



QUOTATION # 10-Q07/JP

**SALE OF SURPLUS LEAD ACID BATTERIES FOR RECYCLING**

March 31, 2010

**PURCHASING SERVICES CONTACT: Janice Palladino, Buyer**  
**TELEPHONE NUMBER: 561-640-4000 X4523**

**All quotation responses must be received on or before APRIL 20, 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 Solid Waste Authority collects spent lead acid batteries through its Household Hazardous Waste Collection program. Batteries are collected and accumulated at six Authority owned facilities for eventual recycling. Batteries are received from residents, small business, and other agencies.

The purpose of this solicitation is to establish a contract with a qualified company to provide the pickup, and transportation of lead acid batteries to a permitted recycling or reclamation facility. Vendor must comply with all applicable State and Federal laws relating to the transport and handling of hazardous materials.

Award will be made to the responsible, responsive bidder offering the HIGHEST price per pound.

The quantity to be picked-up will depend on the Authority's need at time of request.

Quantities shown are estimates. The Authority reserves the right to increase or decrease the quantities as necessary.

**AWARD – PRIMARY, SECONDARY AND TERTIARY (SERVICES)**

Contract will be awarded to the HIGHEST and best bid from a responsive, responsible bidder, subject to the terms and conditions herein.

The Authority reserves the right to make a primary, secondary and tertiary award. The HIGHEST bidder meeting specifications, terms and conditions shall be the primary awardee. The next HIGHEST bidders meeting specifications, terms and conditions shall be secondary and tertiary awardees. The Authority will give the primary contractor first opportunity to perform all available work. If the Authority at its sole discretion determines the primary contractor cannot respond in time or has not submitted a competitive job estimate, the secondary or tertiary contractor will be contacted to submit an estimate to perform the required work. Failure to respond to requests for competitive job estimates on a timely basis on three (3) consecutive occasions will be grounds for cancellation of the contract.

**CANCELLATION, WITH CAUSE**

If service does not comply with specifications as stated herein or fails to meet the Authority's performance standards, the contractor 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 Contractor from the bidders list for a period of up to 3 years.

The Solid Waste Authority reserves the right to reject all quotations, utilize this quotation or any existing Public Entity contract for LEAD ACID BATTERY RECYCLING.

**INSURANCE REQUIRED, GENERAL, SERVICE, DELIVERY, ETC.**

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 vendor of their liability and obligations under this contract.

The Bidder shall maintain commercial liability insurance in the amount of \$500,000 per occurrence including products/completed operations.

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

Bodily Injury and/or Property Damage		\$ 500,000 each occurrence \$ 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 vendor or by anyone directly or indirectly employed by the vendor.

The Bidder shall maintain Workers Compensation insurance as per statutory requirements and Employers Liability limits no less that \$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".

### **CONTRACT PERIOD/EXTENSIONS**

**The successful bidder shall be awarded a contract to supply the goods/services beginning May 15, 2010 through May 14, 2011, for twelve (12) months 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 deviations. Any renewal will be subject to appropriation of funds by the Solid Waste Authority.

### **QUALIFICATION OF BIDDERS:**

The Authority shall approve all final disposal sites. Violations, permit status, and general operations will be a factor in selection of responsible bidder.

Vendors will provide copies of the following items to be considered:

1. General description of company and operations.
2. Federal, state, or local operating permits.
3. Certificate of insurance as indicated in attached insurance requirements.
4. Letters of past (within 3 years) or pending Notice of Violation, or other permit violations, or other formal notices or regulatory noncompliance.

It is the awarded contractor's responsibility to be knowledgeable and comply with all pertinent regulations concerning the transportation and handling of these materials.

**BATTERY TYPES:**

All sizes and types of **liquid and gel-filled lead acid batteries**, including:

- Automotive/Marine
- Industrial
- Backup (SSLA's - Small Sealed Lead Acid)

For the purposes of this quotation “battery” will mean all of the types listed above. One (1) typical automotive battery has a standard unit weight of 35 pounds.

**PICK-UP AND TRANSPORTATION:**

LOCATIONS: Each of the locations listed in Table 1 will be serviced as specified in this quotation.

FREQUENCY: Each site will be serviced at least once every two weeks. This requirement may be altered to be more or less frequent based on the volumes and by mutual agreement of both parties.

ON CALL: Bidder shall arrange a pick-up within 24 hours of a request.

**DOCUMENTATION:**

For every pick-up all transport vehicles will first obtain a tare weight ticket at the nearest facility scale house and a load ticket when departing. This ticket will indicate the net weight of batteries picked-up and will be used as authentic documentation for payment.

**PAYMENT:**

Payment to the Authority will be made monthly. The company shall provide all of the original weight tickets and/or written receipts from each of the pickup locations and a single statement for the combined payment amount for all locations.

**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.

Pricing shall include all pick-up costs.

Price to be **PAID to the Authority by vendor** \$\_\_\_\_\_per lb.

Vendor understands that the Authority reserves the right to reject all Quotations and to waive any informality in bidding. By signing this agreement Bidder understands that he is agreeing to all terms, conditions and specifications of Quotation # 10-Q07/JP.

**Payment Terms: Net 30 days**

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

*State or County License #* \_\_\_\_\_

## 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 and/or a woman 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: \_\_\_\_\_

**TABLE 1**

**List of pickup locations and amounts collected October 2003 through September 2004.**

<b>Location</b>	<b>Hours*</b>	<b>Annual Weight (lbs) **</b>	<b>Pickup Schedule</b>
Household Hazardous Waste Facility 6161 N. Jog Rd. West Palm Beach, FL 33412	M-F 8:30 AM-5:00 PM	71,380	Once a week
North County Transfer Station 14185 N. Military Trail Jupiter, FL 33458	M-F 7:30 AM-4:30 PM	51,040	Once a week
West Central Transfer Station 9743 Fairgrounds Road Royal Palm Beach, FL 33411	M-F 7:30 AM-4:30 PM	28,480	Once a week
Central County Transfer Station 1810 Lantana Road Lantana, FL 33462 (561) 533-6021	M-F 7:30 AM-4:30 PM	15,880	Once every two weeks
South County Transfer Station 1901 S.W. 4th Ave. Delray Beach, FL 33444	M-F 7:30 AM-4:30 PM	10,880	Once every two weeks
<b>TOTALS:</b>		<b>177,580</b>	

\* Pickups must take place during hours established by each facility and are subject to change.

\*\* Estimated weights are not guarantees.

**VENDOR LIST**  
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**SALE OF SURPLUS LEAD ACID BATTERIES FOR RECYCLING**

BEITER BATTERY, INC. 747 BARNETT DR. LAKE WORTH, FL 33460 585-3484 FAX : 585-3633	EXIDE CORPORATION 11311 INTERCHANGE CIRCLE MIRAMAR FL 33025 954 433 8349
INTERSTATE BATTERY OF WEST PALM 4473 SW PORT WAY PALM CITY, FL 34990 (561) 283-6443 FAX (772) 283-0189	BATTERY NATION CORPORATION 13840 NW 27 <sup>TH</sup> AVE OPA LOCKA, FL 33054 (305) 681-5235
FLA INDUSTRIAL BATTERY SERVICES 2699 WEST 79 STREET #8 HIALEAH FL 33016 (305) 556-5592	TRN TECHNICAL INC 301 CENTRAL PARK DRIVE SANFORD FL 32771 407 321 3011
STATIONARY POWER SERVICES INC 3985 GATEWAY CENTER BLVD #180 PINELLAS PARK FL 33782 727 579 8810	BATTERY WEB.COM 6495 SUNSET STRIP SUNRISE FL 33313 954 746 8868
PRO BATTERY SPECIALISTS 940 W 19 STREETH HIALEAH FL 33010 305 884 4040	