



**BATTERIES: AUTOMOTIVE AND HEAVY EQUIPMENT
QUOTATION# 10-Q02/PF**

August 21, 2009

**PURCHASING SERVICES CONTACT: Phillip Ford, CPPB, Purchasing Supervisor
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All quotation responses must be received on or before September 17, 2009, prior to 5:00 p.m., EST. Submit quotation to: Solid Waste Authority of PBC Purchasing Department, 7501 North Jog Road, West Palm Beach, FL 33412

PURPOSE

The purpose of this Quotation is to establish a term contract for the purchase of **New Batteries: Automotive and Heavy Equipment**.

AWARD, All or None

Award will be made on an "all or none" basis. Therefore, it is necessary for a bidder to bid on ALL items to be considered for award.

If during the contract period, the Authority is able to purchase the items/services specified from other public entities or Solid Waste Authority contracts at prices lower than the current contract price, the current successful bidder shall meet these lower prices. In the event of failure by the current successful bidder to meet the lower price, the Authority reserves the right to purchase the item/service at the lower price offered from the applicable public entity or SWA contract.

OPTION TO RENEW FOR (TWO) ADDITIONAL YEAR(S) (With Price Adjustment:

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the Authority shall have the option to renew this contract for an additional two (2) year period on a year-to-year basis. Prior to completion of each exercised contract term, the Authority may consider an adjustment to price based on changes in the following pricing index: CPI – All Urban Consumers, Miami-Ft. Lauderdale, Other Goods and Services.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 30 days prior to expiration of the then current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the Authority will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment.

The Authority reserves the right to reject any 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 an Authority 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 Authority.

AS SPECIFIED

A purchase order or blanket purchase order will be issued to the awarded bidder(s) with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will be picked up by the bidder at no expense to the Authority. Replacement items meeting specifications shall be submitted within a reasonable time of rejection of the non-confirming items.

CANCELLATION, WITHOUT CAUSE

The Authority reserves the right to cancel this contract without cause upon 30 days written notice.

ESCALATION CLAUSE

The Solid Waste Authority acknowledges the fluctuating nature of prices for items specified. Accordingly an escalator/de-escalator clause will be accepted only under the following conditions. The Authority reserves the right to cancel Awarded Bidders contract and make award to the lowest responsive Bidder(s) if the Awarded Bidders price escalation changes their position as lowest responsive responsible Bidder(s). The Authority may, at its option, request price updates from any Bidder if awarded Bidder requests a price increase.

1. Price increase(s) and price decrease(s) comparable to documented manufacturer's price changes or changes in industry-related indices.
2. Receipt of proper written notification, to Purchasing Services, of all items affected by price increases/decreases no less than 21 days prior to the effective date, along with a written request for acceptance and stating the effective date of such changes. Bidder must deliver copies of new manufacturer's price lists to all Authority Departments as indicated by Purchasing Services, if applicable.
3. Where all prices shall have remained firm a minimum of 90 calendar days after effective date of contract.
4. All price increase(s) and decreases(s) to be approved by Assistant Director of Purchasing Services

METHOD OF ORDERING, INDIVIDUAL OR BLANKET PURCHASE ORDER

Items shall be ordered via individual purchase orders or blanket purchase orders on an “as needed” basis for the term of the contract. Invoices must be submitted against each individual purchase order or blanket purchase order release.

DELIVERY

Delivery time is of the essence in the award of this quote. Delivery is requested within 24 hours or next business day after receipt of purchase order or blanket order release. Delivery must be made within 24 hours unless prior arrangements have been made. Vendor making more than three (3) late deliveries will be cause for cancellation of contract.

F.O.B. POINT

The F.O.B. point shall be indicated on the purchase order. Bid responses showing other than F.O.B. destination will not be accepted

ESTIMATED EXPENDITURE

The Authority reserves the right to increase or decrease total estimated expenditure(s). The approximate expenditure will be \$25,000.00 annually. This figure is an estimate only.

INVOICE INFORMATION

Invoices submitted as a result of this Bid must contain the following information:

1. Purchase Order or Blanket Order Number.
2. Itemized cost per kit.
3. Credit for returned cores.

WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM

A. Type of Warranty Coverage Required

The vendor shall provide a copy of its written warranty certificates with its initial offer, or upon request from the Authority. Failure to meet this requirement may result in the offer being deemed non-responsive. The warranty supplied by the vendor shall remain in force for the full period identified by the vendor; regardless of whether the vendor is under contract with the Authority at the time of defect. Any payment by the Authority on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The vendor shall be responsible for promptly correcting any deficiency, at no cost to the Authority, within 14 calendar days after the Authority notifies the vendor of such deficiency in writing. If the vendor fails to satisfy the warranty within the period specified in the notice, the Authority may (a) place the vendor in default of its contract, and/or (b) procure the products or

services from another source and charge the vendor for any additional costs that are incurred by the Authority for this work or items; either through a credit memorandum or through invoicing.

SPECIFICATIONS

The purpose of the Quotation is to establish a term contract for the purchase of new batteries: Automotive and Heavy Equipment.

Vendor(s) shall submit prices for the purchase of new batteries.

DO NOT include prices that are based upon an exchange of cores. DO NOT invoice cores or credit cores as these will not be paid nor credited.

Most cores will be returned to the awarded vendor but not on a one-for-one basis (as some are damaged and some are not returned from the field mechanics); *however, all cores that are collected by SWA Maintenance will be returned to the awarded vendor.*

Vendor must list days of delivery and required notice prior to delivery or pickup. Delivery must be a minimum of two days per week.

Warranty and prorated replacement policies are to be included with bid.

Part ID	Usual Reorder Quantity	Estimated Annual Usage	Vendor stocked? (circle one)	Delivery Days	Minimum Cold Cranking Amps	Unit Price
24	1	4	Y / N		525 Amps	\$
24M1000	2	10	Y / N		800 Amps	\$
35	1	2	Y / N		525 Amps	\$
4D	2	45	Y / N		1000 Amps	\$
4DLT	1	6	Y / N		820 Amps	\$
58	1	10	Y / N		540 Amps	\$
65	2	40	Y / N		650 Amps	\$
75	1	10	Y / N		525 Amps	\$
78	1	20	Y / N		850 Amps	\$
8D	2	15	Y / N		1300 Amps	\$
MP31	2	60	Y / N		925 Amps	\$
MS31	4	125	Y / N		925 Amps	\$
U1L (GT-H)	1	25	Y / N		235 Amps	\$

Company	Vendor Signature	Title
Date	Printed Name	Printed Title

Delivery ARO _____ days.

Warranty Period _____

Mfg discount for additional batteries _____ %

NOTE: Awarded bidder shall pick-up all available* cores at the:
Equipment Maintenance Building
6255 North Jog Road
West Palm Beach FL 33412

Contact person: Mr. Bob Wright at 561-687-2991

*** NOT ALL CORES WILL BE RETURNED TO VENDOR**

AREA REPRESENTATIVE:

Name (Printed):		Office FAX:
Title:		Office Phone:
Address:		Cell Phone:
		E-Mail:

Bidder understands that the Authority reserves the right to reject all Bids and to waive any informality in bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids, prior to award.

Payment Terms: Net 30 days

By (Signature):		Date:
Name (Printed):		Title:
Company Name:		
Address:		
Contact Information:	FAX:	Office:
	Cell/Mobile:	E-Mail:

SAVINGS

(For internal information purposes only. Not a factor in award of this contract)

Bidder is required to furnish the percent (%) savings in prices offered in this bid compared to prices that would be paid by the purchaser without benefit of a contract resulting from this bid.

BID PRICES OFFERED AVERAGE _____% LOWER THAN:

 (CIRCLE ONE OF THE FOLLOWING NUMBERS)

1. Price that would be obtained without benefit of a contract resulting from this bid.
2. Manufacturer's current wholesale price list.
3. Other (specify) _____

MINORITY /WOMAN/SMALL BUSINESS ENTERPRISE

(For internal information purposes only. Not a factor in award of this contract except in the event of a tie bid as prescribed in the Authority's Purchasing Manual, Section 7.2, Tie Bid Preference)

If you are a minority/woman and/or small owned business please complete the following. This information will assist us in identifying your minority and/or women owned business in our database.

This form is not intended to certify your firm.

ETHNIC GROUP STATUS: Specify the ethnic group and percentage of ownership of the person(s) who owns and controls (management & operational) 51% or more of the firm.

African-American	Male	_____%	Asian-American	Male	_____%
	Female	_____%		Female	_____%
Hispanic-American	Male	_____%	Native-American	Male	_____%
	Female	_____%		Female	_____%
Caucasian-Female		_____%			

DEFINITIONS:

African-American: any black individual of the racial groups of Africa; **Asian-American:** persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, India, Pakistan, and Bangladesh; **Hispanic-American:** persons of Spanish or Portuguese culture including Mexico, South America, Central America, or the Caribbean Islands; **Native-American:** persons having origins in any of the original peoples of North America; **Caucasian Female:** women that are not included in the above categories.

Are you currently certified as a minority vendor with a government entity? _____

With what agency(s) _____

(Please *attach copy of certification certificate* with your response with this bid/quotation.)

Comments: _____

VENDOR LIST
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RICHARD BEITER INC 747 BARNETT DRIVE LAKE WORTH FL 33461	FLEETPRIDE 2250 AUSTRALIAN AVENUE RIVIERA BEACH FL 33404
BENNET AUTO SUPPLY 1310 10 TH STREET LAKE PARK FL 33403	CONGRESS AUTO PARTS 4921 SOUTHERN BLVD WEST PALM BEACH FL 33415
L & L DISTRIBUTOR INC 1511 NORTH POWERLINE ROAD POMPANO BEACH FL 33069-1690	PALM BEACH BATTERY 1300 OLD OKEECHOBEE ROAD WEST PALM BEACH FL 33401 561 655-0615