



*"The Capital City of the Palm Beaches"*

**Procurement Division**  
401 Clematis Street, 5<sup>th</sup> Floor  
West Palm Beach, FL 33401  
Phone: (561) 822-2100  
Fax: (561) 822-1564

**Invitation to Bid No. 12-13-109**

**Annual Contract for Medical Waste Pickup and Disposal Services**

The City of West Palm Beach is accepting bids from responsible and qualified firms to provide a complete biohazardous waste disposal service and supplies (including containerization, pick up, transport and ultimate disposal) of needle containers, infectious and other medical (red bag) waste generated by various City facilities.

Quotation documents can be acquired electronically and free of charge by logging onto the City's website at:

<http://wpb.org/procurement/procurement-division/bids-solicitations/>

Time is of the essence and any bid received after **March 6, 2013 at 3:00p.m.**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Procurement Division. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Offerors are responsible for insuring that their bid is stamped by Procurement office personnel by the deadline indicated.

Firms shall submit one (1) original, one (1) copy and an electronic version of the quotation response in a sealed envelope, marked in the lower left-hand corner with the company's name, ITB number, title, due date and time.

Responses shall be submitted to:

City of West Palm Beach  
Procurement Division  
401 Clematis Street, 5<sup>th</sup> Floor  
West Palm Beach, FL 33401

**ENVELOPES CONTAINING QUALIFICATIONS MUST BE IDENTIFIED AS ITB 12-13-109.**  
**Responses are due at 3:00 p.m. on Wednesday, March 6, 2013.** Late responses will not be accepted.

Althea Pemsel, MA, C.P.M.  
Procurement Official

Issue Date: February 14, 2013



## **SECTION 1 – SCOPE OF WORK**

The City of West Palm Beach (City) desires to obtain firm, fixed pricing and establish a three (3) years term contract with option to renew of two (2) additional one year term for a complete biohazardous waste pick up and disposal services and supplies. The scope of services includes containerization, pickup, transport and ultimate disposal of needle containers, infectious and other medical (red bag) waste generated by the various City Agencies. The geographic area of coverage is all of the West Palm Beach municipal area.

Disposal, transport and handling of waste from the various generation sites to ultimate disposal must meet State of Florida HRS, DER, DOT and all other applicable codes and regulation (latest edition). Bidders submitting a response must guarantee complete compliance with all legal requirements for a biomedical waste disposal company, including but not limited to, maintaining all necessary permits and licenses during the entire term of the contract.

### **1. SCOPE OF SERVICES**

The service shall include at a minimum:

1. Pickup at each fire station and additional locations that are placed in service during the term of this contract (Attachment No. 1).
2. All locations shall be picked up in accordance with the attached schedule (Attachment No.1) of services unless determined by the appropriate City personnel that a different schedule is required and to be picked up even if no personnel are on site. City Center Security Station will be picked up on an as needed basis. (See Photo No. 1)
3. Proper and adequate provisions for the containerization of needles, and red bags waste generated at each location.
4. A receipt and certificate of destruction upon pickup for each load must be provided to the related Chief of Emergency Medical Services of Fire Department and City's Safety Manager if necessary.
5. In the event of a large scale incident which may produce excessive amounts of biohazard waste, the successful bidder shall provide a Twenty-four (24) hour emergency contact number and provide sufficient resources to assist the City in the removal of the biohazardous waste.
6. Unscheduled pick up requests by a City agency for biohazardous waste shall be picked up within three (3) business days.

### **2. SUPPLIES**

All supplies list below shall be included in the price:

1. Each fire station shall have 55 lbs. (or equal) biohazardous cardboard box and red bag with up to fifty-two (52) allowable cardboard boxes and bags per year. (See Photo No. 2).
2. Each fire station shall have a plastic lid cover for 55 lbs. (or equal) biohazardous cardboard box. The lid cover must have a rotating or self-closing opening to dispose of biohazardous waste into the container. They need not be disposable and shall be replaced, as needed, at no charge to the City. (See Photo No. 3)
3. The awarded bidder shall provide a one-to-one replacement program for 55 lbs (or equal) cardboard boxes and red bag to each fire station. If one full box is removed from the site, then one empty box has to be replaced.
4. Each fire station shall have a plastic or metal dolly with four (4) wheels which will support and provide mobility of 55 lbs. (or equal) biohazardous cardboard box. (See Photo No. 4).
5. Provide all necessary red bag, biohazardous labels, packaging tape, and waste insignias as part of this bid at no charge to the City.

6. Delivery and installation of an outside a “red”, bio-hazardous lockable dumpster approximately 30”(tall)x60”(wide)x20”(deep) with a 61-62” top to each location to replace existing dumpsters if necessary. (See Photo No. 5) Coordination with the previous vendor for the removal of the current dumpsters will be required if necessary for each fire station.

**Photo No. 1** - City Center Security Station – Pick up on an as needed basis



**Photo No. 2 - 55 lbs. Biohazardous Waste Cardboard Box with Red Bag**



Photo No. 3 - 55 lbs. Biohazardous Waste Cardboard Box with Lid Cover



Photo No. 4 - A Plastic/Metal Dolly with Four (4) Wheels



**Photo No. 5 - Bio-Hazardous Lockable Dumpster**



## SECTION 2 - TERMS & CONDITIONS

### 1. SUBMITTAL INFORMATION

The original and one (1) copy and an electronic version of your bid shall be submitted to the Procurement Division prior to the due date and time specified. It is the responsibility of the bidder to insure that all required information is included in the bid submittal package. All bids must be submitted on the forms provided herein. The bid should be submitted on the contractor's letterhead or quotation forms will not be accepted.

All bids must be typed or legibly written in ink, and must be signed in ink by an employee having authority to bind the company. **Signatures Are Required Where Indicated; Failure To Do So Shall Be Cause For Rejection Of The Bid.**

Bidders will not be allowed to modify their bids after the opening time and date. Bid files may be examined thirty (30) days after the bid opening or if an award has been made prior to that time, during normal working hours and by appointment only.

Bids are due on **Wednesday, March 6, 2013 at 3:00 PM.** Any bid received after the due date and time specified will be returned unopened. The time of receipt shall be determined by the time clock located in the Procurement Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, due date and time.

All bids must be submitted to:

**City of West Palm Beach, Procurement Division  
401 Clematis Street, 5<sup>th</sup> Floor  
West Palm Beach, FL 33401**

### 2. FEDERAL AND STATE TAX

The City of West Palm Beach is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with the City of West Palm Beach shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's tax Exemption Number in securing such materials.

### 3. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

A. Vendors doing business with the City are prohibited from discriminating against any employee, applicant, for employment, or client because of race, creed, color, ancestry, religion, national origin, sex, sexual orientation or age with regard to, but limited to, the following: Employment practices, rates of pay or other compensation methods, and training selection.

B. The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the City of West Palm Beach for any terms and conditions not specifically stated in the Invitation for Bid.



C. The obligations of the City of West Palm Beach under this award are subject to the availability of funds lawfully appropriated for its purpose.

D. This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence will be the purchase order or price agreement release, bid document (original Terms and Conditions), and response. Any and all legal action necessary to enforce the award will be held in the City of West Palm Beach and the contractual obligations will be interpreted according to the laws of Florida.

#### **4. ERRORS/ERASURES/CORRECTIONS**

A. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

B. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

C. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

D. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

#### **5. BID PRICES**

All prices shall remain valid for ninety (90) days after the date of bid closing or other time stated in the Special Terms.

Prices must be stated in the units specified on the Schedule of Bid Items (Form B1). Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid.

#### **6. BID PREPARATION COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this invitation to bid.

#### **7. BIDDERS RESPONSIBILITY**

Each bidder is required, before submitting their proposal, to carefully examine the invitation to bid specification and to completely familiarize themselves with all the terms and conditions that are contained within this bid. Ignorance on the part of the bidder will in no way relieve them of any of the obligation will be interpreted according to the laws of Florida.

## **8. CERTIFICATION AND LICENSES**

Bidder must include with his bid package a copy of all applicable Certificates of Competency issued by the State of Florida or the County Construction Industry Licensing Board and a current Occupational License in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have an occupational license from the City will be required to obtain a Certificate of Registration from the City of West Palm Beach prior to contract execution.

## **9. NO LOBBYING**

Bidder and its representatives are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, evaluation committee, or any other person authorized on behalf of the City related or involved with this Invitation to Bid. Bidder's representatives shall include, but not be limited to, the Bidder's employee, partner, officer, director, consultant, lobbyist, attorney or any actual or potential subcontractor or consultant of the Bidder. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the Bidder.

The "No Lobbying" condition is in effect from the date of publication of the ITB and shall terminate at the time the City approves execution or executes the contract, rejects all bids or otherwise takes action which ends the solicitation process.

## **10. 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 City of West Palm Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its affiliates.

## **11. ETHICS REQUIREMENTS**

No Bidder may employ, directly or indirectly, the mayor, any member of the city commission or any director or department head of the City. The City Code prohibits any employee, or member of their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected city employee may seek a conflict of interest opinion from the city ethics officer prior to the submittal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

## **12. EEO STATEMENT**

Equal Opportunity: The City of West Palm Beach believes in equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination, and is committed to nondiscrimination because of race, creed, color, sex, age, or national origin.

## **13. NON-COLLUSION**

Bidder certifies that their bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to or after delivery of material or provision of service. Any such violation may result in award cancellation, return of materials, discontinuation of services, removal from vendor list(s), and/or disbarment or suspension from doing business with the City of West Palm Beach.

#### **14. INVOICE & PAYMENT DOCUMENTATION**

The City will make payment after services have been performed and commodities received, accepted and properly invoiced. Payment shall be made in accordance with Florida Statutes 218, Florida Prompt Payment Act. The City requires each pick up and disposal to be accompanied by monthly invoice, in duplicate. The invoice shall contain at a minimum the City's purchase order number, service description, pick up location, pick up date, quantity of cardboard boxes and price.

Invoices shall be submitted to City of West Palm Beach, Accounts Payable, PO Box 3366, West Palm Beach, FL 33402.

#### **15. FLORIDA PROMPT PAYMENT ACT**

**A. Proper Invoice:** For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

- 1) A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them); the amount due, applicable discount(s), and the terms thereof;
- 2) The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- 3) The Purchase Order or Contract number as supplied by the City; and identification by Bureau, Office or Department of the party(ies) to whom the goods were delivered or services provided.
- 4) All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of West Palm Beach, 401 Clematis Street, P.O. Box 3366, West Palm Beach, Florida, 33402.
- 5) Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

**B. Dispute Resolution:** In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Bureau which has the dispute along with a representative of the City's Purchasing and Materials Management Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Official shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

## 16. SMALL BUSINESS PROGRAM

The City, in an effort to encourage small business participation in the City's procurement process, has established a Small Business Program ("SB"). The program is set forth in Chapter 66 of the City's Code of Ordinances and is incorporated hereto by reference. However, proposers are encouraged to read it in its entirety. Please note that, **regardless of whether a goal is established or not, the City encourages small business participation in all of its procurements.**

In accordance with the SB Ordinance, the SB Program has adopted procedures requiring the completion of forms to insure compliance with the Small Business Ordinance. These forms are required to be submitted, as appropriate, with each proposal and/or during the course of the contract. The minimum amount of participation is **15%** of the total contract value.

Bidders/Proposers are encouraged to reference the Small Business Program's website at <http://www.wpb.org/procurement/index.php> for a directory of all currently certified small businesses. The directory is intended to assist Bidders/Contractors with meeting small business participation goals on City projects by connecting them with potential subcontractors for quotes, bids and RFP's.

In accordance with the SB Ordinance, the SB Program has adopted procedures requiring the completion of forms to insure compliance with the Small Business Ordinance. These forms are required to be submitted, as appropriate, with each proposal and/or during the course of the contract.

The following Small Business forms should be submitted with the Bid:

- *SCHEDULE OF SUBCONTRACTORS*  
List **all** subcontractor and indicate there contract amount. All Subcontractors that are SBEs must be identified to count towards Small Business Participation on this project to meet Small Business Requirement. This form is due with your bid/proposal to the City. **Only City of West Palm Beach and Palm Beach County Certified** SBEs can be used to meet the Small Business Goal on this project.
- *LETTER OF INTENT (FORM SB 01)*  
Letter of Intent form must be completed for each Small Business subcontractor that is certified by the City or Palm Beach County Office of Small Business Assistance. This form must be submitted with your bid/proposal to the City. This form will be executed and made a part of the contract.
- *GOOD FAITH EFFORT (FORM SB 02)*  
This form is only to be completed when the goal cannot be met. This from must be completed with supporting documentation and included with your bid submittal to the City. Form SB 02 may be obtained by downloading from the Procurement Division website at <http://www.wpb.org/procurement/forms.php>. If you have any questions, please contact Tiffany Neilly-McCray at 561-822-2100 or via e-mail at [tmccray@wpb.org](mailto:tmccray@wpb.org).

## 17. PUBLIC ENTITY CRIMES

Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City of West Palm Beach for 36 months following the date of being placed on the convicted vendor list.

## **18. INQUIRIES AND ADDENDA**

Except as provided in this section, Bidders or others representing a Bidder are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, Evaluation Committee, or any other person authorized on behalf of the City related or involved with this ITB.

Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue other than Small Businesses, must be directed in writing, by US mail, fax or email to:

Josephine Grosch, Senior. Purchasing Agent,  
City of West Palm Beach Procurement Division  
401 Clematis Street, 5<sup>th</sup> Floor  
West Palm Beach, FL 33401  
Fax: (561) 822-1564  
E-mail: jgrosch@wpb.org

*All questions or inquiries must be received no later than ten (10) calendar days prior to the Bid closing date.*

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid.

No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of the Invitation to Bid will be made for any bidder, except by written addendum.

## **19. ACCEPTANCE; REJECTION; CANCELLATION**

In accordance with the City's procurement code, this Invitation to Bid may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City of West Palm Beach also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation to Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation to Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of the Invitation to Bid; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

## **20. SELECTION OF BIDDER WITH WHOM TO CONTRACT**

Pursuant to the City's Procurement Code, the selection of a bidder with whom to contract shall be based on the "best value" to the City using the following criteria:

- Skill and experience,
- Capacity to perform in terms of facilities, personnel and financial viability,
- Past performance,
- Amount of the bid in relation to the needed goods, services, or construction,
- Adherence to the specifications and requirements
- Content of the bid.

## **21. POSTING OF AWARD TABULATIONS**

The selected bidder will be notified in writing of the City's intent to award a contract. Recommended awards will be available for review by interested parties at the Office of the Procurement Official.

## **22. CONTRACT**

City and Bidder will be contractually bound only if and when a written contract between the parties is executed. In the event a contract is not executed with the selected bidder, the City reserves the right to select the next "best value" Bidder based on the bid tabulation and to contract with said bidder.

## **23. COSTS**

All costs incurred by any party in responding to this Invitation to Bid are the sole responsibility of the Bidder.

## **24. PROTEST PROCEDURE**

Protest procedures are provided in Section 66-151 of the City Code of Ordinances. A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official within seven (7) calendar days of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest. The protest is considered filed when it is received by the Procurement Official. Failure to file protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest.

## **25. LAWS TO BE OBSERVED**

In the prosecution 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 direct or indirect employees. He/she shall take reasonable care at all times to insure that proper protection of personnel involved is provided.

## **26. CODES AND REGULATIONS**

The contractor must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal Safety regulations for grounding of electrical equipment and for lockout/tagout/processes.

Bidder certifies that all material, equipment, processes, etc., contained in this bid meets all OSHA, ANSI, NFPA and all other Federal and State requirements. Bidder further certifies that, if he is the successful bidder, and the material, equipment, etc., delivered and/or inspected is found to be deficient in any of the aforementioned requirements in effect on date of delivery, all cost necessary to bring the material, equipment, processes, etc., into compliance shall be borne by the Bidder.

## **27. INDEMNIFICATION**

Consultant agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with Consultant's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Consultant in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Consultant's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Consultant. This indemnification includes, but is not limited to, the performance of this Agreement by Consultant or any act or omission of Consultant, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Consultant agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under this indemnification provision. To the extent considered necessary by the City, any sums due Consultant under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Consultant to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

## **28. INDEPENDENT CONTRACTOR RELATIONSHIP**

The successful bidder(s) is and shall be, in the performance of all work, services and activities under the contract, and independent contractor and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to the contract shall at all times, and in all places, be subject to the bidder's sole direction, supervision and control.

## **29. PROCUREMENT OFFICIAL AS REFEREE**

The Procurement Official is hereby designated as the direct representative of the City and shall settle all disputes or questions of doubt that may arise as to the meaning of any clause in these specifications, or methods of prosecution of the contract, and the decision shall be final and conclusive.

## **30. CITY IS DOCUMENT GATEKEEPER**

This ITB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Division. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City's) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of West Palm Beach.

### **SECTION 3 - Special Terms and Conditions**

#### **1. TERM**

The term of the contract shall be for a three-year (3) period with the option-to-renew for two (2) additional one-year (1) periods.

#### **2. OPTION-TO-RENEW**

The Option-to-Renew will only be exercised upon mutual consent between the City and the Contractor. Any renewal will be subject to the appropriation of funds by the City. Unit prices for the Option-to-renewal period may be negotiated with the Procurement Official and may be adjusted according to the Consumer Price Index (CPI). Any request for a price adjustment for the option-to-renewal period must be submitted in writing sixty (60) days prior to the contract expiration date.

#### **3. AWARD**

Award will be made on an “all-or-none total offer” basis. The City may elect to contract with one or more Contractors, if beneficial to the City. All decisions of the City are final.

#### **4. CERTIFICATION AND LICENSES**

Bidder must include with the bid package, a copy of all applicable Licenses /Certification issued by the State of Florida and a current Occupational License from the County in which the Bidder’s principal place of business is located. If awarded the contract, any Bidder who is not required to have an occupational license from the City will be required to obtain a Certificate of Registration from the City of West Palm Beach prior to contract execution.





**SCHEDULE OF BID ITEMS**

**ITB # 12-13-109 Annual Contract for Medical Waste Pickup and Disposal Services**

All prices below shall include all supplies listed under Scope of Work:

Item	Description	Each Pickup Fee	Pickup Time/year	Annual Total Pickup Fee
1.	Fire Station No. 1 \$	_____ x	26 =	\$ _____
2.	Fire Station No. 2 \$	_____ x	26 =	\$ _____
3.	Fire Station No. 3 \$	_____ x	26 =	\$ _____
4.	Fire Station No. 4 \$	_____ x	26 =	\$ _____
5.	Fire Station No. 5 \$	_____ x	38 =	\$ _____
6.	Fire Station No. 6 \$	_____ x	26 =	\$ _____
7.	Fire Station No. 7 \$	_____ x	26 =	\$ _____
8.	Fire Station No. 8 \$	_____ x	13 =	\$ _____

**Annual Total for All Fire Stations \$ \_\_\_\_\_**

9. Unscheduled Pickup (outside of the scheduled frequency) \$ \_\_\_\_\_ each pickup

10. Allowable cardboard boxes per year for each fire station \_\_\_\_\_ boxes

11. Additional cardboard boxes (outside of allowable amount) \$ \_\_\_\_\_ each

12. City Center Security Station (on an as needed basis) \$ \_\_\_\_\_ each pickup

**NOTE:**

All prices shall include all supplies listed under Scope of Work, fuel charge and any other fee may relate to the Section 1 - Scope of Work.

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Failure to fully complete and sign this Bid Form shall result in rejection of the Bid.**





**AFFIDAVIT OF PRIME BIDDER**

**Re Non-collusion and Public Entity Crime**

State of \_\_\_\_\_ }

County of \_\_\_\_\_ }

\_\_\_\_\_, being first duly sworn, disposes and says that:  
(Name)

1. I am the \_\_\_\_\_ of \_\_\_\_\_ the  
(Title) (Company Name)

Bidder that has submitted the attached bid;

2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of West Palm Beach or any person interested in the proposed Contract; and

5. The following Officer, director or agent of Bidder is also an employee of the City of West Palm Beach:

\_\_\_\_\_ (if none, write "None").

6. The following employees of the City of West Palm Beach own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries:

\_\_\_\_\_ (if none, write "None").

7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to

any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) \_\_\_\_\_

(Print Name) \_\_\_\_\_

(Title) \_\_\_\_\_

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this \_\_\_\_\_ (Date)

by: \_\_\_\_\_

\_\_\_\_\_ who is personally known to me or

\_\_\_\_\_ who has produced \_\_\_\_\_ as identification

and who did/(did not) take an oath.

\_\_\_\_\_  
Notary Public (print & sign name)

Commission No. \_\_\_\_\_



## City of West Palm Beach

### DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, 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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' 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 this 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 1893, or of any controlled substance law of the United States, 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.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



**Procurement Division/Small Business Program**

PO Box 3366  
 West Palm Beach, FL 33402  
 Tel. (561) 822-2100  
 Fax (561) 822-1564  
 Website: [www.wpb.org/sbiz](http://www.wpb.org/sbiz)

**Statement of Small Business Participation**

**Instructions:**

List all Small Businesses that will participate on this project/contract. **Only City certified small businesses and Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal** established for this project/contract. **Submit this form with your bid/proposal.**

**1 SECTION I. General Information**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title \_\_\_\_\_

ITB Title: \_\_\_\_\_ Project Number: N/A

ITB Number: \_\_\_\_\_ SB Goal (if established): 15%

Total Base Project/Contract Amount: \$ \_\_\_\_\_

**SECTION II. Small Business Participation**

The firm(s) listed below have agreed to participate in this project or contract.

Subcontractor Name	Item Description or Work/Service to be performed	Dollar Value	Percent of Dollar Value/Base Bid	Percent of Dollar Value Total Bid
1. _____	_____	\$ _____	_____ %	_____ %
2. _____	_____	\$ _____	_____ %	_____ %
3. _____	_____	\$ _____	_____ %	_____ %
4. _____	_____	\$ _____	_____ %	_____ %
5. _____	_____	\$ _____	_____ %	_____ %
6. _____	_____	\$ _____	_____ %	_____ %
<b>TOTAL</b>		\$ _____	_____ %	_____ %

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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**Subcontractors Listing**

**Company Name:** \_\_\_\_\_ **Phone No:** \_\_\_\_\_

**ITB Title:** \_\_\_\_\_ **ITB No:** \_\_\_\_\_

**NOTE:** List **all subcontractors** you invited to bid on this project, whether they were selected or not, including those identified on the Schedule of Subcontractors. **Submit this form with your bid.** Use additional sheets if necessary.

Company Name	Work To Be Performed	Contact Person	Telephone Number
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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**Letter of Intent**

**Instructions:**

The Bidder/Proposer will complete Section I. The Small Business subcontractor will complete Sections II and III. It is the responsibility of the bidder/Proposer to verify that the undersigned is a City Certified Small Business. **Only City of West Palm Beach or Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal** established for this project/contract. This completed form will be required before contract award. **Note!** This form needs to be completed for each certified Small Business selected.

**SECTION I. General Information**

Company Name: \_\_\_\_\_

ITB Title: \_\_\_\_\_

ITB Number: \_\_\_\_\_

**SECTION II. Small Business Participation**

The undersigned intends to perform the following work pertaining to the above project:

Item No.	1.2 Item Description or Work to be Performed	Contract Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

**SECTION III. Information on the Small Business**

Small Business Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_





City of West Palm Beach

**GOOD FAITH EFFORT REPORT**

**Instructions:**

Please complete this form if your firm is unable to meet the Small Business Requirement.

**Enclose original copy along with the required documentation with your Bid/Proposal.**

Bidder's Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No: \_\_\_\_\_

Bid Title: \_\_\_\_\_

Bid Number: \_\_\_\_\_

In accordance with the Small Business Ordinance, contractors submitting bids or proposals to provide goods, services and construction to the City of West Palm Beach shall attempt to comply with the small business participation goal. In the event the goal is not achieved, the contractor must include with their bid/proposal evidence of good faith effort to achieve the goal. The City of West Palm Beach shall consider the following in determining good faith effort:

- 1. Attendance at the pre-bid conference, if held:  Yes  No
- 2. Was a list of Certified Small Businesses obtained from the City and/or Palm Beach County Office of Small Business (PBC-OSBA) website?  Yes  No

If no, please provide the reason:

\_\_\_\_\_  
\_\_\_\_\_

**3. How did you contact the Certified Small Businesses? (Attach the documentation)**

- Telephone
- Email
- Fax
- Other: \_\_\_\_\_

**4. How much time did you give Small Business to respond to your request for quotes?**

**5. List the types of work you attempted to subcontract:**

\_\_\_\_\_  
\_\_\_\_\_

- 6. Did you provide assistance or information to the Certified Small Businesses on how to access/review project plans, specifications, the ITP or RFP?  Yes  No If yes, please explain what assistance or information was provided.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. List any Certified Small Businesses that submitted a quote for any type of work related to this project. If applicable, please explain why they will not be used on this project. (Use additional sheets if necessary)

Name of Company	Type of Work	Reason for Rejection
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. Please explain if bonding or insurance was an issue in rejecting a quote from a Certified Small Business.

\_\_\_\_\_

\_\_\_\_\_

9. Have you as a contractor utilized Certified Small Business subcontractors on other (Public and Private Sector) contracts within the last six months?  Yes  No  
Please provide any documentation that can support your answer.

For Informational Use Only:

Did you use the services of small business associations (community organizations, contractor’s business groups), local, state and federal small business assistance offices; or other organizations that provide assistance in the recruitment and placement of small businesses?  Yes  No

If yes, please explain which organizations and provide written documentation.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned person hereby declares that the statements contained in this **Good Faith Effort Report** and all attachments which have been provided are true, accurate and complete, and include all material information necessary to support a finding of a good faith effort to achieve the Small Business Goal. The undersigned gives permission to any person and/or organization contacted by the City for the purpose of verifying the information contained in this **Good Faith Effort Report** to provide such information either orally or in writing.

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## ITB 12-13-109

Annual Contract for Medical Waste Pickup and Disposal Services

### REGISTRATION FORM

Proposers shall complete and return this form to the Procurement Official prior **5:00 p.m. EST February 19, 2013, in order to receive any addenda(s) issued for this bid.**

It is the responsibility of the Proposer to ensure its receipt of all addenda.

Name of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Preferred Method of Receipt:     Fax             E-Mail

Attachment No. 1

Location	Address	Phone	Schedule of Services	Number of Outside Containers
Fire Station No. 1	500 North Dixie Highway West Palm Beach, FL 33401	561-804-4723	Every Two (2) Weeks Max pickups 26 times/ year	1
Fire Station No. 2	4301 South Dixie Highway West Palm Beach, FL 33405	561-804-4820	Every Two (2) Weeks Max pickups 26 times/ year	1
Fire Station No. 3	5050 Broadway West Palm Beach, FL 33407	561-804-4830	Every Two (2) Weeks Max pickups 26 times/ year	1
Fire Station No. 4	1718 Parker Avenue West Palm Beach, FL 33401	561-804-4840	Every Two (2) Weeks Max pickups 26 times/ year	1
Fire Station No. 5	700 North Congress Avenue West Palm Beach, FL 33401	561-804-4850	Every Ten (10) days Max pickups 38 time/year	1
Fire Station No. 6	3033 Cumberland Drive West Palm Beach, FL 33409	561-804-4860	Every Two (2) Weeks Max pickups 26 times/ year	1
Fire Station No. 7	8007 Okeechobee Blvd. West Palm Beach, FL 33411	561-804-4870	Every Two (2) Weeks Max pickups 26 times/ year	1
Fire Station No. 8	10965 North Lake Blvd. West Palm Beach, FL 33412	561-804-4880	Every Four (4) weeks Max Pickups 13 times/year	1
City Center/ Security Station	401 Clematis Street, 1 <sup>st</sup> Floor, West Palm Beach, FL 33401	561-822-1536	On an as needed basis	0