

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 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
 - 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.
 - The invoice shall contain the Bidder's Federal Employer Identification number.
 - 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 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 nonperforming 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

CHEMICAL CLEANING OF LANDFILL LEACHATE COLLECTION SYSTEM
Bid No. 19-01/DL

53. PURPOSE

- A. The purpose and intent of this Invitation to Bid is to establish a term contract for Chemical Cleaning of Landfill Leachate collection System on an "as needed" basis for facilities located throughout the Solid Waste AUTHORITY of Palm Beach County (AUTHORITY) in accordance with the specifications, terms and conditions stated herein.
- B. The proposed work consists of all labor, materials, equipment and incidentals required for experienced and qualified Contractors to perform services to include chemical cleaning, maintenance and miscellaneous repairs required for the Landfill Leachate Collection System at the Solid Waste Authority of Palm Beach County's Landfill. Services shall include but is not limited to: chemical cleaning of leachate force-mains, leachate gravity pipes under the landfill, leachate manholes and pump stations, leachate main gravity lines and landfill gas infrastructure. Services may also include confined space entry on an "as-needed" basis. Typical components of Authority leachate collection systems are as follows:
- Force main: 6" and 8" C-900 PVC and ductile iron pipe
 - Landfill Gas Collection System: 2" to 18" HDPE and PVC
 - Leachate collection pipes under landfill: 6-18" HDPE
 - Leachate gravity line: 12" HDPE
 - Leachate manholes: reinforced concrete
 - Landfill gas infrastructure: 2" to 18" HDPE and PVC
 - See attached maps of "as-built" leachate system.
- C. As chemical cleaning becomes necessary, the awarded Contractor will be required to submit a detailed written proposal to accomplish the work as requested by the Authority. The proposal will include a full description of work to be performed and a detailed daily schedule outlining Contractor activities and a detailed estimate as to the cost of work based on prices bid herein. The Contractor must include in his/her Bid submittal a plan for the disposal of spent chemicals utilized in cleaning activities and the residue removed from the Landfill Leachate Collection System.

54. AWARD

- A. Award will be made to the lowest, responsive, responsible BIDDER based on the aggregated total of Groups A and B combined. Therefore, BIDDERS shall Bid on all line items within each of these Groups. BIDDERS that do not submit for all line items in Groups A and B will be considered non-responsive. BIDDERS are cautioned to make no assumptions until the AUTHORITY has entered into a contract.
- B. The AUTHORITY reserves the right to make a primary and secondary award. The lowest BIDDER meeting specifications, special terms and conditions shall be the primary awardee. The next lowest BIDDER meeting specifications, special terms and conditions shall be secondary awardee. The AUTHORITY will give the primary awardee the first opportunity to perform all available work. If the primary awardee cannot provide the scheduled pressure cleaning service, the secondary awardee will be contacted to perform the required work. More than two (2) occurrences of failure to provide a scheduled service shall be deemed as a default of contract and 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 any irregularities, or to accept the Bid which, in the AUTHORITY's judgment, will under all circumstances best serve the public interest.

55. **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 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 for the terms of this extension period.

56. **OPTION TO RENEW FOR ONE ADDITIONAL YEAR (With Price Adjustment)**

- 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 satisfactory completion, of that initial term, the AUTHORITY shall have the option to renew this contract for an additional one (1) year period. Prior to completion of each exercised contract term, the AUTHORITY may consider an adjustment to price based on changes in the following pricing index: All Urban consumers, Miami-Fort Lauderdale, Florida, other Goods and Services.
- B. It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted thirty (30) days prior to expiration of the then current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the AUTHORITY will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment.
- C. The AUTHORITY reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is an AUTHORITY prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the AUTHORITY.

57. **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.

58. **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 1-3)**
 - List and brief 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.

- Confined space training certificates for employees performing confined space services and list of confined space entry equipment.
 - MSDS sheets for chemicals or formulations to be used at SWA sites.
- 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).
- C. Please refer to page TEC-1 through TEC-5 for detailed list of qualifications and experience requirements.

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.
- D. 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, which offer may not be withdrawn except as may be provided for herein. Bids which do not comply with these requirements may be rejected at the option of the Authority.

60. **LICENSES AND PERMITS**

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**

Service shall be ordered via individual purchase orders on an “as-needed” basis or Blanket orders for services at specified intervals 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, Job Log Form.** The Job Log form, (ATTACHMENT-1) must be signed by an authorized 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. **INVOICE INFORMATION**

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

- Purchase Order or Blanket Order Number.
- Itemized cost per bid rate(s).
- Copy of signed service ticket with AUTHORITY Representative Signature verifying work has been satisfactorily completed.

- Safety Check/Time Sheet form signed by authorized AUTHORITY Staff (ATTACHMENT - 2).

63. NO GUARANTEE OF AMOUNT OF WORK

The BIDDER(s) should fully understand that the AUTHORITY does not, hereunder, contract to do any specific amount of work during the contract period. The AUTHORITY reserves the right to modify or terminate cleaning schedules at their discretion.

64. RIGHT TO TERMINATE

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.

65. OCCUPATIONAL HEALTH AND SAFETY

A. BIDDER, as a result of award of the Bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Risk Department, a Safety Data Sheet (SDS). The SDS shall be provided with initial shipment and shall be revised on a timely basis as appropriate. All SDS and toxic substances shall be in compliance with phased in implementation of Globally Harmonized System of classification and labeling of chemicals. 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.

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, corrosivity, 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.

66. CODES AND REGULATIONS

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

67. 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.

B. Contractor shall not use employees of any temporary employment agency. Only actual bona fide contractor employees are to be used to perform these specifications.

C. Contractor shall perform services that do not adversely affect health or productivity during the regular work hours of operation in buildings. When it is necessary to perform work outside of the regularly scheduled hours, the contractor shall notify the Facility Manager at least one day in advance.

68. **PROJECT SAFETY**

All work performed will be accomplished in accordance with OSHA, DOT, HAZMAT, and EPA requirements, procedures and approved standards. All field personnel will be trained on all aspects of project activities and specific project site related safety issues.

69. **DEBRIS**

Awarded BIDDER shall be responsible for the prompt and complete removal of all debris which is a result of this contractual service.

70. **CHARACTER OF WORKMEN AND EQUIPMENT**

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

71. **LICENSES AND PERMITS**

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.

72. **WARRANTY**

Acceptance of cleaning work will be based on visual or camera inspection. The successful Bidder shall fully warranty any material and installation services furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery and acceptance by the Authority. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the Authority, immediately upon written notice from Purchasing Services.

73. **CHEMICAL AND METHODS COMPATIBILITY**

The SWA reserves the right to review products to be used for this project for compatibility of methods and chemical with our current leachate collection system prior to award.

74. **PURCHASING AGENT**

All questions and communications concerning this procurement process must be directed to **Diane LeRay, CPPO, CPPB; Procurement Manager**. All requests for clarifications or additional information must be submitted in writing via electronic mail to dlaray@swa.org.

75. **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, November 28, 2018 by close of business.**

76. **AREA REPRESENTATIVE**

BIDDER must indicate in space provided on the Bid Proposal Form the name, address, telephone number, and e-mail address, if available, of the vendor's representative who will be available upon request to resolve delivery and billing problems.

77. **LAWS TO BE OBSERVED**

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.

78. **NO GUARANTEE OF AMOUNT OF WORK**

The BIDDER(s) should fully understand that the AUTHORITY does not, hereunder, contract to do any specific amount of work during the contract period. The AUTHORITY reserves the right to modify or terminate cleaning schedules at their discretion.

79. **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 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
- E. 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.
- F. The BIDDER shall maintain Workers Compensation insurance as per statutory requirements and Employers Liability limits no less than \$500,000 per occurrence.
- G. **ALL** insurance shall specifically include the AUTHORITY as an "Additional Insured".

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

TECHNICAL SPECIFICATIONS

CHEMICAL CLEANING OF LANDFILL LEACHATE COLLECTION SYSTEM BID NO.: 19-01/DL

A. SCOPE:

1. The work shall include, but not necessarily be limited to the following:
2. Leachate Chemical Cleaning, maintenance and miscellaneous repairs for lateral, gravity and force main collection & conveyance systems. Additional responsibilities may include pumping sediments from pump stations which are up to 30 feet in depth.
3. Chemical cleaning and maintenance of landfill gas condensate and gas collection infrastructure.
4. Confined space services as needed to facilitate chemical cleaning services, including all safety equipment required to perform confined space entry work.
5. Chemical(s) shall dissolve, remove, penetrate and disperse unwanted buildup of deposits and scale and all other existing microbial activity resulting in a clean leachate collection system. Chemicals are to be formulated for removing deposits and scale and shall contain inhibitors to protect associated metals from corrosion.
6. The cleaning process shall circulate or surge a specially formulated cleaning solution throughout the piping system to remove the accumulated build-up of scale. Tests on the samples within the cells will be conducted on-site for evaluation.
7. Chemical cleaning is necessary to open the system sufficiently for proper access of equipment to examine the system and determine the extent of clogging. Once cleared, technicians will be able to review the surfaces and determine the extent of the systems problems.
8. Expectations of chemical cleaning of the leachate and landfill gas piping systems:
 - a. Increase system efficiency
 - b. Lower maintenance costs
 - c. Improved water collection
 - d. Increase system hydraulic performance
9. The selected vendor(s) will be allowed to recirculate spent cleaning chemicals utilized in cleaning and the residue removed from the Landfill Leachate Collection System, provided that the composition of chemical cleaning products and residue removed complies with the requirements of Solid Waste Authority's injection well operating permit. Prior to disposal of any cleaning residues, vendor will be required to gain prior approval from the Authority to ensure vendor meets quality and composition suitable for disposal in Authority's Leachate Collection System.

B. CONTRACTORS RESPONSIBILITY:

1. The Contractor shall furnish at their expense all supervisors, equipment, machinery, tools, materials, labor, and transportation and services necessary to fully accomplish Leachate Collection System cleaning as specified herein.
2. The Contractor shall be responsible for providing staff that have been trained and certified by a properly designated State lead agency as competent to handle and apply chemicals and other products necessary to implement chemical cleaning services.
3. The Contractor shall be responsible for the safe use and application of products used. Protective clothing, equipment and devices shall, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the

Bidder (Company) _____ Signature _____
Bid No.:19-01/AL TEC-1

products being used. Contractor shall provide MSDS sheets on all chemicals to be used in performance of the scope of services.

4. Confined space entry shall be performed only by certified trained personnel who shall conduct all required confined space entry procedures in accordance with all federal, state, and local regulations. Contractor shall provide Authority's Utilities Department copies of their confined space training certificates for each personnel entering a confined space prior to the Company personnel entering the confined space.
5. Contractor shall be responsible to ensure frequent pickup of any and all refuse, rubbish, scrap materials, and debris as a result of their operations so that work site presents a neat and orderly appearance at all times. Contractor **shall not** deposit any empty or partially empty **chemical containers** in refuse containers at Authority structures.
6. Contractor will be responsible to ensure that all work is carried out in a manner to mitigate any hazards associated with chemical cleaning. The contractor will be responsible for ensuring adequate protection is in place to prevent chemical spillage or the uncontrolled discharge of leachate. Prior to commencement of any work the Contractor shall submit a plan how he intends to comply with this requirement. Contractor shall also be responsible for the cleanup of any discharge while performing services for the Authority.
7. Contractor to provide listing of certifications and training of staff related to the work to be performed.

C. **PROVIDED BY AUTHORITY:**

The Authority will provide water source for chemical cleaning and will work cooperatively with Contractor to ensure access to leachate collection system.

D. **MINIMUM QUALIFICATIONS:**

1. Vendors must provide credentials and past performance which verify the qualifications requested.
2. **Cleaning Services:**
 - 3 years company experience in the removal of "Biorock" scale formation in municipal utility lines.
 - 3 years company experience in the use of chemical cleaning process in a landfill application.
 - 3 years company experience in the removal of sediment and rock debris from manholes and/or pump stations up to 30 feet deep.
 - Complete history of all projects completed and experience of employees for the last three (3) years.
3. **Confined space services:**
 - Certified Diver shall have a minimum of three (3) years' experience.

E. **RELEVANT PROJECT EXPERIENCE:**

Bidders are requested to provide previous experience with landfill leachate collection system chemical cleaning. Bidder is required to provide three (3) representative projects on the Project Experience Forms (PROJ 1 thru 3) herein.

F. **PERFORMANCE:**

All work shall be performed on a time and material basis when and as directed by authorized personnel of the Solid Waste Authority. **Contractor's staff, upon arrival at the AUTHORITY's facility, shall have the site supervisor or designee initial acknowledgement of arrival time and shall have a supervisor or designee sign acknowledgement of departure time on Attachment 2, Safety Check/Time Sheet Log.**

G. **SITE INSPECTION ESTIMATE:**

1. When the need arises, the Authority will notify the Contractor of the need for cleaning services. Notification will include name and address of the facility, name and telephone number of the contact person.
2. Within five (5) working days after notification of a job, Contractor shall make a site inspection (if required) and provide a written estimate based on prices bid herein. The deadline may be extended by AUTHORITY personnel if required. All written estimates must provide a breakdown of labor hours, materials costs, equipment costs, and any subcontractor fees. All written estimates must be submitted using the Job Estimate Form – Attachment 1.
3. The following procedure will be followed:
 - Contractor shall utilize site inspection to ascertain if there are any discrepancies from these bid specifications.
 - During site inspection if the Contractor detects or anticipates a problem that may interfere with work set forth herein, they shall immediately notify AUTHORITY's Utilities.
 - Rates, with the exception of Standby Rates, are defined as actual time worked. Rates shall commence upon arrival at site. No travel time shall be reimbursed by the AUTHORITY.
 - All cleaning services will be completed within seven (7) days of the receipt of printed purchase order or blanket order release. * Some jobs may be longer. Request permission from AUTHORITY for extension on certain jobs.
 - The AUTHORITY will pay a minimum charge of one (1) hour for one crew for each service call requested.
 - Failure to respond to requests for competitive job estimates on a timely basis on three (3) consecutive occasions will be grounds for cancellation of bidder's contract.
 - Contractor shall provide a detailed schedule of all contractor activities for the work to be performed. Included in this schedule shall be all subcontractor activities and schedule.
 - Contractor shall provide a plan outlining full description of work to be performed by contractor and subcontractor. Contractor shall also provide specific details pertaining to cleaning methods and procedures. Plan shall also include procedure for disposition of used chemicals.

H. **RESPONSE TIME:**

A. Contractor shall provide hourly rates for each of the following response times:

- **Routine Service:** Whenever normal operations of an AUTHORITY site are not affected. Work to be accomplished during normal hours (7:00 AM through 5:00 PM, Monday through Friday). Response time to be within two (2) weeks of request.
- **Emergency Service:** Whenever lives and/or property are at risk or the normal operation of an AUTHORITY site is halted. Response time is to be within two (2) days of request. Emergency service labor rates shall be no more than 1 ½ times the routine service rates.
- **Premium/Holidays:** Work to be accomplished after the AUTHORITY's normal business hours on Saturdays, Sundays and Holidays. Holiday rates go into effect on the holidays observed by the Authority. Currently these holidays are honored by the AUTHORITY: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day & Day after, Christmas Day & Day before or after. Premium/holiday rates shall be no more than double the routine service rates.

I. **MOBILIZATION / DEMOBILIZATION DEFINED:**

Mobilization/demobilization shall be defined as the act of assembling and/or organizing the Contractor's crew and equipment and moving those items and crew members to the AUTHORITY's site in preparation to perform requested services and subsequently returning those crew members and equipment to Contractor's place of business upon project completion.

J. **STAND-BY PERIOD DEFINED:**

Stand-by period shall be defined as a non-performance period in which no work is being performed as directed by AUTHORITY staff.

K. **STAND-BY:**

1. At the discretion of AUTHORITY staff, contractor shall go on stand-by if there is a rain event or other unforeseen circumstance significant enough that the leachate collection system is backed up and bypass pumping is required. Contractor shall resume chemical cleaning once leachate levels are lowered as determined by AUTHORITY staff.
2. During a stand-by period, contractor's equipment shall remain on the AUTHORITY site. No additional mobilization charges shall apply. The crew shall remain on the AUTHORITY site at the sole discretion of the AUTHORITY staff.
3. Stand-by rates shall not exceed 20% of normal or premium/holiday rates. Stand-by rates shall not exceed eight (8) hours per day.

L. **EQUIPMENT:**

Contractor shall provide a complete list and description of all equipment available to provide the required service (see form EQUIP-1). All equipment needed to perform the required work shall be furnished by the contractor at no additional cost to the AUTHORITY.

M. **SERVICE PROCEDURE:**

Written estimates reflecting bid pricing must be submitted for each project with estimated costs (See Attachment-1).

N. **MATERIALS/RENTAL TOOLS AND EQUIPMENT:**

SWA shall reimburse Contractor for Contractor's cost of non-incidentual materials, rental equipment and specialized equipment plus a mark-up not to exceed 5%. Documentation of such cost, such as copies of invoices or other valid documentation for materials, rental of equipment and tools, shall be furnished with the invoice to the AUTHORITY. The AUTHORITY reserves the right to request verifications.

* Expenses for non-incidentual parts and materials, special rental equipment and/or specialized equipment needed to complete a job shall be included in written estimate and are subject to SWA's Approval. SWA will negotiate reasonable charges for such expenses with Contractor at the time of written estimate for the project.

O. **SUBCONTRACTING:**

1. Should the Contractor elect to subcontract any portion of an individual project, the Contractor must first check with AUTHORITY to identify if any AUTHORITY's contracts can be utilized for required services.
2. SWA will reimburse Contractor for subcontractor's actual cost plus mark-up not to exceed 5%. Any materials, rental tools and equipment provided by the subcontractors shall be at subcontractor's actual cost. Invoices and documentation must be provided with copies of subcontractor's invoices. The subcontractor shall be equally responsible for meeting all requirements specified in this bid.
3. Contractor shall not employ any subcontractor, supplier or other persons or organization against whom the AUTHORITY may have reasonable objection. Acceptance of any subcontractor by the AUTHORITY shall not constitute a waiver of any right of the AUTHORITY to reject defective work. The AUTHORITY may furnish to any such subcontractor, supplier or other persons or organization to the extent practicable, information about amounts paid on their behalf to the contractor.

- 4. If a subcontractor fails to perform or make progress as required by the AUTHORITY, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the contractor shall promptly do so, subject to acceptance of the new subcontractor by the AUTHORITY.

- 5. The contractor shall employ its own forces, in addition to supervision, to perform not less than 80% of the estimated sum. Once the estimate is approved, no changes will be made to the estimate without prior written approval by the AUTHORITY.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

CHEMICAL CLEANING of LANDFILL LEACHATE COLLECTION SYSTEM
BID NO.: 19-01/DL

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. REF 1-2, References: -Submit 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
- 10. EQUIP-1, Equipment List
- 11. PROJ -1-3, List of Relevant Projects (see Item #E – pg. TEC-2 of the Technical Specifications)
- 12. SCC-1, Scrutinized Companies
- 13. Confined space training certificates for employees performing confined space services
- 14. List of confined space entry equipment
- 15. MSDS sheets for chemicals or formulations to be used at SWA sites
- 16. Licenses: Attach certificate of competency, certifications, state registration and or any other applicable licenses for the purpose of performing the specified work. Attach to the back of your submittal.
- 17. 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.

Bidder

Signature _____

(Company) _____

BID PROPOSAL FORM

Chemical Cleaning of Landfill Leachate Collection System BID NO. 19-01/DL

THE UNDERSIGNED BIDDER, having familiarized themselves 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. 19-01/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.

GROUP A- MOBILIZATION/DEMobilIZATION		
Line	Description	Cost
1	Mobilization / Demobilization – as per Technical Specifications (Item I)	\$ _____

GROUP B – CLEANING SERVICES & CONFINED SPACE					
Line	Description	Estimated Hours	Unit	Price per Hour	Total
1	Chemical Cleaning – Routine Service – as specified herein	8	Hours	\$ _____	\$ _____
2	Chemical Cleaning – Emergency Service – as specified herein	8	Hours	\$ _____	\$ _____
3	Chemical Cleaning – Premium/Holiday Service – as specified herein	8	Hours	\$ _____	\$ _____
4	Confined Space Work	8	Hours	\$ _____	\$ _____
Total Lines 1 through 4					\$ _____
TOTAL ITEMS (GROUP A(1) + GROUP B(1 thru 4)) Mobilization/Demobilization + Cleaning Services and Confined Space					\$ _____

CHEMICALS: The AUTHORITY shall reimburse Contractor only for Contractor's ACTUAL cost of chemicals as a "pass-thru" cost billable to the AUTHORITY. Invoices must be provided.

MISTAKES: Bidders are expected to examine the specifications, delivery schedule, quote prices, extensions and all instructions pertaining to 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.

Bidder (Company) _____
Bid No.: 19-01/DL

Signature _____

DISPOSAL FACILITIES LIST

As per STC, Item 53.C (pg. STC-1), Contractor must include sites for disposal of spent chemicals utilized in cleaning activities and the residue removed from the Landfill Leachate Collection System. Listed below are the facilities to be used for liquid and chemical disposal. Facilities must be licensed sanitary disposal facility in accordance with all federal, state & local guidelines.

Company Name, Address and Contact, License #	Disposal Site Location

Contractor understands that the Authority reserves the right to reject all Bids and to waive any informality in bidding. The Contractor 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:

Name (Printed):		Office FAX:
Title:		Office Phone:
Address:		
		Cell Phone:
		E-Mail:
24 Hour Contact Phone Number		Beeper:

Bidder (Company) _____
 Bid No.: 19-01/DL

Signature _____

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, certifications or training of the individuals related to 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. Does the Certified Driver possess a minimum of three (3) years' experience?

_____ (If yes, provide evidence for experience years)

18. Bank References:

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

19. 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)

SUBCONTRACTORS: Contractor shall furnish a list of all subcontractors performing work on this project. If Contractor intends on subcontracting with a SBE, please indicate such designation after the "Name" of the Firm and include a copy of the SBE Firm's certification that will be accepted from any certifying agency within the State of Florida.

Name	License #	Duties	Contract Amount \$	% of Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

Chemical Cleaning of Sanitary Landfill Leachate Collection System BID NO.: 19-01/DL

List a minimum of Three (3) references per **STC #58 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:
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:

Bidder (Company) _____ Signature _____
Bid 19-01/DL

Reference #3

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 #4

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 #5

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

SIMILAR PROJECTS

Chemical Cleaning of Sanitary Landfill Leachate Collection System

BID NO.: 19-01/DL

PROJECT EXPERIENCE FORM # 1

Project Name: _____

Project Location: _____

Owner: _____

Primary Contact (*Owner's Project Manager*): _____

Address: _____

E-mail Address: _____

Telephone No.: _____

Secondary Contact: _____

Address: _____

E-mail Address: _____

Telephone No.: _____

Original Contract Amount: \$ _____

Original Scheduled Completion Date: _____

Change Order Amount: \$ _____

Actual Completion Date: _____

Role of the Bidder on Project (eg. Prime, Sub-Contractor, other): _____

Percentage of overall project cost self-performed by Bidder: _____%

Bidder's Project Manager Name: _____

Bidder's Project Superintendent Name: _____

Project Summary:

PROJECT EXPERIENCE FORM # 2

Project Name: _____

Project Location: _____

Owner: _____

Primary Contact (*Owner's Project Manager*): _____

Address: _____

E-mail Address: _____

Telephone No.: _____

Secondary Contact: _____

Address: _____

E-mail Address: _____

Telephone No.: _____

Original Contract Amount: \$ _____

Original Scheduled Completion Date: _____

Change Order Amount: \$ _____

Actual Completion Date: _____

Role of the Bidder on Project (eg. Prime, Sub-Contractor, other): _____

Percentage of overall project cost self-performed by Bidder: _____%

Bidder's Project Manager Name: _____

Bidder's Project Superintendent Name: _____

Project Summary:

PROJECT EXPERIENCE FORM # 3

Project Name: _____

Project Location: _____

Owner: _____

Primary Contact (*Owner's Project Manager*): _____

Address: _____

E-mail Address: _____

Telephone No.: _____

Secondary Contact: _____

Address: _____

E-mail Address: _____

Telephone No.: _____

Original Contract Amount: \$ _____

Original Scheduled Completion Date: _____

Change Order Amount: \$ _____

Actual Completion Date: _____

Role of the Bidder on Project (eg. Prime, Sub-Contractor, other): _____

Percentage of overall project cost self-performed by Bidder: _____%

Bidder's Project Manager Name: _____

Bidder's Project Superintendent Name: _____

Project Summary:

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: _____

ADDENDA ACKNOWLEDGMENT FORM

**TITLE: Chemical Cleaning of Landfill Leachate Collection System
BID NO.: 19-01/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

**Chemical Cleaning of Landfill Leachate Collection System
BID NO.: 19-01/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.

JOB ESTIMATE FORM

SOLID WASTE AUTHORITY

**A copy of this completed form must accompany all proposals for work to be performed under
Bid No. 19-01/DL**

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

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

LABOR COST

DESCRIPTION	RATE	HOURS
TOTAL LABOR COST		\$

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

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

JOB LOG FORM

SOLID WASTE AUTHORITY

A copy of this completed form must accompany all Invoices for work to be performed under

Bid No. 19-01/DL

DATE: _____

Purchase Order or Blanket Purchase Order Number: _____

Locations: Check () one or write in Location

- NCRRF Scalehouse
- South West County T/S
- North County Landfill
- Central County (Lantana) T/S
- North County (Jupiter) T/S
- West Central County (RPB)T/S
- West County (Belle Glade) T/S
- South County T/S
- Central County Recycle Building

- Hazardous Waste Facility
- South West County T/S Scalehouse
- North County Landfill Scalehouse
- Central County T/S Scalehouse
- North County T/S Scalehouse
- West Central County T/S Scalehouse
- Administration Building
- Central County Multi-use Building
- Other: _____

- Compost Facility
- Recycling Facility
- Utilities Plant
- Visitor Center
- Facility/Utility Maint.
- Environmental Lab
- Landfill Buildings
- SWA Maint. Truck wash

VENDOR EMPLOYEES PERFORMING WORK:

NAME OF EMPLOYEE:

TIME IN/OUT:

HOURS WORKED:

Description of work: _____

Materials used in above work (include MFG/Brands) (attach additional sheet if necessary): _____

Authority Representative hereby signifies that above work has been satisfactorily completed.

Name: _____

Date: _____

Printed

Initial