



**PUMPING AND CLEANING SERVICES FOR DELRAY TRANSFER STATION
QUOTATION# 09-Q01/PF**

August 29, 2008

**PURCHASING SERVICES CONTACT: Phillip Ford, CPPB, Purchasing Supervisor
TELEPHONE NUMBER: 561-640-4000 x 4528**

**All quotation responses must be received on or before September 18, 2008, 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**

PURPOSE

The purpose of this quote is to establish a term contract for pumping and cleaning services for a 5000 gallon Leachate tank located at the South County Transfer Station and Scale House located at 1901 SW 4 Avenue, Delray Beach, FL 33444. This is an underground system which requires a pump truck.

CONTRACT PERIOD/ EXTENSIONS

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the Authority shall have the option to renew this contract for an additional two (2) years on a year-to-year basis. Prior to completion of each exercised contract term, the Authority may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index: Miami-Fort Lauderdale, Florida, Other Goods and Services.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 30 days prior to expiration of the then current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the Authority will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment.

The Authority reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is an Authority prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the Authority.

INVOICE INFORMATION

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

1. Purchase Order or Blanket Number.
2. Itemized cost per bid rate(s).
3. Copy of signed service ticket with Authority representative signature verifying work has been satisfactorily completed.

DEBRIS

Contractor shall be responsible for the prompt and complete removal of all debris which is a result of this contractual service.

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 Contractor's control, (2) the volatility affects the marketplace or industry, not just the Contractor's source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor 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.

CANCELLATION, WITHOUT CAUSE

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

ASSIGNMENT, SUBCONTRACT

Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this bid without prior written consent of the Authority's Purchasing Services Department. Any award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable, transferable, or otherwise disposable except with the prior written consent of the Director, Purchasing.

LICENSES, PERMITS, AND CERTIFICATIONS

It shall be the responsibility of the Contractor to obtain, at no additional cost to the Authority, any and all licenses and permits required to complete this contractual service. A copy of these licenses and disposal permits for specific services contained in bid must be submitted with the bid.

1. The Contractor must be a State of Florida registered contractor for the services specified in this bid.
2. The Contractor's business must have a State of Florida certificate of authorization.

OCCUPATIONAL LICENSE

In order to provide services specified in this bid, a current occupational license issued in Palm Beach County is required. This license shall be issued for the services being bid herein. A photocopy of the license must be submitted within three (3) days of request.

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 quote are applicable.

PROTECTION OF PROPERTY

The Contractor shall at all times guard against damage or loss to the property of the Authority or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Authority may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents. The Contractor shall also be responsible for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, by rainstorm, wind damage, vandalism or other acts of God).

INSURANCE REQUIRED, GENERAL, SERVICE, DELIVERY, ETC.

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

The Contractor 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 Contractor 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 Contractor 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".

TECHNICAL SPECIFICATIONS

PERFORMANCE

All work to be performed per the Delray Transfer Station's supervisor instructions.

RESPONSE TIME FOR ALL SERVICES

Routine Service: Shall be defined as Monday through Friday 7:00 a.m. through 3:00 p.m.; within six (6) hours of request.

All service call tickets/invoices shall have the following:

- 1. Description of services at bid rates.**
- 2. Signature by authorized SWA employee.**

Any service tickets/invoices not showing the information listed above will be returned to the Contractor for non-payment until such time information is complete. The Authority's terms are "Net 30 Days" **after** acceptance of an acceptable invoice as described above.

Contractor shall furnish personnel and equipment necessary to perform services as specified. **No travel time or mileage will be allowed. Drivers of Pump Trucks are to get as close to area to be serviced as possible. Awarded Contractor is to schedule service with transfer station supervisor.**

Item 1:

DESCRIPTION OF WORK: The work shall include, but not necessarily be limited to the following:

- 1) Contractor required to have a pump truck with a minimum of 4000 gallons tank
- 2) Minimum pump out of 2500 -4000 gallons per trip
- 3) Must be able to access manholes. Snake and jetting may be required.
- 4) Pumping truck must arrive on job site clean and empty of debris.
- 5) Quote to be a per trip charge (NO HOURLY RATES WILL BE CONSIDERED)
- 6) There is no guarantee of the number of service trips during the term of the contract.
- 7) The price quoted shall include services during Delray Transfer Station's normal operating hours of Monday – Saturday and all holidays except Thanksgiving and Christmas.
- 8) SWA will notify Contractor of required services six (6) hours in advance. Pump out service requested prior to 10 a.m. shall be completed within that business day. This will include disposal of leachate.

DISPOSAL

- All leachate pumped out of the underground storage tank at the South County (Delray) Transfer Station will be disposed of at a Solid Waste Authority facility at no charge to the Contractor. Disposal must be completed before 5pm on the same day as the pump out.

THE UNDERSIGNED CONTRACTOR, having familiarized himself with the specifications in the Quote, 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 that the Contractor hereby accepts all terms and conditions as stated herein, and shall enter into a Contract to perform for the following price.

ITEM NO. 1

Per Trip Charge

Drain Cleaning Services for Delray Transfer Station

\$ _____

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:		
Title:		
Company Name:		
Address:		
Office Phones:	Voice:	FAX:
Cell Phone:		
E-mail:		

Area Representative: *(Must be able to make contact 24 hours a day, 7 days a week)*

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: _____

City: _____