



**FABRICATED TRAILER CENTER BEAMS  
Quotation Number 10-Q06/PF**

March 22, 2010

**PURCHASING SERVICES CONTACT: Phillip Ford, CPPO, CPPB, Purchasing Supervisor  
TELEPHONE NUMBER: 561-640-4000 X4528**

**All quotation responses must be received on or before APRIL 13, 2010, prior to 5:00 p.m., EST.**

**Submit quotation to: Solid Waste Authority of PBC Purchasing Department, 7501 North Jog Road, West Palm Beach, FL 33412**

**SCOPE**

The purpose and intent of this Quotation is to obtain a firm price for the purchase of **FABRICATED TRAILER CENTER BEAMS**.

Bidders must arrange to inspect and measure center beams. Arrangements for Bidder's inspection may be secured from Bob Wright, 561-687-2991.

**AWARD**

Contract will be awarded to the lowest and best bid from a responsive, responsible bidder, subject to the terms and conditions contained herein. Award will be on an "All-or-None" total offer basis.

The Authority reserves the right to use the next lowest bidder(s) in the event the original awardee of the bid cannot fulfill their contract. The next lowest bidder's price must remain the same as originally bid and must remain firm for the duration of the contract.

**CONTRACT PERIOD/EXTENSIONS**

**The successful bidder shall be awarded a contract to supply the goods/services for twelve (12) months, starting May 1, 2010 through April 30, 2011, with options to renew the contract for two (2) additional twelve (12) month periods. Options for renewal will only be exercised upon**

mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviation except as allowed in Escalation Clause. Any renewal will be subject to appropriation of funds by the Solid Waste Authority

### **INSPECTION**

It is the Bidder's responsibility to become fully informed as to the nature and extent of the work required. Arrangements for Bidder's inspection and measurement of center beams may be secured from Bob Wright, Equipment Maintenance at 561-687-2991. Failure to visually inspect the center beams may be cause for disqualification of your bid.

### **ESCALATION CLAUSE**

The Solid Waste Authority acknowledges the fluctuating nature of prices for items specified. Accordingly an escalator/de-escalator clause will be accepted only under the following conditions. The Authority reserves the right to cancel Awarded Bidders contract and make award to the lowest responsive Bidder(s) if the Awarded Bidders price escalation changes their position as lowest responsive responsible Bidder(s). The Authority may, at its option, request price updates from any Bidder if awarded Bidder requests a price increase.

1. Price increase(s) and price decrease(s) comparable to documented manufacturer's price changes or changes in industry-related indices.
2. Receipt of proper notification, to Purchasing, in writing, of all items affected by price increases/decreases.
3. Where all prices shall have remained firm a minimum of 120 calendar days after effective date of contract.
4. All price increase(s) and decreases(s) to be approved by Director of Purchasing Services.

### **EQUITABLE ADJUSTMENT**

The Authority may, in its sole discretion, make an equitable adjustment in the Contract terms and/or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the successful bidder's control, (2) the volatility affects the marketplace or industry, not just the particular successful bidder's source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the successful bidder that continued performance of the Contract would result in a substantial loss. Any adjustment would require irrefutable evidence and written approval by the Director of Purchasing Services.

### **TIME FOR COMPLETION OR DELIVERY**

It is hereby understood and mutually agreed by and between parties hereto that the time of delivery is an essential condition of this contract. Bidder must specify on their bid response the maximum number of calendar days required for delivery after receipt of order, (ARO).

### **DELIVERY, DAYS ARO, REQUEST**

Delivery is requested within seven (7) calendar days after receipt of purchase order or blanket order release.

### **F.O.B. POINT, DELIVERED, MAINTENANCE**

The F.O.B. point within Palm Beach County shall be indicated on the purchase order. Bid responses showing other than F.O.B. destination will not be accepted. It is anticipated that delivery location will be the Authority's Maintenance Facility at 6255 North Jog Road, West Palm Beach, FL 33412.

### **PERFORMANCE, RETURN FOR CREDIT**

The Authority may return, for full credit, any item(s) received which fail to meet the Authority's performance standards.

### **METHOD OF ORDERING**

Items shall be ordered via individual purchase orders or blanket purchase orders on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order or blanket purchase order release. All terms and conditions of this bid are applicable.

### **CANCELLATION WITH CAUSE**

If either product or service does not comply with specifications as stated herein or fails to meet the Authority's performance standards, the bidder shall be given reasonable time to correct all deficiencies. Failure to remedy such deficiencies within a reasonable time shall result in immediate cancellation of the contract. Cancellation in this manner may result in suspension of the Bidder from the bidders list for a period of up to 3 years.

### **QUANTITY, ESTIMATE PER TIME PERIOD**

The Authority reserves the right to increase or decrease total quantities as required. Total quantities ordered during the next twelve (12) month(s) will be approximately \$35,000.00. This figure is an estimate only.

### **PAYMENT**

Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Invoice must reflect purchase order number.

**INDEMNIFICATION**

Awarded bidder 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 Bidder, its employees, or agents, arising out of or connected with this Agreement. The Bidder 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.

**CANCELLATION, WITHOUT CAUSE**

The Authority reserves the right to cancel this contract without cause via ten (10) day written notice.

**INSURANCE REQUIRED, GENERAL SERVICES**

The Bidder shall not commence work on any Authority Property until all insurance required as stated herein has been obtained and such insurance has been approved by the Authority.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Bidder shall furnish certificates of insurance to the Authority's Risk Management Section prior to the commencement of services. The certificates shall clearly indicate that the Bidder has obtained insurance of the type, amount, and classification as required for strict compliance with insurance requirements as stated herein, and that no change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Authority. Non-compliance with the foregoing requirements shall not relieve the Bidder of their liability and obligations under this contract.

The Bidder shall maintain commercial liability insurance in the amount of \$1,000,000 per occurrence including products/completed operations.

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

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

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 Bidder or by anyone directly or indirectly employed by the Bidder.

The Bidder shall maintain Workers Compensation insurance as per statutory requirements and Employers Liability limits no less than \$500,000 per occurrence each accident; \$500,000 policy limit disease; \$100,000 disease,- each employee.

ALL insurance other than Worker Compensation shall specifically include the Authority as an "Additional Insured".

### **LOT ONE**

Must be fabricated from 3 ½" Schedule 40 Steel Pipe. Only one splice allowed  
88 inches length over all with ½ inch x 4 inch x 9 inches steel plates welded at each end.

Each steel plate will have two (2) ¾ inch holes centered on 4" plate and corners rounded on side facing pipe; each plate must have thickness tapered on one (1) side.

Cost to include labor, materials and delivery.

**(See Photograph attached)**

**NOTE: Center beams will be ordered in quantities of 25 each.**

### **LOT TWO**

Same as Lot 1 except 91 ¾" OAL

### **LOT THREE**

Must be fabricated from 3" Schedule 40 Steel Pipe  
89 1/8 inch OAL.

Each pipe will have a ¾ inch hole centered 1 ½ inch from each end and parallel to each other.

Cost to include labor, materials and delivery.

**(See Photograph attached)**

**NOTE: Center beams will be ordered in quantities of 25 each.**

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 **QUOTE NO. SWA 10-Q06/PF** 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	DESCRIPTION	QUANTITY		DELIVERED PRICE EACH		TOTAL
1	Fabricated Trailer Center Beams	100	X	\$ _____	=	\$ _____
2	Fabricated Trailer Center Beams	100	X	\$ _____	=	\$ _____
3	Fabricated Trailer Center Beams	150	X	\$ _____	=	\$ _____
<b>TOTAL Lots 1 through 3 Inclusive</b>						\$ _____

DELIVERY ARO (REQUEST 7 DAYS) \_\_\_\_\_

Is the Drug-Free Workplace Form attached? Yes\_\_\_ No\_\_\_

Was Visual Inspection made Yes\_\_\_ No\_\_\_

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

**Payment Terms: Net 30 days**

By (Signature):		Date:
Name (Printed):		Title:
Company Name:		
Address:		
Contact Information:	FAX:	Office:
	Cell/Mobile:	E-Mail:

**AREA REPRESENTATIVE:**

**Area Representative Contact Information:**

Name(Printed):		Date:
Title:		Cell Number:
Office Phone Number:		Fax Number:
Local Address:		

**The location of the base of operations within the proximity of Palm Beach County which will serve this contract is as follows:**

Street Address:

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City ST      ZIP

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## SAVINGS

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

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

BID PRICES OFFERED AVERAGE \_\_\_\_\_% LOWER THAN:

☒ (CIRCLE ONE OF THE FOLLOWING NUMBERS)

1. Price that would be obtained without benefit of a contract resulting from this bid.
2. Manufacturer's current wholesale price list.
3. Other (specify) \_\_\_\_\_

## MINORITY /WOMAN/SMALL BUSINESS ENTERPRISE

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

If you are a minority/woman and/or small owned business please complete the following. This information will assist us in identifying your minority and/or women owned business in our database.

This form is not intended to certify your firm.

**ETHNIC GROUP STATUS:** Specify the ethnic group and percentage of ownership of the person(s) who owns and controls (management & operational) 51% or more of the firm.

African-American	Male	_____%	Asian-American	Male	_____%
	Female	_____%		Female	_____%
Hispanic-American	Male	_____%	Native-American	Male	_____%
	Female	_____%		Female	_____%
Caucasian-Female		_____%			

### DEFINITIONS:

**African-American:** any black individual of the racial groups of Africa; **Asian-American:** persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, India, Pakistan, and Bangladesh; **Hispanic-American:** persons of Spanish or Portuguese culture including Mexico, South America, Central America, or the Caribbean Islands; **Native-American:** persons having origins in any of the original peoples of North America; **Caucasian Female:** women that are not included in the above categories.

Are you currently certified as a minority vendor with a government entity? \_\_\_\_\_

With what agency(s) \_\_\_\_\_

(Please attach copy of certification certificate with your response with this bid/quotation.)

Comments: \_\_\_\_\_

LOT 1 & 2 - Illustration



LOT 3 - Illustration

