



REQUEST FOR QUOTE

Date: 06/07/2013

From: Adam Northrup, Procurement Strategist
(239) 252 - 6098 (Telephone)
239) 252 - 6302 (FAX)
adamnorthrup@colliergov.net (Email)

To: Prospective Vendors

Subject: Solicitation: 13-6071 – Locksmith Hardware, Parts and Equipment

As requested by the Facilities Management Department, the Collier County Board of County Commissioners Purchasing Department has issued this Request for Quotes, "RFQ", for the purpose of obtaining fair and competitive responses in accordance with the terms, conditions and specifications stated herein.

All questions regarding this ITB must be submitted online on the Collier County Purchasing Department Online Bidding System website: www.colliergov.net/bid. All responses to questions will be posted on the website with electronic notification to all prospective vendors.

All solicitation responses must be made on the official ITB response form included and only available for download from the Collier County Purchasing Department Online Bidding System website noted herein. **ITB Documents obtained from sources other than Collier County Purchasing may not be accurate or current.**

We look forward to your participation in Collier County's competitive procurement process.

c: Jennifer Cooper



Purchasing Department • 3327 Tamiami Trail East • Naples, Florida 34112-4901 • www.colliergov.net/purchasing



Public Notice

Sealed bid responses for **Solicitation 13-6071 – Locksmith Hardware Parts and Equipment**, will be received electronically only at the www.colliergov.net/bid until **3:00PM, Collier County local time on 06/20/2013**. Solicitation responses received after the stated time and date will not be accepted.

Solicitation 13-6071 – Locksmith Hardware Parts and Equipment

The Collier County Purchasing Department is requesting quotation responses from interested and qualified firms to supply/provide Locksmith hardware, parts and equipment.

All solicitation responses must be made on the official ITB response form included and only available for download from the Collier County Purchasing Department Online Bidding System website noted herein **ITB Documents obtained from sources other than Collier County Purchasing may not be accurate or current.**

No late quotation responses will be accepted.

Any firm who is a recipient of County funds, or who proposes to perform any work or furnish any goods under this RFQ shall not discriminate against any worker, employee or applicant or any member of the public based on age, race, color, sex, religion, national origin, disability or marital status, nor otherwise commit an unfair employment practice.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

BY: /S/ Joanne Markiewicz
Interim Purchasing and General Services Director



Purchasing Department • 3327 Tamiami Trail East • Naples, Florida 34112-4901 • www.colliergov.net/purchasing

Exhibit I: Scope of Work, Specifications and Response Format

Scope of Work: The Department of Facilities Management seeks a contractor to provide locksmith hardware, parts and equipment for repair and replacement of all types of locks in County owned and occupied facilities.

Pricing for the following lock manufacturers are requested.

Adams-Rite
American Lock
Command Access
Compx
Corbin Russin
Detex
Don-JO
Door-O-Matic
HES
HPC
ILCO
Ingersoll-Rand
Kaba Simplex
LAB
LCN
Locknetics
Mag Security
Major
Masterlock
Norton
Olympus Lock
Rixson
Rytan
S. Parker
Sargent
Schlage
Securitron
Security & Safety
Simplex
Southern Folger
Von Duprin

Award Criteria

RFQ award criteria is as follows:

- Award shall be based upon the responses to all questions on the Vendor Response Page(s).
- Further consideration may include but not be limited to, references, completeness of bid response and past performances on other County bids/projects.
- The County's Purchasing Department reserves the right to clarify a vendor's proposal prior to the award of the solicitation.

- It is the intent of Collier County to award to the lowest, qualified and responsive vendor(s) in accordance with the following methodology on Attachment 4: Bid Schedule.
 1. Section 1: Report percentage off list/retail pricing for each manufacturer listed.
 2. Section 2: Using the discounts provided in section 1, provide discounted pricing in column H, "Discounted Price" for the products listed in lines 37-53. Also, provide Distributor ID number and List price.
 3. The discounted pricing will automatically be multiplied by our estimated usage in column D, "QTY", to yield your "BID COST" for each line item, in column I.
 4. Report line 54, BID TOTAL, on Attachment 1: Vendor Response Form.
 5. The lowest qualified, responsive, vendor's BID TOTAL will be awarded the bid
- Collier County reserves the right to select one, or more than one suppliers, however, it is the intent to select a primary and secondary vendor. Secondary vendor will be utilized when products are not available from the primary vendor or the primary vendor is unwilling or unable to deliver products on the requested timeline.
- The contract will be in the form of a standard County Purchase Order.

Term of Contract

The contract term, if an award(s) is/are made is intended to be for one (1) year with three (3) one (1) year renewal options.

Prices shall remain firm for the initial term of this contract. Price adjustments are dependent upon the consumer price index (CPI) over the past twelve (12) months, budget availability and program manager approval.

Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

Projected Timetable

Event	Date
Issue Solicitation Notice	06/07/2013
Last Date for Receipt of Written Questions	06/17/2013, 3:00PM
Solicitation Deadline Date and Time	06/20/2013, 3:00PM
Anticipated Award Date	Week of 06/24/2013

Instructions:

1. **Complete bid schedule (Attachment 4) with all requested discounts and pricing information, and report Line 54 on Attachment 1. Complete requested information on all forms and submit attachments 1 through 4 by the date and time specified in the Public Notice.** This will constitute your acceptance of the specifications, terms and conditions as listed. If taking exception to any part or section of this request for information/quotation, please indicate such exceptions on a separate sheet entitled "Exceptions."
2. Your quote may not be accepted unless all requesting information is furnished.
3. The Collier County Purchasing Department reserves the right to reject any and all quotes.

4. All quotations must be made on the quotation form furnished by the County. No quote will be considered unless the quotation form is properly signed.
5. As a result of any purchase order issued as a result of this quote, the supplier agrees:
 - a. To accept the following Collier County payment options:
 - i. Traditional – payment by check, wire transfer or other cash equivalent.
 - ii. Standard – payment by purchasing card. Collier County’s Purchasing Card Program is supported by standard bank credit suppliers (i.e. VISA and MasterCard), and as such, is cognizant of the Rules for VISA Merchants and MasterCard Merchant Rules. The County may not accept any additional surcharges (credit card transaction fees) as a result of using the County’s credit card for transactions relating to this solicitation.

- b. To submit invoices according to documentation received on the purchase order to:
Board of County Commissioners
Clerk’s Finance Department
ATTN: Accounts Payable
3299 Tamiami Trail E Ste 700
Naples FL 34112
Or, email to bccapclerk@collierclerk.com

Payments will be made for articles and/or services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of “laches” as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

In instances where the successful contractor may owe debts (including, but not limited to taxes or other fees) to Collier County and the contractor has not satisfied nor made arrangement to satisfy these debts, the County reserves the right to off-set the amount owed to the County by applying the amount owed to the vendor or contractor for services performed or for materials delivered in association with a contract.

6. All State Certified contractors who may need to pull Collier County permits or call in inspections must complete a Collier County Contractor License registration form and submit the required fee. After registering the license/registration will need to be renewed thereafter to remain “active” in Collier County.
7. If required, Vendor / Contractor / Proposer shall be responsible for the costs of providing background checks by the Collier County Facilities Management Department, and drug testing for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.

Exhibit II: Standard Purchase Order Terms and Conditions

1. Offer

This offer is subject to cancellation by the COUNTY without notice if not accepted by VENDOR within fourteen (14) days of issuance.

2. Acceptance and Confirmation

This Purchase Order (**including all documents attached to or referenced therein**) constitutes the entire agreement between the parties, unless otherwise specifically noted by the COUNTY on the face of this Purchase Order. Each delivery of goods and/or services received by the COUNTY from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added and Purchase Order may not be changed except by written instrument executed by the COUNTY. VENDOR is deemed to be on notice that the COUNTY objects to any additional or different terms and conditions contained in any acknowledgment, invoice or other communication from VENDOR, notwithstanding the COUNTY'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

3. Inspection

All goods and/or services delivered hereunder shall be received subject to the COUNTY'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

To the extent that a purchase order requires a series of performances by VENDOR, the COUNTY prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are non-conforming or otherwise rejected by the COUNTY.

4. Shipping and Invoices

a) All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of delivery; provided that risk of loss prior to

actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.

- b) No charges will be paid by the COUNTY for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.
- c) All shipments of goods scheduled on the same day via the same route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each car load of equipment. The COUNTY reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.
- d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of County Commissioners Purchasing Policy.

5. Time Is Of the Essence

Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the COUNTY in its sole judgment, shall entitle the COUNTY to seek all remedies available to it at law or in equity. VENDOR agrees to reimburse the COUNTY for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services

is not a waiver of the COUNTY'S right to insist upon further compliance with all specifications.

6. Changes

The COUNTY may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the COUNTY and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

7. Warranties

VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by the COUNTY, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the COUNTY.

8. Statutory Conformity

Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

9. Advertising

No VENDOR providing goods and services to the COUNTY shall advertise the fact that it has contracted with the COUNTY for goods and/or services, or appropriate or make use of the COUNTY'S name or other identifying marks or property without the prior written consent of the COUNTY'S Purchasing Department.

10. Indemnification

VENDOR shall indemnify and hold harmless the COUNTY from any and all claims, including claims of negligence, costs and expenses,

including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the COUNTY or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

11. Warranty of Non-Infringement

VENDOR represents and warrants that all goods sold or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

VENDOR shall indemnify and hold harmless the COUNTY from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the COUNTY'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).

If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the COUNTY'S option, procure for the COUNTY the right to continue using the goods or services, or replace or modify the goods or services so that they become non-infringing, (without any material degradation in performance, quality, functionality or additional cost to the COUNTY).

12. Insurance Requirements

The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

13. Compliance with Laws

In fulfilling the terms of this Purchase Order, VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans' status. Further, VENDOR acknowledges and

without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the COUNTY as a material and substantial breach of the contract arising from this Purchase Order.

14. Force Majeure

Neither the COUNTY nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the COUNTY.

15. Assignment

VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the COUNTY. Any assignment made without such consent shall be deemed void.

16. Taxes

Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

17. Annual Appropriations

The COUNTY'S performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

18. Termination

This Purchase Order may be terminated at any time by the COUNTY upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the COUNTY for breach by VENDOR of the terms and conditions of this Purchase Order, provided that COUNTY has provided VENDOR with notice of

such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

19. General

- a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and conditions of this Purchase Order shall be the Twentieth Judicial Circuit in and for Collier County, Florida
- b) Failure of the COUNTY to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the COUNTY by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.
- c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.
- d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees and authorized persons.
- e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the County and/or provide the greatest protection to the County shall govern.



Attachment 1: Vendor Response Form

FROM: _____

Board of County Commissioners
Collier County Government Center
Naples, Florida 34112

RE: Solicitation: 13-6071 – Locksmith Hardware, Parts and Equipment

Dear Commissioners:

The undersigned, as Vendor, hereby declares that the specifications/Scope of Work, and terms and conditions have been fully examined and the Vendor is fully informed in regard to all conditions pertaining to the work to be performed. The Vendor further declares that the only persons, company or parties interested in this RFQ or the Contract to be entered into as principals are named herein; that this RFQ is made without connection with any other person, company or companies submitting a RFQ; and it is all respects fair and in good faith, without collusion or fraud.

The Vendor proposes and agrees if this RFQ is accepted, to contract, either by a County issued purchase order or formal contract, to comply with the requirements in full in accordance with the terms, conditions and specifications denoted herein, according to the following unit prices:

54. BID TOTAL \$ _____

Any discounts or terms must be shown on the RFQ Response Form. Such discounts, if any, will be considered and computed in the tabulation of the RFQs. In no instance should terms for less than fifteen (15) days payment be offered.

Prompt Payment Terms: _____% _____ Days; Net ___ Days

Note: If you choose to respond to this RFQ manually, please submit one (1) ORIGINAL clearly labeled MASTER and one (1) COPY of your RFQ response pages.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 20 _____ in the County of _____, in the State of _____.

Firm's **Complete Legal Name** _____

Address _____

City, State, Zip _____

Florida Certificate of Authority _____

Locksmith Hardware, Parts and Equipment
RFQ # 13-6071

Document Number
(www.sunbiz.org/search.html)

Federal Tax Identification
Number

CCR # or CAGE Code

Telephone Number

FAX Number

Signature / Title

Type Name of Signature

Date

Additional Contact Information

Send Payments To: (REQUIRED ONLY if different from above)

Firm's **Complete Legal Name**

Address

City, State, Zip

Contact Name

Telephone Number

FAX Number

Email Address



Attachment 2: Affidavit for Claiming Status as a Local Business

Solicitation: 13-6071 – Locksmith Hardware, Parts and Equipment

(Check appropriate boxes below and complete the form in its entirety.)

State of Florida (Select County if Vendor is described as a Local Business

- Collier County
- Lee County

Vendor affirms that it is a local business as defined by the Purchasing Policy of the Collier County Board of County Commissioners and the Regulations Thereto. As defined in Section XI of the Collier County Purchasing Policy:

A "local business" is defined as a business that has a valid occupational license issued by either Collier or Lee County for a minimum of one (1) year prior to a Collier County RFQ or proposal submission that authorizes the business to provide the commodities or services to be purchased, and a physical business address located within the limits of Collier or Lee Counties from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of either Collier or Lee County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, the support and increase to either Collier or Lee County's tax base, and residency of employees and principals of the business within Collier or Lee County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their RFQ or proposal to be eligible for consideration as a "local business" under this section.

Year Business Established in Collier County or Lee County: _____

Number of Employees (Including Owner(s) or Corporate Officers): _____

Number of Employees Living in Collier County or Lee (Including Owner(s) or Corporate Officers): _____

If requested by the County, vendor will be required to provide documentation substantiating the information given in this affidavit. Failure to do so will result in vendor's submission being deemed not applicable.

Vendor Name: _____ Date: _____

Collier or Lee County Address: _____

Signature: _____ Title: _____

STATE OF FLORIDA: COLLIER COUNTY LEE COUNTY

Sworn to and Subscribed Before Me, a Notary Public, for the above State and County, on this _____ Day of _____, 20____.

Notary Public

My Commission Expires: _____

(AFFIX OFFICIAL SEAL)



Attachment 3: Vendor Substitute W – 9

In accordance with the Internal Revenue Service regulations, Collier County is required to collect the following information for tax reporting purposes from individuals and companies who do business with the County (including social security numbers if used by the individual or company for tax reporting purposes). Florida Statute 119.071(5) require that the county notify you in writing of the reason for collecting this information, which will be used for no other purpose than herein stated. Please complete all information that applies to your business and return with your quote or proposal.

1. General Information (provide all information)

Taxpayer Name _____ <i>(as shown on income tax return)</i>	
Business Name _____ <i>(if different from taxpayer name)</i>	
Address _____	City _____
State _____	Zip _____
Telephone _____	FAX _____ Email _____
<p>Order Information</p> Address _____ City _____ State _____ Zip _____ FAX _____ Email _____	<p>Remit / Payment Information</p> Address _____ City _____ State _____ Zip _____ FAX _____ Email _____

2. Company Status (check only one)

<input type="checkbox"/> Individual / Sole Proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Tax Exempt (Federal income tax-exempt entity under Internal Revenue Service guidelines IRC 501 (c) 3)	<input type="checkbox"/> Limited Liability Company	
Enter the tax classification <i>(D = Disregarded Entity, C = Corporation, P = Partnership)</i>		

3. Taxpayer Identification Number (for tax reporting purposes only)

Federal Tax Identification Number (TIN) _____ <i>(Vendors who do not have a TIN, will be required to provide a social security number prior to an award of the contract.)</i>
--

4. Sign and Date Form

Certification: *Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.*

Signature _____	Date _____
Title _____	Phone Number _____

