

SUBMIT BID TO:

Solid Waste Authority of Palm Beach County
 7501 North Jog Road
 West Palm Beach, Florida 33412
 Attn: PURCHASING



PURCHASING DEPARTMENT CONTACT:
 Marina Kane
 Telephone: 561 640-4000, ext. 4520

INVITATION TO BID

Bidder Acknowledgment

Bid Title: Furnish and Delivery of Batteries: Automotive and Heavy Duty

SWA Bid No.: 19-04/LB

Bid must be received no later than 2:00 PM, March 25, 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 Small/Minority Women Business Enterprise?	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).)			
 _____ 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 website as a courtesy only and assumes no direct or implied responsibility for omissions which materially affect your bid submittal. Note: Responses to solicitations cannot be submitted to the Authority electronically.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

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

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

- 1. EXECUTION OF BID:** Bid must contain a manual signature, in ink, of an authorized, representative, who has the legal ability to bind the Bidder in contractual obligations. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink.
- 2. NO BID:** If not submitting a bid, please respond no later than the bid opening date and time, by returning the Bidder Acknowledgment and "No Bid" Response Submittal Form, noting the reason in the space provided. Failure to respond 3 times in succession without justification may be cause for removal of the Bidders name from the mailing list.
- 3. BID OPENING:** Shall be public, at the Authority's Administrative Offices located at:

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.

- 4. THIRD PARTY BENEFICIARY DISCLAIMER:** It is not the intention of these Bid documents to create third party beneficiary status in any person or entity that is not a direct party to the contract awarded as a result of a successful Bid and no language in these Bid documents or the contract awarded pursuant to this Bid should be construed or interpreted as creating a third party beneficiary.

7501 North Jog Road
 West Palm Beach, Florida 33412

5. **TAXES:** The Authority is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The Authority's exemption number is on the face of the purchase order. The Director of Purchasing Services will provide an exemption certificate to the successful Bidder. Vendors or contractors doing business with the Authority shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Authority nor shall any Vendor/Contractor be authorized to use the Authority's Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the Authority.
6. **DISCOUNTS:** Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.
7. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.
8. **INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:
- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to:
- Solid Waste Authority of Palm Beach County
Attn: **Accounts Payable**
7501 North Jog Road
West Palm Beach, FL 33412
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated Authority employee or authorized agent; be clearly marked as "partial", "complete" or "final" invoice. The Authority will accept partial deliveries. In addition the invoice shall contain bid number and lot, itemized materials, and backup invoices for pass-thru items.
- c. The invoice shall contain the Bidder's Federal Employer Identification number.
- d. The Authority's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other terms of payment must have been previously approved by the Authority, and appear on the contract or purchase order document to be binding upon the Authority.
9. **ESTIMATED QUANTITIES:** Estimated quantities or dollars are for Bidder's guidance only: a) estimates are based on the Authority's anticipated needs and/or usage; and b) the Authority may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the Contract period. The Authority is

not obligated to place any order for the given amount subsequent to the award of this Bid solicitation.

10. **DELIVERY:** Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.
11. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.
12. **INTERPRETATIONS:** All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the Authority in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing, and received by the Authority at least five (5) days prior to the Bid Opening. Inquiries shall be addressed to the Purchasing Agent. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders.
13. **ADDENDA:** In conjunction with Item 12, "Interpretations" above, the Purchasing Department may issue an addendum in response to any inquiry received, prior to the close of the solicitation period which changes, adds, or clarifies the terms, provisions, or requirements of the solicitation. The Bidders should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the solicitation document or in the addenda issued. Where there appears to be a conflict between the solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid, a signed "Acknowledgement of Addenda" form, when any addenda have been issued.
14. **DISPUTES:** With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within the time prescribed, as more fully detailed in the Authority's Purchasing Manual, Section 10, after posting of the solicitation. Any Bidder who is adversely affected by the Authority's decision or intended decision shall file a protest in writing within the time prescribed, as more fully detailed in the Authority's Purchasing Manual, Section 10, after posting of the notice of decision or intended decision. These procedures are available upon request from the Authority.

15. CONFLICT OF INTEREST: All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Authority. Further, all Bidders must disclose the name of any Authority employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

16. LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

17. LICENSE, PERMITS AND FEES: The awarded Bidder(s) shall hold all license and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties and/or fines on the Authority or an awarded Bidder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder.

18. DRUG-FREE WORKPLACE: Preference shall be given to business with **Drug-Free Work Place (DFW)** programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Authority for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

19. 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 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: Any person, recognized legal entity, or either of their respective representative(s) seeking an award from such competitive solicitation; and any person who is a member of a selection or evaluation committee or panel whose purpose is to make selections, recommendations or evaluations in connection with a competitive selection process; and any employee of the department from which the contract solicitation originated and for whose primary purpose it will serve, any employee that is a chief of the Solid Waste Authority of Palm Beach County regardless of the originating department; and Notwithstanding the above, any person, legal entity, or their respective representative(s), may contact any member(s) of the Authority's Governing Board, the Executive Director, Purchasing Director or Procurement Manager, however, any such communication shall only be by written correspondence, and in all cases the Purchasing Director shall be copied. Any oral communications to any of these person(s) listed in this subsection regarding a particular competitive solicitation is strictly prohibited.

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.

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

FURNISH AND DELIVERY OF BATTERIES: AUTOMOTIVE AND HEAVY DUTY SWA Bid No. 19-04/LB

53. PURPOSE

- A. The purpose and intent of this Invitation to Bid is to establish a term contract for the **FURNISH AND DELIVERY OF BATTERIES**, both Automotive and Heavy Duty for the Solid Waste Authority of Palm Beach County (AUTHORITY) in accordance with the specifications, terms and conditions stated herein.

54. METHOD OF AWARD

- A. Award will be made to the lowest, responsive, responsible bidder subject to the terms and conditions herein. Award will be based on the **lowest bid in the aggregate (TOTAL) for ITEMS 1 THROUGH 17** on the Bid Form. Bidder(s) must bid on all Items to be considered for award.
- B. The AUTHORITY reserves the right to make a primary, secondary, and tertiary award. The lowest, responsive, responsible Bidder meeting specifications, and 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 provide all products. If the primary awardee cannot provide the requested products, the secondary awardee will be contacted. More than two (2) occurrences of failure to provide services as requested may 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, with an option to renew for an additional one (1) year period. Option for renewal will only be exercised upon mutual written agreement and with all original terms, conditions, and unit prices adhered to with no deviation except as allowed in Escalation Clause #56. Any renewals will be subject to appropriation of funds by the AUTHORITY.
- 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 and receive proper consideration for future adjustments during any exercised option period, the vendor's request for adjustment must be submitted 30 days prior to expiration of the then current contract term and be in accordance with the conditions outlined herein. The vendor adjustment request should not be in excess of the most recent Consumer Price Index, Unadjusted (CPI-U) All Urban consumers, Miami-Fort Lauderdale, Florida, other goods and services or in excess of the documented manufacturer's price changes. 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 price adjustments.
- 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.
- D. The AUTHORITY reserves the right to automatically extend the intended contract for a maximum period, not-to-exceed ninety (90) calendar days in order to provide continual service and supplies while a new contract is being solicited, evaluated and/or awarded. The awarded BIDDER agrees to this condition by virtue of signing their Bid submittal. All prices shall be fixed for the terms of this extension period.

56. 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.

57. PRICING

- A. Prices must include shipping, handling, delivery, profit and item cost. No other charges will be allowed
- B. Unit prices shall be firm for the first annual term of the Contract
- C. Bidder must provide the cost of a new battery, the amount of the core credit and overall cost of a battery if the core is returned.

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 1-4)**
 - **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)**
 - **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).

59. EQUAL BUSINESS OPPORTUNITY PROGRAM

- A. In accordance with Section 6 of the Purchasing Manual, Economic Inclusion Policy and Procedures, the Authority's Equal Business Opportunity (EBO) Office has not applied an Affirmative Procurement Initiative to this procurement. The Authority does encourage Small/Minority/Women/Business Enterprise (S/M/WBE) participation. For information on the Economic Inclusion Policy and Procedures, please contact the EBO Office at 561-640-4530 or visit www.swa.org/EBO.

60. WARRANTY

- A. Type of Warranty Coverage Required – **Bidder's should provide a copy of its written warranty certificates with their submittal. Failure to meet this requirement may result in the submitted bid being deemed non-responsive.** The warranty supplied by the Bidder shall remain in force for the full period identified by the Bidder, regardless of whether the Bidder is under contract with the AUTHORITY at the time of defect. Any payment by the AUTHORITY on behalf of the goods or services received from the Bidder does not constitute a waiver of these warranty provisions.
- B. Correcting Defects Covered Under Warranty – The Awarded Bidder shall be responsible for promptly correcting any deficiencies, at no cost to the AUTHORITY, within 14 calendar days after written notification or as directed by an authorized AUTHORITY employee. If the Awarded Bidder fails to satisfy the warranty within this period the AUTHORITY may:
- i. Place the Awarded Bidder in default of their contract
 - ii. And/or procure the products from another source and charge the vendor for any additional costs that are incurred by the AUTHORITY. This shall be done through a credit memorandum or through invoicing

61. 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.

62. 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.

63. METHOD OF ORDERING

- A. Service shall be ordered via individual purchase orders on an "as-needed" basis or Blanket orders. **Invoices must be submitted against each individual purchase order or blanket purchase order release.**

64. INVOICE INFORMATION

- A. Invoices submitted as a result of this Bid, must contain the following information.
1. Date
 2. Purchase Order Number
 3. Bid Number
 4. Part Number
 5. Itemized cost(s) per bid rate(s)
 6. Core Credit

7. Core's Received

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.

65. 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.

66. CODES AND REGULATIONS

A. 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.

68. PURCHASING AGENT

A. All questions and communications concerning this procurement process must be directed to **Mr. Leonardo Bermudez, Sr.** 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.

69. AREA REPRESENTATIVE

A. 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.

70. 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.

71. NO GUARANTEE OF AMOUNT OF WORK

A. The BIDDER(s) should fully understand that the AUTHORITY does not, hereunder, contract to do any specific amount of work during the contract period.

72. 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.

73. 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 \$500,000 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 except worker's compensation shall specifically include the AUTHORITY as an "Additional Insured".

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TECHNICAL SPECIFICATIONS

Furnish and Delivery of Batteries: Automotive and Heavy Duty SWA Bid No. 19-04/LB

1. SCOPE:

A. The purpose and intent of this Invitation to Bid (ITB) is to secure firm fixed costs FURNISH AND DELIVER BATTERIES for Automotive and Heavy duty applications, as specified herein for the Solid Waste Authority (AUTHORITY).

2. GENERAL REQUIREMENT:

A. All products offered shall be new, highest quality, or grades available of these specifications and be in operating condition at time of delivery.

B. Batteries shall include:

Part ID	Minimum Cold Cranking Amps (CCA)	Minimum Cranking Amps (CA)	Estimated Annual Usage
24	550	650	4
24M1000	800	1000	6
35	550	675	3
40R	650	810	4
45-775	485	600	2
4-D	1050	1280	35
51R	450	560	1
58	500	630	10
65	675	890	35
75	540	640	2
78	690	820	6
8-D	1400	1700	10
GC110	Deep Cycle Battery	75 Amps for 120 Minutes	20
GC8V	Deep Cycle Battery	56 Amps for 121 minutes	2
MP31	950	1140	20
MS31	950	1140	100
U1L	300	365	15

3. DELIVERY

A. All Parts are to be delivered within three business day, or as directed by an authorized AUTHORITY employee.

B. The AUTHORITY must be notified of any parts that are not available for specified delivery at the time of order, and be given an Estimated Time of Arrival (ETA).

C. If parts are placed on backorder, a report must be provided to the AUTHORITY of all current backorders, on a weekly basis.

D. The AUTHORITY reserves the right to cancel any and all backorders due to service requirements

4. RETURNS

A. The Awarded Vendor must pick up any parts to be returned within three business days after the AUTHORITY notifies them of the return, or as directed by an authorized AUTHORITY employee.

B. The Awarded Vendor will issue a credit memo to the AUTHORITY within seven (7) calendar days of the return.

C. The AUTHORITY will not pay restocking for batteries that have been returned.

5. BATTERY CORES

A. Most battery cores will be returned to the awarded vendor, but not on a one-for-one basis. Some cores are damaged and some are not returned from the field mechanics.

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BID PROPOSAL FORM

**FURNISH AND DELIVERY OF BATTERIES: AUTOMOTIVE AND HEAVY DUTY
BID NO. 19-04/LB**

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. 19-04/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.

LINE	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	PRICE WITHOUT CORE	CORE CREDIT	PRICE PER BATTERY (Price w/o core minus Core)	TOTAL – (Price per battery multiplied by the estimated annual quantity)
1	24 – As specified herein	EA	4	\$	\$	\$	\$
2	24M1000 – as specified herein	EA	6	\$	\$	\$	\$
3	35 – as specified herein	EA	3	\$	\$	\$	\$
4	40R – as specified herein	EA	4	\$	\$	\$	\$
5	45-775 – as specified herein	EA	2	\$	\$	\$	\$
6	4-D – as specified herein	EA	35	\$	\$	\$	\$
7	51R – as specified herein	EA	1	\$	\$	\$	\$
8	58 – as specified herein	EA	10	\$	\$	\$	\$
9	65 – as specified herein	EA	35	\$	\$	\$	\$
10	75 – as specified herein	EA	2	\$	\$	\$	\$
11	78 – as specified herein	EA	6	\$	\$	\$	\$
12	8-D – as specified herein	EA	10	\$	\$	\$	\$
13	GC110 – as specified herein	EA	20	\$	\$	\$	\$

Bidder (Company) _____ Signature _____

LINE	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	PRICE WITHOUT CORE	CORE CREDIT	PRICE PER BATTERY (Price w/o core minus Core)	TOTAL – (Price per battery multiplied by the estimated annual quantity)
14	GC8V – as specified herein	EA	2	\$	\$	\$	\$
15	MP31 – as specified herein	EA	20	\$	\$	\$	\$
16	MS31 – as specified herein	EA	100	\$	\$	\$	\$
17	U1L – as specified herein	EA	15	\$	\$	\$	\$
Total Items (1 through 17)							\$

Example: Line item 1: Battery w/o Core Price \$454.99 - core credit 25.00 = price per battery 429.99 x annual usage 4=\$1,719.96 total

Delivery/pick up Location:
Solid Waste Authority of PBC
Equipment Maintenance Facility
6255 North Jog Rd
West Palm Beach FL 33412

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'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

FURNISH AND DELIVERY OF BATTERIES: AUTMOTIVE AND HEAVY DUTY SWA Bid No. 19-04/LB

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

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

DRUG-FREE WORK PLACE FORM

**FURNISH AND DELIVERY OF BATTERIES: AUTOMOTIVE AND HEAVY DUTY
SWA Bid No. 19-04/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

**FURNISH AND DELIVERY OF BATTERIES: AUTOMOTIVE AND HEAVY DUTY
SWA Bid No. 19-04/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:

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: FURNISH AND DELIVERY OF BATTERS: AUTOMOTIVE AND
HEAVY DUTY
SWA Bid No. 19-04/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: _____

**CERTIFICATION PURSUANT TO FLORIDA
STATUTE §215.4725**

BID TITLE: FURNISH AND DELIVERY OF BATTERIES: AUTMOTIVE AND HEAVY DUTY

BID NO.: 19-04/LB

I, _____, on behalf of _____,
Print Name Name of Business

certifies that _____ does not:
Name of Business

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

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

BIDDER'S SIGNATURE

DATE

“NO BID” RESPONSE SUBMITTAL FORM

**FURNISH AND DELIVERY OF BATTERIES: AUTOMOTIVE AND HEAVY DUTY
SWA Bid No. 19-04/LB**

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.

**FURNISH AND DELIVERY OF BATTERIES: AUTMOTIVE AND HEAVY DUTY
SWA Bid No. 19-04/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 1-4, 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. SVG-1, Cost Savings / Small Business Enterprise
- 9. ACK-1, Addenda Acknowledgement
- 11. SCC-1, Scrutinized List Certification
- 12. Licenses: Attach certificate of competency, state registration and or any other applicable licenses for the purpose of performing the specified work. Attach to the back of your submittal.
- 13. 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.