

INVITATION TO BID
City of Lake Wales
BID NO. 09-176

Notice is hereby given that the City of Lake Wales, Florida, will accept sealed bids until **2:00 p.m. (local time), Tuesday, June 2 2009**, for the following project:

VEHICLE SPARE PARTS

BID NO. 09-176

At **2:30 p.m. (local time), Tuesday, June 2, 2009**, the bids will be opened and read aloud in the City Commission Chambers at the City of Lake Wales City Administration Building Hall located at

201 West Central Avenue
Lake Wales, Florida

Please submit one (1) original and two (2) copies of your bid in a sealed envelope reflecting on the outside thereof the bidder's name and "**Vehicle Spare Parts #09-176**". The City will consider all bids properly submitted prior **to the proposal deadline, 2:00 p.m. EDT on Tuesday, June 2, 2009**.

The City of Lake Wales shall be the sole judge of the bid and the resulting agreement that is in its best interest and its decision shall be final. All bidding and award procedures undertaken by the City in regard to this project shall be consistent with the City's adopted procurement procedures.

All persons and firms wishing to submit bids **must** obtain a complete copy of the Invitation to Bid document and submit a City of Lake Wales Vendor Application, a W-9 and a current Public Entity Crime Statement with their response. Prospective Bidders are asked to download the complete bid package along with the application, W-9 and Public Entity Crime Statement at the following web address: www.cityoflakewales.com.

All bids should be addressed as follows:

City of Lake Wales
Attention: Bonnie Hodge, Purchasing Agent
201 West Central Avenue
Lake Wales, FL 33853

City of Lake Wales
City Council
Anthony G. Otte, City

INTRODUCTION – Fleet Maintenance at the City of Lake Wales, Florida, services the vehicles owned by the City. In the process of vehicle service, approximately \$90,000 worth of spare parts are purchased in a year’s time from various parts houses. The City, with this bid, will contract with various parts houses for special discount pricing on new or remanufactured spare parts for heavy and light duty trucks, automobiles, and police vehicles. This bid does not include tires.

DISCOUNTS: Bidders are encouraged to reflect trade discounts in the unit prices quoted; however, bidders may offer a discount for prompt payment. Prompt payment discounts will not be considered in the bid award. However, every effort will be made to take the discount within the time offered.

SUPPLY REQUIREMENTS: The contractor shall be able to deliver all items, which may be requested during the contract term in accordance with the terms and conditions of this bid. In the event the contractor cannot supply any item for any reason, it will be the contractor's responsibility to temporarily supply another item of equivalent quality at contract prices as an emergency measure, subject to prior approval of the City of Lake Wales Purchasing. Determination of equivalency of the item shall be the responsibility of the City, whose decision shall be final. If requested, sufficient time will be allowed the contractor to acquire adequate stock after award is made; such time may not exceed 30 days from the notice of award.

SPECIFICATIONS:

Only those parts houses that can meet the following will be considered for an award:

- Have a branch within 20 miles of the City of Lake Wales**
- Delivers at no additional charge**
- Receives special orders overnight**
- Warrants spare parts as meeting OEM specs.**
- Parts carry a manufacturer’s warranty**

Does your company comply? _____ YES _____ NO

PRICES – Only one industry-wide price increase is allowed per calendar year (one set of new price lists must be supplied). The discount offered the City cannot become less. The Suggested List Price must be on all packing lists along with the City’s price. Manufacturer’s price list must be supplied with the bid response, either on paper or CD-ROM.

BRANDS – On your schedule of items, please list the brands your store carries, the price list date and number and the discount from manufacturer’s suggested list price for each lot.

CORES – Core charges are not to be invoiced. All cores will be held at the City of Lake Wales Fleet Maintenance facility. Cores are to be picked up weekly from Fleet Maintenance, located at 125 E. Crystal Avenue in Lake Wales.

INVITATION TO BID FORM - All bids should be submitted with **one (1) complete original bid and two (2) complete photocopies in a sealed envelope**, with the following information on the outside of the envelope: **bid number, date and time of bid opening, and Company name in order to be considered in the award.**

AWARD - Award will be made on an “All-or-None Per Lot” or “Item-By-Item” basis. Each lot and/or item will be looked at independently of other lots and/or items to determine which vendor

will be awarded or if the award will be made at all. The City of Lake Wales reserves the right to award to more than one vendor.

YEARLY CONTRACTS - Purpose and Scope: To establish an indefinite quantity, firm fixed price contract to be used as the primary source for the commodities or services listed on the schedule of items. Commodities or services will be ordered from time to time in such quantities as may be needed to fill any requirements of the City of Lake Wales. As it is impossible to determine the precise quantities that may be needed the contractor is obligated to deliver any of the items or combination of items contracted for in accordance with the General and Special Conditions of this bid.

1. **Term of Contract** - The effective period of contract resulting from this bid will be **July 1, 2009 through June 30, 2009**. The City of Lake Wales shall have the option to renew this bid up to two (2) additional one (1) year terms upon written notice to and acceptance by the contractor.

Delivery Requirement - Delivery will be made within 2 hours to the "Ship To" address specified on each order, unless a special order.

Placement of Orders - The following office may issue purchase orders against any contract resulting from this bid:

City of Lake Wales Purchasing Department

Orders will be placed using one of the following:

1. Purchase order for fixed quantities and one delivery.
2. Blanket purchase order for items covered by the contract, which will be ordered on an "as needed" basis. Authorization to ship items must be in a verbal or written form.
3. Online purchasing is preferred. Please include website information.

Urgent Requirements - In the case of a bona fide emergency and the contractor cannot meet the delivery requirement, the City of Lake Wales reserves the right to order from any vendor that can meet such delivery requirement. This provision will not be used to circumvent the intent of the contract.

Please complete the following sections. The information may be considered a factor in the award of this bid.

Minimum acceptable dollar amount for orders placed under this agreement \$ _____

Local telephone number _____

Store Account Manager

Deliveries will normally be made as follows:

Vendor Owned Equipment

Servicing Warehouse that will make deliveries:

Name of Manager

Address

Telephone Number Fax Number

To place verbal orders:

Customer Service Rep

telephone number

Website _____

OTHER PURCHASERS – With the consent and agreement of the successful bidder(s) purchases may be made under this ITB by other state universities, community colleges, district school boards, other educational institutions, and other governmental agencies within the state of Florida. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation as provided in Rule 6C1-3.020 (5)(f) 3 Fla. Admin. Code.

CANCELLATION – City of Lake Wales, by written notice, may terminate in whole or in part any purchase order resulting from this Invitation to Bid, when such action is in the best interest of the City. If the purchase order is terminated, the City shall be liable only for payment of services rendered prior to the effective date of the termination. Services rendered will be interpreted to include the cost of items already delivered, plus the reasonable cost of supply action short of delivery.

RIGHT TO TERMINATE - In the event that any of the provisions of a contract resulting from the bid award are violated by the successful bidder, the City of Lake Wales may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract, and unless within ten (10) days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction are made, the contract shall, upon expiration of said ten (10) days, cease and terminate, but the liability of such bidder and his surety for any and all such violations(s) shall not be affected by any such termination.

QUESTIONS – Any questions regarding this Invitation to Bid must be in writing and directed to Bonnie Hodge, hodgeb@cityoflakewales.com, Purchasing Agent.

AVAILABILITY OF FUNDS - The City of Lake Wales' performance and obligation to pay under this contract is contingent upon an annual appropriation by the City Commission.

AS SPECIFIED - A purchase order will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will be returned to the vendor, at no expense to the City, and vendor will be required to deliver items meeting specifications or be held in default in accordance with General Condition #22 of this bid.

F.O.B. POINT – The F.O.B. Point shall be destination. Exact delivery point will be indicated on the Purchase Order.

WARRANTY - The successful bidder shall furnish factory warranty on all equipment furnished against defect in material and/or workmanship. The factory warranty shall become effective on the date of delivery and acceptance by the University. Should any defect in material or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the University immediately upon

written notice from University Purchasing. The successful bidder will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or neglect by the University, acts of God, fires, floods, and hurricanes.

MATERIAL SAFETY DATA SHEET - In accordance with Chapter 442, Florida Statutes, if this purchase order involves the shipping of any item designated as a toxic substance such shipment must be accompanied by a Material Safety Data Sheet (MSDS). A toxic substance is defined as any chemical substance or mixture in gaseous, liquid or solid state, if such substance appears on the "Florida Substance" List promulgated by the Department of Labor and Employment Security; is manufactured, produced, used, applied or stored in the workplace; and causes a significant risk to safety or health during, or as a proximate result of, any customary or reasonable foreseeable handling or use. The MSDS must be maintained by the user agency and must include the following information:

A. The Chemical name and the common name of the toxic substance.

The hazards or other risks in the use of the toxic substance, including:

The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

The primary routes of entry and symptoms of overexposure.

The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

The emergency procedure for spills, fire, disposal, and first aid.

A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, Florida 32301-5014, Telephone: 1-800-367-4378.

INSURANCE – NON-CONSTRUCTION – The Contractor shall purchase from and maintain with a company or companies, lawfully authorized to do business in Florida and acceptable to the University, such insurance as will protect the Contractor from claims arising out of or resulting from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Contractor shall file with the University Certificates of Insurance prior to the commencement of the work and shall file certificates of insurance evidencing the renewal of such policies at least thirty (30) days prior to the date the each applicable insurance policy is scheduled to expire.

Contractors Liability Insurance - The Contractor shall provide the ISO Commercial General Liability policy for general liability coverage's for limits of not less than of \$500,000 per

occurrence. Coverage's shall be maintained without interruption from date of commencement of work until date of final payment.

Worker's Compensation - The Contractor shall secure and maintain for the life of this Agreement, valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.

Automobile Liability - The Contractor shall secure and maintain during the life of this Agreement, Automobile Liability insurance on all vehicles against bodily injury and property damage in the amount of at least, \$500,000 per occurrence.

CONTRACTOR SHALL IMPLEMENT - a drug-free workplace program in accordance with the requirements of Section 440.102, Florida Statutes.

SUMMARY OF SALES - The successful vendor agrees to furnish monthly to the City of Lake Wales a summary of total sales made under this contract.