



Charlotte County Purchasing Division  
18500 Murdock Circle, Suite 344  
Port Charlotte, Florida 33948-1094

Phone 941.743.1378  
Fax 941.743.1384

## NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS  
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

**BID NO. 2009000266**  
**FORD OEM REPAIR PARTS - ANNUAL CONTRACT**

It is the intent of Charlotte County to purchase Ford OEM repair parts for the maintenance of Charlotte County's automobiles and light/medium duty trucks on an as needed basis. The specific purpose of this bid is to establish a conditional contract with an Ford OEM repair parts supplier for the required materials and to secure the cost and availability of the requirements for procurement from a source of supply that will give prompt and convenient service.

**PRE-BID CONFERENCE: 11:30 a .m. (EST), SEPTEMBER 1, 2009**  
**PURCHASING DIVISION CONFERENCE ROOM**

**BID OPENING: 2:00 p.m. (EST), SEPTEMBER 9, 2009**  
**PURCHASING DIVISION CONFERENCE ROOM**

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website at [www.charlottecountyfl.com/purchasing](http://www.charlottecountyfl.com/purchasing) under "Purchasing Bids Online", document number 092662. Any questions can be answered by contacting Alisa L. True, CPPB, Contract Specialist, at 941.743.1549.

Notice of Availability  
[www.charlottecountyfl.com](http://www.charlottecountyfl.com)  
Posted: August 26, 2009



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**ADDENDA NOTIFICATION FORM**

**BID NO. 2009000266**

**FORD OEM REPAIR PARTS - ANNUAL CONTRACT**

The County will attempt to notify all prospective bidders of addenda issued to the bid documents. However, it shall be the responsibility of the bidder, prior to submitting their bid, to contact the Purchasing Division to determine if addenda were issued, acknowledging and incorporating it into their bid.

If you would like to request notification of any addenda that may be issued regarding this project, please complete the form below and return via fax to 941.743.1384, attention Alisa L. True, CPPB, Contract Specialist.

By completing and returning this form, you are requesting notification of addenda that may be issued regarding this specific project only.

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_



Charlotte County Purchasing Division  
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### STATEMENT OF NO BID

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We the undersigned, have declined to bid on requested commodity/service **Bid #2009000266, FORD OEM REPAIR PARTS - ANNUAL CONTRACT** for the following reason(s):

- \_\_\_\_\_ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- \_\_\_\_\_ Insufficient time to respond to the Invitation to Bid.
- \_\_\_\_\_ We do not offer this product or service.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet bond/insurance requirements.
- \_\_\_\_\_ Unable to meet specifications.
- \_\_\_\_\_ Specifications are unclear (explain below).
- \_\_\_\_\_ Remove us from your vendors' list for this commodity/service.
- \_\_\_\_\_ Other (specify below).

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person (typed or printed): \_\_\_\_\_

Contact Person Signature: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Note:** Statement of No Bid may be faxed in to the Purchasing Division at 941.743.1384.

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**BID NO. 2009000266**

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**INSTRUCTIONS TO BIDDERS  
REPAIR PARTS – FLEET  
BID NO. 2009000266**

**IB-01 QUALIFICATIONS OF BIDDERS:** It is the intent of the County to award this contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to supply all items within a reasonable time frame acceptable to Charlotte County. Bidder may be required to supply information in writing at the request and discretion of the County prior to award of bids, in order to verify above requirements.

**IB-02 GENDER DESIGNATION:** The County and the Contractor are treated throughout these Documents as if each were of the singular number and masculine gender.

**IB-03 EXAMINATION OF DOCUMENTS:**

A. Prior to the submission of a bid form, bidders shall carefully examine the bid package including the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance Requirements, and all other related bid documents, including all modifications thereof, incorporated in the bid package.

B. Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

C. Interpretations of any of the bid documents made will be in the form of a written addendum to the documents, which will be posted on the purchasing website. Receipt of any addenda by each bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming a part of the contract. No oral explanations shall be binding. The County will attempt to notify all prospective bidders of addenda issued to the bidding documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to determine if addenda were issued, acknowledging and incorporating it into their bid.

**IB-04 PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS:**

A. Bids shall be submitted on the bid form supplied by the County, or duplication thereof and attached thereto, or as otherwise specified. Bidders shall indicate the number of calendar days required for delivery and acknowledge receipt of any addenda received during the bid period.

Each bid must give the full business address of the bidder and state whether bidder is an individual, corporation or partnership. Bid Forms by a corporation must be signed in the name of the corporation, followed by the original signature and designation of the officer or other person authorized to bind the corporation.

Bid Forms by partnerships shall show the names of all partners. The partnership title shall be followed by the original signature of each partner.

Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the County.

Bid documents and forms shall be submitted sealed, and the envelope/package clearly marked with the Bid Number and the Name and Business Address of the individual/firm submitting the bid. Bids postmarked prior to said time and date but not received shall **not** be considered and will be returned to bidder unopened.

B. Bid Guarantee - The bid form shall be signed where indicated guaranteeing that the bidder will not withdraw his bid for a period of 60 days after the scheduled time of opening of bids.

**IB-05 WITHDRAWAL OF BIDS:** Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

**IB-06 BID TABULATIONS:** All bid tabulations shall be posted in the Charlotte County Purchasing Division reception area, 18500 Murdock Circle, Suite 344, Port Charlotte, Florida, within two (2) days after bid opening. Those bidders interested in receiving a copy of the unofficial results of this bid may do so by visiting our website at [www.charlottecountyfl.com/purchasing](http://www.charlottecountyfl.com/purchasing) under "Purchasing Bids Online", Document Number 092664. No information regarding the submittal will be divulged over the telephone.

**IB-07 RESERVED RIGHTS:** The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission of bids. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received the first submission date may be rejected by the County depending on available competition and timely needs of the County.

**IB-08 FORM OF CONTRACT:** The submitted Bid Form signed by the Bidder, together with the complete bid package furnished by the County, shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the County's bid package when a purchase order, signed by the Director of Purchasing or his/her designee, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to forfeiture of the bid bond or other posted security and other possible penalties.

**IB-09 NOTICE TO PROCEED/DELIVERY:** After award of bid, a purchase order shall be issued bearing the terms of delivery. Upon receipt of purchase order, successful bidder shall acknowledge receipt of same by either fax or mail, and shall commence prosecution of order so that the agreed upon delivery date will be satisfied.

**IB-10 PAYMENT:** Request for payment must be submitted to the Charlotte County Purchasing Division on a form approved by the County. Price shall be net and all invoices payable according to the Local Government Prompt Payment Act (F.S.218.74).

**IB-11 PERFORMANCE EVALUATION:** At the end of the contract, the receiving department will evaluate the successful bidder's performance. This evaluation will become public record.

**IB-12 ARITHMETIC DISCREPANCIES:**

A. For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms as submitted by bidders:

1. Obviously misplaced decimal points will be corrected.
2. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
3. Apparent errors in addition of lump sum and extended prices will be corrected.

B. For the purpose of bid evaluation, the County will proceed on the assumption that the bidder intends his bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above, and the bid will be so reflected on the tabulation of bids.

**IB-13 DESCRIPTIVE INFORMATION:** Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by the contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish to the County the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution, and such substitution shall be subject to County approval. Substitutions shall be approved only if determined by the County to be equivalent to the specifications. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County.

Specified items bid shall be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, or appropriate attachments.

**IB-14 QUALITY GUARANTEE:** If any product delivered does not meet applicable specifications, or if the product will not produce the effect that the successful bidder represents to the County, the successful bidder shall pick up the product from the County at no expense to the County. Also, the successful bidder shall refund to Charlotte County any money which has been paid for same. The successful bidder will be responsible for reasonable County attorney fees expended to obtain compliance with this provision in the event the successful bidder defaults under this provision.

**IB-15 REGULATIONS:**

A. It shall be the responsibility of each supplier to assure compliance with any OSHA, EPA, and/or other Federal or State of Florida rules, regulations or other requirements, as each may apply.

B. Bidder must be authorized to transact business and be properly licensed in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Charlotte County will apply to any resulting contract.

**IB-16 CODE OF ETHICS:** With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida/Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Charlotte County.

**IB-17 COLLUSION:** By offering a submission to this invitation for bid, the bidder certifies the bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this bid:

- any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- no person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

**IB-18 SOURCE OF SUPPLY AND SUBCONTRACTORS:** Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval.

**IB-19 DRUG FREE WORKPLACE FORM:** It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the bid form. In the event of a tie bid, the presence of a valid and accurate form may be used as a basis for awarding the contract.

**IB-20 PUBLIC ENTITY CRIMES:** In accordance with Florida Statutes Sec. 287.133(2)(a), "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/services to a public entity, may not submit a bid on a contract with a public entity for 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 work 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, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

**IB-21 CANCELLATION/TERMINATION OF CONTRACT:** The County shall have the right to cancel, terminate or suspend the contract, in whole or in part, by providing the Contractor 30 days written notice by certified mail.

It is expressly understood by the County and the Contractor that funding for any successive fiscal years of the contract is contingent upon appropriation of monies by the Charlotte County Board of County Commissioners. In the event that funds are not available or are not appropriated, the County reserves the right to terminate the contract. The County will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

**IB-22 INDEMNIFY:** After notification of award, the successful bidder shall indemnify and hold harmless the County, its officers, employees, agents and volunteers, from action, including any court costs or attorneys' fees arising from, or as a result of, any act or omission by bidder, its officers, employees, licensees, invitees, contractors, agents or assignees, in the performance of the services and/or the delivery of goods for which the resulting agreement was entered into. Bidder agrees that the first ten dollars (\$10.00) of compensation received under the resulting agreement represents specific consideration for the indemnification obligation. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

**IB-23 TAXES:** The Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

**IB-24 ASSIGNMENT:** This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of the County.

**IB-25 EQUAL EMPLOYMENT OPPORTUNITY:** Charlotte County, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through the contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate the contract upon receipt of evidence of discrimination.

**IB-26 CLAIMING STATUS AS A LOCAL BUSINESS:** If bidder affirms that it is a local business as defined below and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of the bid form, must be completed.

A. Local Business Definition: Local business means the company has a valid Business Tax Receipt issued by Charlotte County at least six months prior to the bid submission to do business within Charlotte County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of Charlotte County in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.

B. Competitive bid (local price match option): Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

**TECHNICAL SPECIFICATIONS & CONDITIONS  
FORD OEM REPAIR PARTS - ANNUAL CONTRACT  
BID NO. 2009000266**

**TS-01 PURPOSE:** It is the intent of Charlotte County to purchase Ford OEM repair parts for the maintenance of Charlotte County's automobiles and light/medium duty trucks on an as needed basis. The specific purpose of this bid is to establish a conditional contract with a Ford OEM repair parts supplier for the required materials and to secure the cost and availability of the requirements for procurement from a source of supply that will give prompt and convenient service.

**TS-02 BID PRICES/TERMS OF CONTRACT:** Bidders shall bid unit prices, F.O.B., to Charlotte County Fleet Management, 5474 Williamsburg Drive, Punta Gorda, FL. The prices bid shall include all costs for all transportation, labor, materials and equipment used in supplying and delivering said materials.

Bid prices shall be considered firm from date of award through and including September 30, 2010. This bid may be extended/renewed for two (2) additional one (1) year periods, by mutual agreement, provided there are no changes in terms, conditions and prices.

**TS-03 DELIVERY:** All bids will indicate the lead time required for the established quantities to be delivered. **Successful bidder will be held to delivery dates.** Failure to meet delivery or lead time necessitating Charlotte County to make purchases from other sources, shall cause successful bidder to be held liable for the difference of cost between awarded bid price and the cost of the required purchase from another source.

All deliveries shall be made between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding legal holidays, unless otherwise agreed to by the receiving department.

**TS-04 SCOPE:** The purpose of this specification is to obtain bids from Ford OEM part suppliers who can provide vehicle parts for the maintenance of Charlotte County's fleet of automobiles and light/medium duty trucks. Bids shall be for Ford OEM repair parts only, no exceptions. Bids will only be considered from firms normally engaged in this business who stock and can offer the full Ford Motor Company parts line.

Please note that the County currently has a repair parts contract in place and shall purchase after market parts from that contract if it deems that an after market part would best suit the needs of a specific application.

All parts and supplies provided through this bid shall be original Ford Motor Company, new and unused, of the highest grade and workmanship, and in the original packaging.

Bidders shall be authorized by the Ford Motor Company to sell such parts and shall submit a copy of their Dealer Authorization with their bid submittal.

Authorized factory remanufactured parts are acceptable with approval from Lee county Fleet Management prior to each purchase.

Contractor shall be able to:

- Deliver orders for on the shelf parts placed before 3:00 p.m. on the same day as ordered.
- Regional Warehouse items shall be delivered the same day they are received by the Contractor.
- Factory back-ordered parts shall be delivered the same day they are received by the Contractor.
- Priority orders for parts not stocked locally, which are required for emergency repairs, shall be handled as quickly as possible using premium transportation as directed by the County. Premium transportation costs may be passed to the County at their actual cost (Waybill number listed on the invoice). Additional markup on these items is not allowed. Priority orders shall be either drop shipped directly to the County or delivered within 2 hours from the time they are received by Contractor.

In the event that an item is backordered; the County shall be notified immediately. The County shall have the right to either approve the backorder or obtain the item elsewhere. Backordered parts shall be delivered the same day they are received by the Contractor.

Should the Contractor not be able to provide the required parts for emergency repairs in a reasonable time frame, the County reserves the right to purchase the parts elsewhere. The Contractor shall contact the County with this information as soon as it is known.

An annual return program for parts placed into the County's stock is required. The awarded Contractor shall participate in a semi-annual review of Ford OEM parts in the County's parts room and prepare obsolete parts for return/credit. Contractors policy on the return of obsolete parts shall be submitted with your bid.

**TS-05 PRICING:** Contractors shall bid the manufacturer's dealer net cost plus a percent. The sale price of each item shall be the dealers net cost plus the percentage mark-up bid. All discounts, including but not limited to, rebates, volume discounts, and fleet allowances, shall be included in the price bid.

Contractor shall provide, at no cost to the County, two (2) manufacturer price lists (Parts and Accessories Price List for Ford Dealers). The County requires that the price guides be supplied on either CD, or DVD media. Price lists must be provided to verify the cost of parts. Prices will be allowed to change, but only as the price list changes, and only after the new price lists are provided to the County.

Invoices shall include the date product was delivered, the full part name and number, and the listed net part price.

**TS-06 WARRANTY:** Successful Contractor shall provide full factory warranty on all equipment furnished, as a result of this bid, against defects in materials and/or workmanship. The warranty shall start on the date of delivery and acceptance by the County.

**TS-07 MATERIAL SAFETY DATA SHEETS:** In accordance with Chapter 443 of the Florida Statutes, it is the Contractor's responsibility to provide the County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

**TS-08 ESTIMATED QUANTITIES:** The exact quantities for this bid cannot be determined at this time. It is anticipated that Charlotte County will spend approximately \$60,000.00 per year. No minimum amount is guaranteed or implied. This bid award may result in similar amounts of purchases; however, this is not guaranteed. Purchase orders will be issued on an 'as required' basis.

**TS-09 BREAKDOWN/WORKLOADS/NATURAL DISASTERS:** The awarded Contractor shall be able to provide the name of a contact person and phone number which will afford the County access twenty-four hours per day, 365 days per year, to Ford OEM repair parts, in the event of major breakdowns or natural disasters.

Contractor acknowledges that should he be awarded this contract and is unable to perform because of breakdown, scheduling, lack of equipment or manpower, then the County may, on an order basis, go to the next qualified bidder without penalty to the County.

**TS-10 CRITERIA FOR AWARD:** The award of this bid will be made to the overall lowest, responsive, responsible Bidder, who meets or exceeds the requirements of these specifications.

**For bid evaluation purposes, award will be based on the total cost to the County for the net purchase of \$60,000.00 worth of Ford OEM parts, including the Contractors percentage mark-up as indicated on the Bid Form.**

The County reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after bid opening, the lowest bidder is deemed non-responsible by the County, such bidder shall receive written notice from the County of this determination. The bidder shall have five (5) business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the bidder's responsibility. The County shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

<b>BID FORM</b> <b>FORD OEM REPAIR PARTS - ANNUAL CONTRACT</b> <b>BID NO. 2009000266</b>
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TO: Senior Division Manager - Purchasing  
Board of County Commissioners  
Charlotte County Administration Center  
18500 Murdock Circle  
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Bid Form, and any other documentation for

**FORD OEM REPAIR PARTS - ANNUAL CONTRACT**

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

**FORD OEM REPAIR PART(S) NET COST PLUS \_\_\_\_\_ %**

Percentage Mark-up	X	Estimated Net Cost Purchases	=	Estimated Amount of Mark-up	+	Estimated Net Cost Purchases	=	Total Estimated Annual Cost For Bidding Purposes Only
%	X	\$60,000.00	=	\$	+	\$60,000.00	=	\$

**Please indicate by (√) that you have included the following documentation with your bid:**

\_\_\_\_\_ Proof of Dealer Authorization to sell Ford OEM parts

\_\_\_\_\_ Policy on the return of obsolete parts

**Local Business Status:** If Bidder affirms that it is a local business as defined in IB-26 and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of this bid package, must be completed and returned.

Yes, our business qualifies as a Local Business and has completed and attached the 'Affidavit Claiming Status as a Local Business' as a part of our submission.

No, our business does not qualify as a Local Business.

**Contractor shall provide with their bid two (2) complete sets of list price schedules and two (2) sets of application catalogs for each category at no cost to the County. It is required that the list price schedules be in an electronic format. Please indicate the format in which this information is being provided: \_\_\_\_\_ CD-ROM \_\_\_\_\_ Internet Link**

**NOTE:** Charlotte County's official bid openings are open to the public. Citizens and submitting bidders are encouraged to attend. However, if you are unable to attend but wish to obtain the unofficial bid results, you may do so by visiting our website at [www.charlottecountyfl.com/purchasing](http://www.charlottecountyfl.com/purchasing) under "Purchasing Bids On-Line", Document Number 092664. No information regarding the submittal will be divulged over the telephone.

**Name of Bidder:** \_\_\_\_\_

(This page to be returned)

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

**HOLD HARMLESS AGREEMENT:** The bidding firm as indicated below, its officers and members shall, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

\_\_\_\_\_ (name) agrees that the first ten dollars (\$10.00) of compensation received under this contract represents specific consideration for this indemnification obligation.

Type of Organization (Please Check One): Individual Ownership \_\_\_\_\_ Joint Venture \_\_\_\_\_  
Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

Name of Bidding Firm \_\_\_\_\_

Mailing Address \_\_\_\_\_

Location Address \_\_\_\_\_

City & State \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone \_\_\_\_\_ Fax Number \_\_\_\_\_

E-mail \_\_\_\_\_

Signature of person authorized to bind the Company: \_\_\_\_\_

Print Name/Title of person authorized to bind the Company: \_\_\_\_\_

Date: \_\_\_\_\_

(This page to be returned)

**AFFIDAVIT**  
**Claiming Status as a Local Business**

Bidder affirms that it is a local business as defined below and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009.

**A. Local Business Definition:**

Local business means the company has a valid Business Tax Receipt issued by Charlotte County at least six months prior to the bid submission to do business within Charlotte County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of Charlotte County in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.

**B. Competitive bid (local price match option):**

Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Year Business Established in Charlotte County: \_\_\_\_\_

State of Florida  
County of Charlotte

Sworn to and subscribed before me, a Notary Public, for the above State and County on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expiration

(Affix Official Seal)

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**This page to be returned only if Contractor is claiming a Local Business Status.**

**SOURCE OF SUPPLY AND SUBCONTRACTORS**

The following sources of supply and subcontractors shall be used for the **FORD OEM REPAIR PARTS - ANNUAL CONTRACT** project. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____

**DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature \_\_\_\_\_

Dated \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

**(This page to be returned)**