

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: Purchase of New Press-On Solid Tires and Recapping of Off-Road
 Air Tires and Tire Services

SWA Bid No.: 19-06/LB

Bid must be received no later than 2:00 PM, March 5, 2019 at which time bids will be opened.

Bidder Name:		Fed. ID No. or SS Number:	
Mailing Address: Street:		Toll Free Telephone Number:	E-Mail Address:
City:	State	ZIP	Office Number: () FAX:
Is Vendor a Certified Minority?	Yes No Agencies	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).

X

 Authorized Signature (Manual)

 Authorized Name (Typed)

 Title (typed)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

It is the Bidder's 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.

- EXECUTION OF BID:** Bid must contain a manual signature, in ink, of an authorized, representative, who has the legal ability to bind the Bidder in contractual obligations. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink.
- NO BID:** If not submitting a bid, please respond no later than the bid opening date and time, by returning the 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.
- BID OPENING:** Shall be public, at the Authority's Administrative Offices located at:

7501 North Jog Road
 West Palm Beach, Florida 33412

on the date and at the time specified on the Invitation to Bid. The bid opening may be delayed if, at the sole discretion of the Authority, it is considered to be in the Authority's best interest. Under no circumstances shall bids delivered after the bid opening has begun be considered, such bids will be returned unopened. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids.

- 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. Inquires 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. EQUAL BUSINESS OPPORTUNITY PROGRAM: The Governing Board of the Authority has implemented the Economic Inclusion Policy and Procedures administered by the Equal Business Opportunity (EBO) Program to ensure that all segments of its business population, including but not limited to small, local, minority, and women-owned businesses, have an equitable opportunity to participate in the Authority's procurement process. Refer to Section 6 of the Purchasing Manual, as incorporated herein. In addition, program tools and solicitation incentives are hereby referred to as the Affirmative Procurement Initiatives (API).

Each solicitation will be evaluated to determine the appropriate Affirmative Procurement Initiatives (API) which will be outlined in detail in the Bid document. Failure to meet the API requirement will deem the Bidder's response as non-responsive.

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. COMMERCIAL NONDISCRIMINATION POLICY: It is the policy of the Authority not to enter into a contract or to be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, subcontractors or commercial customers on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual

orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in relevant marketplace for Palm Beach County.

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 Statute §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 Statute 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 (when contract value is greater than \$1 million): As provided in F.S. 287.135, by entering into this contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors, and consultants 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.

If the Authority determines, using credible information available to the public, that a false certification has been submitted by Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said Certification must also be submitted at the time of Contract renewal.

51. SCRUTINIZED COMPANIES: As provided in F.S. 287.135, by entering into this contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engage in a boycott of Israel pursuant to F.S. 215.4725.

If the Authority determines, using credible information available to the public, that a false certification has been submitted by Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said Certification must also be submitted at the time of Contract renewal.

52. 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

PURCHASE OF NEW PRESS-ON SOLID AND RECAPPING OFF-ROAD AIR TIRES AND TIRE SERVICES SWA Bid No. 19-06/LB

53. PURPOSE

- A. The purpose and intent of this Invitation to Bid is to secure firm pricing for the Purchase of New Press-on Solid and Recapping of Off-Road Air tires and Tire services on an "as needed" basis for the Solid Waste Authority of Palm Beach County (AUTHORITY) in accordance with the specifications, terms and conditions stated herein.

54. QUALIFICATION OF BIDDERS

- A. This Bid shall be awarded only to a responsible BIDDER qualified to provide the work specified. **The BIDDER shall submit the following information with the proposal.**

- **Experience record showing the BIDDER's training and experience in similar work. (BQS 1-4)**
- **List and brief a description of similar work satisfactorily completed with location, dates of contracts, names, addresses and phone numbers of owners. (REF 1-2)**
- **List of equipment and facilities available to do the work (EQUIP-1)**
- **Copies of all applicable Certifications, Licenses, Permits and Local Business Tax Receipts.**
- **Scrutinized Companies Certification Form per GTC 50-51 (SCC-1)**

- B. Failure to submit the above requested information with proposal, may be cause for rejection of your Bid. Information previously submitted to the AUTHORITY in response to another Invitation to Bid shall not satisfy this requirement. The term "*experience*", as used in this requirement, shall mean the experience gained and possessed by the business entity proper (single proprietorship, partnership, corporation, or joint venture) responding to this solicitation. It shall not mean the experience of individual employee(s).

55. AWARD

Item 1-6

- A. Item 1-6 award will be made on an "All-or-None Total Offer" basis. Therefore it is necessary for a Bidder to bid on every item to have his/her Bid considered. **It is also required that the Bidder carefully considers each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet said specifications all items will be disqualified. The brand name and specific product entered on the Bid Form must match the description as it appears on the submitted product specification sheet. If not, the Bid may be deemed non-responsive. If the product specifications sheet is not submitted, the Bid will be deemed non-responsive.**

- B. The AUTHORITY reserves the right to make a primary, secondary award. The lowest, responsive, responsible Bidder meeting specifications, and special terms and conditions shall be the primary awardee, subject to the specifications, terms and conditions contained herein. The next lowest Bidder meeting specifications, special terms and conditions shall be secondary awardee. In the event the Primary Bidder cannot fulfill his/her contract, subject to the terms and

conditions as provided herein, the AUTHORITY reserves the right to use the secondary Bidder to perform requested services. The secondary Bidder will be required to provide the AUTHORITY the required certificate of insurance within seven (7) days prior to issuance of a purchase order or blanket purchase order. The secondary Bidder's price's shall remain the same as originally Bid and shall remain firm for the duration 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 any irregularities, or to accept the Bid which, in the AUTHORITY's judgment, will under all circumstances best serve the public interest.

Item 7 Recapping Of Off Road Air Tires

Item 7 will be awarded to all responsive, responsible Bidders who desire to be pre-qualified to participate in spot market purchases for SWA'S Recapping of Off-Road Air Tire Services on an as needed, when needed basis.

Bidders interested in being pre-qualified must meet the qualifications outlined in Special Condition No. 54, QUALIFICATION OF BIDDERS and indicate their desire to participate within the appropriate section for Item 8.

Bidders who meet the minimum qualifications set forth in this solicitation and indicate their desire to participate in spot market purchases for SWA'S Recapping of Off-Road Air Tire Services shall be deemed to be pre-qualified to participate in subsequent spot market purchases as required by the AUTHORITY on either an as-needed or on a periodic basis. When such spot market purchases are initiated, the pre-qualified vendors shall be invited to offer a fixed price for a specific individual purchase, or a specific purchasing period. The vendor then offering the lowest fixed price shall be awarded for the specific period or specific purchase. The award to one vendor for a specific period or individual purchase does not preclude the remaining pre-qualified vendors from submitting spot market offers for other specific purchases.

56. TERM OF CONTRACT

- A. The successful bidder(s) shall be awarded a contract for one (1) year with the option to renew the contract for two (2) additional one (1) year periods. Option for renewal will only be exercised upon mutual written agreement and with all original terms, conditions, and unit prices adhered to with no deviation except as allowed in Escalation Clause #57. Any renewals will be subject to appropriation of funds by the AUTHORITY.
- 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 for the terms of this extension period.

57. ESCALATION CLAUSE

- A. The AUTHORITY acknowledges the fluctuating nature of prices for items specified. Accordingly an escalator/de-escalator clause will be accepted only under the following conditions. The AUTHORITY reserves the right to cancel Awarded Bidders contract and make award to the lowest responsive Bidder(s) if the Awarded Bidders price escalation changes their position as lowest responsive responsible Bidder(s). The AUTHORITY may, at its option, request price updates from any Bidder if Awarded Bidder requests a price increase.
- a. Price increase(s) and price decrease(s) comparable to documented manufacturer's price changes or changes in industry related indices.
 - b. Receipt of proper written notification, to Purchasing Services, of all items affected by price increases/decreases no

less than 21 days prior to the effective date, along with a written request for acceptance and stating the effective date of such changes.

c. Where all prices shall have remained firm a minimum of 90 calendar days

d. All price increase(s) and decrease(s) to be approved by the Director of Purchasing Services

58. EQUITABLE ADJUSTMENT

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

59. BID SUBMITTAL

A. One (1) manually signed original and two (2) photocopies of the Bid must be sealed in one package. The BIDDER's name, return address, date and time of Bid opening, the Bid number and title must be clearly annotated on the outside of the package. Bids not conforming to the instructions, terms and conditions provided herein may be subject to disqualification at the sole option of the AUTHORITY.

B. Each Bid shall be legibly written or printed in ink, submitted on the Bid Form included herewith, and shall be manually signed in ink by an officer or employee having AUTHORITY to legally bind the company or firm. If erasures or other changes appear on the form, each erasure shall be signed or initialed by the person signing the Bid. If initialed, the AUTHORITY may require the BIDDER to identify any alteration so initialed.

C. Complete sets of bidding documents shall be used in preparing Bids. The AUTHORITY will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents, by BIDDERS or their SUB-BIDDERS.

60. LICENSES AND PERMITS

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

61. METHOD OF ORDERING

A. Service shall be ordered via individual 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 and must be accompanied by a completed, signed Safety Check/Time Sheet Form (One for each employee).** The Safety Check/Time Sheet Form (ATTACHMENT-A) must be signed by an AUTHORITY representative after service is complete. It is the awarded BIDDER'S responsibility to arrange for inspection of completed work and sign off by AUTHORITY representative prior to submission of an invoice for the work.

62. F.O.B POINT

The F.O.B point within Palm Beach County shall be indicated on the purchase order. Bid responses showing other than

F.O.B destination will not be accepted. Bid price must include all freight.

63. DELIVERY OF RECAPPED TIRES AND NEW SOLID TIRES

Recapping of tires shall be as notified by the AUTHORITY. The quantity to be recapped will depend upon the AUTHORITY's need at the time of request. The AUTHORITY requests that the maximum turn-around time for recapping not exceed twenty-eight (28) days. A late fee of \$20.00 per day will be assessed for recapped tires returned later than twenty-eight (28) days or the maximum turn-around time for recapped tires stipulated in vendor's Bid response.

64. AS SPECIFIED

A purchase order or blanket purchase order will be issued to the awarded Bidder(s) with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will be picked up by the Bidder at no expense to the AUTHORITY. Replacement items meeting specifications shall be submitted within a reasonable time of rejection of the non-conforming items.

At the option of the AUTHORITY, item(s) 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.

65. INVOICE INFORMATION, PARTS AND LABOR

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

1. Date
2. Purchase Order Number or Blanket Order Number
3. Bid Number and Lot Number
4. Itemized labor cost per Bid rate(s), if applicable
5. Itemized parts cost per Bid price, if applicable
6. Manufacturer name and part number for all parts

B. It is the awarded Bidder's responsibility to submit invoices in accordance with this Contract. Once the Authority receives a properly executed invoice, with all supporting documentation, the invoice(s) shall be paid. The Authority pays thirty (30) days AFTER receipt of a properly executed invoice.

C. The above payment terms and conditions are agreed to by submitting an offer on this bid.

66. PERFORMANCE

The AUTHORITY may return, for full credit, any unused items received which fail to meet the AUTHORITY's performance standards.

67. NON-EXCLUSIVE

The AUTHORITY reserves the right to acquire some or all of these goods and services through a State of Florida contract, provided the State of Florida contract offers a lower price for the same goods and services. 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 agreement when the specifications differ from this agreement, or for goods and services specified in this agreement

when the scope substantially differs from this agreement.

68. RIGHT TO TERMINATE

A. In the event that any of the provisions of the contract are violated by the successful BIDDER, the AUTHORITY shall serve written notice upon such BIDDER of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract. The liability of the BIDDER for any and all such violation(s) shall not be affected by any such termination.

69. WARRANTY

The successful Bidder shall furnish factory warranty on all equipment furnished hereunder against defect in materials and/or workmanship. The factory warranty shall become effective on the date of delivery and acceptance by the AUTHORITY. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to the AUTHORITY. Warranties shall be indicated on the Bid sheet or enclosed therewith.

70. INFORMATION AND DESCRIPTIVE LITERATURE

Bidders must furnish all information requested and in the space provided on the Bid form, if any. Further, each Bidder must submit with his/her proposal, descriptive literature and complete specifications covering the products offered. Reference to literature submitted with a previous Bid will not satisfy this provision. Bids which do not comply with these requirements may be subject to rejection.

71. CODES AND REGULATIONS

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

72. PROTECTION OF PROPERTY

A. 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.

73. PURCHASING AGENT

A. All questions and communications concerning this procurement process must be directed to **Mr. Leonardo Bermudez**, Senior Buyer, Purchasing Services. All requests for clarifications or additional information must be submitted in writing via electronic mail to lbermudez@swa.org, or by facsimile to 561-640-3400.

74. LAWS TO BE OBSERVED

A. In the execution of this contract, the CONTRACTOR shall exercise care to see that all Federal, State, County and Municipal laws, ordinances or regulations are observed, both by himself and his/her direct or indirect employees. He shall take reasonable care at all times to insure that proper protection of personnel involved is provided.

75. NO GUARANTEE OF AMOUNT OF WORK

A. The quantities shown are estimates. The AUTHORITY reserves the right to increase or decrease the total quantities

as necessary to meet the actual requirements.

76. INDEMNIFICATION

A. 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.

77. INSURANCE REQUIRED

A. 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.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The BIDDER shall furnish certificates of insurance to the AUTHORITY's Risk Management Section prior to the commencement of services. The certificates shall clearly indicate that the BIDDER has obtained insurance of the type, amount, and classification as required for strict compliance with insurance requirements as stated herein, and that no change or cancellation of the insurance shall be effective without sixty (60) 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.

C. The BIDDER shall maintain comprehensive general liability insurance in the amount of \$1,000,000 per occurrence.

D. The BIDDER shall maintain pollution liability insurance in the amount of \$1,000,000.00

E. The BIDDER shall maintain comprehensive automobile liability insurance in the following amounts:

Bodily Injury and/or \$ 500,000 each occurrence

Property Damage \$ 500,000 aggregate

Or

Combined Single Limit \$ 500,000 each occurrence/aggregate

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

G. The BIDDER shall maintain Workers Compensation insurance as per statutory requirements and Employers Liability limits no less than \$500,000 per occurrence.

H. **ALL** insurance shall specifically include the AUTHORITY as an "Additional Insured".

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TECHNICAL SPECIFICATIONS

Purchase of New Press-On Solid and Recapping Off-Road Air Tires and Tire Services

SWA Bid No. 19-06/LB

1. SCOPE:

A. The purpose and intent of this Invitation to Bid (ITB) is to secure firm fixed prices for the a) purchase of new press-on solid tires b) recapping of off-road air tires and c) tire services as specified herein for the Solid Waste Authority (AUTHORITY).

2. GENERAL REQUIREMENT:

A. The Awarded Bidder(s) shall be responsible for providing all equipment, materials and labor required to provide service at any location specified herein.

B. The AUTHORITY estimates half (50%) of all requirements for this contract will be delivered or performed at the AUTHORITY's Maintenance Facility or Landfills.

3. NEW PRESS ON SOLID TIRES

A. 23.5 INCHES WIDE x A MINIMUM OF 64 INCHES HIGH x 25 Inch Rim (Item 1)

- Tires must be manufactured using 100 percent natural rubber cut and chip resistant ultra-abrasive compound with a heavy durometer. Tires must be manufactured using OEM-type rims and built to specifications equal to 23.5 inches wide and a minimum of 64 inches and a maximum of 70 inches in height with a half inch (1/2") track wide lug tread design. Rim size is 25 inches.
- The AUTHORITY reserves the right to change the tread design at any time, at no additional charge.

B. 26.5 INCHES WIDE x A MINIMUM OF 68 INCHES HIGH x 25 Inch Rim (Item 2)

- Tires must be manufactured using 100 percent natural rubber cut and chip resistant ultra-abrasive compound with a heavy durometer. Tires must be manufactured using OEM-type rims and built to specifications equal to 26.5 inches wide and a minimum of 68 inches and a maximum of 70 inches in height with a half inch (1/2") track wide lug tread design. Rim size is 25 inches.
- The AUTHORITY reserves the right to change the tread design at any time, at no additional charge.

C. 20.5 INCHES WIDE x A MINIMUM OF 58 INCHES HIGH x 25 Inch Rim (Item 3)

- Tires must be manufactured using 100 percent natural rubber cut and chip resistant ultra-abrasive compound with a heavy durometer. Tires must be manufactured using OEM-type rims and built to specifications equal to 20.5 inches wide and a minimum of 58 inches and a maximum of 64 inches in height with a half inch (1/2") track wide lug tread design. Rim sizes is 25 inches.
- The AUTHORITY reserves the right to change the tread design at any time, at no additional charge.

D. 36 INCHES HIGH x 12 INCHES WIDE x 20 inch Rim (Item 4)

- Tires must be manufactured using 100 percent natural rubber cut and chip resistant ultra-abrasive compound with a heavy durometer. Tires must be manufactured using OEM-type rims and built to specifications equal to 36 inches High and 12 inches in height with a half inch (1/2") track wide lug tread design. Rim size is 20 inches
- The AUTHORITY reserves the right to change the tread design at any time, at no additional charge.

Bidder (Company) _____
SWA 19-06/LB

Signature _____

4. SERVICE HOUR RATE (Item 5 and 6)

- A. Labor hours paid under this contract shall be only productive hours at the job site. No travel time or mileage will be allowed.
- B. All Labor charges shall include mounting, dismounting, pickup and delivery of tires.
- C. Hourly rates shall commence upon arrival at site (as verified by the AUTHORITY representative) and shall end upon completion of the service. Awarded Bidder is to schedule service with an authorized AUTHORITY employee.
- D. Service is not limited to mounting and dismounting of tires, it may include tire rotation.
- E. The awarded Bidder(s) will be compensated a minimum of one (1) hour for a service charge call. Each subsequent hour shall be paid at the full hourly rate or pro-rated into quarter (1/4) hours, whichever shall apply.

F. **INSPECTION:**

- The awarded Bidder will conduct an inspection of all solid tires every thirty (30) days at the end of each month, and all other off-road equipment as-requested. Request(s) shall not exceed four (4) times per year.
- The awarded Bidder shall provide input on the recapping, replacement and rotation of tires on equipment to the Equipment Maintenance Manager via AUTHORITY provided inspection sheets (ATTACHMENT-B). The inspection sheets are also available at the maintenance department.
- All inspection sheets must be turned in within 48 hours of inspection, via fax at 561-687-7647 or via electronic mail (email) to mdiaz@swa.org
- The inspections will be conducted at no additional charge to the AUTHORITY.

- G. **RESPONSE TIME FOR ALL SERVICES:** It is hereby understood and mutually agreed by and between parties hereto that the time of delivery is an essential condition of this contract. By submitting a Bid, Bidder, if awarded a contract, agrees to the following response times:

- **Routine Service:** Shall be defined as work to be accomplished during the AUTHORITY's normal business hours. Monday through Friday, 6:00 a.m. to 5:00 p.m. and Saturday, 6:00 a.m. to 12:00 p.m. By appointment with an authorized AUTHORITY employee.
- **Emergency Service:** Shall be defined as work to be accomplished after the AUTHORITY'S normal business hours. The response time shall not exceed two (2) hours of initial request.
- Any additional work performed in conjunction with the Bid services must be approved in writing by the AUTHORITY representative, Miguel Diaz at 561-687-2993 prior to assignment(s) completion.

H. **DISPOSAL OF TIRES:**

- a. The awarded Bidder is responsible for all tires not suitable for recapping due to damage or rubber contamination, at no cost to the AUTHORITY.

5. RECAPPING OF OFF-ROAD AIR TIRES (Item 7)

- May include but are not limited to the following tire sizes: 20.5R25, 23.5R25, 26.5R25, 29.5R25

6. LOCATIONS

- A. The AUTHORITY may add additional service locations within Palm Beach County on an as-needed basis.

Bidder (Company) _____
SWA 19-06/LB

Signature _____

1. Maintenance Facility, 6255 North Jog Road, West Palm Beach, FL 33412
2. North County Landfill Operations, 6600 North Jog Road, West Palm Beach, FL 33412
3. Utilities Plant, 6329 North Jog Road, West Palm Beach, FL. 33412
4. Hazardous Waste Facility - North, 6161 North Jog Road, West Palm Beach, FL. 33412
5. South West County Transfer Station, 13400 South State Rd 7, Delray Beach, FL. 33446
6. Central County Transfer Station, 1810 Lantana Road, Lantana, FL. 33462
7. Lantana Landfill, 9047 West Lantana Road, Lake Worth, FL 33463
8. North County Transfer Station, 14185 North Military Trail, Jupiter, FL. 33458
9. West Central County Transfer Station, 9743 Weisman Way, Royal Palm Beach, FL. 33411
10. Belle Glade Transfer Station, 1701 State Road 15, Belle Glade, FL. 33430
11. South County Transfer Station, 1901 SW 4TH Ave, Delray Beach, FL 33444

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BID PROPOSAL FORM

**Purchase of New Press-On Solid and Recapping Off-Road Air Tires and Tire Services
BID NO. 19-06/LB**

THE UNDERSIGNED BIDDER, having familiarized himself/herself 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. 19-06/LB**, that the Bidder hereby accepts all terms and conditions as stated herein, and shall enter into a Contract to perform for the following price.

New Solid Tires					
ITEM	Description	Unit	Estimated Annual Quantity	Price per Unit	Total
1	23.5" wide x 64" high x Rim 25"	EA	4	\$	\$
2	26.5" wide x 68" high x Rim 25"	EA	25	\$	\$
3	20.5" wide x 58" high x Rim 25"	EA	4	\$	\$
4	36" high x 12" wide x Rim 20"	EA	4	\$	\$
5	Service Call – Routine	HR	110	\$	\$
6	Service Call – Emergency	HR	10	\$	\$
Grand Total (item 1-6)					\$

Item 7: Recapping Of Off-Road Air Tires:

SWA off road air tire sizes: 20.5R25, 23.5R25, 26.5R25 and 29.5R25

If your company is interested in participating in the AUTHORITY's spot market purchases for Off-Road Air Tire Recapping Services and purchase of used tires and tire casings, please indicate your preference below:

- I wish to participate
- I do not wish to participate

Information only- not to be considered in the award of bid:
Build up charge per inch of thickness around the circumference of the tire \$ _____

Maximum turn-around time for recapping: _____ days.
Turn-around time exceeding bid specifications will be charged a penalty of \$20.00 per day per tire.

Bidder (Company) _____ Signature _____
SWA 19-06/LB BFM-1

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

Payment Terms: Net 30 days

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

Area Representative Contact Information:

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

Bidder (Company) _____ Signature _____
 SWA 19-06/LB BFM-2

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) _____

EQUAL BUSINESS OPPORTUNITY PROGRAM

Economic Inclusion Policy

(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 2.21, "Coin Toss" for Tie Bid Preference)

If you are a certified Small/Minority/Women Business Enterprise (S/M/WBE), please complete the following. This information will assist us in identifying your (S/M/WBE) status in our database.

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

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: _____

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.

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

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

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

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:

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.

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.

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.

17. Bank References:

Bank	Address	Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____

18. Has the Bidder in the past four (4) years, been rendered a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Bidder discriminated against its subcontractors, vendors, suppliers or commercial customers? If yes, Bidder shall provide a list of all instances to include but not limited to; description of the status or resolution of the complaint, including any remedial action taken. (Attach additional sheets as necessary)

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 _____

REFERENCES

**PURCHASE OF NEW PRESS-ON SOLID AND RECAPPING OFF-ROAD AIR TIRES
AND SERVICES
SWA Bid No. 19-06/LB**

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

List a minimum of Three (3) references per **STC #54 QUALIFICATION OF BIDDERS**, to show experience in similar work, to include service provided, 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:
Job Classification(s) provided:	
Cost of Service: \$	Date of Service:
Contact Person:	Office Phone:
Title:	FAX:
E-mail:	Cell phone:

Reference #2

Name of Firm:	Address:
Job Classification(s) provided:	
Cost of Service: \$	Date of Service:
Contact Person:	Office Phone:
Title:	FAX:
E-mail:	Cell phone:

Reference #3

Name of Firm:	Address:
Job Classification(s) provided:	
Cost of Service: \$	Date of Service:
Contact Person:	
Title:	Office Phone:
E-mail:	FAX:
	Cell phone:

Reference #4

Name of Firm:	Address:
Job Classification(s) provided:	
Cost of Service: \$	Date of Service:
Contact Person:	
Title:	Office Phone:
E-mail:	FAX:
	Cell phone:

Reference #5

Name of Firm:	Address:
Job Classification(s) provided:	
Cost of Service: \$	Date of Service:
Contact Person:	
Title:	Office Phone:
E-mail:	FAX:
	Cell phone:

Bidder (Company) _____
 SWA 19-06/LB

Signature _____

REF-2

EQUIPMENT

Purchase of New Press-On Solid and Recapping Off-Road Air Tires and Tire Services SWA BID 19-06/LB

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

Per **STC #54 QUALIFICATION OF BIDDERS** list the equipment and location your company owns that could be used to performed requested services and shows experience in similar work and which demonstrates expertise in providing the services as stated herein. Please Print or Type. Use additional sheets if necessary.

Bidder: _____

DRUG-FREE WORK PLACE FORM

**PURCHASE OF NEW PRESS-ON SOLID AND RECAPPING OFF-ROAD AIR TIRES
AND SERVICES
SWA Bid No. 19-06/LB**

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

**PURCHASE OF NEW PRESS-ON SOLID AND RECAPPING OFF-ROAD AIR TIRES
AND SERVICES
SWA Bid No. 19-06/LB**

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 (AUTHORITY) 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 AUTHORITY. Vendor/contractor agrees to rent/sell/lease all goods and services to the AUTHORITY or any other government entity as opposed to a private citizen, on a first priority basis. The AUTHORITY 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

**TITLE: PURCHASE OF NEW PRESS-ON SOLID AND RECAPPING OF
OFF-ROAD AIR TIRES AND SERVICES
SWA Bid No. 19-06/LB**

**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: _____

PURCHASE OF NEW PRESS-ON SOLID AND RECAPPING OFF-ROAD AIR TIRES AND TIRE SERVICES

SWA Bid No. 19-06/LB

BEFORE SEALING YOUR BID MAKE SURE THE FOLLOWING ARE INCLUDED

- 1. Provide original 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. 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.
- 3. Bid Form/Bidder Acknowledgement: Carefully read *all* Bid Documents, and properly complete the Bid 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.)*
- 4. BQS 1-3, Bidder Qualification Form
- 5. List a brief description of similar work satisfactorily completed with location, dates of contracts, names and addresses of owners. REF 1-2, References: Submit a minimum of three references with the Bid.
- 6. DFW-1, Drug Free Work Place Form: Sign the Drug Free Work Place Form.
- 7. EMG-1, Conditions for Emergency / Hurricane or Disaster
- 8. SAV-1, Cost Savings / Small Business Enterprise
- 9. ACK-1, Addenda Acknowledgement
- 11. SCC-1, Scrutinized List Certification
- 12. Experience record showing the Bidder's training and experience with similar work.
- 13. EQUIP-1, List of equipment and facilities available to do work.
- 14. IF "NO BID" is offered, please complete the "No Bid" Response Submittal Form (No Bid-1) and the Invitation to bid Bidder Acknowledgement page and return these items to the Purchasing Department. Please do not return the entire package.



Solid Waste Authority

Safety Check/Time Sheet One for Each Employee

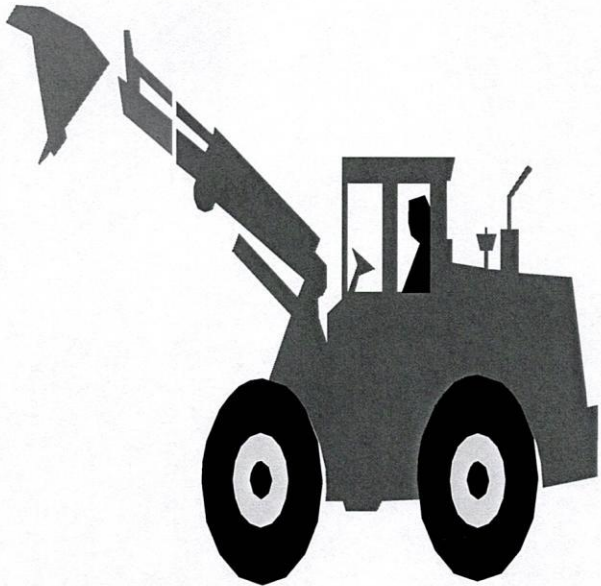
SWA Location: _____

Contractor Name: _____

Date	Employee Name	Task	IN (AM/PM)	SWA Initial	Out (AM/PM)	Hours	SWA Authorized Signature
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							
Sunday							

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

HEAVY EQUIPMENT TIRE INSPECTION WORKSHEET



Date _____

Inspector (Print) _____

Location _____

Asset ID # _____

Make / Model _____

Recommendations: _____

FRONT
Tread Depth

Tire Height

MIDDLE
Tread Depth

Tire Height

REAR
Tread Depth

Tire Height

FRONT
Tread Depth

Tire Height

MIDDLE
Tread Depth

Tire Height

REAR
Tread Depth

Tire Height
