



ODOR CONTROL CHEMICAL PRODUCTS
Quotation Number 11-Q02/LO

November 19, 2010

PURCHASING SERVICES CONTACT: Laurie Odlum, Buyer, lodlum@swa.org
TELEPHONE NUMBER: 561-640-4000 x 4524

All quotation responses must be received on or before December 16, 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 **ODOR CONTROL CHEMICAL PRODUCTS**. These odor control chemical products will be used in misting dispersal systems in refuse transfer stations and in open air environments such as a landfill perimeter. Chemical products shall be of a non-clogging type.

AWARD, ALL BIDDERS

The Solid Waste Authority shall award this contract to all bidders who submit Catalogs/Price Lists/data with their bid or within three (3) days of request, offer a single fixed percentage discount per line or sub segment of line, and otherwise comply with bid specifications. Award does not guarantee the Authority will make purchases from the bidder.

If during the contract period, the Authority is able to purchase the items/services specified from other public entities or Solid Waste Authority contracts at prices lower than the current contract price, the current successful bidder shall meet these lower prices. In the event of failure by the current successful bidder to meet the lower price, the Authority reserves the right to purchase the item/service at the lower price offered.

The Authority reserves the unqualified right, in the Authority's sole and absolute discretion, to reject any and all bid, to waive any irregularities, or to accept the Bid which, in the Authority's judgment, will under all circumstances, best serve the public interest.

CONTRACT PERIOD/EXTENSIONS

The successful bidder shall be awarded a contract to supply the goods/services for twelve (12) months, starting January 3, 2011 through January 2, 2012 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

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.

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.

MINORITY/WOMAN/SMALL BUSINESS ENTERPRISE (M/W/SBE)

Minority/Woman/Small Business Enterprise indicates a business entity which is owned and operated by a minority or woman. Minority/woman/small business group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanic, Female, Native American, Asian-Pacific, Asian-Indian, and eligible others. An M/W/SBE wishing to participate in the Authority procurement process may contact the Purchasing Services for information and assistance.

PRICING/QUANTITY

All pricing shall include delivery to the SWA North County Landfill. Chemicals may be delivered in a 55-gallon drum, 5 gallon container or 1 quart container.

DELIVERY, DAYS ARO, REQUEST

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

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).

PRE-QUOTE CONFERENCE

All interested parties are invited to attend **A NON-MANDATORY PRE-QUOTE CONFERENCE ON TUESDAY, DECEMBER 7, 2010, COMMENCING AT 9 AM** at 7501 North Jog Road, West Palm Beach, FL 33412.

At this time, the Authority's representative will be available to answer questions and explain the intent of this Quotation. Any suggested modifications may be presented in writing to, or discussed with the Authority's representative(s) as possible addenda to the Quotation.

INSPECTION

It is the Bidder's responsibility to become fully informed as to the nature and location for the intended use of their product. Arrangements for Bidder's inspection may be secured from each site supervisor listed. Vendors are strongly encouraged to visit each site.

Location	Contact	Location	Contact
North County Landfill 6880 North Jog Road West Palm Beach FL 33412 561-688-9001	Keith Kinley	Yard/ Woody Waste Facility 5890 North Jog Road West Palm Beach FL 33412 561-616-7190	Michael Russell
Site Inspection Date:	SWA initials:	Site Inspection Date:	SWA initials:
Solid Waste Authority Admin Bldg - Perimeter 7501 North Jog Road West Palm Beach FL 33412 561-688-9001	Keith Kinley	Vehicle Maintenance 6255 North Jog Road West Palm Beach FL 33412 561 687-2991	Bob Wright
Site Inspection Date:	SWA initials:	Site Inspection Date:	SWA initials:
Central County Transfer Station 9047 West Lantana Road Lantana, FL 33463 561-656-3100	Steve Puleo	South County Transfer Station 1901 SW 4 th Avenue Delray Beach FL 33444 561-616-7150	Ottis Williams
Site Inspection Date:	SWA initials:	Site Inspection Date:	SWA initials:

F.O.B. POINT, DELIVERED, DESTINATION

The F.O.B. point within Palm Beach County shall be indicated on the purchase order. Quotation responses showing other than F.O.B. destination will not be accepted. It is anticipated that delivery location will be the Authority's North County Landfill site as listed. Pickup and delivery will be at no charge.

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 Quotation 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.

PERFORMANCE, RETURN FOR CREDIT

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

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 \$30,000.00. 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.

CANCELLATION, WITHOUT CAUSE

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

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.

CONE OF SILENCE

Bidders are advised that a Cone of Silence that prohibits any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

Bidders or any person representing the Bidders and any member of the Solid Waste Authority Governing Board, their staff, any AUTHORITY employee authorized to act on behalf of the Authority to award the contract under this bid, or any member of the selection committee authorized to evaluate the proposals/bids/response.

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 conference, oral presentations before selection committees, and 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, any dispute resolution process following the filing of a protest between the person filing the protest and any AUTHORITY employee, or any written correspondence at any time with any AUTHORITY employee, Board member or Advisory board member, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

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.

PURCHASING AGENT

The contact person for this solicitation is Laurie Odlum, Buyer, lodlum@swa.org. Bidders are advised that as of the deadline to submit bids, all communications and correspondence concerning this bid be addressed to Ms. Odlum.

TOXICOLOGY REPORTS

Vendor is required to provide independent toxicology testing reports upon request.

MATERIAL SAFETY DATA SHEETS (MSDS)

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this Quotation must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

- (a) The chemical name and the common name of the toxic substance.
- (b) The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosivity, and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3. The primary routes of entry and symptoms of overexposure.
- (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- (d) The emergency procedure for spills, fire, disposal, and first aid.
- (e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- (f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

INSURANCE REQUIRED, 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".

COMPLY
YES NO IF NO, EXPLAIN

A. Vendor will provide independent toxicology testing reports. _____

B. Delivery to the SWA North County Landfill at no additional cost. _____

THE UNDERSIGNED BIDDER, having familiarized himself with the specifications in the Quotation, and all laws, regulations and other factors affecting performance of the work, and having satisfied himself of the expense and difficulties attended in the performance of a contract.

HEREBY PROPOSES AND AGREES, in this **QUOTE NO. SWA 11-Q02/LO** 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	Odor Control Chemical Concentrate	Price List Title/Mfg	Current List Less % Discount	Stocked? Y or N	Normal Delivery within 48hrs? Y or N	Does Bid include delivery? Y or N	Catalog	
							On-Line? Yes or No	On Disc? Yes or No
1	Scented	_____	_____	_____	_____	_____	_____	_____
2	Unscented	_____	_____	_____	_____	_____	_____	_____

DELIVERY ARO (Request 7 Days)_____ Were visual inspections made? Y or N _____

Bidder understands that the Authority reserves the right to reject all Quotations and to waive any informality in bidding. The Contractor agrees that this Quotation 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:		

This part intentionally left blank

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: _____

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VENDOR LIST

ROBERT G HARRIS JR ENZYMATIC ODOR SOLUTIONS 15136 WEST COLONIAL DR #203 WINTER GARDEN FL 34787 407497 1818 X 407 877 8429	BENZACO SCIENTIFIC INC ATTN: SALES 5024 GARFIELD STREET NW WASHINGTON DC 20016
ENVIROCHEM INC NCM ODOR CONTROL ATTN: PATRICK DONNELLY 425 WHITEHEAD AVENUE SOUTH RIVER NJ 08882 800 957 6543 X 813 973 3037	