

BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA
INFORMATION TO BIDDERS BID NO. 2009-F

The Board of County Commissioners will receive sealed bids in the office of Commissioners, 135 NE Hernando Avenue, Post Office Box 1529, Lake City, FL 32056-1529, (386) 719-2028, until 2:00 P.M. on March 11, 2009 for the following:

Automotive Batteries.

Bids will be publicly opened and read in the Commissioner office at 2:00 P.M. on March 11, 2009 or as soon thereafter as practical. Bidders are fully responsible for the delivery of the bids. Bids may be withdrawn at any time prior to the bid opening. Late bids will not be accepted and will be returned to the bidder, unopened. Telegraph and telephone bids will not be accepted under any circumstances.

The County shall reserve the right to reject any and all bids.

The bidder is required to use the "Bid Form" attached and hereto, which attached to the "Information to Bidders" and "Specifications" shall remain intact. Any variation from these minimum specification must be clearly stated on a separate sheet and attached to the "Bid Form" Only one bid form set will be furnished each company or corporation interested in bidding. The one complete bid form set is to be submitted in a sealed envelope, on the outside of which shall be marked "**Sealed Bid For Automotive Batteries**" and the name and address of the firm submitting the bid.

All Bids are to be firm, valid and subject to acceptance for a period of 30 days after bid opening date. All goods to be bid F.O.B. Columbia County, Florida

Payment of approved invoices, timely submitted, are made bi-weekly.

Columbia County, Florida Purchasing Department General Instructions to Bidders

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
 - A. The ability, capacity and skill of bidder to perform required service.
 - B. Whether the bidder can perform service promptly or within specified time.
 - C. The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - D. The performance of previous contracts with Columbia County.
 - E. The suitability of equipment or material for county use.
 - F. The ability of bidder to provide future maintenance.
2. Payment Terms are net (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed by Purchasing Department to be advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. Unit price will prevail in case of errors.
4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
5. If anything on the bid request is not clear, you should contact the Purchasing Director immediately.
6. A bidders list is available at the Purchasing Office.
7. Quote all prices F.O.B. our warehouse or as specified in bid documents.
8. Each proposal shall be clearly marked on the outside of the envelope including Fed Ex, UPS or other delivery service envelopes, as a sealed bid. The name of the item being bid shall be shown on the outside in full.
9. No responsibility shall attach to any County representative or employee for the premature opening of bids not properly addressed or identified.
10. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the counties best interest.
11. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.
12. Telephone and facsimile bids will not be acceptable in formal bid openings (sealed bids). Should a bid be misplaced by the County and found later, it will be considered. Any bidder may request and shall receive a receipt showing the day and time any bid is delivered to the appropriate office of the County from the personnel thereof.
13. Bids requiring bid bonds will not be accepted if bond is not enclosed. Cash or certified check will be accepted in lieu of bond except on construction projects where cost exceeds \$40,000.
14. All bidders must be recognized dealers in the materials or equipment specified and is qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Office and the County Manager that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.

15. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).
16. When requested, samples will be furnished to the County free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the County to do so for the purpose of testing.
17. The County will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
19. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
20. Only the latest model equipment as evidenced by the manufacture's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.
21. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, certificate of origin and any other appropriate documentation as required by the Florida Motor Vehicle Department.
22. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
23. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Purchasing Department, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Purchasing Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the County Sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the County.
24. Unless otherwise specified by the Purchasing Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets.
25. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
26. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
27. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Manager.

28. Unless otherwise specified the County reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the County.
29. The County reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the County and also to purchase any part, all or none of the materials, supplies, or equipment specified.
30. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures will not be acceptable.
31. Any bidder may withdraw his bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the thirty- (30) day period after bids are opened.
32. It is mutually understood and agreed that if at any time the Purchasing Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Purchasing Department or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Purchasing Director, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Department or his designee of the excess due.
33. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.
34. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; other wise, the bidder waives any such complaint.
35. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.
36. All contractors submitting bids for road projects in excess of \$150,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.
37. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for Columbia County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.
38. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Columbia County, may not submit a bid on a contract with Columbia County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Columbia County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Columbia County, and may not transact business with Columbia County for a period of 36 months from the date of being placed on the convicted vendor list.

**INVITATION TO BID
COLUMBIA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS
BID NO. 2009-F AUTOMOTIVE BATTERIES
SPECIFICATIONS**

SCOPE

THIS SPECIFICATION establishes the minimum requirements for BATTERIES, listed and described in the body of these specifications, to be used as noted, by the Columbia County Board of County Commissioners (County). THE INTENT of this bid is to establish a contract for a base period of one (1) year from the date of award of the bid during which time, the successful bidder shall guarantee firm prices or as otherwise addressed herein for the item(s) awarded to him as specified in this bid. Also, both parties may extend this contract at the conclusion of the base period for three (3) additional one (1) year periods at the same terms and conditions if mutually agreeable. However, the contract may be terminated upon thirty (30) days written notice of cancellation by the County, and Awarded Contractor must provide a ninety (90) day written notice to cancel as specified.

PRICE ADJUSTMENT

If there has been a general increase of prices throughout the industry, confirmed by a certified letter from the vendor/contractor's source of supply, the County reserves to accept an increase, negotiable through the purchasing director, after each term of fixed pricing.

SPECIAL TERMS AND CONDITIONS AND LENGTH OF CONTRACT

Prices shall remain firm, as addressed herein, for a period of one (1) year, from the County approved date. This stipulation shall be subject to a thirty (30) day written notice of cancellation by the County, and Awarded Contractor must provide a ninety (90) day written notice to cancel as specified.

METHOD OF AWARD

BID PRICES will be accepted and considered by the following method: An "ALL OR NONE" Bid for the entire quantity of items. The County reserves the right to reject any or all bids or to accept any bid or part thereof that in its judgment will be for the best interest of the County. The County also reserves the right to waive all informalities.

LOWEST AND BEST BID

The County intends to accept the "lowest" and "best" bid submitted to it. The term "lowest" shall be interpreted to mean the lowest "ALL OR NONE" Total Net Bid Price for all required tasks. The County reserves the right (a) to reject any and all bids received by it, and rebid at its discretion, (b) to waive minor informalities in any bid, (c) accept any bid or part thereof, that in its judgment will be for the best interest of the Columbia County Board of County Commissioners.

CONTRACT RENEWAL

The County reserves the right to renew this contract or any portion thereof, for up to three (3) additional one-year periods, upon mutual agreement, in writing.

DELIVERY TERMS

All deliveries shall be made to the Columbia County Public Works Maintenance Yard located at 607 NW Quentin Street, Lake City, FL 32055.

DELIVERY TIME

Orders shall be placed as needed and delivery shall be completed within 48 hours from the receipt of order. If unable to meet this delivery, please specify best possible delivery schedule on bid price sheet.

DELIVERY CHARGES- Unit pricing must include all delivery charges, no additional fuel surcharges or service charges will be allowed.

MINIMUM ORDERS

If a vendor wishes to set a minimum order dollar amount, they must do so by indicating the dollar amount. Failure to specify will be considered no minimum dollar amount.

QUANTITIES

The estimated quantities that could be purchased during a twelve (12) month period are shown on the bid price sheet. Please note that this is an estimate only and in no way obligates the County to purchase these amounts. This estimate is intended as a guide in submitting your bid. The actual quantities purchased under this bid may be more or may be less.

QUANTITY CHANGES

The County reserves the right to increase or decrease the total quantities necessary.

METHOD OF ORDERING

Items shall be ordered via blanket or individual purchase orders on an "as needed" basis for the term of the contract, invoices must be submitted against each purchase order.

ORDERS

The County will issue purchase orders directly to the successful bidder(s) for the purchase of batteries. The successful bidder(s) will be expected to honor these orders according to the terms and conditions listed in this bid.

INVOICING

The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. Invoices shall accompany each delivery. Invoices that do not reference valid purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies.

SERVICE REQUIREMENTS

The successful bidder shall provide sufficient staff, resources and facilities to ensure that the County's business is handled in a timely manner.

WARRANTY

The manufacturer's standard warranty shall apply from the date of the installation by the County.

COMPLIANCE WITH BID SPECIFICATIONS

A purchase order will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will not be accepted" and will be returned to the vendor at no expense to the County.

OSHA

The bidder warrants that the product or products supplied to the County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970. As amended, and the failure to comply will be considered a breach of contract.

TECHNICAL SPECIFICATIONS

ALTERNATIVES / APPROVED EQUAL DEVIATIONS

Unless otherwise specified, the mention of a particular manufacturer's brand name or model/stock number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and specifications.

The determination as to whether any Alternate product or service is or is not equal shall be made by the County and such determination shall be final and binding upon all bidders. Although the County provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the County, which award may not necessarily be given to the lowest bid offered.

SHELF LIFE

All batteries will have a designated shelf life of ninety (90) days. After the shelf life has lapsed, stock will be exchanged at no additional cost to the County, shelf life will be monitored by the vendor via the use of a stamped or stick-on label with the initial stocking date code clearly listed.

STOCK ROTATION

Stock will be rotated upon each delivery so as to insure that no battery exceeds its designated shelf life.

BATTERY CHECKS

All batteries supplied during this contract are to be checked by the vendor for the state of charge every forty-five (45) days. It will be the vendor's responsibility to replace any and all batteries, which fall below specifications at no additional cost to the County. Documentation must be provided to the Public Works Stock Room Clerk showing the date of battery checks and subsequent results.

The awarded vendor will be responsible for delivering replacement batteries for any batteries currently under warranty, which have failed. The vendor will be notified of the situation by the Stock Room Clerk and be given fourteen (14) days in which to supply replacement batteries.

It will be the awarded vendor's responsibility to coordinate the pick-up of core batteries with the delivery of new batteries.

WARRANTIES/& GUARANTEE REQUIREMENTS

All warranties will begin on the date of installation as indicated by the punched label affixed to each battery. All batteries are to have a minimum of a twelve (12) month limited warranty. All batteries are to be replaced with a new battery of same brand and model numbers without any additional cost should failure occur during the first twelve (12) months of service. During the second year of service, adjustments will be pro-rated by using the bid purchase price divided by twelve (12) months. Only the portion of this second year proration will be charged to the County for replacement.

Any and all warranty adjustments will be clearly indicated on the very next invoice submitted to the County.

SERVICE

Service will be provided on a weekly basis. A clearly marked service truck should be stocked with sufficient inventory to handle all adjustments and stock replacement. The replacement stock will be done on an as needed basis with the stocking inventory level preset by the County. An invoice must accompany each delivery, complete with itemized price as well as extended price. Successful vendor shall make appropriate arrangements for collecting and recycling core batteries. The successful vendor shall indemnify the County from environmental liabilities with regard to the disposition of recycled and/or core batteries.

SUBSTITUTES

Unapproved substitutes will not be allowed, if items are not available, the Stock Room Clerk must be contacted prior to shipment to determine if a substitute is acceptable.

BID FORM
2009-F
COLUMBIA COUNTY COUNTY OF COUNTY COMMISSIONERS

BID FORM FOR: AUTOMOTIVE BATTERIES

Bids must be received in the Office of the County of County Commissioners, Columbia County, 135 NE Hernando Avenue, P.O. Box 1529, Lake City, FL, 32056-1529. No later than 2:00 P.M., on March 11, 2009, in a sealed envelope, plainly marked: "**Sealed Bid For: Automotive Batteries**" and the name of the firm submitting bid. Bids will be opened in the Office of the County of County Commissioners at 2:00 P.M. on March 11, 2009 or as soon thereafter as practical.

Columbia County reserves the right to reject any and/or all bids and to accept the bid in the county's best interest, bid F.O.B., Columbia County, Florida.

BID PRICES

CCA=Cold Cranking Amps CA = Cranking Amps RC = Reserve Capacity

Item 1 Battery Group: 4D, CCA: 925, CA: 1150, Gel Type, RC: 240

Brand& BCI # _____

CCA: _____ CA:_____ RC:_____

Unit Price \$ _____ X Estimated Qty of (4) = **Total Cost Item 1** \$ _____

Item 2 Battery Group: 8D, CCA: 1,400, CA: 1725 Gel Type, RC: 435

Brand& BCI # _____

CCA: _____ CA:_____ RC:_____

Unit Price \$ _____ X Estimated Qty of (4) = **Total Cost Item 2** \$ _____

Item 3 Battery Group: 31S (Stud Post), CCA:700, CA: 850, RC 160

Brand& BCI # _____

CCA: _____ CA:_____ RC:_____

Unit Price \$ ___ X Estimated Qty of (60) = **Total Cost Item 3** \$ ___

Item 4 Battery Group: D-T 875 , CCA: 780. CA: 980, RC: 120, Dual Terminals

Brand& BCI # _____

CCA: _____ CA: _____ RC: _____

Unit Price \$ _____ X Estimated Qty of (25) = **Total Cost Item 4** \$ _____

Item 5 Battery Group: UIR-H, CCA: 245, CA: 300, RC 30

Brand& BCI # _____

CCA: _____ CA: _____ RC: _____

Unit Price \$ _____ X Estimated Qty of (6) = **Total Cost Item 5** \$ _____

Item 6 Battery Group: 31P CCA: 750, CA: 900, RC: 180

Brand& BCI # _____

CCA: _____ CA: _____ RC: _____

Unit Price \$ _____ X Estimated Qty of (40) = **Total Cost Item 6** \$ _____

Item 7 Battery Group: 65-72, CCA: 875, CA: 1050, RC 160

Brand& BCI # _____

CCA: _____ CA: _____ RC: _____

Unit Price \$ _____ X Estimated Qty of (60) = **Total Cost Item 7** \$ _____

Total Bid Equals the Sum of Items 1-7

\$ _____

**CERTIFICATION PAGE
BID NO. 2009-F
AUTOMOTIVE BATTERIES**

I certify that this bid meets or exceeds the County specifications and that the undersigned bidder declares that I have carefully examined the specifications, term and conditions of this bid and I am thoroughly familiar with its provisions. The undersigned bidder further declares that he/she has not divulged, discussed or compared his bid with any other bidders and has not colluded with any other bidders or parties to a bid whatsoever for any fraudulent purpose.

COMPANY: _____ DATE: _____

ADDRESS: _____

PHONE NO: _____ FAX NO. _____

SIGNATURE: _____

PRINT NAME/TITLE: _____