



RECONDITIONED DRUMS
QUOTATION 12-Q03/LO

September 28, 2011

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 OCTOBER 14, 2011 prior to 5:00 p.m., EST and clearly marked Quotation # 12-Q03/LO for RECONDITIONED DRUMS.

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

SCOPE OF SERVICE

The purpose and intent of this Quotation is to provide a contract for the purchase of **RECONDITIONED DRUMS** in conjunction with the specifications terms and conditions specified herein.

AWARD, All or None

Award will be on an All or None basis. Therefore, it is necessary for a Bidder to bid on **all items** to be considered for award.

The Authority reserves the right to make a primary, secondary and tertiary award. The lowest Bidder meeting specifications, terms and conditions shall be the primary awardee. The next lowest Bidders meeting specifications, terms and conditions shall be secondary and tertiary awardees. It is the sole intent of the Authority to issue purchase orders to the primary awarded vendor.

The Authority reserves the right to order from the secondary or tertiary Bidders in order to meet the needs of the Authority in the event the primary low Bidder cannot meet the service requirements.

PROPOSAL CONTENT/FORMAT

To be considered responsive, proposal must respond to all requirements and requests for information in this quotation. Failure to comply with this requirement may be cause for rejection. Bidder shall indicate in spaces provided their fixed price for services specified. Fixed prices listed for services shall be guaranteed for the term of this contract.

Please submit one (1) original and three (3) copies of the proposal.

SUBMITTAL DEADLINE

It is the Bidder's sole responsibility to assure that his/her quotation is complete and delivered to the Purchasing Services Department on the date stated above. Quotations, which for any reason are not so delivered, will not be considered.

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 will result in immediate cancellation of the contract. Cancellation in this manner will result in suspension of the Vendor from the Bidders list for a period of up to 3 years.

CANCELLATION, WITHOUT CAUSE

The Authority reserves the right to cancel this contract without cause via a thirty (30) day written notice.

CONTRACT PERIOD/RENEWAL

The term of contract shall be from November 1, 2011 through October 31, 2012. The successful Bidder shall be awarded a contract to supply services for twelve (12) months with options to renew the contract for two (2) additional twelve (12) month periods on a year to year basis. 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.

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 written notification, to Purchasing Services, of all items affected by price increases/decreases no less than 21 days prior to the effective date, along with a written request for acceptance and stating the effective date of such changes.
3. Where all prices shall have remained firm a minimum of 90 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.

METHOD OF ORDERING, BLANKET PURCHASE ORDER

A blanket purchase order shall be issued until the end of the fiscal year or for the term of the contract. The department(s) will order requirement(s) on an "as needed" basis. All terms and conditions of this Bid are applicable.

QUANTITY, ESTIMATED

The quantities shown are estimated. The Authority reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.

INVOICE INFORMATION, PARTS AND LABOR

Invoices submitted as a result of this Bid must contain the following information:

1. Purchase Order or Blanket Order Number.
2. Quote Number and Lot.
3. Indication of list price, discount and discounted price if applicable.
4. Manufacturer name and part number for all parts purchased.

PRICING

Pricing shall include delivery charges.

MINIMUM DELIVERY

All deliveries will be a minimum of 75 drums. Drums must be delivered within 3 to 5 days ARO.

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.

AREA REPRESENTATIVE

Contractor must indicate in space provided the name, address, and phone number of the vendor's representative who will be available upon request for emergency problems.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

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

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

DRUG FREE WORK PLACE

Preference shall be given to businesses with Drug Free Work Place Programs. Whenever two or more firms are equal with respect to price, quality and services, preference shall be given in the award process to firms that certify their Drug Free Workplace program. Certification is to be provided on SWA'S Drug Free Workplace form included.

MINORITY BUSINESS ENTERPRISE (M/W/SBE)

The Governing Board of the Authority has set 15% as the Authority's goal for M/W/SBE participation in contracts and purchases. As part of the Bid price proposal process, each qualified Bidder will be required at that time to submit a plan along with the Invitation to Bid (ITB) showing how they will assist the Authority in achieving this goal through M/W/SBE sub-contractor participation or any other method. Hiring of minority personnel, although laudable, does not qualify for the purpose of meeting the goal above cited. The goal is to encourage doing business with certified M/W/SBE's. The Authority will require documentary proof of the implementation and progress of the selected firm's plan. The Authority will accept M/W/SBE firms certified by other governmental entities. Proof of current certification will be required with ITB.

LOCAL PREFERENCE QUALIFICATION

In order to qualify for Local Preference, the firm must have had its headquarters or branch office located within Palm Beach County for a minimum of one (1) year. The firm must have been incorporated or legally begun business, being fully licensed, at least one (1) year prior to the issuance of the solicitation. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required and will be used to verify that the proposer had a permanent place of business one year prior to the issuance of the solicitation. Please note that in order to receive a local

preference, the name and address on the Business Tax Receipt must be the same name and address that is included in the submittal to the Authority, and that the attached Business Tax Receipt must accompany the Bid at the time of Bid submission. Copies of licensure, leases of office space (or proof of ownership of office site) may be required by Authority staff as proof of compliance. The firm's office must be of a permanent nature not temporary or transient (i.e., mobile homes shall be without wheels and permanently affixed to the land). The firm's office shall be fully staffed with personnel including at least one of those assigned to the Authority's projects, office furniture, office equipment, and, if applicable, professional equipment/computers as required by the type of work to be performed. A site visit by Authority staff may be required to confirm local presence. The firm will be required to maintain said office, or other Authority approved offices, for the entire term of the contract. Failure to submit this information will cause the firm not to be qualified under this Section to receive a local preference. The Authority may require a firm to provide additional information for clarification purposes at any time prior to the award of the contract.

PREFERENCE APPLICATIONS

A Bidder who meets the qualifications for Local Preference and whose Bid is within 5% of the low Bidder who does not meet those qualifications, may be granted an opportunity to offer a best and final Bid along with the low Bidder and any other Bidder(s) whose Bid amount is equal to or less than the highest local Bidder within 5% of the low Bid. Contract will be awarded to the lowest best and final Bid; in case of a tie for the lowest best and final Bid the contract will be awarded to the lowest best and final Bid offered by the local Bidder. Ties between local Bidders will be determined by a coin toss.

PUBLIC ENTITY CRIME

Pursuant to F.S. 287.133, as amended: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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 response, or any member of the selection committee authorized to evaluate the response.

The Cone of Silence shall be in effect as of the deadline to submit response even if response 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 responses 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.

OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The 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.

THIS SECTION INTENTIONALLY LEFT BLANK

Bidder understands that the Authority reserves the right to reject all Quotes and to waive any informality in Bidding. The Bidder agrees that this Quote shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving quotes, 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:

Name (Printed) :		Office Phone:
Title:		E-mail:

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:

1 (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/women and/or small 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: _____

