



PROJECT NO.: Q-110236

OPEN DATE: July 5, 2011

AND TIME: 2:30 P.M.

PRE-BID DATE: June 21, 2011

AND TIME: 10:00 A.M.

LOCATION: PROCUREMENT MANAGEMENT
1825 HENDRY ST. 3RD FLOOR
FT. MYERS, FL. 33901

NOTE NEW REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE LEE COUNTY PURCHASING (PROCUREMENT MANAGEMENT) WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

REQUEST FOR QUOTATIONS

(STEP ONE – QUALIFICATIONS)

TITLE: VEHICLE REPAIR PARTS FOR FLEET MANAGEMENT

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PROCUREMENT MANAGEMENT

MAILING ADDRESS
P.O. BOX 398
FORT MYERS, FL 33902-0398

PHYSICAL ADDRESS
1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

BUYER: CHRIS JEFFCOAT, CPPB
PURCHASING AGENT
PHONE NO.: (239) 533-5450
EMAIL: cjeffcoat@leegov.com

INTRODUCTION

OVERVIEW

The Lee County Board of County Commissioners is accepting qualifications from companies interested in providing Vehicle Repair Parts on an annual basis to Lee County Fleet Management.

TWO-STEP QUOTATION PROCESS

NOTE:

***PLEASE SUBMIT STEPS 1 AND 2 TOGETHER ON THE PROJECT OPENING DATE.**

***PLEASE USE SEPARATE SEALED ENVELOPES MARKED “STEP 1” & “STEP 2”.**

Lee County is utilizing a two-step process to evaluate the qualifications of quoters and allow only qualified companies to have their pricing opened and considered under Step Two.

*Step One will require interested vendors to submit the qualifications of their company.

*In Step Two, only those companies qualified in Step One will be eligible to have their pricing opened and considered.

STEP ONE – REQUEST FOR QUOTATIONS - QUALIFICATIONS

In Step One, please submit all requested information to Lee County Purchasing, 1825 Hendry Street, 3rd Floor, Fort Myers, FL 33901, before the deadline given on the cover of this solicitation. Qualifications received after this date and time will not be accepted.

All of the qualifications received will then be reviewed and evaluated by County staff, and a decision made as to which companies are qualified and which are not. Each company submitting qualifications will receive a letter stating whether they are qualified or not. Only those companies found to be qualified will be allowed to proceed to Step Two.

In order for a company to be considered responsive in Step One, it should submit all information requested, including appropriate signatures. Failure to meet these requirements may cause your company to be declared non-responsive.

STEP TWO – REQUEST FOR QUOTATIONS – PRICES

Firms found to be qualified in Step One will be eligible to have their pricing opened and considered. This information must be completed and returned to Lee County Purchasing, 1825 Hendry Street, 3rd Floor, Fort Myers, FL 33901, before the given deadline. Pricing information received after this date and time will not be accepted.

GENERAL CONDITIONS

NOTE NEW REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE LEE COUNTY PURCHASING (PROCUREMENT MANAGEMENT) WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

Sealed Quotations will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until 2:30pm on the date specified on the cover sheet of this “Request for Quotations”, and opened immediately thereafter by the Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-5450.

1. SUBMISSION OF QUOTE:

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
 - 1. Marked with the words “Sealed Quote”
 - 2. Name of the firm submitting the quotation
 - 3. Title of the quotation
 - 4. Quotation number

- b. The Quotation shall be submitted in duplicate as follows:
 - 1. The original consisting of the Lee County quote forms completed and signed.
 - 2. A copy of the original quote forms for the Director.
 - 3. A second copy of the original quote forms for use by the requesting department.

- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as “Sealed Quote”, please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
 - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
 - 2. Warranties and guarantees against defective materials and workmanship.

- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".
 - e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Procurement Management prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
 - f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
 - g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
 - h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Director, who will approve or disapprove of the request.
 - i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
 - j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.
2. **ACCEPTANCE**

The materials and/or services delivered under the quote **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the

event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equal quality. However, if a product other than that specified is quoted, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation will require a specific product only, as stated in the detailed specifications.)

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the quote all necessary permits and/or licenses required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.

5. **WARRANTY/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this quote shall be warranted by the vendor to be free from defects and fit for the intended use.

6. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

7. **BIDDERS LIST MAINTENANCE**

A bidder should respond to “Request for Quotations” in order to be kept on the Bidder’s List. Failure to respond to three different “request for quotations” may result in the vendor being removed from the Bidder’s List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the quote receipt deadline.
- b. Submission of a “no bid” notice prior to the quote receipt deadline.

8. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this quote.

Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor’s services.

9. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, shall file with the County’s Procurement Management Director or Public Works Director a written “Notice of Intent to File a Protest” not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a “Notice of Intended Decision” from the County with respect to the proposed award of the formal bid/quote/proposal.

The “Notice of Intent to File a Protest” is one of two documents necessary to perfect Protest. The second document is the “Formal Written Protest”, both documents are described below.

The “Notice of Intent to File a Protest” document shall state all grounds claimed for the Protest, and clearly indicate it as the “Notice of Intent to File a Protest”. Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The “Notice of Intent to File a Protest” shall be received (“stamped in”) by the Procurement Management Director or Public Works Director not later than Four o’clock (4:00) PM on the third working day following the day of receipt of the County’s Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/quote/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original “Notice of Intent to File a Protest” had never been filed. Any contractor/vendor/firm submitting the County’s standard bond form (CMO: 514), along with the bid/quote/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.

- A concise statement of the facts alleged, and of the rules, regulations, statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed "Notice of Intent to File a Protest", the Procurement Management Director or Public Works Director (as appropriate) may abate the award of the formal bid/quote/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/quote/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide an opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly

scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/quote/proposal solicitations shall set forth the following statement:

“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”

10. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

11. **QUALIFICATION OF QUOTERS** (unless otherwise noted)

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

12. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

13. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

14. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

15. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any quote and a part of these specifications that the submission of any quote in response to this request constitutes a quote made under the same conditions, for the same price, and for the same effective period as this quote, to any other governmental entity.

16. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this quote from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this quote, whether through size, complexity, or dollar value.

c) **Disadvantaged Business Enterprises (DBE's)**

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from a Disadvantaged Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

d) Anti-Discrimination

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said

information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to ensure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

17. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

18. **DRUG FREE WORKPLACE**

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

19. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

20. **TERMINATION**

Any agreement as a result of this quote may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Procurement Management Director may immediately terminate any agreement as a result of this quote for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal quote/proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Procurement Management.

21. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a quote/proposal are subject to public disclosure and will **not** be afforded confidentiality.

22. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are ***not*** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for

negotiations. Any such lobbying activities may cause immediate disqualification for this project.

23. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
VEHICLE REPAIR PARTS FOR
FLEET MANAGEMENT
(STEP ONE – QUALIFICATIONS)**

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

NOTE NEW REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE LEE COUNTY PURCHASING (PROCUREMENT MANAGEMENT) WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

The undersigned acknowledges
receipt of Addenda numbers:

IN ORDER FOR YOUR QUOTATION TO BE CONSIDERED, VENDORS SHOULD COMPLETE AND RETURN PAGES 14, 15 and 19 THROUGH 27.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME

BY (Printed):

BY (Signature):

TITLE:

FEDERAL ID # OR S.S.#

ADDRESS:

PHONE NO.:

FAX NO.:

CELLULAR PHONE/PAGER NO.:

DUNS #:

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:

E-MAIL ADDRESS:

REVISED: 4/16/10

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR VEHICLE REPAIR PARTS
FOR FLEET MANAGEMENT
(STEP ONE - QUALIFICATIONS)**

SCOPE

The purpose of this specification is to obtain quotations from automotive parts suppliers who can provide vehicle parts and related services for the maintenance of Lee County's automobiles and light/medium duty trucks. Suppliers should be aware that Lee County currently has several OEM parts quotes in place, including, but not limited to: Ford and International. Lee County will purchase OEM parts from the vendors awarded these quotes.

Vendors should be aware that Lee County reserves the right to:

- *Purchase any of the items listed in this specification from its OEM suppliers, if it deems that an OEM part would best suit the needs of a specific application;
- *Purchase from the awarded vendor all the products normally carried by that vendor, and not be limited to the purchases of the specific items listed herein; and
- *Purchase any parts from an alternate vendor when the required part is not readily available from the awarded vendor in an emergency situation.

TWO-STEP QUOTATION PROCESS

Lee County is utilizing a two-step process to evaluate the qualifications of quoters and allow only qualified companies to have their pricing opened and considered under Step Two. Please see "Introduction" on page one of this specification package for a detailed explanation of this process.

- *Step One will require interested vendors to submit the qualifications of their company; this process involves the completion and return of pages 14, 15 and 19 through 27.
- *In Step Two, only those companies qualified in Step One will be eligible to have their pricing opened and considered.

STEP ONE – REQUEST FOR QUOTATIONS - QUALIFICATIONS

All of the qualifications received under Step One will be reviewed and evaluated by County staff, and a decision made as to which companies are qualified and which are not. Each company submitting qualifications will receive a letter stating whether they are qualified or not. Only those companies found to be qualified will be allowed to proceed to Step Two.

STEP TWO – REQUEST FOR QUOTATIONS – PRICES

Firms found to be qualified in Step One will be eligible to have their pricing opened and considered. This information must be completed and returned to Lee County Purchasing, 1825 Hendry Street, 3rd Floor, Fort Myers, FL 33901, before the given deadline. Pricing information received after this date and time will not be accepted.

The quotation will then be awarded to the vendor meeting specifications, offering Lee County the lowest grand total per attachment “A” and awarded at Lee County’s sole discretion. The discounts quoted on Attachment A will be applied across the board to that entire category (i.e. if a 20% discount is offered for belts on Attachment A, that discount will be applied to all belts purchased on this quote regardless of vehicle make and model).

For vendor’s information, the parts categories to be addressed in Step Two are as follows:

1. BELTS & HOSES
2. IGNITION & WIRES
3. EMISSIONS (AIR, FUEL & EXHAUST SYSTEMS)
4. BRAKE PARTS – INCLUDING HARDWARE, LININGS, CALIPERS, ROTORS, ETC.
5. DRIVETRAIN & CHASSIS COMPONENTS
6. EXHAUST COMPONENTS
7. ELECTRICAL (MOTORS, SWITCHES, ETC.)
8. FILTERS (OIL, FUEL, AIR, ETC.)
9. AUTOMOTIVE BEARINGS
10. SEALS (GREASE & OIL)
11. GENERAL SERVICE LINE (AUTO & TRUCK ACCESSORIES EQUIPMENT, BULBS, LIGHTS AND LENSES)
12. CHEMICALS (SPRAY LUBRICANTS, CLEANERS, ETC.)
13. HEATING & COOLING COMPONENTS (COMPRESSORS, CONDENSERS, RADIATORS, ETC.)
14. SPEED CONTROL AND GUAGES

15. MISCELLANEOUS SHOP SUPPLIES (GLOVES, BATTERIES, ETC.)

ESTIMATED EXPENDITURE

Under its current quotation, in the 2010 fiscal year, Lee County expended approximately \$150,000 for parts. This amount is given for vendor's information only, and no minimum is guaranteed or implied.

TERM OF QUOTE

If awarded, the terms of this quote shall be in effect for one year. The County reserves the right to renew this quote (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to four additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact with Lee County Fleet Management. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved in this quotation.

REGULAR DEALER

Quotes will be considered only from firms which qualify as a "regular dealer" of car and light truck aftermarket auto parts.

A "regular dealer" means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question.

CONTRACTS/AGREEMENTS

If your firm will require Lee County to sign any type of contract and/or agreement as part of this purchase, please include a copy of these documents with Step One of the quotation.

THE FOLLOWING PAGES ARE REQUIRED TO BE SUBMITTED WITH STEP ONE OF THIS QUOTATION.

DETAILED REQUIREMENTS

THE FOLLOWING SECTIONS IDENTIFY LEE COUNTY'S REQUIREMENTS UNDER THIS QUOTATION. VENDORS MUST REVIEW THESE SECTIONS AND INDICATE WHETHER OR NOT THEY CONCUR WITH THE REQUIREMENTS, BY HAVING THE RESPONSIBLE PARTY INITIAL THE APPROPRIATE RESPONSE. IF THEIR FIRM DOES NOT CONCUR WITH ANY SECTION(S), ON A SEPARATE PAGE INDICATE THE SECTION NUMBER(S) AND THE REASON(S) FOR THE VARIANCE(S). ALL VARIANCES WILL BE REVIEWED BY LEE COUNTY, AND A DETERMINATION MADE AS TO WHETHER THE VARIANCE IS ACCEPTABLE. IF THE VARIANCE IS UNACCEPTABLE, THEN THE VENDOR WILL BE FOUND NON-RESPONSIVE TO THAT ITEM.

SECTION ONE - QUALITY OF PARTS

The awarded vendor shall be able to:

- 1. Supply first quality parts from a national manufacturer;
- 2. Supply parts which meet or exceed OEM specifications;
- 3. Provide all catalogs, technical information, as needed;
- 4. Provide a minimum of one year warranty on new parts;

CONCUR _____ VARIANCE _____

SECTION TWO - DELIVERY

The majority of the deliveries shall be made to the rear of the Lee County Fleet Management Facility, 2955 Van Buren Street, Fort Myers, FL 33916. Parts warehouse hours are from 7:00 a.m. to 5:00 p.m., Monday through Friday. It should also be noted that deliveries will be made to other locations throughout the County as needed. Lee County's facilities on Boca Grande will be exempt from this quotation.

- 1. The awarded vendor shall be able to provide free next day delivery of routine stock orders.
- 2. The awarded vendor shall be able to provide free emergency delivery, as necessary, in less than one (1) hour.

3. The awarded vendor shall deliver special order items the same day as they are received by the vendor.
4. The awarded vendor shall be able to provide delivery to any Lee County location (except Boca Grande), when necessary.

NOTE: If the awarded vendor is unable to deliver an order within the required time frames, Lee County reserves the right to purchase that order from an alternate vendor.

5. Lee County requires that there be no minimum requirements on any order.
6. In the event that an item is backordered; the Parts Manager shall be notified immediately. Lee County shall have the right to either approve the backorder or obtain the item elsewhere. Backordered parts shall be delivered the same day they are received by the vendor.
7. Priority orders for parts, not stocked locally, which are required for emergency repairs shall be handled as quickly as possible using premium transportation as directed by the County. Premium transportation costs may be passed on to the County at their actual cost (Waybill number listed on the invoice). Additional markup on these items is not allowed. Priority orders shall be either drop shipped directly to Fleet Management or delivered within 2 hours from the time they are received by the vendor (that same day).

Should the awarded vendor not be able to provide the required parts for emergency repairs in a reasonable time frame, Lee County reserves the right to purchase the parts elsewhere. Vendor will contact the Parts Room staff of inability to meet delivery times as soon as it is known.

CONCUR _____ VARIANCE _____

SECTION THREE - TERMS

Parts pricing shall be based upon the discount offered off the published manufacturer's suggested list price schedule for each category.

The list price schedule will be allowed to vary according to published changes by the manufacturer. No price shall change until **after** Lee County has been furnished a new list price schedule reflecting such change. The discount shall be firm and will not vary over the term of the agreement.

All invoices shall, as a minimum, show the purchase order number, the date, part number and description, and list price. All purchases will be based upon 30 day open account.

The awarded vendor shall:

1. Agree to one quoted discount on all purchases within a part category; whether stock, special order, or emergency delivery, with no minimum quantities;
2. Accept "new condition" parts for return without penalty;
3. Allow regular return of cores and defects for credit;
4. Replace all defective parts without penalty to Lee County;
5. Provide obsolescence protection and annual parts return for credit;
6. Work with parts staff to determine key part requirements, maintain adequate part levels, and return all obsolescence for vendor credit.
7. Provide two (2) complete sets of list price schedules for each category (at no cost to Lee County), one (1) for Fleet and one (1) for Finance. It is required that the list price schedules be in an electronic format. If other departments wish to use this quote additional list price schedules will be required. Please indicate the format in which this information will be provided (check one – or more, if appropriate):

_____ CD-ROM

_____ Internet Link

8. Provide a monthly “Statement of Account” to Lee County Fleet Management, 2955 Van Buren, Fort Myers, FL. 33916
9. Institute procedures whereby all credits are processed and received by Fleet Management within ten (10) business days.
10. Institute procedures whereby each and every daily parts delivery is accompanied by pick ticket/packing slip – with a finalized invoice provided the following business day. At a minimum, each pick ticket/packing slip must include quantity and pricing of the ordered part(s).

CONCUR _____

VARIANCE _____

SECTION FOUR - GENERAL

The awarded vendor shall:

1. Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to Lee County Fleet Management. Lee County reserves the right to reject quotations where investigation and evaluation indicate the inability of a vendor to perform according to the requirements of the quotation;
2. Make available a manufacturer sales representative for each product line when required;
3. Furnish low cost or free technical training to staff; (On a separate sheet of paper, please explain types of training available.)
4. Provide Lee County with scheduled sales calls to assist with stock inventory as requested;
5. Be the sole point of contact with regard to contractual matters, including the performance, service and payment of any and all charges resulting from the purchases and all other services performed.

CONCUR _____ VARIANCE _____

SECTION FIVE - MAJOR BREAKDOWNS/NATURAL DISASTERS

The awarded vendor shall be able to provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, to vehicle repair parts, in the event of major breakdowns or natural disasters.

CONCUR _____ VARIANCE _____

SECTION SIX - INSURANCE

The awarded vendor shall be required to provide insurance, per the following insurance guide, prior to issuance of a notice to proceed:

INSURANCE REQUIREMENTS

NOTE: Your certificate of insurance must meet the following requirements:

Requirement #1:

The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.

Requirement #2:

Certificate holder shall be listed as follows:

Lee County Board of County Commissioners
C/O Lee County Purchasing
P.O. Box 398
Fort Myers, FL 33902-0398

Requirement #3:

Each policy shall provide a 30-day notification clause in the event of cancellation, non-renewal or adverse change.

1. Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.*
 - a. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease limit per employee

- b. Commercial General Liability - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and exposures with minimum limits of:
 - \$500,000 bodily injury per person (BI)
 - \$1,000,000 bodily injury per occurrence (BI)
 - \$500,000 property damage (PD) or
 - \$1,000,000 combined single limit (CSL) of BI and PD

- c. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$500,000 bodily injury per person (BI)
 - \$1,000,000 bodily injury per occurrence (BI)
 - \$100,000 property damage (PD) or
 - \$1,000,000 combined single limit (CSL) of BI and PD

**The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

2. Verification of Coverage:

- a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - 1. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an "Additional Insured" on the General Liability policy.***
 - 2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

- a. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

To the fullest extent permitted by applicable law, Contractor shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Contractor resulting from the Contractor's work as further described in this contract, which may arise in favor of any person or persons resulting from the Contractor's performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissions, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended. Further, Contractor hereby agrees to indemnify the County for all reasonable expenses and attorney's fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. Contractor additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the Contractor. The Contractor further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity.

CONCUR _____

NO VARIANCE ALLOWED

ATTACHMENT "A" - VENDOR PROFILE

1. Specify the number of years your firm has been in business in Lee County.

2. Specify your firm's business location(s) in Lee County.

3. Specify the total number of parts personnel employed locally _____
The number of warehouse personnel _____
The number of counter personnel _____
The number of driver's available _____

4. Specify the number of designated delivery vehicles currently available locally to service accounts.

5. If awarded this quotation, are the number of personnel and vehicles listed above adequate to meet the requirements of Lee County Fleet Management as specified herein (i.e., delivery etc.), or will your firm have to add personnel or vehicles?

6. In the space provided below provide a brief scope of operations for your firm. Use additional pages, if necessary.

ATTACHMENT B - REFERENCES

List three local accounts, of similar approximate complexity of operation as Lee County that your company supplies with automotive /truck parts. These accounts should be able and willing to provide Lee County with information regarding your firm's timeliness of deliveries, responsiveness to needs, etc.

REFERENCE #1

Name of Firm: _____

Address: _____

Contact Person: _____

Phone Number: _____

REFERENCE #2

Name of Firm: _____

Address: _____

Contact Person: _____

Phone Number: _____

REFERENCE #3

Name of Firm: _____

Address: _____

Contact Person: _____

Phone Number: _____

THE FOLLOWING PAGES ARE SAMPLES OF FORMS THAT WILL BE UTILIZED BY LEE COUNTY IN EVALUATION OF THIS QUOTATION. THEY ARE PROVIDED FOR VENDOR'S INFORMATION ONLY.

REFERENCE CHECK FOR VEHICLE REPAIR PARTS

NAME OF VENDOR: _____

1. Does this vendor provided vehicle repair parts to your company?
Yes____ No____

2. How long have they provided parts to your company?

3. How often is your facility serviced by this vendor?

4. Approximately how large is your fleet? What type vehicles?

5. How would you rate the vendor's delivery/response time to your requests?
Excellent_____ Satisfactory_____ Poor_____

6. Are the parts your company requires usually readily available from the vendor?
Yes____ No__

7. Do you find the vendor's staff helpful and professional?
Yes_____ No_____ Explanation:_____

8. Would you recommend contracting with this vendor?
Yes_____ No_____ If No, please explain:

OVERALL COMMENTS: _____

NAME OF REFERENCE CALLED: _____

DATE/TIME: _____ VERIFIED BY: _____

EVALUATION SHEET FOR VEHICLE REPAIR PARTS

VENDOR NAME: _____

SECTION 1 - QUALITY OF PARTS

PASS _____ FAIL _____

SECTION 2 - DELIVERY

PASS _____ FAIL _____

SECTION 3 - TERMS

PASS _____ FAIL _____

SECTION 4 - GENERAL

PASS _____ FAIL _____

SECTION 5 - MAJOR BREAKDOWNS/NATURAL DISASTERS

PASS _____ FAIL _____

SECTION 6 - INSURANCE

PASS _____ FAIL _____

ATTACHMENT A - VENDOR PROFILE

PASS _____ FAIL _____

ATTACHMENT B - REFERENCES

PASS _____ FAIL _____

COMMITTEE MEMBER

Committee Evaluation Date/Time: _____

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal.
Please check off each of the following items as the necessary action is completed:

- ___ 1. The Quote has been signed.
- ___ 2. The Quote prices offered have been reviewed.
- ___ 3. The price extensions and totals have been checked.
- ___ 4. The original (must be manually signed) and 1 additional copy of the quote has been submitted.
- ___ 5. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- ___ 6. All modifications have been acknowledged in the space provided.
- ___ 7. All addendums issued, if any, have been acknowledged in the space provided.
- ___ 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- ___ 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- ___ 10. Any Delivery information required is included.
- ___ 11. Affidavit Certification Immigration Signed and Notarized
- ___ 12. The mailing envelope has been addressed to:

MAILING ADDRESS

Lee County Procurement Mgmt.
P.O. Box 398 or
Ft. Myers, FL 33902-0398

PHYSICAL ADDRESS

Lee County Procurement Mgmt.
1825 Hendry St 3rd Floor
Ft. Myers, FL 33901

- ___ 13. The mailing envelope **MUST** be sealed and marked with:
Quote Number
Opening Date and/or Receiving Date
- ___ 14. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)
- ___ 15. If submitting a "NO BID" please write quote number here _____
and check one of the following:
 - ___ Do not offer this product ___ Insufficient time to respond.
 - ___ Unable to meet specifications (why)
 - ___ Unable to meet bond or insurance requirement.

Other: _____

Company Name and Address:



LEE COUNTY
S O U T H W E S T F L O R I D A

PROJECT NO.: Q-110236

OPEN DATE: July 5, 2011

AND TIME: 2:30 P.M.

PRE-BID DATE: June 21, 2011

AND TIME: 10:00 A.M.

LOCATION: PROCUREMENT MANAGEMENT
1825 HENDRY ST. 3RD FLOOR
FT. MYERS, FL. 33901

NOTE NEW REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE LEE COUNTY PURCHASING (PROCUREMENT MANAGEMENT) WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

REQUEST FOR QUOTATIONS

(STEP TWO - PRICING)

TITLE: VEHICLE REPAIR PARTS FOR FLEET MANAGEMENT

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PROCUREMENT MANAGEMENT

MAILING ADDRESS
P.O. BOX 398
FORT MYERS, FL 33902-0398

PHYSICAL ADDRESS
1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

BUYER: CHRIS JEFFCOAT, CPPB
PURCHASING AGENT
PHONE NO.: (239) 533-5450
EMAIL: cjeffcoat@leegov.com

GENERAL CONDITIONS

NOTE NEW REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE LEE COUNTY PURCHASING (PROCUREMENT MANAGEMENT) WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

Sealed Quotations will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until 2:30pm on the date specified on the cover sheet of this “Request for Quotations”, and opened immediately thereafter by the Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-5450.

1. **SUBMISSION OF QUOTE:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
 - 1. Marked with the words “Sealed Quote”
 - 2. Name of the firm submitting the quotation
 - 3. Title of the quotation
 - 4. Quotation number

- b. The Quotation shall be submitted in duplicate as follows:
 - 1. The original consisting of the Lee County quote forms completed and signed.
 - 2. A copy of the original quote forms for the Director.
 - 3. A second copy of the original quote forms for use by the requesting department.

- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as “Sealed Quote”, please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
 - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.

2. Warranties and guarantees against defective materials and workmanship.
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".
- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Procurement Management prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the quote **shall** remain the property

of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equal quality. However, if a product other than that specified is quoted, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation will require a specific product only, as stated in the detailed specifications.)

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the quote all necessary permits and/or licenses required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.

5. **WARRANTY/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this quote shall be warranted by the vendor to be free from defects and fit for the intended use.

6. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

7. **BIDDERS LIST MAINTENANCE**

A bidder should respond to “Request for Quotations” in order to be kept on the Bidder’s List. Failure to respond to three different “request for quotations” may result in the vendor being removed from the Bidder’s List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the quote receipt deadline.
- b. Submission of a “no bid” notice prior to the quote receipt deadline.

8. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this quote.

Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor’s services.

9. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, shall file with the County's Procurement Management Director or Public Works Director a written "Notice of Intent to File a Protest" not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the County with respect to the proposed award of the formal bid/quote/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document shall state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Procurement Management Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/quote/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed.

Any contractor/vendor/firm submitting the County's standard bond form (CMO: 514), along with the bid/quote/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed “Notice of Intent to File a Protest”, the Procurement Management Director or Public Works Director (as appropriate) may abate the award of the formal bid/quote/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/quote/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm’s Protest, or as soon as may be practicable for all parties. The “Notice of Intent to File a Protest” shall serve as the grounds for the affected party’s presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide an opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/quote/proposal solicitations shall set forth the following statement:

“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”

10. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

11. **QUALIFICATION OF QUOTERS** (unless otherwise noted)

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

12. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

13. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

14. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

15. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any quote and a part of these specifications that the submission of any quote in response to this request constitutes a quote made under the same conditions, for the same price, and for the same effective period as this quote, to any other governmental entity.

16. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this quote from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this quote, whether through size, complexity, or dollar value.

c) **Disadvantaged Business Enterprises (DBE's)**

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from a Disadvantaged Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

d) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available

relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to ensure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

17. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

18. **DRUG FREE WORKPLACE**

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or

contractual services, a quote/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

19. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

20. **TERMINATION**

Any agreement as a result of this quote may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Procurement Management Director may immediately terminate any agreement as a result of this quote for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal quote/proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Procurement Management.

21. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a quote/proposal are subject to public disclosure and will **not** be afforded confidentiality.

22. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are ***not*** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the

selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

23. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
VEHICLE REPAIR PARTS FOR
FLEET MANAGEMENT
(STEP TWO – PRICING)**

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

NOTE NEW REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE LEE COUNTY PURCHASING (PROCUREMENT MANAGEMENT) WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

The undersigned acknowledges receipt of Addenda numbers: _____

IN ORDER FOR YOUR QUOTE TO BE CONSIDERED, VENDORS SHOULD COMPLETE AND RETURN PAGES 13 through 17 and ATTACHMENT “A” (6 PAGES). ATTACHMENT “A” CAN BE FOUND AT THE BACK OF THIS PACKAGE. BIDDERS MUST PROVIDE A DISCOUNT FOR EACH OF THE 15 CATEGORIES LISTED BELOW.

SPECIFY DISCOUNT OFF PUBLISHED MANUFACTURER'S SUGGESTED LIST PRICE SCHEDULE AND THE MANUFACTURER(S) TO BE UTILIZED FOR EACH CATEGORY:

*See page 21 for list of manufacturers with acceptable quality or grade of parts for Fleet

1) BELTS & HOSES _____% DISCOUNT
MANUFACTURER(S)_____

2) IGNITION & WIRE _____% DISCOUNT
MANUFACTURER(S)_____

- 3) EMISSIONS, CARBURETOR, FUEL INJECTION & EXHAUST _____% DISCOUNT
MANUFACTURER(S)_____
- 4) BRAKES, HARDWARE & LININGS _____% DISCOUNT
MANUFACTURER(S)_____
- 5) DRIVETRAIN & CHASSIS _____% DISCOUNT
MANUFACTURER(S)_____
- 6) EXHAUST COMPONENTS _____% DISCOUNT
MANUFACTURER(S)_____
- 7) ELECTRICAL (MOTOR, SWITCHES, ETC.) _____% DISCOUNT
MANUFACTURER(S)_____
- 8) FILTERS, OIL, AIR, ETC. _____% DISCOUNT
MANUFACTURER(S)_____
- 9) AUTOMOTIVE BEARINGS _____% DISCOUNT
MANUFACTURER(S)_____
- 10) SEALS (GREASE & OIL SEALS) _____% DISCOUNT
MANUFACTURER(S)_____
- 11) GENERAL SERVICE LINE (AUTOMOBILE & TRUCK ACCESSORIES, EQUIPMENT, BULBS, LIGHTS & LENSES) _____% DISCOUNT
MANUFACTURER(S)_____
- 12) CHEMICALS (SPRAY LUBRICANTS, CLEANERS, ETC.) _____% DISCOUNT
MANUFACTURER(S)_____

13) HEATING & COOLING COMPONENTS
(COMPRESSORS, RADIATORS, ETC.) _____% DISCOUNT

MANUFACTURER(S)_____

14) SPEED CONTROL AND GUAGES _____% DISCOUNT

MANUFACTURER(S)_____

15) MISCELLANEOUS SHOP SUPPLIES
(GLOVES, BATTERIES, ETC.) _____% DISCOUNT

MANUFACTURER(S)_____

OPTION A:

SPECIFY ALL OTHER PRODUCT LINES NORMALLY CARRIED AND
CORRESPONDING DISCOUNTS BELOW. (ATTACH ADDITIONAL SHEET IF
NECESSARY.)

_____	_____% DISCOUNT

TO BE DELIVERED WITHIN _____CALENDAR DAYS AFTER
RECEIPT OF AWARD AND PURCHASE ORDER.

WILL YOU DELIVER WITH OWN VEHICLE VERSUS COMMON CARRIER

YES _____ NO _____

If answer is "NO" please explain: _____

Is your firm interested in being considered for the Local Vendor Preference?

Yes _____ No _____

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications?

Yes _____ No _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME

BY (Printed):

BY (Signature):

TITLE:

FEDERAL ID # OR S.S.#

ADDRESS:

PHONE NO.:

FAX NO.:

CELLULAR PHONE/PAGER NO.:

DUNS #:

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER:

E-MAIL ADDRESS:

REVISED: 4/16/10

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR VEHICLE REPAIR PARTS
FOR FLEET MANAGEMENT
(STEP 2 – PRICES)**

SCOPE

The purpose of Step Two of this quotation is to obtain pricing information, as requested on the Proposal Price Form, from pre-qualified vendors, in order to establish a contract for vehicle parts and related services for the maintenance of Lee County's automobiles and light/medium duty trucks.

SUBMITTALS

After opening, if requested by Lee County, vendors shall agree to provide manufacturer's suggested list price schedules and/or parts books for any parts category listed herein.

QUALITY OF PARTS

The awarded vendor shall supply first quality parts from a national manufacturer, which meet or exceed OEM specifications, and comply with all requirements detailed herein and in Step One. See page 21 for a list of manufacturers that have the level or quality of parts that are acceptable to Fleet Management.

PRODUCT LINE CHANGE ASSISTANCE

In the event of a product line brand change over the term of the quote (i.e., a switch in the brand of filter line provided); the awarded vendor(s) shall provide properly trained personnel to assist Fleet Management in the brand and part number switchover in Fleet's system which will become necessary as a result of the changes.

BASIS OF AWARD

The quotation will then be awarded to the vendor meeting specifications, offering Lee County the lowest grand total per attachment "A" and awarded at Lee County's sole discretion. The discounts quoted on Attachment A will be applied across the board to that entire category (i.e. if a 20% discount is offered for belts on Attachment A, that discount will be applied to all belts purchased on this quote regardless of vehicle make and model).

Lee County reserves the right, at the Purchasing Director's discretion, not to award certain items listed on the Proposal Price Form.

Lee County reserves the right to reject unbalanced quotes (a quote where a normally low cost item is priced well out of the normal range).

ATTACHMENT "A"

To aid in the evaluation of the discounts offered and to demonstrate or compare actual purchase costs, vendors must complete and return Attachment A with Step Two. Attachment A can be found at the back of this package.

On Attachment A vendors should indicate the manufacturer and part number to fit each part description listed. Vendors should also list the part price from the published manufacturer's list price schedule, the appropriate part category discount, as indicated on the Proposal Price Form, and Lee County Fleet's price for the total quantity of parts listed in the "QUANTITY" column of each category.

OPTION "A"

In addition to the parts categories listed on the Proposal Price Form, vendors should specify all other product lines they normally carry and indicate the corresponding discounts offered from the manufacturer's suggested list price schedule for each category.

These categories (Option "A") will not be evaluated for award, but may at Lee County's option, be included in the award.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your quotation package. It must be signed and notarized. Failure to include this affidavit with your quote will delay the consideration and review of your submission; and could result in your quote response being disqualified.

LOCAL BIDDER'S PREFERENCE

Note: In order for your firm to be considered for the local vendor preference, you must complete and return the attached "Local Vendor Preference Questionnaire" with your quotation.

The Lee County Local Bidder's Preference Ordinance No. 08-26 is being included as part of the award process for this project. As such, Lee County at its sole discretion, may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

"Local Contractor / Vendor" shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is

located within the boundaries of Lee/Collier County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier County sufficient to constitute a present ability to perform the service or provide the goods.

The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and fitness of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods or services when making an award in the best interests of the County.

**ACCEPTABLE MANUFACTURES FOR LEE COUNTY FLEETS
AFTERMARKET PARTS BID**

The following manufacturers have the quality or grade that will be accepted for the parts quote.

All parts shall meet or exceed OEM specifications

AC Delco	Felpro
A-one Cardone	Gates
Airtec	Global
Baldwin	Goodyear
Borg warner	Modine
Bendix	Moog
Centric	Motorcraft
Cole Hersee	Raybestos
Dana	Rayloc
Denso	Spectra
Dorman	Standard
Echlin	Victor
Endurance	Wagner
Federal Mogul	

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: _____ PROJECT NAME: _____

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature

Title

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by _____ who has produced (Print or Type Name) _____ as identification. (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

ATTACHMENT A
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 08-26)

Instructions: Please complete either Part A or B whichever is applicable to your firm

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE/COLLIER COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee/Collier County)

- 1. What is the physical location of your principal place of business that is located within the boundaries of Lee/Collier County, Florida?**

- 2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)**

PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE/COLLIER COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE/COLLIER COUNTY (Please complete this section.)

1. How many employees are available to service this contract? _____

2. Describe the types, amount and location of equipment you have available to service this contract.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types, amount and location of material stock that you have available to service this contract.

4. Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive three years?

Yes _____ No _____

If yes, please provide your contractual history with Lee County for the past three, consecutive years. Attach additional pages if necessary.

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal.
Please check off each of the following items as the necessary action is completed:

- ___ 1. The Quote has been signed.
- ___ 2. The Quote prices offered have been reviewed.
- ___ 3. The price extensions and totals have been checked.
- ___ 4. The original (must be manually signed) and 1 additional copy of the quote has been submitted.
- ___ 5. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- ___ 6. All modifications have been acknowledged in the space provided.
- ___ 7. All addendums issued, if any, have been acknowledged in the space provided.
- ___ 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- ___ 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- ___ 10. Any Delivery information required is included.
- ___ 11. Affidavit Certification Immigration Signed and Notarized
- ___ 12. The mailing envelope has been addressed to:

MAILING ADDRESS

Lee County Procurement Mgmt.
P.O. Box 398 or
Ft. Myers, FL 33902-0398

PHYSICAL ADDRESS

Lee County Procurement Mgmt.
1825 Hendry St 3rd Floor
Ft. Myers, FL 33901

- ___ 13. The mailing envelope **MUST** be sealed and marked with:
Quote Number
Opening Date and/or Receiving Date
- ___ 14. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)
- ___ 15. If submitting a "NO BID" please write quote number here _____
and check one of the following:
 - ___ Do not offer this product ___ Insufficient time to respond.
 - ___ Unable to meet specifications (why)
 - ___ Unable to meet bond or insurance requirement.

Other: _____

Company Name and Address:

ATTACHMENT "A"

VEHICLE: 2007 F150 XLT W/AIR 6LUG

Engine Size: 4.6 ENGINE 4X2 GVW 6700

MANUFACTURER	PART NUMBER	PART DESCRIPTION	LIST PRICE	DISCOUNT	FLEET'S PRICE	QUANTITY PER YEAR	FLEET'S TOTAL
		OIL FILTER CATEGORY 8				920	
		RADIATOR 1" CORE CATEGORY13				6	
		NON-LOCKING GAS CAP CATEGORY 3				49	
		FRONT WHEEL HUB CATEGORY 9				11	
		LOWER BALL JOINT CATEGORY 5				24	
		ALTERNATOR (Reman) CATEGORY 7				7	
		FRONT BRAKE PADS CATEGORY 4				54	
		IGNITION COIL CATEGORY 2				47	
		STARTER (New) CATEGORY 7				9	
		HEADLIGHT BULB CATEGORY 11				13	
		WATER PUMP (Reman) CATEGORY 13				7	
		SERPENTINE BELT CATEGORY 1				11	
		(TPS) SENSOR CATEGORY 14				10	
		VEHICLE GRAND TOTAL					

Company Name

Signature

Date