



**PUMPING, CLEANING & DISPOSAL OF LIQUIDS AND SOLIDS FROM THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY'S TRUCK WASH FACILITY**

**QUOTATION NO. 09-Q03/PF**

**PURCHASING SERVICES CONTACT: Phillip Ford, CPPB, Purchasing Supervisor  
TELEPHONE NUMBER: (561) 640-4000 EXT. 4528**

**ALL QUOTATION RESPONSES MUST BE RECEIVED ON OR BEFORE JUNE 30, 2009, PRIOR TO 5:00 PM, EST. SUBMIT QUOTATIONS TO: SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, PURCHASING DEPARTMENT, 7501 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33412**

**SPECIAL CONDITIONS**

**PURPOSE**

The purpose of this solicitation is to establish a contract for the purpose of Pumping, Cleaning & Disposal of Solids of Truck Wash Facility located at 6255 North Jog Road, West Palm Beach, FL in conjunction with the Authority's needs on an as needed basis. (No guarantee of amount of work).

**AWARD – PRIMARY AND SECONDARY (Services)**

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

The Authority reserves the right to make a primary and secondary award. The lowest bidder meeting specifications, terms and conditions shall be the primary awardee. The next lowest bidder meeting specifications, terms and conditions shall be secondary awardees. If the primary contractor cannot respond to a service request within the time stipulated in their quote response, the secondary vendor will be contacted to perform the required work. More than two (2) occurrences of failure to respond in a timely manner shall be deemed as a default of contract. (See Special Terms and Conditions, "Right to Terminate").

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

### **OPTION TO RENEW FOR TWO ADDITIONAL YEARS (With Price Adjustment)**

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) year period 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: All Urban consumers, 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 thirty (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.

### **SITE INSPECTION**

It is the bidder's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for bidder's inspection of facilities and/or activity schedules may be secured by contacting Bob Wright @ (561) 640-4000 ext 4841.

### **QUALIFICATION OF BIDDERS**

This quote shall be awarded only to a responsible bidder, qualified to provide the work specified. **The bidder shall submit the following information with his quote:**

- A. Experience record showing the bidder's training and experience in similar work.
- B. List and brief description of similar work satisfactorily completed with location, dates of contracts, names, addresses and phone numbers of owners.
- C. List of equipment and facilities available to do the work.
- D. Compliance with OSHA regulations for Permit-required Confined Spaces – 1910.146

Failure to submit the above requested information shall be cause for rejection of your quote. Information previously submitted to the Authority in response to another Request for Quote shall not satisfy this requirement. The term "*experience*", as used in this requirement, shall mean the experience gained as and possessed by the business entity proper (single proprietorship, partnership, corporation, or joint venture) responding to this quotation. It shall not mean the experience of individual employee(s).

## **LICENSES AND PERMITS**

It shall be the responsibility of the successful bidder 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 permits shall be submitted to the Authority prior to commencement of work, if applicable.

## **METHOD OF ORDERING**

Service shall be ordered via individual purchase orders on an "as needed" basis or Blanket orders for services at specified intervals for the term of the contract. **Invoices must be submitted against each individual purchase order or blanket purchase order release.**

Service call shall be made within time established in vendor's quote response.

## **QUANTITY AND DATES, ESTIMATED**

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

## **RIGHT TO TERMINATE**

In the event that any of the provisions of the contract are violated by the successful bidder, the Authority shall serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract. The liability of the bidder for any and all such violation(s) shall not be affected by any such termination.

## **MATERIAL SAFETY DATA SHEETS**

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this quote 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.

## **OSHA REQUIREMENTS**

Contractor shall at all times comply with OSHA Regulations, Permit-required Confined Spaces - 1910.146.

**CODES AND REGULATIONS**

The vendor must strictly comply with all Federal, State and local building and safety codes.

**PROTECTION OF PROPERTY**

The successful bidder 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 successful bidder or his agents.

**INSURANCE REQUIRED**

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 sixty (60) 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 comprehensive general liability insurance in the amount of \$1,000,000 per occurrence.

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

Bodily Injury and/or	\$ 1,000,000 each occurrence
Property Damage	\$ 1,000,000 aggregate
	or
Combined Single Limit	\$ 1,000,000 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 than \$500,000 per occurrence.

**ALL** insurance shall specifically include the Authority as an "Additional Insured".

**PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

All Bidders submitting a response to this Quotation agree that such response also constitutes a quote to all political subdivisions under the same conditions, for the same prices and the same effective period as this quote, 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.



### **CANCELLATION, WITHOUT CAUSE**

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

### **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.

### **NO GUARANTEE OF AMOUNT OF WORK**

The bidder(s) should fully understand that the Authority does not, hereunder, contract to do any specific amount of work during the contract period. The Authority reserves the right to modify or terminate cleaning schedules at their discretion.

### **CHARACTER OR WORKMEN AND EQUIPMENT**

All equipment and workmen provided by the contractor for the work hereunder shall be the best available for the kind of work being performed. Any person employed by the contractor, whom the Authority may deem temporarily or permanently incompetent or unfit to perform the work, shall underwritten instruction of the Authority be removed from the job, and such person shall not again be employed on Authority projects. Failure by the contractor to provide adequate equipment may result in annulment of this contract as herein provided.

### **LAWS TO BE OBSERVED**

In the prosecution of this contract, the contractor shall exercise care to see that all Federal, State, County and Municipal laws, ordinances or regulations are observed, both by himself and his/her direct or indirect employees. He shall take reasonable care at all times to insure that proper protection of personnel involved is provided.

### **TECHNICAL SPECIFICATIONS**

The purpose of this solicitation is to establish a contract for the purpose of Pumping, Cleaning & Disposal of Solids of Truck Wash Facility located at 6255 North Jog Road, West Palm Beach FL, in conjunction with the Authority's needs on an as needed basis. (No guarantee of amount of work).

Vendor to indicate all chemicals to be used for cleaning truck wash facility with dilution ratios to be used for each. SWA reserves the right to request contractor change chemical and /or dilution ratios if cleaning results are not acceptable.

Description of Work:

The work shall include, but not necessarily limited to the following:

1. Pump truck(s) must be capable of hauling 5,000 gallons of solids and liquids combined. If two (2) trucks are required, both must arrive at the same time. Vendor can pump from both sides of the truck wash so an additional truck will not have excessive wait time.
2. Vendor must have 4 inch or 6 inch pump hose to pump out solids
3. Vendor must have pressure cleaner to clean all walls of pit. Pit is 60 inches deep, 4 feet wide and 80 feet long. Pit consists of one main pit, and three smaller pits. One pit contains filters which must be hand cleaned.
4. Last pit with the draw screen filters must be cleaned first, then the other small pits can be cleaned out before proceeding to the large pit where the majority of the solids are. This will be starting on the west side of the truck wash and working toward the east side.
5. All solids and liquids will be taken to SWA's Class I Landfill for disposal.
6. Vendor must have ladder for easy access to pit.
7. Solid Waste Authority will be responsible for pumping out 80-90% of water.
8. Vendor must state how much advance notice is required for job.
9. Vendor must arrive on job site at 9:00 am.
10. Vendor must give a firm quote for all pumping, cleaning, and disposal in SWA Class I Landfill and all materials required to complete the job. This price is to include all travel, fuel surcharges, degreasers, all equipment and personnel required to complete job. No overtime or additional charges will be allowed.
11. Vendor will be escorted by SWA through scales. No additional charges will be levied by SWA. Vendor will be issued a Disposal Authorization Ticket completed by SWA Equipment Maintenance.
12. Vendor must provide an invoice for the complete job within 14 calendar days.

It is anticipated that this job will be done six (6) times per year with the following schedule. This schedule may change but should be within the week listed.

July 10, 2009  
September 11, 2009  
November 6, 2009

January 8, 2010  
March 12, 2010  
May 7, 2010

**QUOTE PROPOSAL FORM**

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 **SWA QUOTE NO. 09-Q03/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. Award to be made in lots.

<b>Lot</b>	<b>DESCRIPTION</b>	<b>PRICE</b>
1	Price for pumping, cleaning and disposal of liquids and solids for SWA's Truck Wash Facility * No additional charges will be allowed (fuel surcharge and any equipment requirements must be included in price)	\$_____ Per job

Advance notice required to perform services requested \_\_\_\_\_ Days/ Hours (circle one)

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

Is Qualification of Bidders information included? Yes\_\_\_ No\_\_\_

Has confined space testing and documentation IAW OSHA 1910.46 Yes\_\_\_ No\_\_\_

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

Bidder understands that the Authority reserves the right to reject all Quotes and to waive any informality. 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 bids, prior to award.

**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:



## 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 quote compared to prices that would be paid by the purchaser without benefit of a contract resulting from this quote.

QUOTE 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 quote.
2. Manufacturer's current wholesale price list.
3. Other (specify) \_\_\_\_\_

## MINORITY /WOMAN BUSINESS ENTERPRISE

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

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 Portugese 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: \_\_\_\_\_

**DRUG-FREE WORK PLACE FORM**

**PUMPING, CLEANING & DISPOSAL OF LIQUIDS AND  
SOLIDS FROM THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY'S TRUCK  
WASH FACILITY  
SWA Quote No. 09-Q03/PF**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are requested within a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are requested within, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
BIDDER'S SIGNATURE

\_\_\_\_\_  
DATE

**CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER**

**PUMPING, CLEANING & DISPOSAL OF LIQUIDS AND SOLIDS FROM THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY'S TRUCK WASH FACILITY  
SWA Quote No. 09-Q03/PF**

It is hereby made a part of this Quotation that before, during and after a public emergency, disaster, hurricane, flood, or acts of God that the Solid Waste Authority of Palm Beach County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which may threaten public health and safety, as determined by the Solid Waste Authority of Palm Beach County. Vendor/contractor agrees to rent/sell/lease all goods and services to the Solid Waste Authority of Palm Beach County or any other government entity as opposed to a private citizen, on a first priority basis. The Solid Waste Authority of Palm Beach County expects to pay a fair and reasonable price not to exceed those quoted for all products and/or services in the event of a disaster, emergency or hurricane. Vendor/contractor shall furnish a 24-hour phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

**X**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**EMERGENCY/24 HOUR PHONE NUMBER(S):** \_\_\_\_\_

Office Phone Number: \_\_\_\_\_ Home Phone Number: \_\_\_\_\_

**Beeper/Cellular Number:** \_\_\_\_\_ **FAX Number:** \_\_\_\_\_

Nearest Branch Office Phone Number: \_\_\_\_\_

and Location: \_\_\_\_\_

Other out of Area Branch Office Locations and Phone Numbers: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_