LAKE COUNTY
FLORIDA

# MODIFICATION OF CONTRACT

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| 1. Modification No.: 1<br><br>Effective Date: January 6, 2017 | 2. Contract No.: 16-0615G<br>3.<br><br>Effective Date: September 13, 2016 |
| 3. Contracting Officer: Donna Villinis<br><br>Telephone Number: (352) 343-9765 | 5. Contractor Name and Address:<br><br>Cummins Sales and Service<br>321 SW 52 Avenue<br>Ocala FL 34474<br><br>Attn: Todd Whetsell |
| 4. Issued By:<br>Procurement Services<br>Lake County Administration Building<br>315 W. Main St., Suite 441<br>Tavares, Florida 32778-7800 | |

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION: The contract is hereby amended that, Lake County reserves the right to conduct periodic audits to confirm compliance with contract pricing. It is further agreed that if a vendor invoice includes charges below current contract rates, the County may pay the actual invoiced amount and the vendor waives their right to any subsequent adjustment.

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| 8. Contractor's Signature **REQUIRED**<br>Name: Todd Whetsell<br>Title: OPERATIONS MANAGER<br>Date: 1-6-17 | 9. Lake County, Florida<br>By: _____<br>Senior Contracting Officer<br>1-6-2017<br>Date |

10. Distribution:

Original – Bid/Contract File
Copy – Vendor; Department

LAKE COUNTY
FLORIDA

## CONTRACT NO. 16-0615G

## AS NEEDED REPAIR SERVICES FOR LAKE COUNTY VEHICLES AND OPERATING EQUIPMENT

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 **Cummins Sales and Service** (hereinafter "Vendor") to provide as needed repair services for Lake County vehicles and operating equipment pursuant to County Bid number **16-0615** (hereinafter "Bid"), and Vendor's Bid response thereto with all County Bid provisions governing.

A copy of the Vendor's signed Bid 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 under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Vendor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate in accordance with the ITB and Addendum One.

The County's Procurement Services Manager 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 Vendor and their surety for any required bond shall be liable.

This Contract is effective from **September 13, 2016** through **September 30, 2017** 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 Bid.

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

LAKE COUNTY, FLORIDA

By: _____
Senior Contracting Officer

Date: 9-13-16

Distribution: Original-Bid File
Copy-Vendor
Copy-Department

LAKE COUNTY
FLORIDA

# INVITATION TO BID (ITB)

## As Needed Repair Services for Lake County Vehicles and Operating Equipment

| | | | |
|---|---|---|---|
| **ITB Number:** | 16-0615 | **Contracting Officer:** | D. Villinis |
| **Bid Due Date:** | June 28, 2016 | **Pre-Bid Conf. Date:** | Not applicable |
| **Bid Due Time:** | 3:00 p.m. | **ITB Issue Date:** | June 1, 2016 8/3/16 |

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| SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW: | |
|---|---|
| Bid and/or Performance Bond: | Not applicable for this solicitation |
| Certificate of Competency/License: | Section 1.17 |
| Indemnification/Insurance: | Section 1.8 |
| Pre-Bid Conference/Walk-Thru: | Not applicable for this solicitation |

**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 thirty (30) calendar 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:** | CUMMINS SALES AND SERVICE | **Phone Number:** | 352-861-1122 |
| **E-mail Address:** | AK498 @ CUMMINS, COM | **Contact Person:** | TODD WHITSELL |

**Section 1.1: Purpose**

The purpose of this solicitation is to establish a pool of multiple vendors to provide as needed repair services for Lake County vehicles and operating equipment maintained by the Lake County Fleet Management Division in conjunction with the County's needs. A list of the vehicle and equipment brands currently owned and maintained by the County's Fleet Management Division is included as Attachment 2. Vendors should enter an "x" in the right hand column for those brands that it can support.

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.

**PLEASE NOTE: CURRENT REPAIR SERVICE CONTRACTS (13-0601/Alignment, Balancing, Suspension & Steering; 14-0627/As Needed Repair Services; and 13-0308/Transmission Services) for County vehicles and equipment WILL NOT BE RENEWED. If your firm currently holds one or more contract(s) with Lake County to provide any type of repair services to County vehicles or equipment, please submit a response to this solicitation. The County intends to establish new contracts with multiple vendors under this solicitation to replace existing Fleet repair/service contracts.**

**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 seven (7) working days before the bid due date.

Donna Villinis, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: dvillinis@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 Office of Procurement Services.

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

As the best interests of the County may require, the County reserves the right to make award(s) on a lowest price basis by individual item, group of items, all or none, or a combination thereof;

with one or more vendor(s); to reject any and all offers or waive any minor irregularity or technicality in bids received.

The County intends to award multiple contracts under this solicitation to maximize coverage for the variety of brands and type of vehicles and equipment it maintains.

**Section 1.4: Prebid Conference**

Not applicable for 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**

The County shall have the option to renew this contract for four (4) additional one (1) year period(s). The vendor will be notified prior to the completion of the initial term and each subsequent term of the contract of the County's intent to renew.

Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: U.S. Department of Labor, Bureau of Labor Statistics (http:///www.bls.gov), 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 work order has been completed, whether the piece of equipment or vehicle was picked up by authorized County personnel or delivered to the County by the vendor. 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 seventy-two (72) hours from the completion of the services and return of the vehicle/equipment to the County. Under no circumstances shall invoices be submitted to the County in advance of the delivery and acceptance of the vehicle/equipment.

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 the 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**

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.

<u>The following additional coverage must also be provided:</u>

**Garage Liability at coverage value: $1,000,000**
**Garage Keepers on a Direct Primary basis at coverage value: $1,000,000**

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.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

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 for this solicitation.

**Section 1.10: Completion/Delivery**

As specified in Section 2, Statement of Work.

**Section 1.11: Acceptance of Goods or Services**

The services rendered under the contract will not be deemed complete, until a physical

inspection and actual usage of the vehicle/equipment 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.

Vehicles and equipment serviced under this contract may be tested and/or inspected for compliance with specifications prior to being accepted by the County. In the event that any aspect of the 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, or obtain a full credit for the unacceptable services. 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 services that do not conform to the contract specifications.

In addition, any services deemed to be defective or unacceptable, or which are 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 1.11.1: Deficiencies in Work to be Corrected by the Vendor**

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

**Section 1.12: Warranty**

As specified in Section 2, Statement of Work.

**Section 1.13: 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 Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services 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. 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 1.14: Completion Requirements**

**One original bid and three (3) complete copies of the bid shall be sealed and delivered to the Office of Procurement Services 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 16-0615." Do not indicate bid prices on literature.

Specific Completion Directions:

- One original and three copies of this complete ITB document (all pages) shall be submitted as the bid submittal with sections completed as noted herein.
- Pricing shall be completed as directed within Section 4.
- 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.
- Submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements in Section 1.8.

**Section 1.15: Additional Services**

Although this solicitation and resultant contract identifies specific services to be performed, it is hereby agreed and understood that services may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor under this contract shall be invited to submit price quotes for these additional services. The additional services shall be added to this contract by formal modification.

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

**Section 1.16: Availability of Contract to Other County Departments**

Although this solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the vendor(s) at the contract price(s) established herein. Under these circumstances, a contract modification shall be issued by the County identifying the requirements of the additional County department(s).

**Section 1.17: Certificate of Competency/Licensure, Permits, and Fees**

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

**Section 1.18: Competency of Vendors and Associated Subcontractors**

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

**Section 1.19: Compliance with Federal Standards**

All purchases 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: Cost Estimates / Price Quotations**

As specified in Section 2, Statement of Work.

**Section 1.21: Hourly Rate**

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

**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 1.23: 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 1.24: Risk of Loss**

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent

or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

**Section 1.25: Special Notice to Vendors Regarding Federal and/or State Requirements**

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

## SCOPE OF SERVICES

It is the intent of the County to establish multiple contracts with several vendors for the provision of various types of repair services on an as needed basis for Lake County vehicles and operating equipment. 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.

**PLEASE NOTE: CURRENT REPAIR SERVICE CONTRACTS WILL NOT BE RENEWED – this includes 13-0601/Alignment, Balancing, Suspension & Steering; 14-0627/As Needed Repair Services; and 13-0308/Transmission Services. If your firm currently holds one or more repair contract(s) with Lake County, please submit a response to this solicitation. The County intends to establish new contracts with multiple vendors under this solicitation to replace existing Fleet repair/service contracts.**

The County owns and operates various makes, models, brands, types, and sizes of vehicles and operating equipment, including cars, SUVs, trucks, buses, fire trucks, heavy equipment, and both large and small agricultural, lawn, and construction equipment, and desires to establish repair contracts with multiple vendors to cover all its service and repair needs. A list of currently owned brands is included as Attachment 2 of this ITB.

Types of services and repairs that may be required under the resulting contract(s) include but are not limited to: hydraulic, drive-train, electrical, chassis, heating/air conditioning, transmission, wheel alignment, tire balancing, suspension, steering, welding, retrofitting, upfitment and restoration.

Unless otherwise stated in this solicitation, the Vendor shall furnish all labor, parts, products, materials, supplies, equipment, and incidentals 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 Fleet Manager. Parts supplied must be of the highest quality that meet or exceed original vehicle manufacturer (OEM) specifications and/or quality for a mixed fleet with diverse ages, operating under diverse conditions. If Fleet or the ordering department gives prior approval, parts 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. Any remanufactured, aftermarket, or fabricated parts shall meet or exceed OEM warranty standards. The Vendor's supplier of maintenance certified equipment shall be easily identifiable to the County. 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.

Vendor's shall pay close attention to the insurance requirements for this contract (See Section 1.8) noting all required coverages, limits, including garage liability and garage keepers coverages.

***Required Facility, Equipment, and Staffing***

The Vendor shall furnish all labor, materials, tools, and equipment necessary for satisfactory contract performance and as recommended by the vehicle or equipment manufacturer(s). The Vendor must have clean, complete, modern facilities or access to such facilities.

The Vendor(s) shall have adequate machinery to perform any type of repair required under the contract, including adequate tooling machinery capable of in-house suspension repairs and alignments for all County vehicles, including buses and fire trucks. The Vendor(s) shall also possess all special hand tools and special equipment recommended by vehicle manufacturers to effectively and efficiently make repairs.

Vendor(s) shall abide by all applicable OSHA requirements. Furthermore, all staff assigned to the County's projects shall be ASE or factory certified mechanics. All material, workmanship, and equipment shall be subject to the inspection and approval of the County.

***Pricing***

Pricing shall be entered in Section 4. For purposes of this ITB, "normal" business hours shall be defined as 8:00 a.m. to 5:00 p.m., Monday through Friday; "after hours" shall be defined as 5:01 p.m. to 7:59 a.m. Monday through Friday, weekends, and holidays.

Hourly rates submitted in bids for repairs and service shall **include travel time and mileage** - the County will not pay for separate travel time or mileage if invoiced by the Vendor.

Vendors shall also submit a discount percentage (to be deducted from the vendor's list price) for parts to be used in performing repair services under the contract.

Upon request, the Vendor(s) shall be required to furnish price lists (printed or microfiche) at no additional charge to the County. This price list shall provide descriptive literature, technical data and service information for parts and materials. Time of delivery for these lists shall be mutually agreed upon by the Vendor(s) and the County.

***Estimates/Quotations***

The Vendor shall submit a written estimate for each prospective project under the contract before a Work Order for that specific project is issued. The estimate must adhere to the pricing submitted in the Vendor's original bid and shall be clear and legible and include the following: County vehicle number, VIN, estimated start and completion dates, labor hours and rate per hour as submitted in bid, itemized listing of replacement repair parts showing retail list price of each part less vendor's discount percentage submitted in bid. The estimate shall be itemized by the number of work hours per classification, and by the cost of materials and equipment. Estimates must include all applicable fees and charges including, but not limited to, miscellaneous shop charges, environmental charges, disposal fees, etc. as provided in the bid. Charges will not be paid by the County unless specifically listed in the Vendor's original bid submittal. The written estimate must be sent via e-mail (FleetMaintenance@lakecountyfl.gov) to the Fleet Maintenance Division representative within twenty-four (24) hours after receiving the vehicle for estimate. An appropriate e-mail address will be supplied to the Vendor. The County reserves the right to obtain estimates from multiple contracted vendors, to award the individual project based on the

lowest estimate, or to reject all estimates when such action is determined to be in the best interests of the County, and obtain the required services from another source of supply.

Upon receiving notice to proceed from the County, Vendor shall perform the work per estimate. In the event that additional needed repairs are discovered, the vendor shall contact County representative and shall confirm the need for such work and provide an amended written price quote for the additional work and, if applicable, a revised work completion schedule prior to Vendor proceeding with the work.

***Parts/Products***

When performing repairs, the Vendor shall use parts which meet or exceed Original Equipment Manufacturer (OEM) standards. If Fleet or the ordering department gives prior approval, parts 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. Any remanufactured, aftermarket, or fabricated parts shall meet or exceed OEM warranty standards. The Vendor's supplier of maintenance certified equipment shall be easily identifiable to the County.

When not specifically identified in the technical specifications or OEM standards, parts and materials shall be of a suitable type and grade for the purpose. All such materials, workmanships, and equipment shall be subject to the inspection and written approval of the County. 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 and have not received written approval, 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.

All damaged/nonworking parts which are replaced by the Vendor must be kept for a minimum of fourteen (14) days for the purposes of inspection by the County. If disposal prior to the fourteen (14) day period is desired, the Vendor must contact the County and request in writing permission for early disposal.

When applicable, it shall be the Vendor's responsibility to ensure that the County has received the latest version of any MSDS forms required by 29 CFR 1910.1200 for any hazardous material. Should the content of an existing MSDS be revised, the Vendor shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

***Repair Times***

The Vendor must make a good faith effort to complete repairs in a timely manner after the vehicle has been authorized for repair. As part of the vendor quoted cost for repair, the Vendor shall provide an estimated repair time for completion of work. Should an extension of this time period be needed, the Vendor shall request a time extension from the County immediately after the known delay. This time extension shall be in writing and shall include the reason and backup documentation for the delay and new time of completion. Time extensions shall only be granted for parts delivery delays or changes in scope of work by the County. The Vendor will be assessed fifty dollars ($50.00) per day delay damages for each business day that is past the estimated completion date. The total of such damages will be deducted from the Vendor's final invoice.

In the event of failure by the Vendor to deliver services in accordance with the contract terms, after oral or written notice, the County may cancel the notice to proceed (NTP), retrieve the vehicle, and procure the services from other sources as necessary. Repeated failure of a vendor to perform in accordance with the contract terms and/or notices to proceed may result in termination of the contract.

***Delivery, Pickup, and Storage of Vehicles***

The Vendor shall have the capability of transporting and storing vehicles. While the vehicle is being repaired or is awaiting repairs, the vehicle shall be stored in a safe, secure location. Storage shall be at no charge to County.

Upon completion of the repair services, the vendor may be requested to deliver the vehicle to the County. These deliveries shall be made to Fleet Maintenance Shop during normal Fleet business hours only (Monday-Friday, 8:00 a.m. - 5:00 p.m.)

Upon receipt of the vehicle by Fleet, all work will be inspected by the Fleet Manager or designee before acceptance. Improperly repaired vehicle(s) will be returned to the Vendor for proper repair. All returned work must be completed at the Vendor's expense according to industry standards.

***Towing***

If the Vendor has the capability of providing towing services, please indicate so in the Pricing Section. "Regular" towing services are defined as being performed during normal business hours (M-F, 8:00 a.m. – 5:00 p.m.) from the Fleet Maintenance Shop. In addition to "regular" towing services, Vendors who have the ability to tow vehicles may be requested to provide emergency towing services for vehicles. Emergency services would be defined as towing services outside normal business hours from any location within the County. All vehicles towed shall be towed directly to the Vendor's repair shop. Pricing for towing services is requested in Section 4 as a per mile rate. If Vendor has a price sheet with towing prices defined, please include a copy with the bid submittal.

***Work Quality/Warranty***

The Vendor shall guarantee repairs against any and all defects in workmanship, parts or materials. All work performed shall be subject to an unconditional repair warranty of one (1) year/12,000 miles on labor and the repair parts shall have the standard manufacturer's warranty. All warranties shall be enforced and honored by the Vendor. The Vendor shall guarantee that all repairs performed will return the vehicle to manufacturer's specifications. Failure to comply with this requirement shall result in immediate return of the vehicle at the expense of Vendor for prompt repair.

***Vehicle and Equipment Types***

A general listing of the brands of vehicles and operating equipment currently owned and maintained by the County's Fleet Management Division which shall be included under this contract can be found in Attachment 2 of this ITB document. Vendors are asked to place a check mark on the line for those brands that can be supported by the firm. The County reserves the right to add or delete equipment, vehicles, and brands from this contract as needed over the life of the contract.

**3.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.
**Bid:** Shall refer to any offer(s) submitted in response to this ITB.
**Bidder:** Refers to any entity that submitted a bid under an ITB.
**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 in an ITB.
**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.

**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 or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. 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**

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials needed to fulfill contractual obligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

**3.9 PROPRIETARY/CONFIDENTIAL INFORMATION**

Bidders are hereby notified that all information submitted as part of a bid 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 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. Unless otherwise allowed by statute or ordinance, 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 will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award 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. All tie bids will be resolved in consonance with current written procedure in that regard.
H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

**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.

**3.13 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 Procurement Services Manager.

**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. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

**3.22 RESPONSIBILITY 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 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 the vendor to submit to an audit by any auditor of the County's choosing. The 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. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor 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/ COPYRIGHTS**

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that would be required by the County to perform the services identified herein. 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency. 4. Upon completion of the contract, at no cost to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contact and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

**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 each contract that exceeds One Hundred Ninety Five Thousand dollars ($195,000.00), any organization awarded a contract must 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. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

**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.

**3.38 TOBACCO PRODUCTS**

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

**ITB TITLE: As Needed Repair Services for Lake County Vehicles and Operating Equipment**

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- 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.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- Unit prices shall govern for all services priced on that basis as requested under this solicitation.
- 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.**
- **If the contractor has questions regarding the applicability of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records via the individual designated in provision 1.2 of this solicitation.**

## 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: CUMMINS EXCEPTIONS 8-1-16 HEREIN TDY 8-2-16

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

**Part II:**

☐ No Addendum was received in connection with this ITB.

## PRICING SECTION GENERAL INFORMATION

1. Shop location:

   Address: 321 SW 52 AVENUE

   City/State/Zip: OCALA FL, 34474

   Telephone/Fax: 352-861-1122 352-861-1130

2. Parts Price List Used: CUMMINS WEB CUMMS Date of Price List: 1-1-16

3. Minimum order (If any) NO MINIMUM

4. Handling fee if less than minimum order (if applicable) PPD AND ADD

5. Response Time (from initial contact and delivery to repairs being conducted) _____

6. Does your firm offer pickup and delivery of vehicles and equipment: Yes _____ No X

   If yes, please provide pricing in Section 4 where indicated.

7. Does your firm have towing capabilities? Yes _____ No X

   If yes, please include pricing in Section 4.

8. Will your firm accept Visa Purchasing Cards or E-Payable form of payment?

   Yes X No _____

   If E-Payable would be acceptable please note a contact person/telephone number to set up payment information.
   SHARON BROWN - POWERSOUTHAR @ CUMMINS.COM

9. Vendor contact for emergency and/or disaster service 24 hours/7 days per week:

   Name: INITIALLY MYSELF - TODD WHETSELL

   Telephone/Cell/Pager/Number: 352-861-1122 OR 352-266-6237

10. Exceptions to specifications:

    Yes* X No _____

    *** If yes, insert a separate sheet immediately following this page detailing exceptions.**

**EXCEPTIONS TO:**

**LAKE COUNTY FLORIDA**
**INVITATION TO BID**

**ITB 16-0615 – As Needed Repair Services for Lake County Vehicles**

In its response to the above referenced Invitation to Bid ("ITB"), Cummins Power South ("Vendor") makes the following exceptions to the ITB a part of and a condition to submitting this proposal. Should Vendor be awarded the contract, such award is acknowledgement that these exceptions shall govern and replace the terms in ITB 16-0615 to the contrary:

1. Vendor reserves the right to review and approve any terms of a County contract.

2. Pursuant to the **Special Terms and Conditions**, the last two paragraphs of section **"1.11. Acceptance of Goods and Services"** shall be modified to read as follows:

"Vehicles and equipment serviced under this contract may be tested and/or inspected for compliance with specifications prior to being accepted by the County. In the event that any aspect of the services provided is found to be defective or does not conform to the specifications, the County shall notify the Vendor of the defect or non-conformity and Vendor shall have a reasonable opportunity to cure. If the Vendor fails to cure the defect or non-conformity, the County reserves the right to terminate the contract or initiate corrective action on the part of the Vendor, or obtain a full credit for the unacceptable services. The Vendor shall not assess any additional charge(s) for any confirming action taken by the County under this clause. The County will not be responsible to pay for any services that do not conform to the contract specifications unless previously approved by the County.

In addition, any services deemed to be defective or unacceptable that are not cured by the Vendor, or which are 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 the difference between the cost to cover and the purchase price may be charged against the awarded Vendor. Any cost to cover incurred by the County in any re-procurement, product, or service cost may be withheld from any monies owed to the Vendor by the County for the awarded contract."

2. Pursuant to the **Special Terms and Conditions**, section **"1.11.1. Deficiencies in Work to be Corrected by the Vendor"** shall be modified to read as follows:

"The Vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the specifications (if any). All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are communicated to the Vendor in writing. The Vendor shall bear all reasonable costs of rejecting such rejected work in accordance with its standard warranty. If the Vendor fails to correct the work within the period specified, the County may, at its discretion, notify the Vendor, in writing, that the Vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice.

If the Vendor fails to correct the work within the period specified in the notice, the County shall place the Vendor in default, obtain the services of another Vendor to correct the deficiencies, and charge the incumbent Vendor for the costs to cover, either through a deduction from the final payment owed to the Vendor or through invoicing. If the Vendor fails to honor this invoice or credit memo, the County may terminate the contract for default."

3. Pursuant to the **Special Terms and Conditions**, section "**1.24. Risk of Loss"** shall be modified to read as follows:

"The Vendor assumes the risk of loss of damage to the County's property during possession of such property by the Vendor (assuming Vendor has actual knowledge of said possession), and until delivery to, and acceptance of, that property to the County. Acceptance shall be deemed to have occurred upon successful completion of the work. The Vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the Vendor or third party. The Vendor shall not, however, be responsible for the negligent acts or omissions of the County or any party's actions for whom the County is responsible for.

The Vendor shall indemnify and hold the County harmless from any and all third party claims, liability, losses and causes of action which may arise out of bodily injury, death, or property damage to the extent caused by the negligent acts or willful omissions of the Vendor in connection with the fulfillment of this contract. The Vendor shall assume control of the defense and pay all reasonable costs of defense (including attorneys' fees) and judgments which may issue thereon."

4. Pursuant to the **Statement of Work**, the paragraph titled **"Work Quality/Warranty"** shall be modified to read as follows:

"The Vendor shall guarantee repairs against any and all defects in workmanship, parts or materials. All work performed shall be subject to Vendor's limited service warranty for a period of ninety (90) days or 12,000 miles on labor, whichever occurs first, and the parts shall have the standard manufacturer's warranty. All warranties shall be enforced and honored by the Vendor. The Vendor shall guarantee that all repairs performed will return the vehicle to manufacturer's specifications. Failure to comply with this requirement shall result in immediate return of the vehicle at the expense of Vendor for prompt repair.

Limited warranties apply for select parts and service as defined by the respective component Manufacturer's Limited Warranties or by Vendor's Limited Service Warranty. **No other warranties apply, express or implied, including any warranties for merchantability or fitness for a particular purpose.**"

5. Pursuant to the **General Terms and Conditions**, section "**3.15. Warranty"** shall be modified to read as follows:

"All warranties expressed herein, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be warranted by the Vendor against

factory defects in materials and workmanship. In accordance with the Manufacturer's warranty, the Vendor shall correct any and all apparent and latent defects in materials and/or workmanship that may occur within the Manufacturer's standard warranty period."

6. Pursuant to the **General Terms and Conditions**, section "**3.23. Indemnity**" shall be modified to read as follows:

"Vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all third party liability, losses or damages, including reasonable attorneys' 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 arising out of, relating to or resulting from bodily injury, death, or property damage to the extent caused by the negligent acts or willful omissions of Vendor, its employees, agents, servants, partners, principals or subcontractors, in connection with the performance of the agreement. The Vendor shall assume control of the defense and pay all reasonable costs, judgments, and attorneys' 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."

7. Pursuant to the **General Terms and Conditions**, section "**3.25. Termination for Convenience**", please strike the last sentence in its entirety.

8. Pursuant to the **General Terms and Conditions**, section "**3.27. Termination for Default**", please modify the last sentence to read as follows:

"All costs to cover shall be borne by the Vendor."

3. Pursuant to the **General Terms and Conditions**, add section **"3.39. Limitation of Liability"** to read as follows:

"To the extent allowed by law, under no circumstances shall either party be responsible for indirect, incidental, or consequential damages."

Cummins Power South

_____

Signature and Title

Date _____

## PRICING FORM

| | |
|---|---|
| **LABOR RATES:** Please insert the labor rate per hour for repair services. Note: Hourly rates for service at a site other than the vendor's facility (County facility/site) (OFF SITE) shall include vendor's travel time and mileage to and from the facility; these items will not be paid as a separate charge on invoice. | |
| Hourly labor rate for repairs and service Monday-Friday, 8:00 am to 5:00 pm – AT VENDOR FACILITY | $ 116.00 /hr. |
| Hourly labor rate for repairs and service Monday-Friday, 8:00 am to 5:00 pm – OFF SITE | $ 116.00 /hr. |
| Hourly labor rate for repairs and service M-F 5:01 pm to 7:59 am, Saturdays, Sundays, Holidays – AT VENDOR FACILITY | $ 174.00 /hr. |
| Hourly labor rate for repairs and service M-F 5:01 pm to 7:59 am, Saturdays, Sundays, Holidays – OFF SITE | $ 174.00 /hr. |
| **PARTS DISCOUNT RATES:** Please insert discount as a percentage that would be subtracted from the list price for parts used in repairs: | |
| Parts Discount Percentage **(%) off List Price** | PUBLISHED SERVICE ASSOCIATE ACCOUNT |
| **MISCELLANEOUS RATES:** Please insert rates per each repair for miscellaneous service fees and charges including, but not limited to, miscellaneous shop charges, environmental charges, disposal fees, etc., if applicable. No charges will be paid by the County if not listed in the vendor's bid. | |
| Shop Charges | $ < 2.25% AS APPLICABLE |
| Environmental Charges | $ < 1.5% AS APPLICABLE |
| Disposal Fees | $ 3RD PARTY COST - NO MARKUP |
| **Other (please list if any):** | |
| | $ — |
| | $ — |
| | $ — |
| | $ — |
| | $ — |
| **TOWING/DELIVERY RATES:** If provided by your firm, please insert the rates for towing and delivery/pickup (or attach a copy of your written towing prices and note "see attached"): | |
| Towing during Regular Hours (M-F, 8am-5pm) | $ — /mile |
| Towing during Emergency/After Hours | $ — /mile |
| Vehicle Delivery | $ — /mile |
| Pickup of Operable Vehicle Needing Repair | $ — /mile |

**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.

**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)

**Certification Regarding Acceptance of County VISA-based Payment System**

Vendor will accept payment through the County VISA- based payment system: ☐ Yes ☐ No

**Reciprocal Vendor Preference:**

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): OCALA FLORIDA
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☑ No If "yes" is checked, provide supporting detail:

**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 bid 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): 03-3519026

## SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 16-0615

**General Vendor Information and Bid Signature:**

Firm Name: CUMMINS SALES AND SERVICE

Street Address: 321 SW 52 AVENUE

Mailing Address (if different): —

Telephone No.: 352 861 1122 Fax No.: 352 861 1130 E-mail:

FEIN No. 35 - 0257090 Prompt Payment Terms: 18 % 365 days, net 30

Signature: Todd Whetsell Date: 8-2-16

Print Name: TODD WHETSELL Title: OPERATIONS MGR

**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: MULTIPLE VENDORS

Signature of authorized County official: DV Villis Date: 9-13-16

Printed name: DONNA VILLINIS Title: SENIOR CONTRACTING OFFICER

# THE FOLLOWING DOCUMENTS ARE ATTACHED

**Attachment 1: References Form**
**Attachment 2: Vehicle/Equipment Brands List**

## ATTACHMENT 1 - REFERENCES

| | |
|---|---|
| Agency | CITY OF GAINESVILLE RTS |
| Address | 34 SE 13TH ROAD |
| City,State,ZIP | GAINESVILLE FL 32627 |
| Contact Person | PAUL STARUNG |
| Telephone | 352-393-7840 |
| Date(s) of Service | 1-1-96 TO PRESENT |
| Type of Service | FULL SHOP / FULL FIELD / CUMMINS |
| Comments: | |

| | |
|---|---|
| Agency | E-ONE REV GROUP |
| Address | 1601 SW 37TH AVENUE |
| City,State,ZIP | OCALA FL 34474 |
| Contact Person | BILLY MILES |
| Telephone | 352-237-1151 |
| Date(s) of Service | 1996 - PRESENT |
| Type of Service | OEM |
| Comments: | |

| | |
|---|---|
| Agency | WCA |
| Address | 5002 SW 41ST BLVD. |
| City,State,ZIP | GAINESVILLE FL 32608 |
| Contact Person | DALE MACNEILL JR |
| Telephone | 352-377-0800 |
| Date(s) of Service | 2009 TO PRESENT |
| Type of Service | REFUSE - WASTE MANAGEMENT |
| Comments: | |

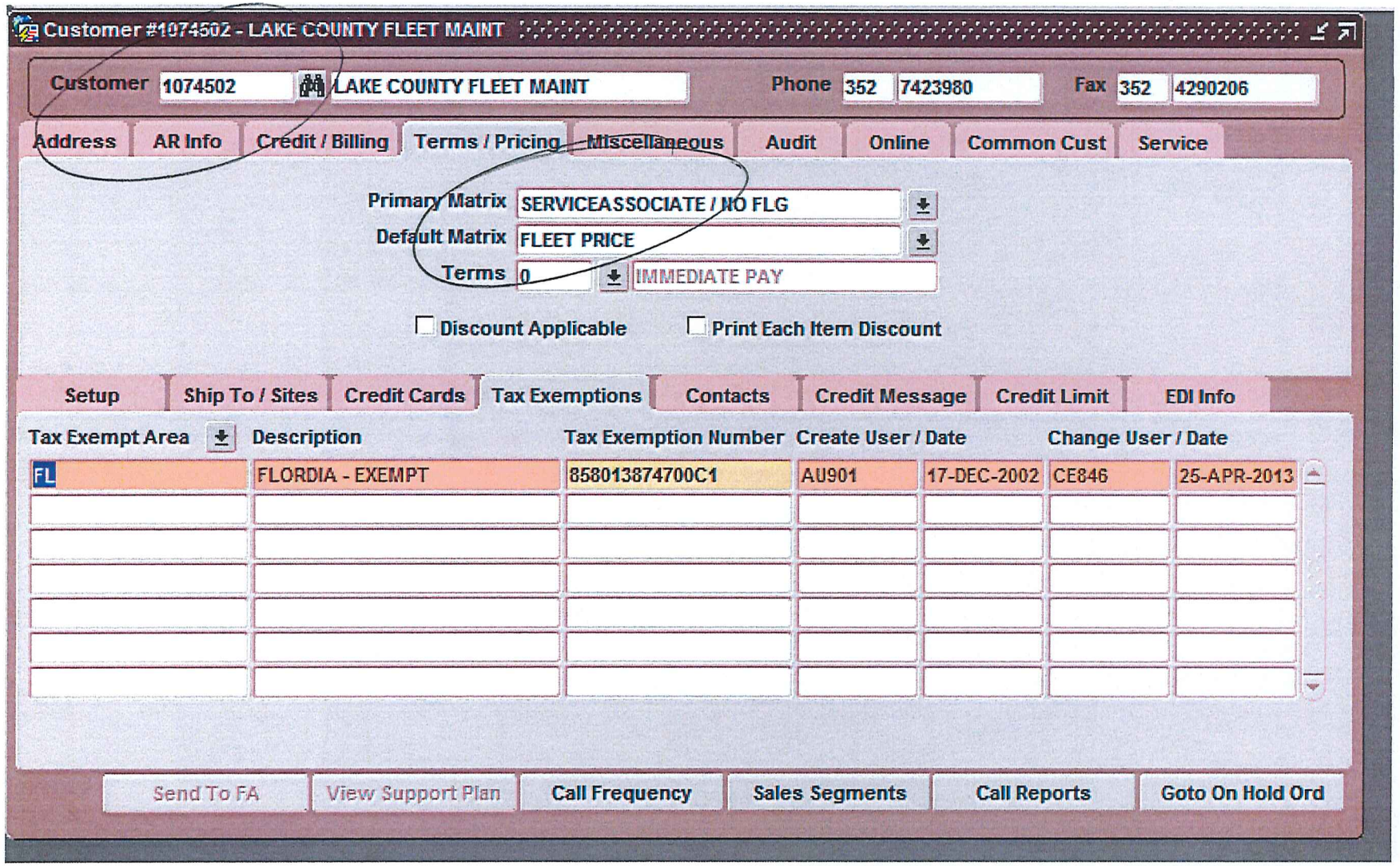
## ATTACHMENT 2 – VEHICLE/EQUIPMENT BRANDS LIST

The County maintains a variety of vehicle and equipment brands that include the following. Please place a check mark in the second column for the brand(s) that your firm can support/service.

| Brand/Description | Enter "X" if supported by your firm: |
|---|---|
| Alamo | |
| Amer | |
| Balderson | |
| Bil-Jax | |
| Bluebird | |
| Bobcat | |
| Buick | |
| Bush Hog | |
| Bushwhacker | |
| Case | |
| Caterpillar | |
| CH&E | |
| Champion | |
| Chevrolet | |
| Chrysler | |
| Clark | |
| Combee | |
| Cummins | X |
| Davids | |
| Diamondback | |
| Detroit Diesel Allison | |
| Dixie Chopper | |
| Dodge | |
| East Rock | |
| Echo | |
| El Dorado | |
| Etnyre | |
| Evinrude | |
| Excel | |
| Exmark | |
| Express | |
| EZ Go Textron | |
| Fermont | |
| Ford (Auto-Light, Heavy) | |
| Ford (Industrial Equipment) | |
| Freightliner | |
| Frontier | |
| Galbreath | |
| Gator | |

| | |
|---|---|
| Gen Set | X |
| Generac | |
| General Coach | |
| General Motors | |
| Gladiator | |
| Gormann Rupp | |
| Gradall | |
| Great Dane | |
| Hefty Herman | |
| Heil Equipment | |
| Hesco | |
| Honda (Auto) | |
| Honda (Equipment) | |
| Hyster | |
| Ingersoll Rand | |
| Interstate | |
| Isuzu | |
| JCB | |
| Jeep | |
| John Deere (Small Equipment) | |
| John Deere (Heavy Equipment) | |
| Johnson Outboard | |
| Kawasaki (Heavy Equipment) | |
| Kohler | |
| Komatsu | |
| Kubota | |
| Landpride | |
| Lee Boy | |
| Mack | |
| Malettie | |
| Massey Ferguson | |
| Mercury Outboard | |
| Miller Equipment | |
| Minneapolis Moline | |
| International (Auto-Medium, Heavy) | |
| International (Equipment) | |
| Neal | |
| New Holland | |
| Nissan | |
| Onan | X |
| Pace | |
| Packmore | |
| Peerless | |
| Peterbilt | |
| Pierce Fire Trucks | |

| | |
|---|---|
| Polarkraft (Boat, Trailer) | |
| Ram-Lin | |
| Rhino | |
| Rollins | |
| Rosco | |
| Sakai | |
| Sanbo | |
| Sand Pro | |
| Scag | |
| Snapper | |
| Star Tran (Bus) | |
| Steco | |
| Sterling | |
| Stihl Equipment | |
| Summitt | |
| Superior (Bus) | |
| Supreme (Bus) | |
| ThermoKing | |
| Toro | |
| Toyota | |
| Triple Crown | |
| Turtle Top | |
| Vermeer | |
| Versa Lift | |
| Waldon | |
| Yazoo | |
| Yale Industrial Equipment | |




* FLG FILTRATION PROGRAM AVAILABILITY EXIST WITH AWARD ON CONTRACT FOR ADDITIONAL FILTRATION PRODUCTS. DISCOUNT RATE CURRENTLY IN EFFECT FOR MUNICIPALITIES APPROVED IS .58 OFF LIST.

TODD WHETSELL
8-2-16