



20329

CITYWIDE OIL CHANGES-REBID

Commodity Code 92847

Issued: 2/3/20 Due: 2/11/20 by 4:00 PM

SECTION A: SCOPE / SPECIFICATIONS

1. SCOPE OF SERVICE: The City of Daytona Beach (City) is requesting quotes for the following products or services. Quotes may be e-mailed to PURCHASING@CODB.US, faxed to 386-671-3964 or delivered to the Purchasing Department, 301 South Ridgewood, Room 146, Daytona Beach, FL 32114 by the date and time indicated above.

The City of Daytona Beach is seeking quotes for the Daytona Beach Police Department, but can be utilized by any department within the City of Daytona Beach. The vendor shall complete service on all vehicles and have ready for use no later than 45 minutes after arrival.

2. SPECIFICATIONS FOR CITYWIDE OIL CHANGES

If awarded, the Vendor hereby agrees to furnish all labor, materials, and equipment to provide the service in accordance with these specifications and conditions for the amount stated in the price schedule.

QUOTE PRICE INCLUSIVE OF ALL COSTS: Quote Price is inclusive of all of the Vendor's direct and indirect costs of performing the Work, including any surcharges, fuel charges, delivery charges, disposal charges, or other unspecified additional fees.

AVAILABILITY AND COMPLETION TIMES: The vendor shall provide service a minimum of five (5) days per week, Monday thru Friday excluding nationally recognized holidays. Vendor shall be available to perform service between the hours of 8:00 A.M and 5:00 P.M. on weekdays.

The vendor shall complete service on all vehicles and have ready for use no later than 45 minutes after arrival.

INVOICES: All invoices shall be itemized using the line items contained on the quote form. Invoices must clearly identify the specific vehicle number, department, VIN number, license plate number, make, model, year of the vehicle, and number of quarts of oil disposed. All invoices must have a City representative signature and name printed on the invoice verifying the work has been performed, in order to get paid. Vendor shall submit invoices on a monthly basis. Monthly invoices shall include the amount of oil recycled (in quarts) and the number of oil filters recycled. An individual invoice shall be created for each participating department i.e., Police Department, Fire Department, Leisure Services, etc. All invoices shall be sent to City of Daytona Beach, Fleet Operations, PO Box 2451, Daytona Beach, FL 32115-2451.

LOCATION: The vendor shall have at least one established service facility within the City of Daytona Beach city limits or within 5 miles of the City of Daytona Beach city limits. Vendors shall indicate if any alternate locations may be used in conjunction with the primary location.

DAMAGE: Vendor shall be responsible for ensuring the vehicle leaves the facility in the same condition as when it arrives. The vendor shall be responsible for repairing damages to any vehicle if the damage was caused while in the care of the vendor.

PHYSICAL INSPECTION: The City reserves the rights to make unscheduled physical inspections of the vendor's facility for the purpose verify type of fluids and filters being used along with credentials of technician doing inspections.

VEHICLE SPREADSHEET: A list of Police Department vehicles (Attachment A) allows the vendor an approximate estimate of the makes, models and engine type of vehicles will be utilizing their service. The City in no way guarantees the makes, models or engine types and any listing received of City vehicles is subject to change without notice. This list does not include departments other than the Police Department.

TAXES: All offers shall be exclusive of federal taxes. If the vendor believes that certain other taxes are properly payable by The City, he may list such taxes separately in each case directly below the respective item offer price. Tax exemption certificates will be furnished upon request.

REFERENCES: Vendor shall provide three (3) references. Please complete references only on the sheet provided.

UNABLE TO PERFORM SERVICES: In the event the vendor cannot perform these services within the timeframe stated herein, the City has the right to seek services from the next lowest vendor. Written documentation must be provided showing awarded vendor is unable to perform services.

ADDITIONAL DEPARTMENTS / VEHICLES: (i) Any department in the City of Daytona Beach may utilize this quote for the unit prices stated. (ii) The list supplied in this quote is for Police Department fleet only, but any other City vehicle is eligible to use this agreement. (iii) Any additional passenger cars purchased during the term of this quote shall be serviced at the unit prices stated herein.

MINIMUM TECHNICAL REQUIREMENTS

- Synthetic blend oil must meet or exceed vehicle manufacturers (OEM) classification for the type vehicle being serviced. Oil viscosity must meet all OEM vehicle requirements. All motor oil shall have a minimum of API starburst service minimum CI-4 Plus for diesel and SM for gasoline. Vendor shall list oil manufacturer and API service rating on the Bid Form for a reference.
- Oil Filters must meet or exceed vehicle manufacturers (OEM) specifications for filtration requirements. Vendor shall list manufacturer and micron filtration rating on the bid form for reference.
- All fluid levels (list attached) must be topped off with fluids of equal or which exceeds original product quality delivered by vehicle manufacturer (OEM).
- A minimum safety check must be completed during each service. Checklist attached. Safety inspection must be completed by ASE Certified Mechanic in Brakes and Front Suspensions and their signature must be on each completed safety inspection form. If any safety issue is discovered vehicle must be sent immediately to City Fleet Facility for repair.
- At no time shall the vendor repair, replace, modify or adjust any vehicle component not listed specifically within this Request for Quotes.
- The Preventive Maintenance Checklist must be completed for each vehicle immediately upon completion of a service the following must be faxed/e-mailed to City of Daytona Fleet Management. Vehicle Number (4 digit City ID), Mileage and hours, Invoice, Preventative Maintenance Checklist w/appropriate signature(s).
- The Contractor shall comply with all local, state and federal environmental laws.
- Contractor shall be able to demonstrate used oil and used fuel filters have been properly disposed of upon request of the city. Receipts from a used oil filter transporter would be sufficient.

Vendor shall identify an employee who will have the authority to resolve any disputed issues with the City.

Preventive Maintenance Checklist

All Units (1 ton or less)

4 Digit Vehicle Number _____

The following items are to be checked, changed or adjusted as necessary at each service interval. When completed this form must be e-mailed or faxed to:

Fleet Management

City of Daytona Beach

950 Bellevue Ave.

Daytona Beach, FL 32114

FAX 386-671-3402 or 386-671-5916

E-mail: hollistoni@codb.us

A	Change engine oil and filter
B	Check all fluid levels and top off as necessary 1) Rear Axle 2) Brake 3) Power Steering 4) Windshield Washer 5) Transmission 6) Coolant
C	Check tires for condition, inflation and tread depth (4/32" minimum) Tread Depth: RF _____ LF _____ RR _____ LR _____
D	Rotate Tires per OEM guidelines
E	Check all front end parts for wear and/or looseness
F	Pull wheels and check brakes for wear and condition.
G	Check exhaust system for leaks, tightness and condition.
H	Visually inspect complete undercarriage for condition/damage
I	Lubricate all door, hood, trunk hinges and latches
J	Check all belts for looseness, wear and condition
K	Check all coolant hoses for leaks and condition.

Comments:

Mechanic's Signature _____

Printed Name _____

3. QUESTIONS FOR INTERPRETATION. Questions will be accepted in writing only by email purchasing@codb.us [PREFERRED] or fax 386-671-3964. The deadline for questions is 3 business days prior to the due date.

SECTION B: SPECIAL CONDITIONS

1. AWARD. An award, if any, will be made to the responsible Vendor offering the lowest responsive quote, including renewals, for goods and services determined to be in the best interests of the City or capable of providing the product and/or services. Upon award, this document will be deemed as a Contract.

In order to be found responsive Vendor must submit **pages 1-10** of this quote, initial each page the bottom. All unit prices filled out on the price schedule, or substituted price schedule found online at <http://www.codb.us/841/Purchasing> under Public Solicitation. The online price schedule only requires unit prices and the extended prices are automatically calculated. The online price schedule may be substituted for page 8.

While this quote is meant for the department and address listed above, any department within the City may acquire the quoted product or service under the same terms and conditions.

2. PAYMENT. If solicitation is awarded, payment will be made to the Vendor in conformance with the price schedule after a) satisfactory completion of the delivery or work b) receipt of an invoice that includes invoice number, purchase order number (unless paid by P-Card), quantity, description, unit prices, and total of invoice. Payment will be made within 45 days of the date of receipt in accordance with F.S. 218.70 Prompt Payment Act.

3. UNIT PRICING AND QUANTITIES. If this quote requests submission of unit prices: (i) the Vendor will hold all unit prices firm, according to the price schedule, for the duration of the Contract, including any extension thereof, unless otherwise stated in the Contract Documents; and (ii) quantities stated as an estimate only and no guarantee is given or implied as to quantities that will actually be required during the Contract period.

4. RESPONDENTS. Before submitting an Invitation for Quotes (IFQ), respondents will become fully informed as to the extent and character of the product and/or work and will carry all licenses required by the City, State, and Federal Government, if applicable. It is understood by the respondent that the submission of an IFQ is agreement with all conditions referred to herein and that this is an offer made and will be good for 60 days. No guarantee is given that this offer will be accepted by the City.

5. RESTRICTIONS. Time, dollar, or quantity restrictions are not permissible. Quotes offered which include such restrictions will be rejected. Any variations from this specification will be indicated on the quote sheet and will be explained in detail on a separate attachment.

6. IRS FORM. Submit signed IRS W-9 form, latest version (2017).

7. REFERENCES. City reserves the right to request references with whom your company has provided stated product or service within the last 3 years.

8. TERMINATION. The City may by written notice to awarded Vendor terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the awarded Vendor to fulfill its any resulting contractual obligations. 1) Before terminating for convenience, City must provide awarded Vendor at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period. 2) Before terminating due to awarded Vendor's material breach of its any resulting contractual obligations, City must provide awarded Vendor prior written notice, specifying the breach and demanding awarded Vendor remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the

breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if awarded Vendor fails to remedy the material breach within the period described in the City's notice of breach.

9. **PRICE** will remain firm as stated on the price schedule, including renewals. Quoted price is inclusive of all of the Vendor's direct and indirect costs of performing the Work, including any surcharges, fuel charges, delivery charges, disposal charges, or other unspecified additional fees. The compensation described on the price schedule will be Vendor's sole compensation for the products or services to be provided. Pricing will exclude any Federal or State of Florida sales tax, as the City of Daytona Beach is exempt from the payment of such taxes, unless otherwise stated in the IFQ. ii) if an error is made in extending total prices the unit price will govern. Carelessness in quoting prices or otherwise will not relieve the vendor of its responsibility.

10. **TERM.** The term of this contract will be 1 year, **commencing on 3/6/2020**. The City will have the option to renew said contract for up to 2 Terms of 1 years by providing awarded Vendor 60 days written notice before the end of the current term, unless waived by the awarded Vendor.

11. **NON-APPROPRIATIONS CLAUSE.** In the event sufficient funds are not budgeted for a new fiscal period, the City will notify the Vendor of such occurrence, and this Contract will terminate on the last day of the current fiscal year without penalty or expense to the City.

12. **FAILURE TO DELIVER.** In the event of the awarded Vendor to fail to deliver services in accordance with these terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the awarded Vendor responsible for this purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

13. **PERSONNEL.** Awarded Vendor represents that they have or will secure at awarded Vendor's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

14. **INDEMNIFICATION.** The Vendor hereby indemnifies and holds harmless the City from and against, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, arising out of or resulting from the Work provided that the liabilities, damages, losses, and costs are caused in whole or in part by any negligence, recklessness, or intentional wrongful misconduct of the Vendor, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

[End of Section]

SECTION C: INSURANCE

The awarded Vendor must submit any required insurance before beginning the delivery/work .

Awarded Vendor will provide and maintain at awarded Vendor's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the City's own insurance. In the event any request for the performance of services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of awarded Vendor, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage. If awarded Vendor wishes to claim an exemption from worker's compensation insurance requirements, awarded Vendor will notify the Risk Manager in writing on awarded Vendor's official letterhead.

(2) Liability Insurance, including (i) Commercial General Liability coverage including coverage for garage keepers liability for damage to vehicles in the care, custody and control of the Vendor, for operations, independent awarded Vendors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring awarded Vendor and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) Automobile Liability Insurance, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the awarded Vendor in the performance of this Contract.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED.

Unless specifically waived hereafter in writing by the Risk Manager, awarded Vendor agrees that the Insurer will waive its rights of subrogation, if any, against the City on each of the types of required insurance coverage listed above.

(b) Proof of Insurance. Awarded Vendor will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Awarded Vendor will not commence work until all proof of such insurance has been filed with and approved by the City. Awarded Vendor will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the City, awarded Vendor will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

(c) Cancellation; Replacement Required. Awarded Vendor will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If a required policy is canceled without awarded Vendor's prior knowledge awarded Vendor will immediately notify the City immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The City expressly reserves the right to replace the canceled policy at awarded Vendor's expense if awarded Vendor fails to do so.

(d) Termination of Insurance. Awarded Vendor may not cancel the insurance required by this Contract until the work is completed, accepted by the City and awarded Vendor has received written notification from the Risk Manager that awarded Vendor may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of awarded Vendor if the request is made no earlier than two weeks before the work is to be completed.

(e) Liabilities Unaffected. Awarded Vendor's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, awarded Vendor's liabilities under this Contract will not be limited to the extent of the existence of any exclusions or limitations in insurance coverages, or by awarded Vendor's failure to obtain insurance coverage.

Awarded Vendor will not be relieved from responsibility to provide required insurance by any failure of the City to demand such coverage, or by City's approval of a policy submitted by awarded Vendor that does not meet the requirements of this Contract.

[End of Section]

SECTION D: PRICE SCHEDULE

Line #	DESCRIPTION	EST ANNUAL QTY	UNIT OF MEASURE	UNIT PRICE	LINE ITEM TOTAL
1	Oil Change (up to 4.5 quarts)	15	CHANGES		\$ -
2	Oil Change (4.6-6 quarts)	800	CHANGES		\$ -
3	Oil Change (> 6 quarts)	300	QUARTS		\$ -
1ST YEAR ANNUAL TOTAL (3/6/20-3/5/21)					\$ -
1	Oil Change (up to 4.5 quarts)	15	CHANGES		\$ -
2	Oil Change (4.6-6 quarts)	800	CHANGES		\$ -
3	Oil Change (> 6 quarts)	300	QUARTS		\$ -
2ND YEAR (1ST RENEWAL) ANNUAL TOTAL (3/6/21-3/5/22)					\$ -
1	Oil Change (up to 4.5 quarts)	15	CHANGES		\$ -
2	Oil Change (4.6-6 quarts)	800	CHANGES		\$ -
3	Oil Change (> 6 quarts)	300	QUARTS		\$ -
3RD YEAR (2ND RENEWAL) ANNUAL TOTAL (3/6/22-3/5/23)					\$ -
GRAND TOTAL (ALL 3 YEARS)					\$ -
If any annual total exceeds \$25,000 do not complete this form. Annual expenditures over \$25,000 must be competitively bid through an Invitation to Bid and not quotes. That way your pricing isn't public knowledge after the deadline expires. Initial the box to the right if the annual cost exceeds \$25,000.					
location of facility in which vehicle will be serviced:					
Street:					
City/State/Zip:					

Bidders may substitute the “Price Schedule” page found online under this solicitation at <http://www.codb.us/841/Purchasing> for the above. If you do, please insert the calculated page and remove this page.

[continued on the next page]

SECTION E: SUBMISSION INFORMATION

IFQ's are due on or before **4:00 PM, 2/11/2020**.

- Submit all pages of this IFQ, including signatures at the bottom of each page.
- If awarded, submit W-9
- Prior to beginning work, Certificates of Insurance (COI) outlining minimum requirements stated in section D.

SECTION F: VENDOR / RESPONDENT INFORMATION

- *It is understood by the respondent that the submission of an IFQ is agreement with all conditions referred to herein and that this is an offer which will be good for 60 days. If accepted, the City will issue a written work authorization in the form of a purchase order or notice to proceed.*
- *By signing below I agree that I am an authorized representative of the company.*
- *I have read and fully understand the scope, terms, and conditions described herein.*
- *I understand this is only an offer and not a guarantee that the company listed below will be selected.*

Authorized Signature:	Company Name:
Printed Name & Title:	Full Address:
Date:	Email:
Telephone:	FEI/EIN:

Version 6/10/2019

REFERENCES

List references for whom similar work has been performed

Name _____ Contact Person _____

Address _____ Telephone Number _____

Name _____ Contact Person _____

Address _____ Telephone Number _____

Name _____ Contact Person _____

Address _____ Telephone Number _____

Name _____ Contact Person _____

Address _____ Telephone Number _____

Name _____ Contact Person _____

Address _____ Telephone Number _____