LAKE COUNTY
FLORIDA

CONTRACT NO. 11-811A

For **Automobile, Bus, and Truck Replacement Parts**

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the Bid of **Parts Professional, NAPA** (hereinafter "Contractor") to supply **Automobile, Bus, and Truck Replacement Parts** to the County pursuant to County Proposal Number **11-0811** (hereinafter "ITB"), -closing dated May 18, 2011 and Contractor's May 13, 2011 ITB response thereto with all County ITB provisions governing.

Special Clauses:

Public Records
All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY.

Prohibition against Contingent Fees
The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

This Contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

This Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

The failure of any party hereto at any time to enforce any of the provisions of this Contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Contract.

During the term of this Contract the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance.

A copy of the Contractor's signed Proposal is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **July 5, 2011** through **July 4, 2012** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Proposal.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Roxanne Johnson
Senior Contracting Officer

Date: July 5, 2011

Distribution: Original-Bid File
Copy-Contractor
Copy-Fleet

LAKE COUNTY
FLORIDA

INVITATION TO BID (ITB)

AUTOMOBILE, BUS AND TRUCK REPLACEMENT PARTS

ITB Number:	11-0811	**Contracting Officer:**	Roseann Johnson
Bid Due Date:	May 18, 2011	**Pre-Bid Conf. Date:**	Not applicable for this ITB
Bid Due Time:	3:00 pm	**ITB Issue Date:**	April 22, 2011

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable for this ITB
Certificate of Competency/License:	See Section
Indemnification/Insurance:	See Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable for this ITB

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service

☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: Parts Professional NAPA **Phone Number:** 352-787-3535

E-mail Address: jdisterhaupt@cox.net **Contact Person:** Jim Disterhaupt

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract for the purchase of automotive, bus, and truck parts that meet or exceed original equipment manufacturer (OEM) specifications and quality level for a mixed fleet of vehicles with diverse ages, operating under diverse condition in conjunction with the County's needs.

This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid.

Actual quantities used shall be those ordered by participating County offices as needs are determined by each office. Orders will be issued by phone, fax, purchasing card and/or purchase order throughout the contract period as said needs are determined. Parts ordered shall be on an as-required basis and shall include delivery of all products ordered at no additional costs. Lake County shall not be required to meet any minimum order requirements nor shall pay any restocking charge for returned goods.

If it is deemed to be in the best interest of the County, Lake County reserves the right to purchase specialty parts or products from suppliers other than the Contractor(s) awarded this contract.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the bid due date.

Roseann Johnson, CPM, CPPB, Senior Contracting Officer
Lake County BCC
Procurement Services office
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: rjohnson@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Procurement Services office.

Section 1.3: Method of Award in the County's Best Interests

Award of this contract will be made to the responsive, responsible vendor(s) which offers the lowest prices when the percentage discount offered by the vendor is compared against prices

listed in the jobber's price lists for selected items. Accordingly, **the vendor must submit its jobber's price lists with the initial offer in order to be considered eligible for award**. This requirement supersedes any other special condition in this solicitation which may allow a vendor to submit price lists during the offer evaluation period. These price lists must be common to, and accepted by, the industry in general. The selection of specific items for price evaluation shall be the sole prerogative of the County. This selection shall be based on the usage of these items by the County during prior contract years.

Note: A bid received from a vendor with documented unsatisfactory performance or unresolved problems with the County may not be considered for award.

All value added services will be considered in this award. Examples: E.D.I. ordering capabilities, providing software for placing orders and checking Vendor's inventory, the ability to transact electronic commerce, and Internet ordering and order inquiry. Preference may be given to contractor(s) with the above noted E Commerce capabilities.

Evaluation process will consist of various part numbers submitted in sealed envelopes from using departments prior to the bid opening. These part numbers will be compared to each bidding contractor parts price list and discounts to determine the best value. This process along with the above noted award information will determine award (s).

The Contractor guarantees that the prices covered by this contract shall be the lowest prices offered to any customer for similar goods/services during the period of this contract. If the Contractor offers lower prices or new rate plans for similar goods/services to any other customer during the contract period, then these lower prices shall be offered to Lake County, and the contract shall be modified accordingly.

Any bid proposal containing a modifying or "escalator" clause or a fuel surcharge will not be considered. The bid price for each item shall include all packing, handling, shipping charges and inside delivery (unless otherwise specified) to any point(s) within Lake County, Florida. Each item shall be priced separately.

Section 1.4: Pre-Bid Conference / Site Visits

Not applicable to this solicitation

Section 1.5: Term of Contract

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the U.S. Department of Labor, Bureau of Labor Statistics (http:///www.bls.gov), Product, Wage, Earnings and Benefits Calculators. It is the vendor's responsibility to request in writing any pricing adjustment under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment

The vendor(s) shall submit invoices to the County user department(s) after each individual purchase has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance (Purchase Over $25,000)

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: $ _____
Garage Keepers Liability at coverage value: $ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Deliveries

Deliveries shall be made within two (2) working days on orders for stock and within two (2) hours on emergency orders. Orders shall be so identified upon placement by participating offices. Deliveries shall be made to each location as indicated on each order. Delivery shall be accomplished between 8:00 a.m. and 5:00 p.m. on weekdays only, unless otherwise mutually agreed upon by the contracting parties. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver the required goods or services under a specific order in the number of days stated above, the County reserves the right to cancel the specific order under the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the specific order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract in its entirety for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

Emergency Orders (non disaster/ event):

If a County office places an emergency order and identifies the order as an emergency, the contractor shall deliver the order within two (2) business hours from the time the order was placed. If the contractor cannot deliver all of the requested items within the two (2) hour period, the contractor shall notify the ordering office by telephone within thirty (30) minutes from the time the order was placed of which item(s) cannot be delivered as required (this will also apply to regular stock orders). The ordering office shall then have the right to either cancel the entire order or the item(s) that cannot be delivered, and obtain the item(s) from another source(s). The ordering office may also negotiate with the contractor a revised delivery time acceptable to both sides.

Pick-ups: If deemed necessary, Lake County requires that the vendor have the ability to accommodate pick-ups at a facility within fifty (50) miles of Tavares, FL. Pick-ups must be available within one (1) hour after order placement.

Section 1.10.1: Shipping Terms, F.O.B. Destination- Inside Delivery

The F.O.B. point for any product ordered as a result of this solicitation shall be **F.O.B.: DESTINATION – INSIDE DELIVERY**. The title for each item will pass from the contractor to the County only after the County receives AND accepts each item. Delivery will not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County. Any transportation dispute shall be between the contractor and the carrier. The County will not consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

Section 1.10.2: Packing Slip/Delivery Ticket to Accompany Items During Delivery

The vendor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

Section 1.11: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

Section 1.12: Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

Section 1.13 Deliveries and Completion of Solicitation Response

Section 1.13.1: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Procurement Services office.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services office prior to the date and time established within the solicitation. A response will not be considered for award if received in the Procurement Services office after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name (ITB# 11-0811 Automotive, Bus and Truck Replacement Parts). Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800

TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13.2: Completion Requirements for Invitation to Bid

Two (2) signed original bids and three (3) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Procurement Services office no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid (Number)." Do not indicate bid prices on literature.

Specific Completion Directions:

- Pricing shall be completed as directed within Section 4.
- Include jobber price lists.
- Include any added value services such e-commerce capabilities.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.

- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

Section 1.14: Additional Facilities

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

Section 1.15: Additional Brands

Although this solicitation and resultant contract identifies specific brands to be purchased, it is hereby understood and agreed that additional brands for the same basic item may be added to this contract at the option of the County. If the pricing proposed by the vendor for the additional brands is considered to be fair and reasonable, then award may be made to the vendor through the issuance of a modification to the contract.

The incumbent vendor(s) has/have no exclusive right to provide these additional brand(s). The County may determine to obtain similarly structured pricing inputs from other vendors in response to situations where incumbent vendors do not provide for fair and reasonable pricing or for other reasons at the County's sole discretion.

Section 1.16: Administrative Reports

Consistent with the administrative needs of the County, certain relevant data regarding purchases of goods and/or services under County contracts is to be gathered and maintained. Accordingly, each vendor under this contract is to provide report(s) on a quarterly basis to the County as to the nature of the goods and/or services purchased from them by the County during the preceding three months. Each report shall include the quantity, description and unit price(s) of the goods and/or services.

The report(s) is to be submitted in writing to:
Lake County Fleet Management
Attn: Nikki Wright
315 W Main St., Suite 441
PO Box 7800
Tavares, Fl 32778-7800
Email: nwright@lakecountyfl.gov
Fax: 352.343.9473

Each report shall be submitted no later than fifteen (15) calendar days after the expiration of the third (3rd) month of each contract period. Failure to comply with this reporting requirement may be considered a breach of performance and subject to formal proceedings in that regard.

Section 1.19: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.20: Deletion of Facilities

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility (ies) when such service is no longer required during the contract period, upon fourteen (14) calendar day's written notice to the vendor.

Section 1.21: "Equal" Product

If a product or service requested by this ITB has been identified in the specifications by a brand name, and has not been notated as a "No Substitute" item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. Vendors offering an alternate product will be considered for award if such product is clearly identified in the bid or proposal and is determined by the County to fully meet the salient characteristic requirements listed in the specifications. An alternate product will not be considered for any item notated "No Substitute".

Unless the vendor clearly indicates in its bid or proposal that it is proposing an alternate product, the bid or proposal shall be considered as offering the same brand name referenced in the specifications.

If the vendor proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. The evaluation of the bid or proposal and the determination as to acceptability of the alternate product or service shall be the responsibility of the County and will be based upon information furnished by the vendor. The County will not be responsible for locating or securing any information which is not included in the bid or proposal. To ensure that sufficient information is available, the vendor shall furnish as part of

the bid or proposal all descriptive material necessary for the County to determine whether the product offered meets the salient characteristics required by the specifications.

Section 1.22: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.24: Local Office Shall be Provided in Central Florida

Offers will only be accepted from vendors which have facilities that are located in Central Florida (defined as Lake, Osceola, Orange, Seminole, Volusia, Marion, Polk, and Sumter counties). Vendors' maintaining an office within the geographic boundaries of Lake County is preferred. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

The County reserves the right to perform an inspection of the local office during the offer evaluation period, and any time during the term of the contract, and to use this inspection as a means for determining the vendor to which award will be made under this solicitation. The acceptability of the size, location, and overall functionality of the service facility shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County in this regard shall be final.

Section 1.25: Material Safety Data Sheet (MSDS)

It is a vendor responsibility to ensure that the County has received the latest version of any MSDS required by 29 CFR 1910.1200 with the first shipment of any hazardous material. Also, at any time the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

Section 1.26: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.27: Patents and Royalties

A. The Contractor, without exception, shall indemnify and hold harmless the County, its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article provided by the

Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the County's alteration of the article. The County will provide prompt written notification of a claim of copyright or patent infringement.

B. Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the County the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive full reimbursement of all monies paid to the Contractor). If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid proposal price(s) include all royalties and/or costs arising from the use of such design, device or materials in any way involved in the work.

C. The Contractor will defend, at its own expense, any action brought against the County to the extent that it is based on a claim that the article supplied by the Contractor under the contract infringes a patent, industrial design, or any other similar right, and the Contractor will pay any costs and damages finally awarded against the County in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:

- the Contractor will be notified promptly in writing by the County of any notice of such claim received by the County, and
- the Contractor will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

Section 1.28: Prices Shall be Based on Discounts From Published Price Lists

Offers shall be submitted on the basis of a discount from a manufacturer's published jobber's price list(s). Such published price list(s) must be common to, and accepted by, the industry in general. The lists must be printed, properly identified, and dated as to issuance and effectiveness. The vendor shall submit 2 copies of the current manufacturer's jobber's price list(s) and catalog(s) with the initial offer. Failure to meet this requirement may result in your offer being rejected.

Revised published price lists may be used as a means of price adjustments. However, all offers are to be firm for a period of one hundred and twenty (120) calendar days after award. Revised price lists will not be accepted by the County until after that date. Revised published price lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists by the manufacturer.

Revised prices will not become effective until revised list(s) are submitted to the County's Office of Procurement Services under the vendor's cover letter identifying the applicable contract agreement number, and subsequently approved by the County through the issuance of a Memorandum of Understanding to the vendor.

Upon request, the vendor shall provide additional sets of the manufacturer's product catalogs and price lists at no additional cost to the County.

Section 1.29: Purchase of Other Items Not Listed Within this Solicitation Based on Price Quotes

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be ancillary or similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the ancillary items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these ancillary items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Section 1.30: Rebates and Special Promotions

All rebates and special promotions offered by a manufacturer during the term of the contract shall be passed on by the vendor(s) to the County. It shall be the responsibility of the vendor to notify the County of such rebates and/or special promotions during the contract period.

Special promotions shall be offered by the vendor(s) to the County provided that the new price charged for the item(s) is lower than would otherwise be available through the contract. It is understood that these special promotions may be of a limited duration. At the end of such promotion, the standard contract price shall prevail.

Section 1.31: Shelf Life of Stock

The vendor(s) shall supply the County with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the vendor prior to shipment to the County.

Section 1.32: Stock Levels Shall be Maintained by Vendor

The vendor(s) shall ensure that adequate stock levels are maintained at its place of business in order to assure the County of prompt delivery. If the delivery terms specified in the solicitation are not fulfilled by the vendor, the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the vendor for any re-procurement costs incurred by the County. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Section 1.33: Substitution of Items During Term of Contract

Substitute brands or models may be considered during the contract period for discontinued models. The vendor shall not deliver any substitute item as a replacement to an awarded brand or model without express written consent of the Office of Procurement Services prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only when necessary. Excessive substitution requests may be cause to cancel the contract.

Section 1.34: Suppliers of Materials/Products Shall be Identified

If the vendor shall be utilizing a third party distributor or manufacturer as the source of supply for obtaining and delivering products and/or materials required in conjunction with this solicitation, the vendor shall be required to supply a copy of its contractual agreement with the supplier in its initial offer. The information contained in this contractual agreement shall include, but not be limited to: shipping and delivery terms, packaging requirements, and product specification sheets that attest to the quality of the product. If the vendor fails to submit this information with its initial offer, the vendor may be allowed to submit this documentation to the County during the offer evaluation period if such action is in the best interest of the County.

Section 1.35: Testing of Random Samples

Samples of delivered items may be randomly selected and tested for compliance with the specifications contained within this solicitation and resultant contract. If it is found that the delivered commodities do not conform to these specifications, the county shall require replacement within a reasonable length of time. If that extended time frame is not met, the County may then elect to cancel the contract for cause.

Section 1.36: Toxic Substances/Federal "Right To Know" Regulations

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the vendor(s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to **each** User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. Any time the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the County which includes the new information relevant to the specific material.

Additionally, vendor(s) may be requested to provide Material Safety Data Sheets to the County during the evaluation period.

SCOPE OF SERVICES

The purpose of this solicitation is to establish a contract for the purchase of automotive, bus, and truck parts that meet or exceed original equipment manufacturer (OEM) specifications and quality level for a mixed fleet of vehicles with diverse ages, operating under diverse conditions in conjunction with the County's needs.

The County has within the past few years standardized on Ford products for its light and medium duty automobiles and light to medium trucks however still has a diverse fleet. The County fleet consists of approximately one thousand (1000) pieces of equipment including automobiles, trucks, light and heavy equipment as well as operating a transit/bus system with approximately 100 buses.

This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid.

Actual quantities used shall be those ordered by participating County offices as needs are determined by each office. Orders will be issued by phone, fax, purchasing card and/or purchase order throughout the contract period as said needs are determined. Parts ordered shall be on an as-required basis and shall include delivery of all products ordered at no additional costs. Lake County shall not be required to meet any minimum order requirements nor shall pay any restocking charge for returned goods.

If it is deemed to be in the best interest of the County, Lake County reserves the right to purchase specialty parts or products from suppliers other than the Contractor(s) awarded this contract.

The County offices listed below will participate in the contract from the onset.

- FLEET ADMINISTRATION
  Vehicle Garage
  Attn: Bill Nicodem
  2300 W Griffin Rd
  Leesburg, Fl 34748

- PUBLIC SAFETY
  Fire-Rescue Fleet Garage
  Attn: Bruce Talbot
  25048 Kirkwood Road
  Astatula, Fl 34705

- PUBLIC WORKS DEPARTMENT
  Mosquito Management Garage
  Attn: James Campbell
  401 S Bloxham Ave
  Tavares, Fl 32778

A new consolidated Fleet Garage is under construction off Highway 27 in Groveland, Florida at the Christopher Ford Industrial Park and upon completion the above noted facilities may be moved to that location. The County has no estimated time for completion at this time.

All parts shall be new, of most recent design, and contain all current modifications. Parts shall meet or exceed the quality of the part furnished on the original piece of equipment including factory remanufactured parts. **Used parts are unacceptable.**

The County hereby agrees that materials supplied by the vendor in conjunction with this contract may be maintenance certified (re-manufactured, rebuilt, or re-conditioned) as long as they are warranted for merchantability, and carry a warranty equal to new products. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications, the County reserves the right to either (1) cancel the order and return such materials to the vendor at the vendor's expense; or (2) require the vendor to replace the materials at the vendor's expense. The vendor's supplier of maintenance certified equipment should be easily identifiable to the County.

Vendors shall furnish one current jobber price list and catalog for each manufacturer and/or product category bid with its bid submittal. Same price lists and complementary catalogs shall be furnished to each participating office contact noted in above within thirty days after award of this contract(s). If the Jobber price lists change, the Vendor shall notify Lake County Procurement Services in writing immediately (identifying items affected), and furnish acceptable evidence of price change.

The vendor shall, when requested, promptly provide, at no cost to the County, qualified technical personnel at the job site to assist in solving any problems resulting from the use of the vendor's parts.

All materials used shall be billed at the Vendor's jobber net cost less the percentage amount, as bid. It shall be the responsibility of the Vendor to keep Lake County Procurement Services and using offices informed of any price changes; however the percentage discount shall remain the same throughout the contract including any renewals.

The County reserves the right to audit the Vendor's invoices from the manufacturer for materials used. Parts will be ordered by vehicle make, model, description, OEM number, manufacturer part number, or the approved equivalent number. If ordered by OEM number, any necessary cross over to the vendor part number will be the responsibility of the vendor. Substitutions of items, brands etc., will be acceptable only upon prior written approval of authorized County personnel.

The awarded vendor(s) will accept, for full credit, any part, returned by Lake County within ninety (90) calendar days from the acceptance date if the part is unused and in saleable condition. All parts returned for full credit shall include all costs incurred by the County as determined by the applicable invoice or packing slip.

Time is of the essence in the County's scheduling work and getting the County's vehicles into proper working order. The County will be depending on the vendor to correctly deliver the

ordered parts in a timely manner. Beginning one (1) month of the start date of the contract, the vendor's performance will be evaluated quarterly according to the following criteria:

1. The vendor shall have at least a ninety percent (90%) average of all stock items being correctly delivered within two working days of the placement of the order;

2. The vendor shall have at least a ninety-five percent (95%) average of all emergency items being delivered within two working hours from the time of the placement of the order; and

3. The vendor shall have at least a ninety-five percent (95%) average on all invoices being correctly completed with the appropriate discounts applied and being submitted to the designated ordering office.

If in the first quarter of the contract the vendor fails to meet all of the above criteria, the County will work with the vendor to identify and implement a corrective action plan.

If the vendor fails to meet all of the above criteria for a second quarter at any time during the term of their contract including any renewal term, the County shall have, at its sole discretion, the following options:

1. Termination of the contract for cause, or
2. Negotiation with the vendor for additional consideration for the next quarter.

The vendor shall appoint a person or persons to act as a primary contact for all County services. 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, conditions and any procedures which may be involved. Cooperation with the County Representative is expected. The primary contact shall have the authority to act as agent for the awarded vendor in its absence.

Awarded vendor(s) will continuously work with County agencies to offer additional product savings through negotiations/coupons from product manufacturers, sourcing opportunities, product testing, etc.

Change in Status: The awarded vendor shall notify Lake County immediately of any changes in status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation of law, becomes subject to the provision of any Chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. Lake County shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

Emergency/Disaster deliveries may be required during non business hours. A contact person and telephone number shall be submitted with your bid.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.
Bid: Shall refer to any offer(s) submitted in response to this Invitation to Bid.
Bidder: Shall refer to anyone submitting a bid in response to an Invitation to Bid.
Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.
Contractor: The vendor to which award has been made.
County: Shall refer to Lake County, Florida.
Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.
Modification: A written change to a contract.
Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.
Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.
Solicitation: The written document requesting either bids or proposals from the marketplace.
Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

3.2 INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award

D. Contents of Solicitation and Bidders' Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

F. Change to, Withdrawal of, or Mistake in, Bid

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of

the form may result in the rejection of the bid.

B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the bidder's firm must sign the bid. FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.

D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.

E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".

F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.

H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing and submitting a bid or any cost or expense incurred by any bidder prior to the execution of a purchase order or contract agreement. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.8 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of, bid responses will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information in response to any solicitation which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.11 AWARD

A. Any award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.

E. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine the responsibility and capacity of the bidder to perform the requirements of this solicitation. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.

G. The Director of Procurement Services will decide all tie bids in consonance with current written procedure in that regard.

H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract

will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3137 OTHER AGENCIES
With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION
The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY
All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES
Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY
It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK
Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES
The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING
Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT
The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

3.22 RESPONSIBILITIES AS EMPLOYER
The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County, The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION
To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT
Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE
The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING
When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT
The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the

vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION
Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT
The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS
All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

3.31 GOVERNING LAWS
The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS
Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (http://www.dos.state.fl.us).

3.33 PRIME CONTRACTOR
The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE
The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES
No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE
For all lump-sum or cost-plus fixed fee agreements exceeding $150,000, the firm awarded the agreement may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING
In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

ITB TITLE: Automobile, Bus, and Truck Replacement Parts

NOTES:

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Each price offered in your bid shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at** http://www.lakecountyfl.gov **and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
The bidder must list below the dates of issue for each addendum received in connection with this ITB: Addendum #1, Dated: _____ Addendum #2, Dated: _____ Addendum #3, Dated: _____ Addendum #4, Dated: _____
Part II:
☒ No Addendum was received in connection with this ITB.

PRICING SECTION

ITEM DESCRIPTION

1. Filters, Air/Fuel/Oil/Water Sep., NAPA, Wix or approved equivalent

Discount from Jobber Price -40 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: WIX

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

2. Filters, Transmission to include gaskets, brand must be noted

Discount from Jobber Price +5 %

Price List No. CD Date of Price List May 1, 2011

Proposed Brand/Manufacturer: Balkamp

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

3. Ignition, Parts or Switches, Echlin, Standard or approved equivalent

Discount from Jobber Price +5 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Echlin

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

4. Wiper Blades/Arms, Anco, Trico or approved equivalent

Discount from Jobber Price +0 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Trico

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

5. Spark Plugs, Autolite or approved equivalent

Discount from Jobber Price +3 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Autolite

Warranty: 2 years

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

6. Hose Clamps, Ideal or approved equivalent

Discount from Jobber Price +0 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Balkamp

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

7. Fuses and Related Items, Champ or approved equivalent

Discount from Jobber Price +0 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Balkamp

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

8. Grease Fittings, Grease Guns and Supplies, Alemite, Balkamp. Edelmann or approved equivalent

Discount from Jobber Price +0 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Balkamp

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

9. Hoses, Radiator-Heater-Wiper-Fuel, Deco or approved equivalent

Discount from Jobber Price -15 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Gates

Warranty: lifetime

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

10. Shock Absorbers and Struts, Monroe or approved equivalent

Discount from Jobber Price -11 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Monroe

Warranty: Lifetime

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

11. Pipes, Muffler/Tail/Exhaust, Gaskets or Hangers, Walker or approved equivalent

Discount from Jobber Price +4 %

Price List No._____ Date of Price List May 1 2011
Proposed Manufacturer: Tenneco
Warranty: Lifetime
Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

12. Engine Parts (Wire Sets), TRW or approved equivalent

Discount from Jobber Price +0 %
Price List No. CD Date of Price List May 1, 2011
Proposed Manufacturer: Belden
Warranty: Lifetime
Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

13. Alternators/Regulators, Arrow or approved equivalent

Discount from Jobber Price +1 %
Price List No. CD Date of Price List May 1, 2011
Proposed Manufacturer: Rayloc
Warranty: Lifetime / 3 year
Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

14. Wire and Cable, Belden or approved equivalent

Discount from Jobber Price +0 %
Price List No. CD Date of Price List May 1, 2011
Proposed Manufacturer: Belden / Balkamp
Warranty: 1 Year
Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

15. Clutches, Arrow or approved equivalent

Discount from Jobber Price +3 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Luk

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

16. Mirrors-All Types, K-D or approved equivalent

Discount from Jobber Price -15 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Trucklite

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? _____ YES _____ NO

17. Engine and Transmission Mounts, Balkamp or approved equivalent

Discount from Jobber Price +1 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Balkamp

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

18. Bearings/Gaskets/Seals (Oil-Grease)

Discount from Jobber Price +2 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: SKF

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

19. Thermostats, Oil Pressure Sending Units, Water Temperature Sending Units and Gaskets, Thompson, Edelmann, Balkamp or approved equivalent

Discount from Jobber Price Thermostats +0 / Gaskets +3 / Sending Units +0 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Thermostats Stant, Gaskets Felpro, Sending Units Balkamp

Warranty: Therm Lifetime / Gaskets 1 year / Sending Units 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

20. Caps, Fuel, Radiator, etc., Balkamp or approved equivalent

Discount from Jobber Price +0 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Balkamp

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

21. Belts, Serpentine and V Belts, Dayco, Gates or approved equivalent

Discount from Jobber Price -15 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Gates

Warranty: lifetime

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

22. Water Pumps (New), OEM or approved equivalent

Discount from Jobber Price +0 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Gates

Warranty: Lifetime

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

23. Water Pumps, Rebuilt

Discount from Jobber Price +0 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: A-1 Cardone

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

24. Power Steering Hose Assembly

Discount from Jobber Price +3 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Edelmann

Warranty: Lifetime

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

25. Fuel Pumps, Carter or approved equivalent

Discount from Jobber Price +0 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Air Tex, Bosch, Delphi

Warranty: Air Tex 1 year, Bosch 1 year, Delphi 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

26. Flashers, Including Electronic, Echlin, Signal Stat or approved equivalent

Discount from Jobber Price Rayloc +0, Truck lite -15 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Rayloc, Trucklite

Warranty: one year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

27. Turn Signal, Lights, Markers, Signal Stat or approved equivalent

Discount from Jobber Price -15 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Trucklite

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

28. Lenses, Replacement, Balkamp or approved equivalent

Discount from Jobber Price +0 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Balkamp

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

29. Valve Stems, Cores, Gauges, Air Chucks, Couplers, NAPA or approved equivalent

Discount from Jobber Price +0 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Schrader, Napa Tire Hardware

Warranty: 30 day

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

30. Universal Joint/PTO Parts, Spicer, Precision or approved equivalent

Discount from Jobber Price +0 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Federal Mogul

Warranty: lifetime

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

31. Oil and Grease Seals, Automotive, Victor or approved equivalent

Discount from Jobber Price +2 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: SKF

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

32. Oil and Grease Seals, Heavy Duty, (Air Brake) Victor or approved equivalent

Discount from Jobber Price +0 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: National Oil Bath Seals

Warranty: 1 Year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

33. Small Engine Parts, Briggs and Straton or approved equivalent

Discount from Jobber Price +5 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Sierra

Warranty: 2 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

34. Master Cylinders, Brake Parts and Hardware (New), United or approved equivalent

Discount from Jobber Price +0 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: United / Cardone

Warranty: United Hardware 90 day / master lifetime

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

35. Chassis Parts, Perfect Circle, Moog, Federal Mogul or approved equivalent

Discount from Jobber Price +6 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Federal Mogul

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

36. Heavy Duty Air Brake Parts, Midland, Bendix or approved equivalent

Discount from Jobber Price +0 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Midland & Bendix

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

37. Automotive Brake Shoes, OEM Professional Quality Service, New Lined, Riveted, Non Asbestos Compound, Lifetime Warranty, Rayloc or approved equivalent

Discount from Jobber Price +5 (R) %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Rayloc

Warranty: TS 1 year - SS 3 year - UP lifetime

Have you supplied the required Catalogs and Jobber Price Sheets? _____ YES _____ NO

38. Brake Shoes, Heavy Duty Air Brake, Relined, Rayloc or approved equivalent

Discount from Jobber Price +0 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Midland

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

39. Automotive Brake Pads, OEM Professional Quality Services, New Lined, Non Asbestos Metallic Compound, and Anti Squeal Hardware, Wagner or approved equivalent

Discount from Jobber Price +5 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: United Brake Parts

Warranty: Lifetime

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

40. Brake Parts/Supplies/Units, Automotive and Heavy Duty (Air Brakes), Rayloc or approved equivalent

Discount from Jobber Price +0 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Midland

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

41. Brake Lines and Fittings, Steel, Weatherhead or approved equivalent

Discount from Jobber Price +0 %

Price List No._____ Date of Price List May 1, 2011

Proposed Manufacturer: Gates

Warranty: lifetime

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

42. Wheel Cylinder, Automotive, United or approved equivalent

Discount from Jobber Price +1 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: United

Warranty: lifetime

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

43. Brake Drums, Automotive, Balkamp or approved equivalent

Discount from Jobber Price -6 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Raylac

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

44. Brake Drums, Heavy Duty (Air Brakes), Gunite or approved equivalent

Discount from Jobber Price -6 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Raylac

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

45. Windshield Wiper Motors

Discount from Jobber Price +2 %

Price List No._____ Date of Price List May 1, 2011

Proposed Manufacturer: Raylec - A1 Cardone

Warranty: 180 days

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

46. Carburetors, New, OEM or approved equivalent

Discount from Jobber Price +0 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Balkamp

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

47. Carburetors, Rebuilt

Discount from Jobber Price N/A %

Price List No._____ Date of Price List_____

Proposed Manufacturer: _____

Warranty: _____

Have you supplied the required Catalogs and Jobber Price Sheets? _____ YES _____ NO

48. Power Steering Pumps, New, OEM or approved equivalent

Discount from Jobber Price N/A %

Price List No._____ Date of Price List_____

Proposed Manufacturer: _____

Warranty: _____

Have you supplied the required Catalogs and Jobber Price Sheets? _____ YES _____ NO

49. Power Steering Pumps, Remanufactured

Discount from Jobber Price -3 %

Price List No. _____ Date of Price List May 1, 2011

Proposed Manufacturer: A-1 Cardone

Warranty: Lifetime

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

50. Timing Chains, Gears, and Related Hardware

Discount from Jobber Price +3 %

Price List No. _____ Date of Price List May 1, 2011

Proposed Manufacturer: Cloyes

Warranty: Lifetime

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

51. Power Window Motors and Related Hardware

Discount from Jobber Price +2 %

Price List No. _____ Date of Price List May 1, 2011

Proposed Manufacturer: Rayloc

Warranty: 3 month

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

52. Oil Absorbent (50 Pound Bags)

Discount from Jobber Price +0 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: _____

Warranty: _____

Have you supplied the required Catalogs and Jobber Price Sheets? _____ YES _____ NO

53. Automotive Steering Components (Rack and Pinion Assemblies, Tie Rods, Kingpins, etc.)

Discount from Jobber Price Racks -6.4 / Tie Rod & Kingpins +6 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Rack Cardone / Federal Modul

Warranty: Rack lifetime / tie rod & kingpins 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

54. Automotive Paint, Thinners and Supplies

Discount from Jobber Price 0 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Martin Senior Paints

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

55. CV Joints, CV Boots, CV Axles (For Front Wheel Drive)

Discount from Jobber Price +1 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Cardone

Warranty: 3 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

56. Heating and Air Conditioning Parts, Including Compressors, Dryers, and Related Hardware

Discount from Jobber Price Napa Cold Power / Four Seasons −8/−20 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Compressor Napa Cold Power / Four Seasons

Warranty: 1 year / lifetime

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

57. Tire Patches, Plugs, Lubricants, Sealers

Discount from Jobber Price +0 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Balkamp

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

58. Mufflers, Exhaust Pipes, Cat Converters, Clamps, Hangers and Related Exhaust Items

Discount from Jobber Price +6 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Tenneco

Warranty: Lifetime

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

59. Car Care Products (Wax, Car Wash Detergent, Window Cleaner, Rubbing Compound, Tar Remover, Armor All™, WD-40™, etc.)

Discount from Jobber Price +0 %

Price List No. CD Date of Price List _____

Proposed Manufacturer: 3m, Turtlewax, WD-40, ArmorAll, Mothers, Meguires - ect -

Warranty: 30 day

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

60. Aerosol Carburetor/Choke Cleaner, Brake Cleaner, Belt Treatment, Starting Fluid and related Products

Discount from Jobber Price +0 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: 3m, Gunk, NCB, Mac, STP,

Warranty: 30 day

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

61. Clutch Kits, New, OEM or approved equivalent

Discount from Jobber Price +3 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: LUK

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

62. Clutch Kits, Remanufactured

Discount from Jobber Price N/A %

Price List No. CD Date of Price List _____

Proposed Manufacturer: _____

Warranty: _____

Have you supplied the required Catalogs and Jobber Price Sheets? _____ YES _____ NO

63. Bulbs/Flashers, Philips or approved equivalent

Discount from Jobber Price -8 %

Price List No. CD Date of Price List May 1, 2011

Proposed Manufacturer: Wagner

Warranty: 1 year

Have you supplied the required Catalogs and Jobber Price Sheets? ✓ YES _____ NO

LAKE COUNTY, FLORIDA
EMERGENCY/DISASTER ASSISTANCE

In the event of an emergency/disaster situation the following information is required.

Name of emergency contact: James R. Disterhaupt

Home Address:

119 SW 101 CT
Gainesville, FL
32607-1371

Home Telephone/Cellular numbers: 352-219-2762

Any other supplies or services (outside bid products) your firm may be able to provide: (Additional sheets may be added)

Hydrolic hose assembly - Gates - M+7%

Are you under contract with other public agencies for emergency assistance? X Yes ____ No

If YES, which agencies City of Leesburg

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process
Vendor will accept payment using the County's VISA- based electronic payment system: ☑ Yes ☐ No

Purchasing Agreements with Other Government Agencies
This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☑ Yes ☐ No (Check one)

Certification Regarding Felony Conviction
Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☑ No (Check one)

Conflict of Interest Disclosure Certification
Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

_____

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Proposal Signature:

Firm Name: Parts Professional Napa Auto Parts
Street Address: 114 N BLVD Leesburg Fl 34748
Mailing Address (if different): _____
Telephone No. 352-787-3535 Fax No.: 352-787-7742 E-mail: _____
FEIN No. 27-0296175 Prompt Payment Terms: 0 % 30 days, net 10
Signature: [signature] Date: 5/13/11
Print Name: James R. Disterhaupt Title: Owner

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

☐ Sole vendor
☐ Pre-qualified pool vendor (spot bid)
☐ Secondary vendor for items: _____
☐ Pre-qualified pool vendor based on price
☐ Primary vendor for items: _____
☒ Other status: _____

Signature of authorized County official: [signature] Date: 7-5-11
Printed name: Roseann Johnson Title: Sr. Contracting Officer
Purchase Order Number assigned to this contract for billing purposes: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

WORK REFERENCES

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	