20 DEGREE MURIATIC ACID

QUOTATION NUMBER 17-Q03/AL

April 24, 2017

PURCHASING SERVICES CONTACT: Angel Lopez, Buyer.
E-MAIL: alopez@swa.org
TELEPHONE NUMBER: 561-640-4000 x 4524

All quotation responses must be received on or before May 18, 2017 prior to 5:00 p.m., EST.
Submit quotation to: Solid Waste Authority of PBC Purchasing Department, 7501 North Jog Road, West Palm Beach, FL 33412. Responses may be faxed to 561-640-3400 or emailed to alopez@swa.org.

PURPOSE
The purpose of this solicitation is to establish a contract for the purchase and delivery of 20 Degree Muriatic Acid in 3000 lb totes on an as needed basis. The acid is used to clean and help dissolve clogs that accumulate in underground lines installed in the landfill.

AWARD – PRIMARY AND SECONDARY
Contract will be awarded to the lowest and best quote from a responsive, responsible bidder, subject to the terms and conditions herein.

The Authority reserves the right to make a primary and secondary award. The lowest bidder meeting specifications, terms and conditions shall be the primary awardee. The next lowest bidder meeting specifications, terms and conditions shall be secondary awardees. If the primary contractor cannot respond to a service request within the time stipulated in their quote response, the secondary vendor will be contacted to perform the required work. More than two (2) occurrences of failure to respond in a timely manner shall be deemed as a default of contract. (See Special Terms and Conditions, “Right to Terminate”).

The Authority reserves the unqualified right, in the Authority’s sole and absolute discretion, to reject any and all quotes, to waive any irregularities, or to accept the quote which, in the Authority’s judgment, will under all circumstances, best serve the public’s interest.
QUALIFICATION OF BIDDERS
This quotation shall be awarded only to a responsible bidder, qualified to provide the work specified. The bidder shall submit the following information with their quote.

A. Bidders Qualification Statement showing the Bidder’s training and experience in similar work. (PAGES 12-14).

B. Bidder must have a local Business Tax Receipt which must be current at time of quotation submittal or be exempt from such requirement as stipulated in Florida Statute §205.065.

C. All applicable Safety Data Sheets (SDS)

D. References outlining a brief description of similar work satisfactorily completed with location, dates of contracts, names and address of owners. (PAGES 15-16)

E. Bidder shall provide a comprehensive list of Bidder owned equipment and facilities available to service this contract. (PAGE 17).

F. Licenses, Permits and Local Business Tax Receipts.

FAILURE TO SUBMIT THE ABOVE REQUESTED INFORMATION WITH QUOTE SHALL BE CAUSE FOR REJECTION OF YOUR QUOTE. Information previously submitted to the Authority in response to another competitive solicitation shall not satisfy this requirement. The term “experience”, as used in this requirement, shall mean the experience gained as 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).

OPTION TO RENEW FOR ONE ADDITIONAL YEAR (With Price Adjustment)
The initial contract prices resultant from this solicitation shall prevail for a two (2) year period from the contract’s initial effective date. Prior to, or upon completion, of that initial term, the Authority shall have the option to renew this contract for an additional one (1) year period. Prior to completion of each exercised contract term, the Authority may consider an adjustment to price based on changes in the following pricing index: All Urban consumers, Miami-Fort Lauderdale, Florida, other Goods and Services.

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 presume that the vendor has agreed that the optional term may be exercised without pricing adjustment.

The Authority reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option 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.
**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.

**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.**

Service call shall be made within time established in vendor’s quote response.

**QUANTITY, ESTIMATED**

The quantities are estimates. The Authority reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.

**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.

**CODES AND REGULATIONS**

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

**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.

**PROTECTION OF PROPERTY**

The successful bidder shall at all times guard against damage or loss to the property of the Authority or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Authority may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his agents.

**OCCUPATIONAL HEALTH AND SAFETY**

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 Purchasing 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. The **SDS must include the following information:**
(a) The chemical name and the common name of the toxic substance.

(b) The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosivity, and reactivity;

2. 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

3. The primary routes of entry and symptoms of overexposure.

(c) 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.

(d) The emergency procedure for spills, fire, disposal, and first aid.

(e) 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.

(f) 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.

**INSURANCE REQUIRED**

The Bidder shall not commence work on any Authority Property until all insurance required as stated herein has been obtained and such insurance has been approved by the Authority. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The 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.

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

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

- Bodily Injury and/or Property Damage $ 1,000,000 each occurrence
- or

Combined Single Limit $ 1,000,000 each occurrence/aggregate

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.

The Bidder shall maintain pollution insurance in the amount of $1,000,000 per occurrence.
The Bidder shall maintain Workers Compensation insurance as per statutory requirements and Employers Liability limits no less than $500,000 per occurrence.

ALL insurance, excluding worker’s compensation, shall specifically include the Authority as an "Additional Insured".

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES
All Bidders submitting a response to this Quotation agree that such response also constitutes a quote to all political subdivisions under the same conditions, for the same prices and the same effective period as this quote, 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.

CANCELLATION, WITHOUT CAUSE
The Authority reserves the right to cancel this contract without cause via thirty (30) day written notice.

CHARACTER OR 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 the work, shall underwritten instruction of the Authority be removed from the job, and such person shall not again be employed on Authority projects. Failure by the contractor to provide adequate equipment may result in annulment of this contract as herein provided.

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.

PURCHASING AGENT
All questions and communications concerning this procurement process must be directed to Mr. Angel Lopez, Buyer, Purchasing Services. All requests for clarifications or additional information must be submitted in writing via electronic mail to alopez@swa.org, or by facsimile to 561-640-3400.
QUOTATION NUMBER 17-Q03/AL

SCOPE OF SERVICES

The Solid Waste Authority of Palm Beach County (SWA) is soliciting quotes for the purchase and delivery of 20 DEGREE Muriatic Acid, on an as needed basis. The acid is used to clean and help dissolve clogs that accumulate in underground lines installed in the landfill.

The following terms and conditions are applicable to this Request for Quote:

The acid must be delivered within two (2) days after receipt of purchase order.

The acid must be delivered in a 3000 lb tote with a valved male cam and groove fitting at the bottom of the tote.

All associated costs shall be included in pricing for the supply of the tote.

The awarded bidder shall be responsible for offloading the new tote(s) from the truck for delivery.

The awarded bidder shall be responsible for loading used tote(s) for return.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
THE UNDERSIGNED CONTRACTOR, having familiarized himself with the specifications in the Quotation, 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 Quote, that the Contractor hereby accepts all terms and conditions as stated herein, and shall enter into a Contract to perform for the following price. Award to be made in lots.

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<tr>
<th>Line</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price per Unit</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>20 Degree Muriatic Acid – Furnish and Delivered (All Inclusive)</td>
<td>3000</td>
<td>lb</td>
<td>$________</td>
<td>$________</td>
</tr>
</tbody>
</table>

Total $_______

Exact Product/Brand Name Offered: __________________________________

Advance notice required to deliver and perform services requested

__________ Days/ Hours (circle one)

Is a copy of your local business tax receipt included?
Yes___ No___

Is a copy of the Safety Data Sheet (SDS) included?
Yes___ No___

Is the Drug-Free Workplace Form attached?
Yes___ No___

It is the bidder’s sole responsibility to assure that his/her quotation is complete and delivered to the Purchasing Services Department. Quotations which for any reason are not so delivered will not be considered.

Bidder understands that the Authority reserves the right to reject all Quotes and to waive any informality. The Bidder agrees that this Quote 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:

<table>
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<tr>
<th>By (Signature):</th>
<th>Date:</th>
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<tr>
<td>Name (Printed):</td>
<td>Title:</td>
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<tr>
<td>Company Name:</td>
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<td>Address:</td>
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### Contact Information:

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<th>FAX:</th>
<th>Office:</th>
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<tr>
<td>Cell/Mobile:</td>
<td>E-Mail:</td>
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SAVINGS

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

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

BID PRICES OFFERED AVERAGE _________________ % LOWER THAN:

(CIRCLE ONE OF THE FOLLOWING NUMBERS)
1. Price that would be obtained without benefit of a contract resulting from this bid.
2. Manufacturer's current wholesale price list.
3. Other (specify) ____________________________________________________________

SMALL BUSINESS ENTERPRISE

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

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

Are you currently certified as a Small Business Enterprise (SBE) vendor with a government entity?  

Yes  No

** THE FOLLOWING INFORMATION IS FOR TRACKING PURPOSES ONLY

Are you currently certified as a minority or woman (M/WBE) vendor with a government entity?  

Yes  No

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

1. 
2. 
3. 

Comments:  ____________________________________________________________

___________________________________________________________
DRUG-FREE WORK PLACE FORM

20 Degree Muriatic Acid

QUOTATION NUMBER 17-Q03/AL

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 requested within 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 requested within, 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
It is hereby made a part of this Quotation that before, during and after a public emergency, disaster, hurricane, flood, or acts of God that the Solid Waste Authority of Palm Beach County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which may threaten public health and safety, as determined by the Solid Waste Authority of Palm Beach County. Vendor/contractor agrees to rent/sell/lease all goods and services to the Solid Waste Authority of Palm Beach County or any other government entity as opposed to a private citizen, on a first priority basis. The Solid Waste Authority of Palm Beach County expects to pay a fair and reasonable price not to exceed those quoted for all products and/or services 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:__________________

Cellular Number:_______________________ FAX Number:_______________________

Nearest Branch Office Phone Number:_____________________________________

and Location:____________________________________________________________

Other out of Area Branch Office Locations and Phone Numbers:__________________

______________________________________________________________
BIDDER'S QUALIFICATIONS STATEMENT

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

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

2. Number of years as a Supplier/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 contract of this nature that you have completed?

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

7. Have you carefully examined the Bid Documents and understand the intent and meaning of the Bid Documents and the proposed work? Do you have a complete plan for performance of the work as specified?
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, if applicable.

___________________________________________________________________________

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

___________________________________________________________________________

11. 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:

___________________________________________________________________________

___________________________________________________________________________

12. 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.

___________________________________________________________________________

___________________________________________________________________________

13. 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.

___________________________________________________________________________

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

The BIDDER acknowledges and understands that the information contained in response to this 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

20 DEGREE MURIATIC ACID

QUOTATION NUMBER 17-Q03/AL

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

List a minimum of Three (3) references per “QUALIFICATION OF BIDDERS” to show experience in similar work, to include 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

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<tr>
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Per “QUALIFICATION OF BIDDERS” list the equipment your company owns that could be used for the furnish and delivery of 20 DEGREE Muriatic Acid to show experience in similar work and which demonstrates expertise in providing the services as stated herein. Please Print or Type. Use additional sheets if necessary.

Bidder: ___________________________________________
“NO BID” RESPONSE SUBMITTAL FORM

20 DEGREE MURIATIC ACID
QUOTATION NUMBER 17-Q03/AL

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

Please check reason for a “no Bidder.”

___ 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: ________________________