



LAKELAND AREA MASS TRANSIT DISTRICT

SOLICITATION OVERVIEW

1. SOLICITATION #: Web-Quote, RFQ – 16-001	4. BRIEF DESCRIPTION: Inventory and Non-Inventory Bus and Support Vehicle Parts
2. ISSUE DATE 08/26/2015	
3. FOR INFORMATION CONTACT: NAME: Jay Kirkland E-MAIL: Jkirkland@ridecitrus.com PHONE: 863-327-1311 FAX: n/a	

5. PRE-OFFER CONFERENCE: none

6. SUBMIT ELECTRONIC OFFER TO THE FOLLOWING: Offers MUST be submitted electronically, using the attached Web-Quote form; provided in excel format. *Any bids not submit on the attached form may not be considered for award*	7. OFFER SUBMISSION DUE DATE AND TIME: September 25, 2015 at 010:00 A.M. EST
--	--

8. SUBMIT WITH OFFER: This form and all items indicated Page 2 of this form.

9. OFFERS WILL NOT BE PUBLICLY OPENED.

10. FIRM OFFER PERIOD: Offers shall remain firm for a period of 30 calendar days from the date specified in Block 7, above.

11. This solicitation and any resulting contract, respectively, consists of this form, the solicitation, attachments and exhibits, documents designated on Page 2 of this form, the contract response, and the resulting contract as stated in paragraph 3 of the contract.

OFFER

(To be completed by Offeror)

12. DISCOUNT FOR PROMPT PAYMENT: _____%, _____ Calendar Days (Please refer to Invoice and Payment clauses in Section 3)

13. If this offer is accepted within the period specified in Block 10, above, the offeror agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.

14. ACKNOWLEDGEMENT OF AMENDMENTS: The offeror acknowledges receipt of the following solicitation amendments (write in all amendment numbers and amendment dates.

Amendment Number and Date	Amendment Number and Date	Amendment Number and Date

15. OFFEROR'S NAME AND ADDRESS: (Type or Print) TELEPHONE: E-MAIL: CELL PHONE: FAX:	16. NAME AND TITLE OF OFFEROR'S REPRESENTATIVE (PERSON AUTHORIZED TO EXECUTE CONTRACTS): (Type or Print)
	17. OFFEROR'S REPRESENTATIVE SIGNATURE & DATE:

AWARD

(To be completed by LAMTD)

18. DBE: There is no Disadvantaged Business Enterprise (DBE) goal established for this procurement. Federal funds are not utilized.

19. ACCEPTED AS TO:	20. TOTAL AMOUNT OF AWARD:	21. PO NUMBER:

22. LAMTD'S CONTRACTING OFFICER'S SIGNATURE & CONTRACT AWARD DATE:

Name: _____ Signature: _____ Date: ____/____/____

	NAME	FORM DESCRIPTION	FORM #	SUBMIT WITH TECHNICAL OFFER?
●	Cover Sheet	Solicitation Overview	CS-01	YES
●	Section 1	Introduction/Instructions	Below	NO
●	Section 2	Purchase Order Terms and Conditions	Below	NO
●	Attachment 1	Vendor's Web- Quote (Price Schedule)	ATT-01	YES

REQUEST FOR QUOTES SECTION 1 - INSTRUCTIONS

- A. **Introduction.** The “Lakeland Area Mass Transit District” (LAMTD), herein after known as the District, has provided public transportation to the Polk County area since 1982 with a current employee population of about 135 individuals. The District operations include: roughly 39 fixed route buses, 16 paratransit demand response service vehicles, and ten support vehicles. Polk County is larger than the state of Rhode Island and equal in size to Delaware, and is situated along Interstate 4 between Orlando and Tampa. The total area of the county is approximately 2,010 square miles which makes it the fourth largest county in Florida, exceeded only by Dade, Palm Beach, and Collier counties. Polk County ranks as the eighth in populous of Florida's 67 counties; the Urbanized Lakeland Area houses 1/3 (over 200,000) of its currently estimated 609,000 residence. Additional, the agency's Board of Directors is composed of five members, who are sitting Polk County, Florida and City of Lakeland Commissioners.
- B. **Purpose.** The District seeks quotes from qualified firms interested in providing miscellaneous inventory and non-inventory bus and support vehicle parts that meet or exceed the fit, function, and life cycle of the OEM parts listed on Attachment 1 – Web Quote.
- C. **General.** Please review the information herein, return Page 1 of this form, all required documents listed above, as well as the necessary Request for Quote attachments. As indicated above, Page 1 of this form, “Solicitation Overview”, must be completed and returned as part of the required submittal documents indicated in the table above. All offers must be submitted on or before the due date and time outlined in box 7, or as amended. Failure of an Offeror to submit all required documents or information, to use forms other than those indicated above, or to take exceptions to this RFQ or its Statement of Work, etc., may result in a finding of non-responsiveness, eliminating such an offer from being considered for award.
- D. **Special Instructions.** Attachment 1, to this Request for Quote, is a formatted pricing schedule; entitle Attachment 1 - Web-Quote. Said document has been formatted for electronic evaluation and may not be altered. Unit prices shall not extend past 2 decimals, lead time shall appear in calendar days (not week days) and in numeric format. Items for which “no bid” is being submitted may be left blank.
- E. **Pricing.** Prices offered must be a Firm-Fixed unit price inclusive of any applicable freight, delivery and/or fuel surcharge (price adjustments post award will not be permitted). Vendors are encouraged to submit offers for no fewer than 10 line items. Offerors must adequately anticipate the level of work, freight, and other misc. charges and appropriately include them in their quotes. Optional or alternate items may be quoted on the blank lines provides and must be submitted as part of your firms quote, in order to be considered for award. Optional or alternate items may not necessarily be purchased in conjunction with the intended PO award. Estimated quantities are provided as a rough order of magnitude and may not necessarily be purchased under this agreement.
- F. **Questions or Concerns.** Questions or concerns about the Request for Quote (RFQ) must be conveyed to LAMTD's Project Manager identified in Block 3 of this Solicitation no later than three days prior to the due date specified in block 7.
- G. **Term of Contract:** The term of this contract shall be for a period of three (1) Year from PO award.
- H. **Award.** A Purchase Order Award may be made to **multiple** responsible Offerors offering the best overall product pricing, meeting the lead time requirements for each individual order that also meets the requirements of the RFQ. A responsible Offeror is one who affirmatively demonstrates to the District that it has adequate financial resources and the requisite capacity, capability, and facilities to perform the contract within the delivery period or period of performance, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws or regulations applicable to the procurement. The issuance of the aforementioned purchase order shall be made within five days of the date specified in block 7 and shall be the sole notification of award.

[END]

Section 2 - Purchase Order Terms and Conditions

SELLER (or, VENDOR) AND BUYER (or, the DISTRICT) AGREE THAT IN THE ABSENCE OF A FORMAL, WRITTEN CONTRACT THE FOLLOWING PROVISIONS CONTROL. THESE PROVISIONS MAY BE FURTHER MODIFIED BY A TASK OR WORK ORDER, IF ATTACHED TO THE PURCHASE ORDER. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE PROVISIONS OF FEDERAL TRANSIT ADMINISTRATION CIRCULAR 4220.1F AND THE FEDERAL RULES OF ACQUISITION (48 C.F.R. CHAPTER 1) GOVERN. IN ADDITION, THE REQUIRED FEDERAL CLAUSES ARE HEREBY INCORPORATED INTO THE FOLLOWING TERMS AND CONDITIONS BY REFERENCE AS SET FORTH IN THE DISTRICT'S GENERAL CONTRACTING PROVISIONS.

A. SHIPMENT AND DELIVERY.

1. VENDOR TO PACKAGE GOODS. Vendor at Vendor's cost will package goods in accordance with commercial practice to secure the lowest appropriate transportation cost, with requirement of the common carrier and with applicable specifications. Each shipping container shall be clearly and permanently marked as follows: (i) Vendor's name and address, (ii) Buyer's name and the address of the place of delivery referred to below, (iii) purchase order or purchase release number, if applicable, (iv) container number and total number of containers, for example, "box 1 of 4 boxes," and (v) the container bearing the packing list. Buyer's count or weight shall be conclusive on shipments not accompanied by packing list.
2. SHIPMENT UNDER RESERVATION PROHIBITED. Vendor shall not ship the goods under reservation. No tender of a bill of lading will operate as a tender of goods.
3. TITLE AND RISK OF LOSS. Title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the place of delivery referred to below.
4. TRANSPORTATION CHARGES. F.O.B. Destination. Freight Prepaid and Allowed unless delivery terms are specified otherwise. If the quoted delivery terms do not include transportation costs, buyer shall reimburse Vendor for transportation costs in the amount specified in Vendor's bid, or actual costs, whichever is lower. If transportation costs are based on actual costs, a copy of the freight bill showing actual charges for the shipment must be attached to the invoice. Buyer shall have the right to designate what method of transportation shall be used to ship the goods.
5. SUBSTITUTIONS. No substitutions permitted without written approval of LAMTD.
6. PLACE OF DELIVERY. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Ship To". Any change thereto shall be effected by modification as provided for in Clause E5, "Modifications," hereof. The terms of this contract are "no arrival, no sale."
7. TIME OF DELIVERY. Delivery shall be made during normal working hours only, unless prior approval has been obtained from LAMTD.
8. INSPECTION AND TESTS. All goods will be subject to inspection and test by LAMTD. Tests shall be performed on samples submitted with the bid or quote or on samples taken from regular shipment. All costs shall be borne by the vendor in the event goods fail to meet or exceed all conditions and requirements. Goods delivered and rejected in whole or in part may, at LAMTD's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.
9. SPECIAL TOOLS AND TEST EQUIPMENT. If the price bid, quoted or stated includes the cost of any special tooling or special test equipment fabricated or required by Vendor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall be identified by Vendor and shall become the property of the Buyer.
10. NEW AND UNUSED. Unless otherwise specified, all goods will be new and unused.
11. DELAY. If delay is foreseen, vendor shall give written notice to Buyer. Vendor must keep the Buyer advised at all times of status of order. Default on promised delivery (without accepted reasons) or failure to meet specifications authorizes LAMTD to purchase goods or services elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

B. PAYMENT.

1. INVOICES AND PAYMENT. Vendor shall submit one original copy of an itemized invoice showing purchase order number and purchase release number, if applicable. Transportation costs shall be included in the invoice, if applicable, and a copy of the freight bill shall be included if transportation costs are based on actual costs. Copies of the bill of lading and the freight waybill shall be included when applicable. LAMTD will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Invoices shall be mailed to: Accounts Payable, LAMTD, 1212 George Jenkins Blvd, Lakeland FL, 33815. Vendor shall advise the Accounts Payable Department, in writing, of any changes in remittance address. All invoices are subject to the provisions of the Local Government Florida Prompt Payment Act, Florida Statute Chapter 218.70-218.80, or as revised.
2. TAXES. Buyer is exempt from most Federal Excise, State or City sales taxes. Buyer shall furnish tax-exemption certificates upon request. Vendor shall not collect or pay taxes for which exemption certificates have been furnished.
3. PRICE INCREASE. If prices are higher than specified in the purchase order, the new prices must be approved by Buyer in writing prior to shipment.
4. ACCOUNTS CLOSED. Each month's accounts will be closed on the first of the following month and bills received after the closing date will not be included in such accounts. Drafts will not be honored by Buyer.

C. WARRANTIES.

1. PRICE. The prices to be paid by the Buyer shall be those contained in Vendor's bid or, if no bid, in Vendor's quotation, and Vendor warrants that such prices are no higher than Vendor's current prices on orders by other purchasers for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. If Vendor breaches this warranty, the prices of the items shall be reduced to the Vendor's current prices on orders by other purchasers, or Buyer may cancel this contract without liability to Vendor.
2. PRODUCT. Vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Vendor warrants the goods furnished will conform to the specifications, drawings, and descriptions accompanying or referred to in the bid invitation or request for quotation and to any samples furnished by Vendor, if any, and shall be fit for Buyer's purposes. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. Manufacturer's standard warranty shall apply unless otherwise specified.
3. SAFETY. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA. Vendor warrants the goods conform to any standards promulgated by the U.S. Department of Labor under the Occupational Health and Safety Act of 1970 or other applicable standards.
4. PATENTS OR COPYRIGHTS. The vendor agrees to protect LAMTD from claims involving infringement of patents or copyrights.
5. WARRANTY OF TITLE. Vendor warrants that the title to all material, supplies and equipment furnished is free of liens and encumbrances.

D. DEFAULT TERMINATION.

1. TERMINATION. The performance of work under this order may be terminated in whole or in part by the Buyer by the delivery to the Vendor of a written "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Buyer shall not be liable to Vendor for any work done or materials purchased after such termination or for lost profits or other damages. Such right of termination is in addition to and not in lieu of rights of Buyer otherwise set forth in this contract.
2. FORCE MAJEURE. If either party hereto is delayed in carrying out its obligations under this contract because of acts of God, war or riot or labor stoppages, the party shall give notice and full particulars of such delay supported by sufficient evidence in writing, to the other party within a reasonable time after occurrence of the delay and the time for performance by the party shall be extended by the number of days of the delay, except as hereinafter provided.
3. RIGHT TO ASSURANCE. Whenever LAMTD has reason to question the Vendor's intent to perform, LAMTD may demand that the Vendor give written assurance of this intent to perform. In the event that a demand is made, and no assurance is given within ten (10) business days, LAMTD may treat this failure as an anticipatory repudiation of the Contract.

E. GENERAL PROVISIONS.

1. ASSIGNMENT. No right, interest or obligation in or under this contract shall be assigned or transferred by Vendor without the written consent of the Buyer. Any attempted assignment or transfer by Vendor without such consent shall be ineffective.
2. ANTI-TRUST. Vendor hereby assigns to Buyer any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the anti-trust laws of the State of Florida.
3. ADDENDA. The addendum or addenda attached to this contract are incorporated into and are a part of this contract.
4. WAIVER. No waiver of a claim or right arising out of a breach of this contract shall be effective unless it is supported by consideration and is in writing signed by the aggrieved party.
5. MODIFICATIONS. This contract can be modified only by a writing signed by both parties.
6. INTERPRETATION. This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any item used in this agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
7. APPLICABLE LAW, VENUE. This contract shall be governed, construed and interpreted under the laws of the State of FLORIDA. Venue for any litigation arising under this contract shall lie in Polk County, Florida.
8. INSURANCE. In the event the Vendor, its employees, agents or subcontractors enter premises occupied or under the control of LAMTD in the performance of this contract, the Vendor agrees that it will maintain public liability and property damage insurance in reasonable limits covering the obligations set forth above, and will maintain worker's compensation coverage (either by insurance or if qualified pursuant to law, through a self insurance program) covering all employees performing this contract on premises occupied or under the control of LAMTD. In supplying any services hereunder, Seller warrants that it is, and undertakes such performance as, an independent contractor, with sole responsibility for the payment of all federal and/or state unemployment insurance, social security and/or other similar taxes incurred hereunder. Any performance by Seller under this Purchase Order on Buyer's premises shall be in full compliance with Buyer's safety and other rules and procedures and with all federal and state laws and regulations regarding

workplace safety, including without limitation, laws pertaining to occupational safety and health. Prior to commencement of any services hereunder on Buyer's premises and until the satisfactory completion thereof, Seller shall, at its expense, maintain the following minimum insurance coverages on an "occurrence" basis (and not on a "claims made" basis):

Kind of Insurance	Minimum Limits
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 bodily injury by accident, each accident
	\$1,000,000 bodily injury by disease, policy limit
	\$1,000,000 bodily injury by disease, each employee
Commercial General Liability Combined Single Limits:	\$1,000,000
Including Contractual Liability Occurrence and Products/Completed Operations	\$2,000,000 General Aggregate \$2,000,000 Products/ Completed Operations Aggregate
Business Auto Liability Single Limits:	Combined
(Any Auto) including Hired and Non-Owned Autos	\$1,000,000 per accident

9. Seller may be requested to furnish to Buyer certificates of insurance showing the above coverages with an insurer with an AM Best rating of "A VIII" or better and providing for at least thirty (30) days prior written notice of cancellation or modification resulting in a reduction below the required minimum coverages and naming Buyer as an additional insured under Commercial General Liability using ISO form CG 20 26 or its equivalent, or in the case of Buyer's distribution of Seller's products, ISO form CG 20 15 or its equivalent. If Seller fails to furnish such certificates or maintain such insurance, Buyer shall have the right to cancel this Purchase Order immediately. Seller, for itself and its insurers, hereby waives subrogation against Buyer, and Seller agrees that, with respect to claims against Buyer arising out of Seller's performance hereunder, Seller's insurance shall be primary and Buyer's insurance shall be excess and non-contributory. Seller's obligations to maintain such insurance shall in no way limit the liability or obligations assumed by Seller hereunder.
10. ADVERTISING. Vendor shall not advance or publish without Buyer's prior written consent the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

F. PROHIBITED CONDITIONS.

1. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS. No officer or employee of Buyer, or member of Congress during his tenure, or within two years after its expiration shall have a financial interest, direct or indirect, in any contract with Buyer, or shall be financially interested, directly or indirectly, in the sale to Buyer of any materials, supplies or service, except on behalf of Buyer as an officer or employee. Any willful violation of this provision, with the knowledge, expressed or implied of the person or corporation contracting with Buyer shall render the contract involved voidable by Buyer.
2. GRATUITIES. The Buyer may, by written notice to the Vendor, cancel this contract without liability to Vendor if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of Buyer with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is not canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or deduct from amounts due Vendor the approximate cost to Vendor of such gratuities.
3. COLLUSION. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission percentage, brokerage or contingent fee except bona fide employees of bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business and disclosed to Buyer prior to the date of this contract. For breach of this warranty Buyer, may in addition to any other rights it may have, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, cancel this contract without liability to Seller.
4. DEBARRED CONTRACTORS. Vendor certifies that it is not included on the U.S. Comptroller General's Excluded Parties Listing service (www.epls.gov), or Florida Department of Management Services lists of persons or firms currently debarred for violations of public contracts.