



QUOTATION REQUEST

Quote No. Q(07)C-10

Quote Title: Water Storage Tank Residual Cleaning

Buyer: Carol Hollins

Phone: (954) 572-2485

Fax: (954) 572-2278

Quote Due: Wednesday, November 29th, 2006 at 3:00 p.m.

Quotations are hereby solicited for the following City of Sunrise project:

Cleaning of four (4) concrete water storage tanks

NOTE: Only pages 7 and 8 of this Quotation Request need to be submitted to the City.

Quotations must be received at the office of the Purchasing Division no later than Wednesday, November 29th, 2006. No quotes will be received, accepted, or considered after said time and date, unless the City, in its sole discretion reasonably exercised, elects to extend the time for submission and receipt of quotes. Quotes may be faxed to (954) 572-2278, hand delivered to Purchasing Division, 4747 Nob Hill Road, Suite 6, Sunrise, FL 33351, or mailed to CITY OF SUNRISE, Purchasing Division, 10770 W. Oakland Park Blvd, Sunrise, FL 33351, Attention: Carol Hollins.

All quotes shall remain valid for ninety (90) days after submission.

SPECIFICATIONS

City of Sunrise is seeking a Contractor for in-service cleaning of four (4) concrete drinking water storage tanks located at various sites in accordance with all applicable Federal, State and local regulations.

The Contractor shall use submersible equipment capable of operating while the tank is in use. All equipment entering the tank shall be disinfected with a 200PPM chlorine solution prior to introduction into the reservoir.

Contractor shall provide the services with:

- a. No end user disruptions.
- b. No loss of finished water above the minimal amount during cleaning.
- c. No actions by the Contractor to reduce the free chlorine residual below 0.5 mg/l in the tank throughout the entire inspection. Samples must be taken from the tank before entering the tank and upon leaving the tank to assure the minimum chlorine residual level of 0.5 mg/l is maintained
- d. No loss of fire suppression capability.
- e. No tank lining damage.

Work may be done between the working hours of 7:00 a.m. and 6:00 pm. The awarded Contractor shall coordinate cleaning schedule for each tank with the Utilities Department. A City representative shall be present to monitor the activities of the awarded Contractor.

Price quoted by Contractor, per tank, shall be inclusive of all costs related to the cleaning of the tanks, including, if applicable, the cost of shipping equipment, travel time, transportation between plants, airfare, hotel, vehicle charges, overtime.

All work shall be completed within 45 days after receipt of purchase order.

Contractor's maintenance operations shall be performed in strict compliance with all regulations and standards from AWWA, OSHA, EPA, NFPA, Association of Diving Contractors (ADC), Florida Department of Environmental Protection (FDEP) and Broward County Department of Planning and Environmental Protection (BCDPEP).

The size, location and estimated amount of sediment to be removed from each tank is as follows:

Tank No.	Tank Name Location	Tank Size (Gallons)	Last Cleaned	Estimated Amount of Sediment For Removal	Tank Height	Tank Diameter
1.	<u>Melaleuca Isle</u> 12630 SW 2nd Street Plantation, FL 33325	.300 MG	Unknown	2-3 Inches Approximately 400 cubic feet	20 Feet	50 Feet
2.	<u>Melaleuca Isle</u> 12630 SW 2nd Street Plantation, FL 33325	2.0 MG	Unknown	2-3 Inches Approximately 2000 cubic feet	20 Feet	130 Feet
3.	<u>Southwest</u> 15400 Watermill Road Davie, FL 33331	.500 MG	Unknown	3.5-4.5 Inches Approximately 1500 cubic feet	20 Feet	75 Feet
4.	<u>Springtree</u> 4350 Springtree Dr. Sunrise, FL 33351	5.0 MG	10 yrs.	1.5-2.5 Inches Approximately 2700 cubic feet	40 Feet	145 Feet

TERMS AND CONDITIONS

1. **Award:**
Award will be made on a Total Offer basis to the lowest responsive, responsible respondent on an all or none basis.

In the event the successful respondent's contract is terminated or cancelled for any reason, the City reserves the right to make an award to the next lowest responsive and responsible Respondent, or re-quote the entire contract or any part thereof, whichever is in the best interest of the City.

2. **Default:**
In the event of default on a contract, the City may immediately terminate said Contract.

3. **Familiarity with Laws:**
The respondent should be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect this quote. Lack of knowledge on the part of the respondent shall in no way relieve them from responsibility.

4. **Indemnification:**
In consideration of the separate sum of \$10.00 (which \$10.00 is the first \$10.00 of the Contract Price), the Contractor shall indemnify and save harmless and defend the City, its agents and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the Contractor, its agents or employees in the performance of services under this Contract.

The Contractor further agrees to indemnify, save harmless and defend the City, its agents and employees from and against any claim, demand or cause of action whatsoever kind or nature arising out of any conduct or misconduct of the Contractor not included in the paragraph above and for which the City, its agents or employees are alleged to be liable.

5. **Insurance:**
Vendor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Vendor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under any resulting contract.

All Vendors responding to this Quotation shall submit proof of the following insurance limits with their Quotation:

Worker's Compensation and Employer's Liability Insurance. Vendor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

Commercial/Public/Comprehensive General Liability: Minimum limits of \$500,000 Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and products and/or Completed Operations, Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, specifically insuring the hold harmless clause of this contract. This insurance policy shall be considered primary to and not contributing with any insurance maintained by the City of Sunrise. The policy of insurance shall be written in an occurrence-based format.

Business Auto Policy: Comprehensive automobile liability insurance insuring Vendor in accordance with the laws of the State of Florida as to the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles if there will be any use of vehicles by or on behalf of Vendor with the following minimum limits of liability: Minimum limits of \$500,000 Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

6. **Independent Contractor:**

The Vendor is an independent Vendor under this Agreement. Services provided by the Vendor shall be by employees of the Vendor and subject to supervision by the Vendor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Vendor.

7. **Licenses:**

All Vendors responding to this Quotation are to submit with their Quotation a copy of all necessary, if any, licenses required to complete the Project, as specified herein and as required by law.

8. **Permits and Fees:**

The Vendor shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work. The cost of all permits, fees, etc. shall be included in the Quotation price.

9. **Compliance With State Of Florida Crime Entity:**

Please be informed that pursuant to Section 287.133(2) (a), Florida Statutes, "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 the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact business with the City in excess of the threshold amount provided in S.287.017

for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list." The submission of a quote shall constitute an affirmative representation of the vendor to the City that the vendor is aware of the Statute and in full compliance thereof.

10. **Compliance With Occupational Safety And Health Act:**

Contractor certifies that all material, equipment, etc. contained in his bid meets all O.S.H.A. requirements. Contractor further certifies that if he is the successful Contractor, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the Contractor.

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information: 1. The chemical name and the common name of the toxic substance. 2. The hazards or other risks in the use of the toxic substances, including: (a) The potential for fire, explosion, corrosivity and reactivity; (b) 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 (c) The primary routes of entry and symptoms of overexposure. (3) 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. (4) The emergency procedure for spills, fire, disposal and first aid. (5) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information. (6) 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.

CITY OF SUNRISE

QUOTE SHEET

ALL QUOTES SHALL REMAIN VALID FOR NINETY (90) DAYS AFTER BID OPENING

Item No.	Description	Estimated Sediment Quantity	Cost Per Tank
1.	Sediment Removal from Melaleuca Isle 12630 SW 2 nd Street Plantation, Fl 33325	2-3 inches Approximately 400 cubic ft.	\$_____
2.	Sediment Removal From Melaleuca Isle 12630 SW 2 nd Street Plantation, Fl 33325	2-3 inches Approximately 2000 cubic ft.	\$_____
3.	Sediment Removal From Southwest 15400 Watermill Road Davie, Florida 33331	3.5-4.5 inches Approximately 1500 cubic ft.	\$_____
4.	Sediment Removal from Springtree 4350 Springtree Drive Sunrise, FL 33351	1.5-2.5 inches Approximately 2700 cubic ft.	\$_____

TOTAL QUOTE OFFER (Items 1 –4): \$_____

(Written Amount)

If applicable, would you extend the prices quoted herein to other municipalities? Award of quote is not contingent upon concurrence with this offer to other municipalities.

Yes:_____ No:_____

Addendum Receipt: Vendor shall acknowledge below the receipt of any and all addenda, if any, by listing the Addenda No. and date of issuance.

Addendum No:_____ Date_____

Company Name:_____

Printed Name:_____

Authorized Signature:_____

CITY OF SUNRISE
CERTIFICATION

THIS DOCUMENT MUST BE SUBMITTED WITH THE QUOTE

The following certifies that this Quotation Request is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a Quotation Request for the same materials, services, and supplies and is in all respects fair and without collusion or fraud.

The Vendor certifies by his/her signature below that this response is current, accurate, complete and is presented to the City for the performance of this contract in accordance with all the requirements as stated in this Quotation Request, and that the person signing this Certification is authorized to bind the firm by their signature.

Name (Print): _____

Title: _____

Signature: _____

Company Name: _____

Address: _____

Phone _____ **Fax:** _____

FEID No. or Social Security No. _____

Please affix corporate seal or have this Certification notarized below.

Notary-Full Name

Notary Expiration & Seal

Date: _____

OR:

(Corporate seal)

STANDARD TERMS AND CONDITIONS
OF QUOTATION REQUEST

- (1) The delivery of the goods and/or services within the time specified is of the essence of any Purchase Order. City shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the time(s) specified. In the event vendor fails to make timely shipment, City shall have the right to purchase elsewhere and unless the delay was caused by unforeseeable circumstances beyond vendor's control, vendor shall reimburse City for any additional charges incurred.
- (2) **Payment:** Payment will be made by the City after the items awarded to a vendor have been delivered, received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. Invoices, unless otherwise indicated, must show Purchase Order Number and shall be submitted in duplicated to the City of Sunrise, Finance Department, 10770 West Oakland Park Blvd., Sunrise, Florida, 33351. Payment will be made within 30 days after delivery, authorized inspection and acceptance.
- (3) The risk of loss, injury or destruction, regardless of the cause shall be borne by the vendor until delivery of goods to the specified destination and inspection and acceptance of the good by City. Rejected goods will be returned to Vendor at the Vendor's risk and expense.
- (4) Title of goods shall pass to City upon acceptance.
- (5) Vendor warrants that the goods, services and/or workmanship furnished and/or delivered pursuant to any Purchase Order shall:
 - (a) Conform in all respects to the description and specifications contained in any Purchase Order.
 - (b) Be merchantable and fit for the ordinary purposes for which such goods are used or intended to be used.
 - (c) Be new and not secondhand, of good quality and free from defects whether latent or patent in material or workmanship; all material and workmanship is warranted for a minimum of one (1) year from date of acceptance.
 - (d) Be free from any security interests, liens or encumbrances; Vendor warrants that it has good and marketable title to the goods delivered hereunder.
 - (e) Comply with the requirements of all applicable federal, state and municipal laws and regulations.
 - (f) Not infringe upon or violate any copyrights or patent rights.
 - (g) No warranty, either express or implied, may be modified, excluded or disclaimed in any way by Vendor. All warranties shall remain in full force, notwithstanding acceptance and payment to City.
- (6) Vendor shall indemnify and hold harmless City for all damages, losses and liabilities arising out of the operations of vendor pursuant to the Purchase Order, specifically including, but no limited to, those caused by or arising out of a defective condition in the

goods, whether patent or latent, provided that such defect existed at the time of shipment by vendor; the negligence of vendor in the marketing, sale, and/or provision of the goods and/or service under the Purchase Order, the breach of any warranty and/or agreement by vendor pursuant to any Purchase Order. Vendor agrees to pay all damages, costs and attorney's fees incurred in the defense of any such claim.

- (7) If items purchased are classified as toxic or hazardous substances under Chapter 442, Florida Statutes, Vendor must submit copies of the Material Safety Data Sheet (MSDS) for each substance to the City of Sunrise and to delivery location at time of shipment. Products must be identified and labeled in accordance with OSHA standards. Failure to comply with these requirements will result in delay of payment until compliance is effected.
- (8) Any Purchase Order issued by the City shall be governed and construed according to the laws of the State of Florida.
- (9) Open Purchase Orders are issued by the City of Sunrise when The City cannot specifically identify the quantity of materials required, delivery dates or other details relative to the services or commodities indicated on the Purchase Order. It is not a contract for any guaranteed amount. The City may cancel any outstanding balances on these Purchase Orders at any time for its convenience.
- (10) In the event that an error in the extension of price totals occurs, unit price quotes will prevail.
- (11) The Vendor shall pay all applicable sales, consumer, use, land or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.