

Attachmen#1
 RFQ-FFD-2438
 Parts and Services for Dodge™ Cars and Trucks

CITY OF SEATTLE
SCOPE OF WORK AND OFFER SHEET
PARTS AND SERVICE FOR DODGE™ CARS AND TRUCKS
 Estimate annual usage \$30,000.00

No Minimum Order: There is no minimum order size for this contract.

1. Complete and Submit this Offer Sheet. **This is a mandatory form.**
2. **State Discount Percentage off of Dodge Motor Parts per current catalog price:** 25 %
 Quotes Parts FOB: Destination, Freight: Prepaid & Allowed
 All repair, stock and special parts are to be O.E.M.
Note: Current Catalog shall be available upon City's request.
3. **State Shop Hourly Labor Rates:**
 Regular Rates: \$ 95.00
 Overtime Rates: \$ 95.00
4. **Specify your normal Business hours:**
 Monday through Friday: 7:30 AM – 6:00 PM
 Saturday: 8:00 AM – 4:30 PM
 Sunday: _____

 Normal operating Service contact person: Steve Taylor
 Phone no: (206) 418-5004 Fax no: (206) 440-8560
 Cell phone or pager (425) 308-7984
 Email address: taylors1@autonation.com
5. **Stock Parts/Special Parts:** To be delivered to the City twenty-four (24) to forty-eight (48) hours after initial call. If unable to deliver parts within the required timeframe, Vendor shall notify the City immediately of it's next availability status as prompt as possible.
6. **Right to Replace Products & Product Discontinuance:** In the event the manufacturer discontinues or replaces a product, Vendor may request the City substitute a new product or model on the contract. The City may allow the Vendor to provide a substitute product, upon confirmation that the product has been discontinued. Pricing for such a product replacement or substitute must be the same discount rate as provided to the City on the original product.
7. **Returns and Restocking:**
 - a. **Vendor Error:** No restocking charge for items ordered due to Vendor error. Vendor pays all shipping costs. Standard Stock items:

Attachmen#1
RFQ-FFD-2438
Parts and Services for Dodge™ Cars and Trucks

- b. No restocking penalty applies if new, unused, in original packaging and shipped back within 30 days of receipt by the City. Customer pays the shipping cost.;
- c. Non-Standard or Custom items: Item(s) may be returned if new, unused, in original packaging and shipped back within 30 days of receipt. Vendor may charge the purchaser a penalty up to but not to exceed 10% penalty computed on the net contract price of the returned item(s). Customer pays the shipping cost.
- d. Failure to perform: If Vendor has presented a particular product as suitable and fit for the purpose described by the City herein or upon order by the City, and the product fails to perform as advised and/or specified, that shall be defined as a Vendor error. No restocking charge shall be charged to the City. Further, if such fitness could not have been determined until the product had been in use, the City may return the product opened and used within 30 days of receipt without penalty or charges due to the City.

8. **Warranty:** The Vendor shall warrant all materials and workmanship delivered under any resulting contract to be free from defects, damage or failure for any reason whatsoever which the City may reasonably determine is the responsibility of the Vendor, for a minimum of ninety (90) days after the date of final acceptance and without cost to the City for labor, materials, parts, installation or any other costs except where longer periods of warranty of guarantees are specified.

State warranty on: Parts 12 months / 12,000 miles

State warranty on: Labor 12 months / 12,000 miles

9. **Order Desk:** The winning vendor shall provide a telephone service or "order desk" to receive calls from City departments for advice or assistance, recommendations on products, parts, and repairs, and for receiving and processing of phone orders. The Order Desk shall be available from 7:00a.m. to 5:00 p.m. all business days except City holidays. If your standard operating hours are otherwise, notify the solicitation City Buyer. Depending on the operating needs of the Department, hours that are similar to, but not exactly the same as the 7-5 schedule may be accepted by the City as material compliance to this requirement.

10. Options: (Options will not be part of the pricing evaluation)

- a. Does your company offer pick up and deliver of vehicles?
Yes: _____ No: XX If YES, how much extra cost (if any)? \$ _____
- b. The City may need services after hours for urgent needs. This includes service requests that are made by the City to the Vendor at any time other than during normal Vendor business hours. Specify if you provide such availability. City. Yes: _____ No: XX If YES, State after hours: _____ State additional charges (if any) \$ _____

Attachmen#1
RFQ-FFD-2438
Parts and Services for Dodge™ Cars and Trucks

11. Do you provide a Prompt Payment Discount (if any):

Specify the discount rate on the invoice total (not including sales tax) that you would give _____(%) and the number of calendar days that the City would have to pay after receiving your invoice in order to qualify for the discount ____ (days). Note: Prompt payment discount periods must allow the City at least 10 calendar days. If at least 10 days, your pricing will be reduced for evaluation purposes by the amount of your discount.

12. Specify if the Business is located within the Seattle City Limits: Businesses located and licensed within the Seattle City limits are eligible for Seattle tax consideration for purposes of calculation of low bid. This shall be equivalent to a reduction of the cost for purposes of bid evaluation only, of .025.

Yes: XX No: _____

LEGAL COMPANY NAME: Town & Country Chrysler Jeep Dodge

BUSINESS ADDRESS: 13733 Aurora Avenue North, Seattle WA 98133

PRINT NAME: David B. Scott

TITLE: Parts Department Manager

I have read and understand the above specifications.

SIGNATURE *David B. Scott* Date 10.10.08

City of Seattle

Dept. of Executive Administration
 Purchasing & Contracting Services Division
 700 5th Ave Ste# 4112
 PO Box 94687
 Seattle WA 98124-4687

Request for Quotation**This is Not a Purchase Order**Request for Quotation ID # **FFD-2438**

BUYER: Ginny Justiniano

PHONE: 206-233-7158
FAX: 206-386-0068

Date RFQ Issued: 10/07/08

Closing RFQ Date/Time: 10/14/08 @ 2:00 PM

Provide Offer on the Forms indicated in the Request for Quotation. **Attach all required Forms and materials.**

Through this Request for Quotation, (RFQ), the City of Seattle, City Purchasing, solicits bids from interested vendors to provide Dodge vehicle parts and services as required in the Specifications (Attachment#1) for a five (5) year contract with the option to extend for two additional years.

Attachment#1- Offer Form/Specifications. This is a mandatory form.

Attachment#1 RFQ-
FFD 2438 Offer Shee

Minimum requirements: The following is a minimum qualification and licensing requirements that the Vendor must meet in order to be eligible to submit a bid. Responses must clearly show compliance to these minimum qualifications. Those that are not clearly responsive to these minimum qualifications shall be rejected by the City without further consideration.

- Bidder shall be a Dodge factory authorized dealer, full-time, with complete local (within 50 mile radius of FFD shops located at 805 S Charles St, Seattle, WA 98134) parts and service facility offering factory authorized service and a parts supply adequate to perform complete warranty repairs.

Rates and Prices: Pricing shall be prepared with the following terms. The Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the Buyer.

Requests for Rate Increases must be delivered to the City Purchasing Buyer in accordance to the rules below. No other employee may accept a rate increase request on behalf of the City. Any invoice that is sent to the City with pricing above that specified by the City in writing within this Contract or specified within an official written change issued by City Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

- 1. Discount from Manufacturer List Pricing:** For all contract items that are priced as a discount below Manufacturer List prices, there shall be no changes to the discount rate throughout the life of the contract. As manufacturer list prices change, the net price to the City will automatically change in the same percentage as the discount rate to the City.
- 2. Hourly Rates or Service Pricing:** For multi-year contracts that provide services. Original rates shall be fixed and firm for the first two years of the contract. Rate increases are at the discretion of the Buyer; and must also be:
 - The direct result of increases to wage rates and do not exceed the CPI Index or other appropriate service rate index agreed upon between the Buyer and the Vendor.
 - Incurred after contract commencement date.
 - Not produce a higher profit margin than that on the original contract.
 - Clearly identify the service titles and the hours of service performed if specified within the contract and the before and after wage rates for such titles.

- Be filed with Buyer a minimum of 90 calendar days before the effective date of proposed increase.
- Be accompanied by detailed documentation acceptable to the Buyer sufficient to warrant the increase.
- The United States published indices such as the Consumer Price Index or other government data may be referenced to help substantiate the Vendor's documentation. A link to the CPI Data is available at <http://data.bls.gov/PDO/outside.jsp?survey=wp>.
- The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
- Should not deviate from the original contract pricing scheme/methodology

Contract Term: This contract shall be for five years, with one two-year extension allowed at the option of the City. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. The Vendor may also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.

Unless authorized by the Buyer, no other City official or City employee is empowered to speak for the City with respect to this acquisition. Any vendor seeking to obtain information, clarification, or interpretations from any other City official or City employee other than the Buyer is advised that such material is used at the Vendor's own risk. The City will not be bound by any such information, clarification, or interpretation.

Contact by the vendor to obtain information regarding this acquisition from anyone other than the Buyer may be grounds for rejection of the vendor's Bid.

Mandatory Seattle Business Licensing and associated taxes.

1. You must obtain a Seattle Business license and have taxes due paid to date before the Contract is signed except as exempted. All costs for any licenses and permits shall be borne by the Contractor and not charged separately to the City.
2. The apparent successful Contractor has the responsibility to immediately obtain the license and ensure all City taxes are current, unless exempted by RCA and City Code.
3. If you believe you are exempt, provide an explanation to the Buyer and/or confirmation by the Revenue and Consumer Affairs Office (RCA). Foreign-owned businesses are NOT exempt.
4. Should the apparent successful Contractor(s) fail to obtain a license and/or pay taxes current in a timely manner, the City reserves the right as necessary or appropriate to the interests of the City, to enter into the contract and pursue compliance by all appropriate City efforts including withholding of final invoice payments as provided for within SMC 5.45.060.
5. Questions and Assistance: The City Revenue and Consumer Affairs (RCA) is the office that issues business licenses and enforces licensing requirements. The main phone is 206-684-8484. You may also call Anna Pedroso (206-615-1611) or Wendy Valadez at 206-684-8509 of RCA for assistance.
6. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
7. A cover-sheet providing further explanation, along with the application and instructions for a Seattle Business License is provided below for your convenience.
8. Please note that those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the bidder prior to submitting your offer.



Mandatory State Business Licensing and associated taxes.

Before the contract is signed, you must provide the State of Washington business license (a State "Unified Business Identifier" known as a UBI#) and a Contractors License if required. These will be required before the contract is to be signed by the winning vendor. All costs for any licenses, permits and associated tax payments due to the State as a result of licensing shall be borne by the Contractor and not charged separately to the City. Instructions and applications are at <http://www.dol.wa.gov/business/file.html>. Again, note that those holding a Washington Business License (UBI#) will be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the bidder prior to submitting their offer.

Responses must be mailed, faxed or hand-delivered as specified below no later than Tuesday, October 14, 2008 at 2:00pm.

If delivered by the U.S. Postal Service, it must be addressed to:

Ginny Justiniano
City Purchasing Office
PO Box 94687
Seattle, WA 98124-4687

If delivered by other than the U.S. Postal Service, address to

Ginny Justiniano
City Purchasing Office
Seattle Municipal Tower
700 5th Ave., #4112
Seattle, WA 98104-5042

If faxing, address and send to: Attention Ginny Justiniano, RFQ-FFD-2438 at 206-386-0068 no later than 2:00pm.

Attachment #2 City of Seattle Terms and conditions shall apply as a result of this solicitation.

Terms & Conditions
09-15-08.doc

All returned bids and related documents must be identified with our Request for Quotation ID number:

RFQ: FFD-2438

Printed Name: <u>David B. Scott</u>	Title: <u>Parts Department Manager</u>
Authorized Bidder Signature: <u></u>	Date: <u>10.10.08</u>