

**REQUEST FOR QUOTATION**

**\*\*THIS IS NOT AN ORDER\*\***

**AMENDED 11/06/13**

**BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY PURCHASING DEPARTMENT  
50 S. MILITARY TRAIL, SUITE 110, WEST PALM BEACH, FL 33415-3199  
PHONE (561) 616-6848 FAX (561) 242-6748 E-Mail: [zgasca@pbcgov.com](mailto:zgasca@pbcgov.com)**

RFQ #: 250483/ZG  
BUYER: Zulma Gasca  
DATE: October 31, 2013

To ensure that your offer is considered it must be received in Palm Beach County Purchasing no later than **4:00 PM, PALM BEACH COUNTY LOCAL TIME, on November 12, 2013**. Offers received after this time will **not** be considered.

**\*\*\*\*\* FAXED OR EMAILED RESPONSES ACCEPTED \*\*\*\*\***

**TITLE: FAN HEAD WITH ADJUSTABLE PEDESTAL MOUNT, PURCHASE AND DELIVERY OF, TERM CONTRACT**

Quotations are requested for furnishing the goods/services described below in accordance with applicable terms, conditions and specifications as set forth herein without any modification, change or alterations to any terms, conditions or provisions of this solicitation, unless specifically approved in writing by the County. ALL QUOTATIONS MUST BE F.O.B. DESTINATION. PALM BEACH COUNTY IS EXEMPT from FEDERAL, STATE and CITY TAXES. An Exemption Certificate will be furnished upon request.

By submitting an offer which is accepted by the County, a binding contract is formed in accordance with the terms, conditions and specifications as set forth in this RFQ (Request for Quotation) and in the Purchase Order/Term Contract Standard Terms and Conditions located at ([www.pbcgov.com/purchasing](http://www.pbcgov.com/purchasing)).

**CONDITIONED OFFERS:** Vendors are cautioned that any condition, qualification, provision, or comment in their quote, or in other correspondence transmitted with their quote, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their quote and shall be considered as non-responsive.

ITEM No.	DESCRIPTION	UNIT	ESTIMATED 12 MONTH QUANTITY	UNIT PRICE	TOTAL OFFER
1.	<p>FAN HEAD, MAXESS CLIMATE CONTROL TECHNOLOGIES #CED4066 OR EQUAL, AS SPECIFIED HEREIN.</p> <p>FAN HEAD MUST FIT THE PEDESTAL MOUNT OFFERED BELOW.</p> <p>MFR OFFERED: _____</p> <p>MODEL # OFFERED: _____</p> <p>INCLUDING PEDESTAL MOUNT, MAXESS CLIMATE CONTROL TECHNOLOGIES #CED4048 OR EQUAL, AS SPECIFIED HEREIN.</p> <p>PEDESTAL MOUNT MUST FIT THE FAN HEAD OFFERED ABOVE.</p> <p>MFR OFFERED: _____</p> <p>MODEL # OFFERED: _____</p>	EA	12	\$ _____	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Is Information and Descriptive Literature included, per Term & Condition #8? YES  INITIAL

**PLEASE COMPLETE AND AFFIX SIGNATURE BELOW**

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SIGNATURE OF AUTHORIZED AGENT: \_\_\_\_\_ DATE: \_\_\_\_\_

IT IS THE VENDOR'S SOLE RESPONSIBILITY TO ROUTINELY CHECK OUR WEBSITE FOR ANY AMENDED RFQ'S THAT MAY HAVE BEEN ISSUED PRIOR TO THE DEADLINE FOR RECEIPT OF QUOTES

NAME OF AUTHORIZED AGENT: \_\_\_\_\_ TITLE: \_\_\_\_\_  
PRINT OR TYPE

PHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_ FED ID # or SS # \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**QUOTATIONS ACCEPTED ON THIS FORM ONLY  
IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY  
BE REQUESTED IN AN ALTERNATE FORMAT**

**TERMS & CONDITIONS**  
**RFQ #250483/ZG**

**1. AWARD (ALL-OR-NONE)**

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an all-or-none, total offer basis.

**2. METHOD OF ORDERING (TERM CONTRACT)**

A contract shall be issued for a term of **twelve (12)** months or until the estimated amount is expended, at the discretion of the County. The County will order on an “as needed” basis.

**3. F.O.B. POINT**

The F.O.B. point shall be destination, which shall be **Palm Beach County Purchasing Warehouse 2455 Vista Parkway, West Palm Beach, Florida 33411**. Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

**4. DELIVERY**

Delivery shall be required within **ten (10) business** days after receipt of term contract delivery order (DO) and between the hours of 8:30 A.M. – 3:30 P.M., Monday through Friday. No delivery shall be accepted after 3:30 P.M. No changes shall be made to this delivery schedule, unless modifications have been approved by the Manager of the Purchasing Warehouse at 561-233-2020 or his designee. Furthermore, changes to the delivery date shall be requested by the successful bidder and approved in writing by the Purchasing Director or his/her designee. Failure of the successful bidder to perform to the delivery requirement is sufficient cause for default and termination of the contract.

**5. AS SPECIFIED**

A term contract delivery order (DO) will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Palm Beach County will return, at the expense of the successful bidder, items not delivered as specified.

**6. QUANTITY**

The quantities shown are estimated. Palm Beach County reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Unless stipulated otherwise, **Palm Beach County will accept NO minimum order requirements**. Additionally, bidders are cautioned to bid in accordance with the unit specified on the bid response page.

**7. RENEWAL OPTION**

The successful bidder shall be awarded a contract for **twelve (12)** months with the option to renew for **four (4)** additional **twelve (12)** month periods. The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if a vendor is suspended by the Purchasing Department prior to the commencement of the renewal period.

**8. INFORMATION AND DESCRIPTIVE LITERATURE (Brand Name “or equal”)**

Unless otherwise stated in these specifications, any manufacturer’s names, trade names, brand names, information or catalog numbers listed in this specification are for information and not intended to limit competition. When the phrase “or equal” is used, the bidder may offer any brand/manufacturer for which they are an authorized dealer/distributor/reseller, which meets or exceeds the specifications for any item listed in the bid. Bidder **shall** enter the manufacturer and manufacturer part number on the bid response page. **If a bidder enters “as specified”, “same as above”, or any wording other than the manufacturer and model number, and does not fill in the manufacturer offered and model number offered for any item, the bid shall be rejected.** Unless offering the specified manufacturers(s)/model(s), the bidder **shall** submit with their bid response, manufacturer cut sheets, sketches, descriptive literature and/or complete specifications for said item(s). Literature shall provide sufficient detail to verify compliance to bid specifications. **The failure of the descriptive literature to show that the item(s) offered conforms to the requirements of this solicitation shall result in the rejection of the bid.** Reference to literature submitted with a previous bid or literature which has been created by any entity other than the manufacturer shall not satisfy this provision. The County reserves the sole right to determine acceptance of offered item (s) as an approved equal.

Note: At the sole discretion of Palm Beach County, samples may be requested, after bid submittal, to complete and/or verify compliance to bid specifications.

## **9. EQUIPMENT**

- a. **The scope** of these specifications is to ensure the delivery of a complete item. The apparent silence of any specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning only that the best commercial practice is to prevail, and that only material and workmanship of the finest quality are to be used. Omission of any essential detail from these specifications does not relieve the supplier from the furnishing of a complete item.
- b. **Item(s)** shall be new, of current manufacture in production at the time of bid opening, and carry factory warranties.

## **10. WARRANTY**

The successful bidder shall furnish factory/manufacturer warranty on all items furnished hereunder against defect in materials and/or workmanship. The factory/manufacturer warranty shall become effective on the date of delivery and acceptance by Palm Beach County. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to Palm Beach County.

## **11. PACKAGING / SHIPPING LABELS**

Each carton, case, and/or package delivered as a result of this contract shall include a shipping label and packing slip. Each shipping label shall specify the Purchase Order number, and the carton/case/package number per total number of cartons/cases/packages shipped for the order. Each packing slip (and all required copies) shall specify the successful bidder's name, part number, part description, and the quantity for each part delivered. Parts delivered in the original manufacturer's cartons/cases/packages are acceptable, and each carton/case/package shall be labeled or marked with specific information including but not limited to manufacturer's name, part number, product type and style, brand name, size, weight, dimensions, compositional materials, and carton/case/package quantity.

## **12. SBE ORDINANCE**

### **Item 1 - Policy**

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods and services to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

### **Item 2 – Contract Award Criteria**

For purchases made as a result of this solicitation, the County shall make an award to the vendor who is certified as a small business with Palm Beach County and who is within 10% of the lowest responsive, responsible bidder, providing that the small business is also deemed responsive and responsible to the terms and conditions of the solicitation.

### **Item 3 - SBE Certification**

Only those firms certified as a small business enterprise by Palm Beach County at the time of bid opening shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at [www.pbcgov.org/osba](http://www.pbcgov.org/osba) to verify SBE certification.

### **Item 4 - Decertification**

As part of the consideration for bid award under the SBE Ordinance, any firm/proposer decertified by Palm Beach County shall be considered non-responsive to the SBE requirements.

**SPECIFICATIONS  
RFQ #250483/ZG**

**FAN HEAD WITH ADJUSTABLE PEDESTAL MOUNT, PURCHASE AND  
DELIVERY OF, TERM CONTRACT**

**PURPOSE AND INTENT**

The sole purpose and intent of this Request for Quotation (RFQ) is to secure firm, fixed pricing and establish a term contract for the purchase and delivery of 30" oscillating fan heads with adjustable pedestal mounts for the Palm Beach County Purchasing Warehouse, on an as needed basis.

**TECHNICAL REQUIREMENTS**

Items shall meet or exceed all industry and safety standards including, but not limited to, ANSI and OSHA requirements.

Fan head and pedestal mount shall be assembled as one complete unit by the successful bidder.

Fan head shall be manufactured by **MAXESS CLIMATE CONTROL TECHNOLOGIES #CED4066, or equal**, meeting the following salient/essential characteristics:

- shall be a UL listed, oscillating, industrial circulation fan with single-position lock
- shall have front and back steel wire guards
- shall have a 2-speed, ¼ horsepower, lubricated, and totally enclosed ball bearing motor with pull chain switch, designed for 120V, 60 Hz
- shall have three (3), 30" diameter, steel/aluminum blades
- shall have a minimum CFM output of 6200
- shall have a minimum 10', factory-wired, 3-conductor cord with grounding type molded plug (NEMA 15P)
- shall be completely wired and assembled
- shall be designed for mounting on an adjustable pedestal
- shall fit the pedestal mount offered below

Pedestal mount shall be manufactured by **MAXESS CLIMATE CONTROL TECHNOLOGIES #CED4048, or equal**, meeting the following salient/essential characteristics:

- shall integrate with, and fully support the weight and movement of the fan head specified herein
- shall have industrial, steel construction
- shall be adjustable from 4 ½' to a maximum of 7'
- shall fit the fan head offered above

**COUNTY ACCEPTANCE**

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. All packages, boxes, cartons/cases, and items contained therein shall be free of contaminants, and damage of any kind. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

**PAYMENT**

Payment is based on the price provided on the quote response page. Payment shall be rendered ONLY upon the County's satisfaction and acceptance of item(s) delivered. Price shall include, but is not limited to, all supervision, labor, equipment, materials, tools, machinery, transportation and other facilities and services necessary to fully and completely provide the item(s) as specified above.