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

Bid Title: BUSH HOG SERVICES (Certified SBE Only)

INVITATION
TO BID
Bidder Acknowledgment

Bid must be received no later than 2:00 PM, August 28, 2019 at which time bids will be opened.

Authorized Signature (Manual) Authorized Name (Typed) Title (typed)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

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

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

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

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

1. EXECUTION OF BID: Bid must contain a manual signature, in ink, of an authorized, representative, who has the legal ability to bind the Bidder in contractual obligations. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink.

2. NO BID: If not submitting a bid, please respond no later than the bid opening date and time, by returning the Bidder Acknowledgment and “No Bid” Response Submittal Form, noting the reason in the space provided. Failure to respond 3 times in succession without justification may be cause for removal of the Bidders name from the mailing list.

3. BID OPENING: Shall be public, at the Authority's Administrative Offices located at:

7501 North Jog Road
West Palm Beach, Florida 33412

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.
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 exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Authority nor shall any Vendor/Contractor be authorized to use the Authority's Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the Authority.

6. DISCOUNTS: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

7. MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. FAILURE TO DO SO WILL BE AT BIDDER'S RISK. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

8. INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:
   a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to:

      Solid Waste Authority of Palm Beach County  
      Attn: Accounts Payable  
      7501 North Jog Road  
      West Palm Beach, FL 33412

   b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated Authority employee or authorized agent; be clearly marked as “partial”, “complete” or “final” invoice. The Authority will accept partial deliveries. In addition the invoice shall contain bid number and lot, itemized materials, and backup invoices for pass-thru items.

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

   d. The Authority's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other terms of payment must have been previously approved by the Authority, and appear on the contract or purchase order document to be binding upon the Authority.

9. ESTIMATED QUANTITIES: Estimated quantities or dollars are for Bidder's guidance only: a) estimates are based on the Authority's anticipated needs and/or usage; and b) the Authority may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the Contract period. The Authority is not obligated to place any order for the given amount subsequent to the award of this Bid solicitation.

10. DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.

12. INTERPRETATIONS: All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the Authority in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing, and received by the Authority at least five (5) days prior to the Bid Opening. Inquires shall be addressed to the Purchasing Agent. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders.

13. ADDENDA: In conjunction with Item 12, “Interpretations” above, the Purchasing Department may issue an addendum in response to any inquiry received, prior to the close of the solicitation period which changes, adds, or clarifies the terms, provisions, or requirements of the solicitation. The Bidders should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the solicitation document or in the addenda issued. Where there appears to be a conflict between the solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid, a signed “Acknowledgement of Addenda” form, when any addenda have been issued.

14. DISPUTES: With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within the time prescribed, as more fully detailed in the Authority's Purchasing Manual, Section 10, after posting of the solicitation. Any Bidder who is adversely affected by the Authority's decision or intended decision shall file a protest in writing within the time prescribed, as more fully detailed in the Authority's Purchasing Manual , Section 10, after posting of the notice of decision or intended decision. These procedures are available upon request from the Authority.
15. CONFLICT OF INTEREST: All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Authority. Further, all Bidders must disclose the name of any Authority employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder’s firm or any of its branches.

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

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

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

19. EQUAL BUSINESS OPPURTUNITY 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 business, 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 to receive points for location, the firm must have all of the following a minimum of one (1) year prior to the solicitation: a) its headquarters or branch office located within Palm Beach County; b) been incorporated or a legally begun business and fully licensed; and c) a valid Business Tax Receipt issued by the Palm Beach County Tax Collector that will be used to verify that the Proposer had a permanent place of business one (1) 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 and may include home offices. For a home office to qualify, it must meet all necessary legal requirements for such office, and in the event a mobile home is used as a home office, it must be without wheels and permanently affixed to the land. The firm’s office shall be fully staffed with personnel including at least one (1) 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. Additional information or documentation, including a site visit by Authority staff, may be required to confirm a local presence sufficient to qualify and receive a Local Preference. 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.

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 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 as specified in Section 2.2.1 of the Purchasing Manual.

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 item(s) offered on a "promotional" basis from the manufacturer. It will be the successful bidder’s responsibility to monitor said item(s) and report any that are or will be offered at lower price.

25. COMMERCIAL NONDISCRIMINATION POLICY: It is the policy of the Authority not to enter into a contract or to be engaged in business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, subcontractors or commercial
customers on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in relevant marketplace for Palm Beach County.

26. CONTRACTUAL AGREEMENT: The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Palm Beach County, Florida.

27. GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify Purchasing Services at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The Authority reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the Authority.

28. PATENTS AND ROYALTIES: The Bidder, without exception, 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 bone 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
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 nonperformance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing Services may authorize in writing) after receipt of notice from the Director of Purchasing Services specifying such failure. In the event the Authority terminates this contract in whole or in part because of default of the successful Bidder, the Authority may procure goods and/or services similar to those terminated, and the successful Bidder shall be liable for any excess costs incurred due to this action.

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

43. TERMINATION FOR CONVENIENCE: The Director of Purchasing Services may, whenever the interests of the Authority so require, terminate the contract, in whole or in part, for the convenience of the Authority. The Director of Purchasing Services shall give five (5) days prior written notice of termination to the successful Bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful Bidder has the right to withdraw, without adverse action, from the entire contract. Unless directed differently in the Notice of Termination, the successful Bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the successful Bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.

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

44. WARRANTY: All warranties expressed or implied shall be made available to the Authority for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the awarded Bidder against factory defects and workmanship. At no expense to the Authority, the awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer’s standard warranty.

45. BUSINESS TAX RECEIPTS: In order to provide goods and/or services specified in this bid, a current business tax receipt issued in Palm Beach County is required. This business tax receipt shall be issued for the services being bid herein. A photocopy of the business tax receipt shall be submitted with bid.

46. LOCAL BUSINESS TAX EXEMPTION: In accordance with Florida Statue §205.065 Exemption; nonresident (Palm Beach County) persons regulated by the Department of Business and Professional Regulation, engaging in or managing a business, profession, or occupation regulated by the Department of Business and Professional Regulation has paid a business tax for the current year to the county or municipality in the state where the person’s permanent business location or branch office is maintained, is not required to pay other local governing authority a business tax, or any registration or regulatory fee equivalent to the business tax, on the person for performing work or services on a temporary or transitory basis in another municipality or county.

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

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

The name and address on the Business Tax Receipt must be the same name and address that is included in the submittal to the Authority, and that the attached Business Tax Receipt must
accompany the Bid at the time of Bid submission.

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

47. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all political subdivisions under the same conditions, for the same prices and the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

This agreement in no way restricts or interferes with the right of any political subdivision to rebid any or all items.

48. CONE OF SILENCE: Bidders are advised that a Cone of Silence means a prohibition on any communication, written or oral, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

a) Any person, recognized legal entity, or either of their respective representative(s) seeking an award from such competitive solicitation; and
b) 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

c) 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
d) 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 conferences, oral presentations before selection committees, 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, or 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

BUSINESS HOG SERVICES (CERTIFIED SBE ONLY)
SWA Bid No. 19-16/AL

53. PURPOSE

A. The purpose and intent of this Invitation to Bid is to secure firm fixed pricing and establish a term contract with a Certified Small Business Enterprise (SBE) to provide BUSINESS HOG SERVICES for the Solid Waste Authority of Palm Beach County (AUTHORITY) in accordance with the specifications, terms and conditions stated herein.

54. PRE-BID CONFERENCE AND SITE WALK-THRU

A. All interested parties are greatly encouraged to attend a pre-bid conference and six (6) site visits on August 8, 2019 commencing at 9:00a.m. at the Solid Waste Authority Multi-Purpose Building, located at 6250 High Ridge Rd Lantana, FL 33462. Immediately following the Pre-Bid Conference meeting, all interested parties are requested to attend site visits for the following locations.

1. Central County Transfer Station (CCTS) Mango Groves, 1810 Lantana Road, Lantana Florida 33462
2. Lantana Landfill – 9191 W. Lantana Road and 95th Street, Lantana FL 33462 - Please see Attachment 1 - Location Map
3. Cross State Landfill – 491 Pike Road, West Palm Beach FL 33411
4. Dyer Park – 5716 Dyer Boulevard, Riviera Beach FL 33407
5. Belle Glade Landfill – 2100 Canal Street, Belle Glade, FL 33430 Please see Attachment 1 - Location Map
6. Pahokee Landfill –Bay Bottom Road, Pahokee, FL 33476 - Please see Attachment 1 - Location Map

B. Bidders will have the opportunity to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. While every effort will be made to answer any questions concerning this Invitation to Bid raised by potential bidders at the Pre-Bid Conferences, such answers shall be considered unofficial until affirmed in writing by the Purchasing representative in the form of an addendum.

C. All questions and communications concerning the procurement must be directed to Mr. Angel Lopez, Buyer. All requests for clarification or additional information must be submitted in writing via electronic mail to alopez@swa.org.

D. It is anticipated that the pre-bid conference and site walk-thru will last approximately 5 hours in total.

E. IT IS A MANDATORY REQUIREMENT THAT ALL INDIVIDUALS ATTENDING THE PRE-BID CONFERENCE WEAR SAFETY VESTS FOR THE WALK-THRU PORTION OF THE PRE-BID CONFERENCE. THESE ITEMS WILL NOT BE PROVIDED BY THE AUTHORITY.

55. AWARD

A. Award will be made to the lowest responsive, responsible bidder on a LOT-BY-LOT BASIS subject to the terms and conditions herein. BIDDER with the lowest cost in the aggregate for each lot will be deemed as the lowest priced responsive BIDDER. BIDDER must submit pricing on all line items within a lot to be considered for award of that lot. BIDDER is required to submit on the Bid Form herein.

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 Bidders meeting specifications, and special terms and conditions shall be secondary and tertiary awardees. The AUTHORITY will give the primary awardee the first opportunity to provide all services. If the primary awardee cannot provide the requested services, the
secondary or tertiary 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.

D. Awarded Bidder(s) shall register and/or maintain active status in the AUTHORITY’s Vendor Registration System. To register as a vendor please visit www.swa.org/vendor.

56. TERM OF CONTRACT

A. The initial contract prices resultant from this solicitation shall prevail for a two (2) year period from the contract’s initial effective date, with an option to renew for an additional one (1) year period.

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

57. OPTION TO RENEW FOR ONE ADDITIONAL YEARS

A. Prior to, or upon satisfactory completion of the initial contract term, the AUTHORITY shall have the option to renew this contract for an additional one (1) year period.

58. ESCALATION CLAUSE

A. Prior to each optional renewal of contract term, the Authority may consider an adjustment to price based on the percentage change in the Consumer Price Index – All Urban Consumers, Not Seasonally Adjusted, Miami-Fort Lauderdale, Florida, Item: Services as published by the Bureau of Labor Statistics of the U.S. Department of Labor (Series ID CUURA320SAS, CUUSA320SAS).

B. It is the successful Bidder(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 30 days prior to expiration of the then current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the Authority will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment.

C. The Authority reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is an Authority prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the Authority.

59. QUALIFICATION OF BIDDERS

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

- Experience record showing the BIDDER’s training and experience in similar work. (BQS 1-3)

- List and brief 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.
• List of equipment and facilities available to do the work. (EQUIP-1)

• 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).

60. EQUAL BUSINESS OPPURTUNITY PROGRAM

A. 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 6.1 through 6.4 of the Purchasing Manual, as incorporated herein. In addition, program tools and solicitation incentives are hereby referred to as the Affirmative Procurement Initiatives (API).

B. Each solicitation will be evaluated to determine the appropriate Affirmative Procurement Initiative (API) which will be outlined in detail in the Instructions to Bidders, “Small Business Enterprise (SBE) participation located herein. Failure to meet the API requirement will deem the Bidder’s response as non-responsive.

61. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION

A. In accordance with Section 6 of the Purchasing Manual, as incorporated herein, the AUTHORITY has applied a Direct Contracting Program for Other Servicers and Trade Services API for this Procurement.

B. The AUTHORITY has reserved this procurement for only Certified SBE firms to Bid. Certified SBE firms must be certified at the time the bid is due. Certified SBE firms must perform a Commercially Useful Function, as defined in the Definition Section of the Purchasing Manual. Failure to meet the API requirements will deem the BIDDER’S response as NON-RESPONSIVE.

C. The BIDDER must provide proof of certification in accordance to the Economic Inclusion Program Policy and Procedures. A copy of the firm’s certification letter or certificate shall be provided with its bid. Failure to provide complete and accurate information shall result in the Bid being deemed non-responsive.

D. SBE firms must be certified in accordance with the Equal Business Opportunity (EBO) Program Economic Inclusion Policy, as defined in the Purchasing Manual. The BIDDER’S Subcontractors and Suppliers that will be utilized to fulfill the SBE participation requirements in this solicitation, must be certified as a SBE at the time that the BIDs are due to the AUTHORITY in accordance with the EBO Program Policy. All firms must perform a “Commercially Useful Function” on this contract. See Definition Section of the Purchasing Manual, as incorporated herein.

E. A SBE is a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit that (1) is independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories; and ( ) is currently certified as having annual revenues and/or number of employees that satisfy S/M/WBE size standards on an industry-specific basis and satisfies the Significant Business Presence and other eligibility requirements for participation in the EBO Program.

F. To qualify as meeting the Significant Business Presence definition, the S/M/WBE firm’s principal office as stated in its filings with the Florida Department of State must be located within Palm Beach County, or the firm must have a significant business presence as of the time the bid is due within Palm Beach County, defined as: an established place of business in Palm Beach County, from which at least 50% of its total full-time, part-time and contract employees are domiciled and regularly based in Palm Beach County, and from which a substantial role in the S/M/WBE’s performance of a Commercially Useful Function on the AUTHORITY contract is
conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

G. Commercially useful purpose: Shall constitute any work that is required to complete or achieve the contract goals and includes by way of example, but not limited to, the following:

- Bush Hog Services

The example(s) are intended to be illustrative and not exhaustive. Upon application to the Authority by the Bidder, this list may be expanded and additional items of work may apply.

Note: An Awarded BIDDER shall register as a vendor with the AUTHORITY prior to contract execution.

H. The BIDDER is strongly encouraged to contact the AUTHORITY'S Equal Business Opportunity Program Office at 561-640-4000 well in advance of the date set for receipt of Bids to allow sufficient time to receive information on the Economic Inclusion Policy and Procedures.

I. Awarded Bidder shall register and/or maintain active status in the AUTHORITY'S Vendor Registration System. To register as a vendor, visit www.swa.org/vendor.

62. 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.

63. EXAMINATION OF FACILITIES OR EQUIPMENT

A. Prior to submitting a bid, it is recommended that the Bidders visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. Bidders are also advised to examine the specifications or equipment and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made because of lack of knowledge of these conditions. To schedule a visit, please submit a request to Joe Mirto via e-mail (electronic mail) to jmirto@swa.org. Needed?

64. 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.

65. SUB-CONTRACTING

A. No Sub-Contracting is authorized
66. **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.**

67. **INVOICE INFORMATION**

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

   1. Purchase Order Number
   2. Itemized cost per bid rate(s)

   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.**

68. **RIGHT TO TERMINATE**

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

69. **CODES AND REGULATIONS**

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

70. **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.

71. **CHARACTER OF WORKMEN AND EQUIPMENT**

   A. All equipment and workmen provided by the Contractor for the work specified herein, shall be the best available for the kind of work being performed. Any person employed by the Contractor whom the AUTHORITY may deem temporarily or permanently incompetent or unfit to perform work, shall under written instruction of the AUTHORITY be removed from the job, and such person shall not be employed on the work.

   B. Failure by the Contractor to provide adequate equipment may result in annulment of this contract as herein provided.

72. **PURCHASING AGENT**

   A. 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.
73. **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.

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

75. **NO GUARANTEE OF AMOUNT OF WORK**
   
   A. The BIDDER(s) should fully understand that the AUTHORITY does not, hereunder, contract to do any specific amount of work during the contract period.

76. **INDEMNIFICATION**
   
   A. Contractor agrees to protect, defend, indemnify, and hold harmless the AUTHORITY, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the AUTHORITY, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any acts or omissions of the Contractor, its employees, or agents, arising out of or connected with this Agreement. The Contractor shall not be required to indemnify the AUTHORITY or its agents, employees, or representatives, when an occurrence results solely from the wrongful acts or omissions of the AUTHORITY, or its agents, employees or representatives.

77. **INSURANCE REQUIRED**
   
   A. The BIDDER shall not commence work on any AUTHORITY property until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

   B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The BIDDER shall furnish certificates of insurance to the AUTHORITY’s Risk Management Section prior to the commencement of services. The certificates shall clearly indicate that the BIDDER has obtained insurance of the type, amount, and classification as required for strict compliance with insurance requirements as stated herein, and that no change or cancellation of the insurance shall be effective without sixty (60) days prior written notice to the AUTHORITY. Non-compliance with the foregoing requirements shall not relieve the vendor of their liability and obligations under this contract.

   C. The BIDDER shall maintain comprehensive general liability insurance in the amount of $500,000.00 per occurrence.

   D. The BIDDER shall maintain pollution liability insurance in the amount of $500,000.00

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

   - Bodily Injury and/or Property Damage $ 500,000 each occurrence/aggregate
   - Combined Single Limit $ 500,000 each occurrence/aggregate

   F. These limits are to protect the BIDDER and the AUTHORITY from claims for damage, which may arise from general operations or from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the vendor or by anyone directly or indirectly employed by the vendor.
G. The BIDDER shall maintain Workers Compensation insurance as per statutory requirements and Employers Liability limits no less than $500,000 per occurrence.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
TECHNICAL SPECIFICATIONS

Bush Hog Services
SWA Bid No. 19-16/AL

1. GENERAL

A. The purpose and intent of this Invitation to Bid (ITB) is to secure firm fixed prices for BUSH HOG SERVICES as specified herein for the Solid Waste Authority (AUTHORITY).

B. The Contractor shall provide competent personnel, vehicles, and equipment to provide the required Bush Hog services. All work shall be done in a thorough and workmanlike manner to the satisfaction of the AUTHORITY.

2. PERFORMANCE

A. It is the intent of these performance specifications to describe complete Bush Hog services for the Authority locations listed herein. Any services or tasks that have been omitted from these performance specifications which are clearly necessary for the complete maintenance of the grounds shall be considered a requirement although not directly described in this specification.

B. The AUTHORITY requires an experienced Contractor to provide the labor, material, and necessary Bush Hog equipment required to perform Bush Hog services at its locations listed herein.

C. The Contractor shall provide vehicles, equipment, and tools that are in good working condition as well as provide all maintenance. A comprehensive list of Bidder owned vehicles, equipment, and tools shall be as provided in their bid response.

D. The Contractor shall provide each employee assigned to this work with proper identification that contains both the names of the Contractor and the employee. The Contractor's employees shall wear similar uniforms displaying the company name and shall include shirts, pants, shoes, and appropriate safety clothing as dictated by the work to be performed.

E. The Authority shall have the right to require the dismissal from the premises any employee(s) whose conduct is improper, inappropriate, or offensive as determined by the Authority. Any employee so dismissed from working on this contract shall not be allowed to return to the premises without the written consent of the Authority.

F. The Contractor shall comply with all Authority safety regulations as well as all applicable regulations of other authorities having jurisdiction, namely the Federal Occupational Safety and Health Administration (OSHA).

G. The Contractor shall provide and maintain suitable barricades, warning signs, lights, signals, and flags when necessary for adequate protection of the public.

H. All work shall be performed in a manner to provide the least possible obstruction to traffic, minimum inconvenience to the public, the AUTHORITY, occupiers, or the property.

I. The Contractor shall always maintain a neat and orderly job site.

J. The Contractor shall be required to sign-in for each service with AUTHORITY staff utilizing the Safety Check/Time Sheet. (Attachment 2)

Bidder (Company) ________________________________ Signature ________________________________

SWA 19-16/AL
3. **EQUIPMENT**

A. Due to the location, condition of terrain and scope of work it is recommended that the equipment provided by the Contractor for this service be built for Bush Hogging. This may include but not be limited to the following examples.

- Kubota M108 Air Cab Tractor
- 15 Foot Rotary Batwing Mower
- Rotary Side Arm Mower
- 60 inch cut riding mower
- Kubota SVL75 Skid Steer

4. **LOCATION AND DESCRIPTION OF WORK**

A. **Dyer Park** – 5716 Dyer Boulevard Riviera Beach, FL 33407 - Approximately 300 acres
   - Frequency – 18 times annually
   - Mow grass and vegetation (except ornamental vegetation) to a uniform height no lower than three (3) inches and no higher than five (5) inches.
   - Publically used area with heavy foot traffic at times
   - Possible hazards include – Slopes, wet areas in various locations, gas wells, bike paths, low hanging branches
   - Please see Attachment’s 3A and 3B for service areas

B. **Central County Transfer Station Mango Groves** - 1810 Lantana Road Lantana, FL 33426 - Approximately 19.5 acres
   - Frequency – 12 times annually
   - Mow grass and vegetation (except ornamental vegetation) to a uniform height no lower than three (3) inches and no higher than five (5) inches.
   - Possible hazards include – low hanging branches
   - Please see Attachment-4 for service area

C. **Lantana Landfill and 95th Street** – For location please see Attachment-5 - Approximately 8 acres
   - Frequency – 6 times annually
   - Mow grass and vegetation (except ornamental vegetation) to a uniform height no lower than three (3) inches and no higher than five (5) inches.
   - Publically used area with heavy foot traffic at times
   - Possible hazards include – cutting around water, low hanging branches, water moccasins, and wet areas in various locations
   - Please see Attachment-5 for service area

D. **Cross State Landfill** – 491 Pike Road West Palm Beach, FL 33411 - Approximately 15 acres
   - Frequency – 12 times annually
   - Mow grass and vegetation (except ornamental vegetation) to a uniform height no lower than three (3) inches and no higher than five (5) inches.
   - Possible hazards include – slopes, and a raised drain near the entrance of the landfill
   - Please see Attachment-6 for service area

E. **Belle Glade Landfill** – For location please see Attachment-1 – Approximately 15 acres
   - Frequency – 6 times annually
   - Mow grass and vegetation (except ornamental vegetation) to a uniform height no lower than three (3) inches and no higher than five (5) inches.
   - Possible hazards include – power poles, old wells, slopes and maiden cane
   - Please see Attachment-7 for service area
F. Pahokee Landfill – For location please see Attachment-1 – Approximately 13 acres
   • Frequency – 6 times annually
   • Mow grass and vegetation (except ornamental vegetation) to a uniform height no lower than three (3) inches and no higher than five (5) inches.
   • Possible hazards include – uneven surfaces, slopes, wet areas on the North West side and maiden cane
   • Please see Attachment 8 for service area

5. RESPONSE TIME FOR ALL SERVICES/SCHEDULING

   • Regular - The successful Bidder’s working hours shall be 7:00a.m. to 4:00p.m., Monday through Friday excluding AUTHORITY Holiday’s.

   • Bush Hog Services shall be performed on a regularly scheduled mutually agreed upon day.

6. SERVICE RESCHEDULING/INTERUPTIONS

A. When inclement weather is expected, the AUTHORITY shall inform the Contractor to forgo a scheduled service.

B. When advised of inclement weather, Contractor shall reschedule services as required and when mutually agreed upon by authorized AUTHORITY employee.

C. If inclement weather occurs while Contractor’s crew is performing Bush Hog services, Contractor shall return later in the same week to complete the service.

Bidder (Company) ______________________________________ Signature___________________________________________
THE UNDERSIGNED BIDDER, having familiarized himself with the specifications in the Invitation to Bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied himself of the expense and difficulties attended in the performance of a contract.

HEREBY PROPOSES AND AGREES, in this **BID NO. SWA 19-16/AL**, that the Bidder hereby accepts all terms and conditions as stated herein, and shall enter into a Contract to perform for the following price.

### LOT 1

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Annual Quantity</th>
<th>Price Per Cut</th>
<th>Annual Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Central County Transfer Station (CCTS) Mango Grove – as specified herein</td>
<td>EA</td>
<td>12</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>2</td>
<td>Lantana Landfill and 95th Street – as specified herein</td>
<td>EA</td>
<td>6</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>3</td>
<td>Cross State Landfill – as specified herein</td>
<td>EA</td>
<td>12</td>
<td>$___________</td>
<td>$___________</td>
</tr>
</tbody>
</table>

**LOT 1 TOTAL (LINE 1 THROUGH 3)** $___________

### LOT 2

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Annual Quantity</th>
<th>Price Per Cut</th>
<th>Annual Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dyer Park – as specified herein</td>
<td>EA</td>
<td>18</td>
<td>$___________</td>
<td>$___________</td>
</tr>
</tbody>
</table>

**LOT 2 TOTAL** $___________
## LOT 3

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Annual Quantity</th>
<th>Price Per Cut</th>
<th>Annual Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Belle Glade Landfill – as specified herein</td>
<td>EA</td>
<td>6</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>2</td>
<td>Pahokee Landfill – as specified herein</td>
<td>EA</td>
<td>6</td>
<td>$___________</td>
<td>$___________</td>
</tr>
</tbody>
</table>

**LOT 2 TOTAL (LINE 1 AND 2)** $___________

### Total Cost - (LOT 1 through 3 inclusive)

$___________

Is the Drug-Free Workplace Form attached? Yes___ No___

Is Qualification of Bidders information enclosed? Yes___ No___

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

**Payment Terms:** Net 30 days

<table>
<thead>
<tr>
<th>By (Signature):</th>
<th>Date:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name (Printed):</th>
<th>Title:</th>
</tr>
</thead>
</table>

| Company Name: | |
|---------------||

<table>
<thead>
<tr>
<th>Address:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contact Information:</th>
<th>FAX:</th>
<th>Office:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Cell/Mobile:</td>
<td>E-Mail:</td>
</tr>
</tbody>
</table>

**State or County License #__________________________

Bidder (Company)_________________________________Signature_________________________________
BIDDER'S QUALIFICATIONS STATEMENT

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

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

   Bidders Name:  
   Principal Address:  
   Phone Number:  
   Fax Number:  
   Email Address:  
   FEIN Number:  

2. Number of years as a Contractor in this type of work: ____________________

3. Names and titles of all officers, partners or individuals doing business under trade name:

   __________________________________________  
   __________________________________________  
   __________________________________________  

4. The business is a:  
   Sole Proprietorship ☐  
   Partnership ☐  
   Corporation ☐

5. What is the last project of this nature that you have completed?

   __________________________________________  

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

   __________________________________________

7. Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

   __________________________________________

8. List the pertinent experience to include training of the key individuals of your organization who will be providing work under this contract.(continue on insert sheet and provide documentation, if necessary).

   __________________________________________

   __________________________________________

Bid No.: 19-16/AL  

BQS-1
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:

<table>
<thead>
<tr>
<th>Bank</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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
BUSH HOG SERVICES
SWA Bid No. 19-16/AL

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

List a minimum of Three (3) references per **STC #59 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

<table>
<thead>
<tr>
<th>Name of Firm:</th>
<th>Address:</th>
</tr>
</thead>
</table>

Job Classification(s) provided:

| Cost of Service: $ | Date of Service: |

### Contact Person:

<table>
<thead>
<tr>
<th>Office Phone:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Title:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>FAX:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>E-mail:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Cell phone:</th>
</tr>
</thead>
</table>

Reference #2

<table>
<thead>
<tr>
<th>Name of Firm:</th>
<th>Address:</th>
</tr>
</thead>
</table>

Job Classification(s) provided:

| Cost of Service: $ | Date of Service: |

### Contact Person:

<table>
<thead>
<tr>
<th>Office Phone:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Title:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>FAX:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>E-mail:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Cell phone:</th>
</tr>
</thead>
</table>
### Reference #3

<table>
<thead>
<tr>
<th>Name of Firm:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Job Classification(s) provided:**

<table>
<thead>
<tr>
<th>Cost of Service:</th>
<th>$</th>
<th>Date of Service:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contact Person:**

<table>
<thead>
<tr>
<th>Office Phone:</th>
<th>Title:</th>
<th>FAX:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-mail:</th>
<th>Cell phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Reference #4

<table>
<thead>
<tr>
<th>Name of Firm:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Job Classification(s) provided:**

<table>
<thead>
<tr>
<th>Cost of Service:</th>
<th>$</th>
<th>Date of Service:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contact Person:**

<table>
<thead>
<tr>
<th>Office Phone:</th>
<th>Title:</th>
<th>FAX:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-mail:</th>
<th>Cell phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Reference #5

<table>
<thead>
<tr>
<th>Name of Firm:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Job Classification(s) provided:**

<table>
<thead>
<tr>
<th>Cost of Service:</th>
<th>$</th>
<th>Date of Service:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contact Person:**

<table>
<thead>
<tr>
<th>Office Phone:</th>
<th>Title:</th>
<th>FAX:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-mail:</th>
<th>Cell phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
DRUG-FREE WORK PLACE FORM

BUSH HOG SERVICES
SWA Bid No. 19-16/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 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

BUSH HOG SERVICES
SWA Bid No. 19-16/AL

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) ____________________________________________________________

SMALL BUSINESS ENTERPRISE
(For internal information purposes only. Not a factor in award of this contract except in the event of a tie bid as prescribed in the Authority’s Purchasing Manual, Section 7.1, Tie Bid Preference)

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

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

** THE FOLLOWING INFORMATION IS FOR TRACKING PURPOSES ONLY

Are you currently certified as a minority or woman (M/WBE) vendor with a government entity?  Yes  No

With what agency(s)? (Attach copy of certification certificate(s) with your response with this bid/quotation.)
1. 
2. 
3. 

Comments: ________________________________________________________________

______________________________

SWA Bid 19-16/AL  SAV-1
This information will be used in the evaluation of this bid.

Per **STC #59 QUALIFICATION OF BIDDERS** list the equipment your company owns that could be used for fuel system repair and maintenance 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:** ________________________________
ADDENDA ACKNOWLEDGMENT FORM

TITLE: BUSH HOG SERVICES
SWA Bid No. 19-16/AL

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

<table>
<thead>
<tr>
<th>ADDENDUM NO.</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ 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: __________________________

ACK-1
“NO BID” RESPONSE SUBMITTAL FORM

BUSH HOG SERVICES
SWA Bid No. 19-16/AL

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.**
Solid Waste Authority of Palm Beach County
Small Business Enterprise Commitment Form

Solicitation Name: Bush Hog Services
Respondent Name: 

Please acknowledge the statements below by initializing each box:

☐ In responding to this solicitation, I hereby affirm my firm's status as a Certified Small Business Enterprise (SBE) as defined by the Solid Waste Authority of Palm Beach County (The AUTHORITY) Economic Inclusion Policy and Procedures, and in the Equal Business Opportunity Program section of this ITB.

☐ I understand that as the Small Business Enterprise (SBE) Prime Contractor, I am expected to provide complete Bush Hog Services for the AUTHORITY.

☐ I understand that to meet the AUTHORITY'S SBE requirement, I must be certified as an eligible SBE, have a significant business presence in the Palm Beach County Area, and perform a commercially useful function in accordance with the Economic Inclusion Policy and Procedures.

☐ I understand that the failure to include a completed, signed copy of this Commitment Form to acknowledge the SBE requirements for this solicitation will render this response NON-RESPONSIVE.

☐ I understand that the failure of the SBE firm to perform One Hundred Percent (100%) of the Scope of Work as specified shall be a material breach and subject to penalties and/or sanctions available under the terms of this Agreement for violations of the Economic Inclusion Policy, or under any other law.

Bidders Authorized Agent

Name: 

Sign and Date: 

CERTIFICATION PURSUANT TO FLORIDA STATUTE §215.4725

BID TITLE: BUSH HOG SERVICES

BID NO.: 19-16/AL

I, ____________________________________, on behalf of __________________________________________,
   Print Name      Name of Business
certifies that ________________________________________________ does not:

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
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. TEC-1 of 3 through TEC-3 of 3, Signed.

☐ 5. BQS 1-3, Bidder Qualification Form

☐ 5. REF 1-2, References: Submit three references with the Bid.

☐ 6. DFW-1, Drug Free Work Place Form: Sign the Drug Free Work Place Form.

☐ 7. EMG-1, Conditions for Emergency / Hurricane or Disaster

☐ 8. SAV-1, Cost Savings / Small Business Enterprise

☐ 9. ACK-1, Addenda Acknowledgement

☐ 10. Small Business Enterprise Commitment Form

☐ 11. SCC-1, Scrutinized List Certification

☐ 12. SBE Commitment Form

☐ 13. 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.

☐ 14. IF “NO BID” is offered, please complete the “No Bid” Response Submittal Form (No Bid-1) and the Invitation to bid Bidder Acknowledgement page and return these items to the Purchasing Department. Please do not return the entire package.
ATTACHMENT-1

Pahokee Landfill
26° 50' 05" N
80° 38' 25" W

Belle Glade Landfill
26° 41' 49" N
80° 41' 30" W

Lantana Landfill
26° 35' 30" N
80° 11' 49" W
**Solid Waste Authority**

**Safety Check/Time Sheet**
One for Each Employee

<table>
<thead>
<tr>
<th>Date</th>
<th>Employee Name</th>
<th>Task</th>
<th>IN (AM/PM)</th>
<th>SWA Initial</th>
<th>Out (AM/PM)</th>
<th>Hours</th>
<th>SWA Authorized Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tuesday</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wednesday</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thursday</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Friday</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saturday</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sunday</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FAILURE TO HAVE THIS LOG SIGNED BY AUTHORIZED SWA STAFF SHALL FORFEIT PAYMENT. A COPY OF THIS LOG SHALL ACCOMPANY PAYMENT INVOICE.
THE SOLID WASTE AUTHORITY AND PALM BEACH COUNTY MAKES NO WARRANTY, REPRESENTATION OR GUARANTY AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATA PROVIDED HEREIN. THE READER SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE SOLID WASTE AUTHORITY EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOLID WASTE AUTHORITY AND PALM BEACH COUNTY SHALL ASSUME NO LIABILITY FOR:

1. ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED; OR
2. ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY ANY PERSON IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER.

Dyer Park

Class III Landfill

Class III Expansion

Class I Landfill
THE SOLID WASTE AUTHORITY AND PALM BEACH COUNTY MAKES NO WARRANTY, REPRESENTATION OR GUARANTY AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATA PROVIDED HEREIN. THE READER SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE SOLID WASTE AUTHORITY EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOLID WASTE AUTHORITY AND PALM BEACH COUNTY SHALL ASSUME NO LIABILITY FOR:

1. ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED; OR
2. ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY ANY PERSON IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER.
THE SOLID WASTE AUTHORITY AND PALM BEACH COUNTY MAKES NO WARRANTY, REPRESENTATION OR GUARANTY AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATA PROVIDED HEREIN. THE READER SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE SOLID WASTE AUTHORITY EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOLID WASTE AUTHORITY AND PALM BEACH COUNTY SHALL ASSUME NO LIABILITY FOR:

1. ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED; OR
2. ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY ANY PERSON IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER.
THE SOLID WASTE AUTHORITY AND PALM BEACH COUNTY MAKES NO WARRANTY, REPRESENTATION OR GUARANTY AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATA PROVIDED HEREIN. THE READER SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE SOLID WASTE AUTHORITY EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOLID WASTE AUTHORITY AND PALM BEACH COUNTY SHALL ASSUME NO LIABILITY FOR:
1. ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED; OR
2. ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY ANY PERSON IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER.