determined by the BIDDER as the closest appropriate terminal for fuel, plus the fixed-price increment which will remain firm for the duration of the contract period. The fixed price will include profit and delivery costs to all AUTHORITY locations listed herein. The pricing used will be the Daily OPIS rack average. The BIDDER shall state on the Bid Form the selected OPIS by terminal to be used for the duration of the contract.
- B. Further the primary awardee shall provide at no additional cost to the AUTHORITY, a one (1) year subscription to OPIS publication MIAMI DAILY or closest appropriate terminal report edition (as determined by the BIDDER on the Bid Form) which includes the OPIS listing for Biodiesel. OPIS provided must include all blends of Biodiesel, Ultra-Low Sulfur Diesel and Ethanol-Blend gasoline. In addition Vendor shall be required to furnish subscription for any and all renewal periods. The mailing address for the subscription is as follows:

Solid Waste Authority, Purchasing Services
Attn: Director of Purchasing
7501 North Jog Road
West Palm Beach, FL. 33412

56. **TERM OF CONTRACT:**

- A. 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 the initial term, the AUTHORITY shall have the option to renew this contract for an additional one (1) year.
- B. The AUTHORITY reserves the right to automatically extend the intended contract for a maximum period, not-to-exceed ninety (90) calendar days in order to provide continual service and supplies while a new contract is being solicited, evaluated and/or awarded. The awarded BIDDER agrees to this condition by virtue of signing their Bid submittal. All prices shall be fixed and firm for the terms of this extension period.

57. **EQUITABLE ADJUSTMENT:**

The AUTHORITY may, in its sole discretion, make an equitable adjustment in the Contract terms and conditions and/or pricing, if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful BIDDER'S control; 2) the volatility affects the marketplace or industry, not just the particular successful BIDDER'S source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful BIDDER that continued performance of the Contract would result in a substantial loss. Any adjustment would require irrefutable evidence and written approval by the Director of Purchasing Services.

58. **BID SUBMITTAL**

One (1) manually signed original and two (2) copies 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.

59. **F.O.B. POINT, DELIVERED, DESTINATION**

The F.O.B. point within Palm Beach County shall be indicated on the delivery ticket/bill of lading. Documentation showing other than F.O.B. destination will not be accepted. Bid price must include all freight.

60. **DELIVERY, DAYS ARO, REQUEST (FUEL):**

- A. Items in this Invitation to Bid are for various AUTHORITY sites and fuel tanks sizes throughout Palm Beach County. (See Technical Specifications, Item #12; pages TEC- 3 & 4).
- B. It is hereby understood and mutually agreed by and between parties hereto that the time of delivery is an essential condition of this contract. Items in this Invitation to Bid are for various AUTHORITY sites and fuel tank sizes throughout Palm Beach County (See Technical Specifications, Item #12, pages TEC-3 & 4).
- C. Delivery shall be requested by the AUTHORITY within the next business day between 7:00am and 12:00pm for all sites with the exception of the fill-up of the AUTHORITY's off-road trucks at the awarded BIDDER's facility. BIDDER's must provide an email address or facsimile (FAX) number for ordering of fuel. Please provide phone numbers and fax numbers for all locations that accept orders for delivery. All orders shall be confirmed by return email. **PHONE ORDERS WILL NOT ACCEPTABLE.**
- D. The awarded BIDDER must have a dispensing facility to fill the AUTHORITY's off-road trucks within Palm Beach County or make other suitable arrangements to provide off-road fuel for the AUTHORITY's fuel delivery trucks. BIDDER is required to provide a response on the Bidders Qualifications Statement (BQS -1 – 3)

- E. The successful BIDDER shall ensure that fuels are being delivered to the AUTHORITY sites in compliance with all applicable federal, state and local environmental regulations including OSHA and NFPA standards.
- F. The fuel delivery driver shall manually gauge all AUTHORITY tanks prior to unloading fuel to ensure adequate tank capacity. All fuel tanker drivers shall be trained in proper delivery and spill response procedures. All delivery tanker trucks shall be equipped with adequate spill response materials.
- G. Deliveries must be executed by the successful BIDDER's own trucks.
- H. Deliveries must be made within twenty-four (24) hours after placement of order, unless prior arrangements have been made. Deliveries after the twenty-four (24) hour timeframe will be subject to a ½ cent per gallon penalty. BIDDER(s) making more than three (3) late deliveries shall be subject to cancellation of the contract.

61. **AREA REPRESENTATIVE:**

- A. In addition to the request for a dedicated contract for placing orders for delivery; BIDDER must indicate in the space provided on the Bid Proposal Form; the name, address, telephone number, and email address of the BIDDER'S representative who will be available upon request to resolve delivery and billing problems.
- B. BIDDER must also indicate in space provided on the Bid Form; the name, address, and phone number of the BIDDER'S representative who will be available upon request for emergency situations.

62. **INSURANCE REQUIRED, GENERAL, SERVICE, DELIVERY, ETC.**

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

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

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

The awarded Bidder shall maintain Pollution Liability covering the awarded Bidder's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services performed under this contract. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Limits of not less than \$3,000,000 shall be provided.

The awarded Bidder 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 awarded Bidder and the Authority from claims for damage, which may arise from general operations or from the ownership, use, or maintenance of owned and non-owned automobiles, including

rented automobiles whether such operations be by the Bidder or by anyone directly or indirectly employed by the Bidder.

The Bidder shall maintain Workers Compensation insurance as per statutory requirements and Employers Liability limits no less than \$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".

63. INVOICE INFORMATION:

Invoices submitted as a result of this Bid must contain the following information.

1. Purchase Order or Blanket Order number.
2. Bid Number.
3. Itemized costs per Bid prices (OPIS index plus delivery costs).
4. Delivery Ticket/Bill of Lading as specified in the Technical Specifications Item 11 H. (pg. TEC-3) herein.
NOTE: The AUTHORITY payment will be based on NET gallons.

64. METHOD OF ORDERING (PURCHASE ORDER):

Items shall be ordered via individual purchase order 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.

65. QUALIFICATION OF BIDDERS:

A. This Bid shall be awarded only to a responsive, responsible Bidder (s), qualified to provide the work specified. The Bidder shall submit the following information with his/her Bid submittal:

1. Experience showing the BIDDER'S abilities, training, and experience in similar work.
(See BQS-1-3)
2. BIDDER must have a dispense facility to service the AUTHORITY's off-road trucks within Palm Beach County.
3. BIDDER must have the ability to make deliveries utilizing their own fleet.
4. List and include a brief description of three (3) completed contracts providing Furnish and Delivery of Fuel, with emphasis on Biodiesel that has been completed satisfactorily and/or currently under contract, identifying location, date of contracts, names and addresses of owners (See REF.1-2).

B. Failure to submit the above requested information with the Bid submittal 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.

66. REFERENCES:

A contact person shall be someone who has personal knowledge of the BIDDER'S performance related to the specific information listed. Contact person must be informed that they are being used as a reference and that the AUTHORITY may be reaching out for feedback. More than one (1) person can be listed but all shall have knowledge of the cited project. The reference shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) will not be accepted as references. DO NOT list principals or officers who will not be able to answer specific questions regarding the project. Failure of references listed to respond to the AUTHORITY'S inquiries may negatively impact the responsibility of the BIDDER.

67. **SUPPLIERS OF FUEL SOURCES SHALL BE IDENTIFIED:**

- A. If the BIDDER will be utilizing a third party distributor or manufacturer as the source of supply for obtaining and fuel, the BIDDER shall be required to supply a copy of its contractual agreement with the supplier in its initial Bid. The information contained in this contractual agreement shall include, but not limited to shipping and delivery terms, packaging requirements, and product specification sheets that attest to the quality of the product. If the BIDDER fails to submit this information with its Bid, the BIDDER may be allowed to submit this documentation to the AUTHORITY during the review of the Bids, if such action is in the best interest of the AUTHORITY.
- B. BIDDERS must list all fuel sources that BIDDER plans to use (example: Texaco, Marathon, etc.) on the appropriate table on the Bid Form.

68. **INSPECTION:**

It is the BIDDER'S responsibility to become fully informed as to the nature and location for the intended use of their product. BIDDERS are strongly encouraged to visit each site.

69. **TESTING/NON-CONFORMANCE OF PRODUCTS:**

- A. At the option of the AUTHORITY, material from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. BIDDERS shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.
- B. In accordance with Item 69 A above of these Special Terms and Conditions; during the term of the contract, samples of the delivered product may be randomly selected and tested for compliance/performance. If it is found that the delivered product does not conform to the specifications, the AUTHORITY will notify the BIDDER of non-conformance. The AUTHORITY shall then require replacement of the item within forty-eight (48) hours after notification. In addition, the AUTHORITY may return products for full credit, any item(s) received which fail to meet the AUTHORITY's performance standards.
- C. Should the primary successful BIDDER fail to deliver the product within the timeframe specified, may result in the primary successful BIDDER being deemed in breach of contract. The AUTHORITY may terminate the primary successful BIDDER for default and engage the secondary BIDDER for to perform the services.

70. **SAFETY DATA SHEETS:**

- A. BIDDER, as a result of award of the Bid, delivering any toxic substance item as defined in Code of Federal Regulations, Chapter 29, shall furnish to Purchasing Services, Safety Data Sheet (SDS). The safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.
- B. The SDS must include the following information:
 - I. The chemical name and the common name of the toxic substance.
 - II. The hazards or other risks in the use of the toxic substance, including:
 - The potential for fire, explosion, corrosively and reactivity;
 - 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
 - The primary routes of entry and symptoms of overexposure.
 - III. 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.
 - IV. The emergency procedure for spills, fire, disposal and first aid.

- V. 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.
 - VI. 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.
- C. 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.

71. **PROTECTION OF PROPERTY:**

The Successful BIDDER shall at all times guard against damage or loss to the property of the AUTHORITY or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage. The AUTHORITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful BIDDER or his agents. The BIDDER shall also be responsible for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, by rainstorm, wind damage, vandalism, or other acts of God).

72. **OSHA:**

The Bidder warrants that the product/services supplied to the AUTHORITY 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.

73. **DEADLINE FOR QUESTIONS:**

In accordance with General Terms and Conditions, GTC, Item #12, "Interpretations", 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. Therefore, the deadline for all questions is **Wednesday, February 14, 2018 by close of business.**

74. **PURCHASING AGENT**

All questions and communications concerning this procurement process must be directed to Diane LeRay, CPPO, CPPB, Procurement Manager of Purchasing Services. All request for clarifications or additional information must be submitted in writing via electronic mail to dlaray@swa.org or by facsimile to 561-640-3400.

TECHNICAL SPECIFICATIONS

BID NO.: 18-08/DL FURNISH AND DELIVERY OF FUEL

1. PURPOSE:

The purpose and intent of this Invitation to Bid is to establish a contract to furnish and deliver fuel, **Ultra Low Sulfur Diesel, Biodiesel, and Ethanol Blended Gasoline**, as specified below in transport, and in less than transport quantities as requested by the Solid Waste Authority's ("AUTHORITY") Equipment Maintenance Department.

2. BIODIESEL:

A. The fuel furnished by the Vendor shall be Biodiesel, B20 only that meets the specification of ASTM D7467 or latest version. The fuel will be used in on-road as clear diesel fuel and in off-road as dyed diesel fuel. The blend of Biodiesel will be on the order form and must be on Oil Price Information Service (OPIS) to be delivered. All delivery tickets and invoices must clearly state which blend of Biodiesel is being delivered. The AUTHORITY reserves the right to purchase any Biodiesel blend listed on the OPIS report. If Vendor cannot provide Biodiesel for an extended period of time, the AUTHORITY must be notified in writing and reserves the right to purchase from the secondary vendor if Biodiesel is available. The Vendor will be notified in writing a minimum of two (2) weeks prior to any blend change.

B. Biodiesel is the preferred fuel to be delivered. Ultra-low sulfur will be accepted when Biodiesel is not available, but an explanation and timeframe must be provide to return to Biodiesel delivery.

3. ULTRA-LOW SULFUR DIESEL:

The fuel furnished by the Vendor shall be Ultra-Low Sulfur Diesel which meets the specifications of ASTM D975-11 or latest version. This fuel will be used in on-road as clear diesel fuel and in off-road applications as dyed diesel fuel.

4. GASOLINE:

The fuel furnished by the Vendor shall be Ethanol blended gasoline meeting the following requirements: Ethanol blended Gasoline, antiknock (octane) index minimum 87, meeting current State of Florida specifications. The blend percentage must be listed on OPIS to be eligible for delivery.

5. PRODUCT SPECIFICATIONS:

BIDDERS must attach their bid specifications of product offered affirming specifications of the products.

6. OFF-LOADING:

Vendor must supply all required hoses and fittings for off-loading fuel from transports. It is the Vendor's responsibility to inspect the delivery locations and become familiar with any special off-loading parameters. Driver must lock-on during delivery and shall remain in the immediate vicinity until off-loading is complete.

7. DELAY CHARGE:

The AUTHORITY will pay an agreed upon hourly charge for delaying transport off-loading after the first half hour. This charge will not apply to deliveries which do not arrive at the mutually agreed upon time of delivery. Vendor is requested to provide an hourly rate in their Bid response. Actual rate will be negotiated, if the AUTHORITY at its sole discretion considers the bid rate as reasonable.

8. NOTIFICATION OF TAX RATE CHANGES AND/OR CHANGES IN GOVERNMENT REGULATIONS:

Vendor shall, at the earliest possible date, notify the AUTHORITY of any tax rate changes, addition, or deletion, or of any applicable taxes or fees levied by a Federal, State, or Local government. They must also supply copies of applicable statutes, rules, schedules, etc. as verification of these changes.

9. SPLIT LOADS:

Under certain circumstances the AUTHORITY may ask for various split deliveries to locations of various amounts. For example: (2,000 gallons maintenance, 1,500 gallons West Central, 3,000 gallons Delray, 1,400 gallons South West, 800 gallons North County, 500 gallons Belle Glade). In addition the AUTHORITY may request special delivery on- and off-road, and gasoline at various times.

10. TANK WAGON/TRANSPORT LOADS:

Fuel may be ordered in tank wagon or transport quantities depending on the requirements at the time. Vendor must be able to supply both tank wagon and transport loads as follows:

- a) Tank Wagon Delivery: delivery by a tank wagon truck with a delivery of approximately 500 gallons or less (no minimum charges to be added if ordering less than 500 gallons) up to 4,440 gallons.
- b) Transport Delivery: delivery by a transport truck with a minimum delivery of 4,441 gallons up to 8,000 gallons.

11. ADDITIONAL VENDOR REQUIREMENTS:

- A. Vendor shall be adequately equipped, staffed, and supplied to promptly and efficiently furnish, deliver and dispense all products to all locations identified herein.
- B. Vendor shall have the ability to fill above-ground tanks.
- C. Vendor shall be fully responsible for any and/or all actions of their employees that require clean-up or ground sterilization as a result of an "improper" delivery. In addition, Vendor is responsible for replacement of all fuel and provision of auxiliary fuel storage during clean up if Vendor or their carrier are found to be responsible for contamination of AUTHORITY's fuel tanks. Vendor shall have and maintain those types and quantities of materials necessary to contain spilled product(s). Vendor shall be responsible for prompt and thorough clean-up of all spillage, as per EPA specifications and for any agency fines or fees that result from contamination.
- D. Discovery or occurrence of a spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any other indication of chemical release shall be immediately reported by the Vendor to the identified authorized AUTHORITY's representative. Where the event is directly or indirectly the result of Vendor's actions, the Vendor shall also affect containment and initiate cleanup immediately.
- E. All transport truck deliveries will be temperature adjusted to 60° degree Fahrenheit in accordance with the latest edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.
- F. Any tank wagon delivered will be metered in gross gallons and invoiced in gross gallons.
- G. The AUTHORITY will accept fuel from trucks with sealed State approved and inspected meters. Trucks that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated and certified compartment tank volume markers for petroleum product being delivered, are also acceptable.

H. At the time of delivery, Vendor shall present a delivery ticket/bill of lading to the AUTHORITY's representative, or if requested, delivery document to a specific location. The delivery ticket/bill of lading shall include the following:

- Bill of Lading number
- Name of supplier and carrier
- Date and time of delivery
- Type of fuel delivered
- Gross gallons and net gallons delivered
- Inches in fuel tank, before and after delivery
- Appropriate taxes (separated by description and rate)
- Driver's signature
- Signature of authorized AUTHORITY representative receiving delivery.
- Delivery address.

12. MEASUREMENTS OF QUANTITIES DELIVERED:

The quantity of fuel delivered shall be invoiced on the basis of quantities adjusted to 60° degrees Fahrenheit. The AUTHORITY has the sole discretion to add or delete delivery sites. As previously stated, invoices shall show the adjusted quantity. This requirement is for transport deliveries only. All BIDDERS must provide tank wagon and transport deliveries.

<u>ITEM NO.:</u>	<u>LOCATION FOR DELIVERY</u>	<u>TANK SIZE DELIVERY CONDITIONS</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>AVERAGE DELIVERY/MONTH</u>
1.	South County Transfer Station 1901 S.W. Fourth Avenue Delray Beach, FL. 33444	12,000 gallons above ground diesel tank. Pumping units required for unloading.	125,000 gallons	Twice/month (2X)
2.	Central County Transfer Station 1810 Lantana Road Lantana, FL. 33462	12,000 gallons above ground diesel tank. Pumping units required for unloading.	150,000 gallons	Twice/month (2X)
3.	Belle Glade Regional Transfer Station 1701 State Road 15 Belle Glade, FL. 33458	2,000 gallons above ground diesel tank. Pumping units required for unloading.	25,000 gallons	Three/month (3X)
4.	North County Transfer Station 14185 N. Military Trail Jupiter, FL. 33458	12,000 gallons above ground diesel tank. Pumping units required for unloading.	35,000 gallons	Three/month (3X)
5.	Equipment Maintenance 6255 North Jog Road West Palm Beach, FL. 33412	4,000 gallons diesel tank 20,000 gallons diesel tank. Unloaded by gravity with lock-on coupler.	250,000 gallons	Four/month (4X)
6.	West Central County Transfer Station 9743 Weisman Way Royal Palm Beach, FL. 33411	12,000 gallons above ground tank. Pumping units for unloading fuel required.	75,000 gallons	Twice/month (2X)
7.	Southwest County Transfer Station 13400 South State Road 7 Delray Beach, FL. 33446	12,000 gallons above ground tank. Pumping units for unloading fuel required.	125,000 gallons	Twice/month (2X)
8.	Utilities Department 6329 North Jog Road West Palm Beach, FL. 33412	12,000 gallons above ground tank. Pumping units for unloading fuel required. RED-DYED FUEL ONLY	275,000 gallons	Six/month (6X)

9.	Equipment Maintenance 6255 North Jog Road West Palm Beach, FL. 33412	Off-road fuel trucks twice per month (2X) each has tank holding 1,500 gallons of ultra-low sulfur dyed diesel, or dyed Biodiesel. AUTHORITY vehicles must go the VENDOR to fill up on Monday – Friday. This is on an as-needed basis as required during times when tank is out-of-service at maintenance.	Emergency Only	As required
10.	Equipment Maintenance 6255 North Job Road West Palm Beach, FL. 33412	10,000 gallons unleaded gasoline tank. Unloaded by gravity with lock-on coupler.	72,000 gallons	Twice/month (2X)

CHECKLIST FORM
FURNISH AND DELIVERY OF FUEL
Bid No.:18-08/DL

BEFORE SEALING YOUR BID MAKE SURE THE FOLLOWING ARE INCLUDED

- 1. Submit One (1) Original, and two (2) copies of your bid submittal to the Solid Waste Authority Purchasing Services Department prior to the Bid deadline. Bids submitted after the bid deadline shall be rejected as non-responsive.
- 2. Bid Proposal Form/Bidder Acknowledgement: Carefully read *all* Bid Documents, and properly complete the Bid Proposal Form and execute the Invitation to Bid Bidder Acknowledgement Form. *(Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)*
- 3. BFM – 1 thru BFM - 3, Bid Proposal Form
- 4. BQS-1 thru BQS-3, Bidder's Qualification Statement Form
- 5. REF-1 and REF-2, References: - Submit three (3) references with the Bid.
- 6. SAV-1, Cost Savings Form/Small Business Enterprise
- 7. DFW-1, Drug Free Work Place Form
- 8. ACK-1: - Addenda Acknowledgement Form
- 9. EMG-1, Conditions for Emergency /Hurricane or Disaster
- 10. List of Fuel Sources
- 11. List of Dispense Facilities
- 12. Licenses: Attach to the back of your submittal, certificate of competency, state registration and or any other applicable licenses for the purpose of performing the specified work.
- 13. IF "NO BID" is offered, please complete the "No Bid" Response Submittal Form (NB-1) and the Invitation to Bid Bidder Acknowledgement page and return these items to the Purchasing Department. Please do not return the entire package.

BID PROPOSAL FORM

**BID NO.: 18-08/DL
FURNISH AND DELIVERY OF FUEL**

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.: 18-08/DL**, 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>ITEM NO.:</u>	<u>NET ANNUAL FUEL QUANTITY/ LOCATION</u>	<u>ITEM/DESCRIPTION</u>	<u>TANK WAGON DELIVERY (FIXED PRICE INCREMENT)</u>	<u>TRANSPORT DELIVERY (FIXED PRICE INCREMENT)</u>
1.	125,000 Gallons SOUTH COUNTY	BIODIESEL	\$_____/GAL	\$_____/GAL
2	125,000 Gallons SOUTH COUNTY	ULTRA-LOW SULFUR DIESEL	\$_____/GAL	\$_____/GAL
3	150,000 Gallons CENTRAL COUNTY	BIODIESEL	\$_____/GAL	\$_____/GAL
4	150,000 Gallons CENTRAL COUNTY	ULTRA-LOW SULFUR DIESEL	\$_____/GAL	\$_____/GAL
5	25,000 Gallons BELLE GLADE	BIODIESEL	\$_____/GAL	\$_____/GAL
6.	25,000 Gallons BELLE GLADE	ULTRA-LOW SULFUR DIESEL	\$_____/GAL	\$_____/GAL
7.	35,000 Gallons NORTH COUNTY	BIODIESEL	\$_____/GAL	\$_____/GAL
8.	35,000 Gallons NORTH COUNTY	ULTRA-LOW SULFUR DIESEL	\$_____/GAL	\$_____/GAL
9.	250,000 Gallons MAINTENANCE	BIODIESEL	\$_____/GAL	\$_____/GAL
10.	250,000 Gallons MAINTENANCE	ULTRA-LOW SULFUR DIESEL	\$_____/GAL	\$_____/GAL
11.	75,000 Gallons WEST CENTRAL	BIODIESEL	\$_____/GAL	\$_____/GAL
12.	75,000 Gallons WEST CENTRAL	ULTRA-LOW SULFUR DIESEL	\$_____/GAL	\$_____/GAL
13.	125,000 Gallons SOUTHWEST	BIODIESEL	\$_____/GAL	\$_____/GAL
14.	125,000 Gallons SOUTHWEST	ULTRA-LOW SULFUR DIESEL	\$_____/GAL	\$_____/GAL
15.	275,000 Gallons UTILITIES	BIODIESEL	\$_____/GAL	\$_____/GAL
16.	275,000 Gallons UTILITIES	ULTRA-LOW SULFUR DIESEL	\$_____/GAL	\$_____/GAL

Bidder (Company): _____

Signature _____

17.	72,000 Gallons MAINTENANCE	ETHANOL-BLENDED REGULAR GASOLINE	\$ _____/GAL	\$ _____/GAL
	TOTAL FIXED PRICE INCREMENT FOR TANK WAGON AND TRANSPORT (ITEMS 1 THRU 17):		\$ _____/GAL TOTAL	\$ _____/GAL TOTAL

DESIGNATED OPIS: _____ (eg. Miami, West Palm Beach, etc.) as per Item #55 "Pricing" under the Standard Terms and Conditions, The BIDDER shall state on the Bid Form the selected OPIS by terminal to be used for the duration of the contract.

Delivery shall be within _____ () calendar days after order is placed by the AUTHORITY. BIDDER must not specify delivery more than twenty-four (24) hours.

Additional Information (Not considered for Award)

1.	Emergency fill-up of two (2) Off-Road fuel trucks. AUTHORITY vehicles must go to VENDOR'S facility to fill up Monday – Friday. This is on an as-needed basis as required during times when tank is out-of-service at the AUTHORITY's Maintenance Building. Each truck has tank holding capacity of 1,500 gallons of ultra-low sulfur dyed diesel or dyed biodiesel.	FIXED PRICE INCREMENT: BIODIESEL: \$ _____/GALLON ULTRA-LOW SULFUR DIESEL: \$ _____/GALLON
2.	Hourly Charge for Delivery Detail (after the first ½ hour)	\$ _____/Hour
3.	Additional Cost to Split Transport one-time	\$ _____
4.	Additional cost to split transport into multiple deliveries. Please provide additional charge per stop:	\$ _____

In accordance with the Special Terms and Conditions (STC, Item #67), BIDDERS must list all fuel sources that BIDDER plans to use (example: Texaco, Marathon, etc.) on the table below.

LIST OF FUEL SOURCES	
1.	
2.	
3.	
4.	
5.	
6.	

Is the Drug-Free Workplace Form attached? Yes___ No___

Is Bidders Qualification Statement forms included? Yes___ No___

Is the Reference forms included with a total of three (3) references? Yes___ No___

All the items requested on the Checklist Form (CKL-1) submitted? Yes___ No___

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

Bidder (Company): _____

Signature _____

Payment Terms: Net 30 days

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

State or County License # _____

Area Representative Contact Information:

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

In accordance with Item #60, "Delivery..." in the Special Terms and Conditions (pg. STC-2) BIDDER must provide an email address or facsimile (FAX) number for ordering fuel. Orders must be confirmed by return FAX or email.

<u>LOCATIONS</u>	<u>CONTACT PERSON, if applicable</u>	<u>EMAIL ADDRESS</u>	<u>FAX NUMBER</u>

BIDDER must have a dispense facility to service the AUTHORITY's off-road trucks within Palm Beach County. If not, please provide below list of arranged dispense facilities.

<u>ADDRESS OF DISPENSE FACILITIES</u>

Bidder (Company): _____

Signature _____

BIDDER'S QUALIFICATIONS STATEMENT

BIDDER shall furnish the following information as per STC #65 QUALIFICATION OF BIDDERS. 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 and Email Address:

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:

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

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. List all days that the BIDDER's company will be closed, i.e. weekends and all scheduled holidays:

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

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

12. Provide the location for the AUTHORITY's vehicles to fuel in case of an outage at the off-road tank?

13. Is Biodiesel the main fuel that will be supplied?

14. Where does the Bidder source their Biodiesel?

15. Who will be delivering the fuel?

16. Does the BIDDER current possess an ISO Certification? If yes, please state.

17. Does the BIDDER possess a dispensing facility to fill the AUTHORITY's off-road trucks? Please provide location. If no, provide alternate locations on Bid Form (BFM-3).

18. 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:

19. 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.

20. 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.

21. 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.

The BIDDER acknowledges and understands that the information contained in response to this Qualification's 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 _____

REFERENCES
FURNISH AND DELIVERY OF FUEL
Bid No.: 18-08/DL

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

List a minimum of three (3) references per STC #65 **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:
Contact Person:	Office Phone:
Title:	FAX:
E-mail:	Cell phone:

Reference #2

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

Reference #3

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

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) _____

SMALL BUSINESS ENTERPRISE

(For internal information purposes only. Not a factor in award of this contract except in the event of a tie bid as prescribed in the Authority's Purchasing Manual, Section 7.1, Tie Bid 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 bid/quotation.)*

1. _____
2. _____
3. _____

Comments: _____

DRUG-FREE WORK PLACE FORM

**FURNISH AND DELIVERY OF FUEL
Bid No.: 18-08/DL**

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

**FURNISH AND DELIVERY OF FUEL
BID NO.: 18-08/DL**

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: _____

ADDENDA ACKNOWLEDGMENT FORM

**FURNISH AND DELIVERY OF FUEL
BID NO.: 18-08/DL**

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS SOLICITATION.

ADDENDUM No.	DATE

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION.

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE.

Name of Bidder: _____
(Company Name)

Signature: _____

Printed Name and Title: _____

"NO BID" RESPONSE SUBMITTAL FORM
FURNISH AND DELIVERY OF FUEL
Bid No.: 18-08/DL

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

Please check reason for a "no bid."

- 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)

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

If you are submitting this form, also include the **Invitation to Bid Bidder Acknowledgement** page.
Please do not return the entire bid package.