HILLSBOROUGH COUNTY SHERIFF'S OFFICE



Invitation to Bid No. 20-15 Chevrolet OEM Automotive Parts

Office of the Comptroller 2008 E. 8th Avenue Tampa, Florida 33605



Stephanie Douglas, Buyer (813) 247-0024 sajack01@hcso.tampa.fl.us

INSTRUCTIONS TO BIDDERS

Included herein are <u>General Terms and Conditions</u> (Part A); the <u>Special Provisions</u> (Part B); and the <u>Bid Response</u> (Part C), which together with all attachments, constitute the entire "Bid Package". Said Bid Package must be the basis upon which all bids are offered and the same (the entire bid package) must be kept together and returned, intact, by the time and at the place herein specified. The Bidder must manually sign the General Terms and Conditions (Part A) and Affirmation and Declaration page (Part C). Any questions concerning this Invitation to Bid should be directed to the Buyer whose name appears above.

When awarded, the Bid Package becomes the "Contract Document". The Bidder's signature on the bid constitutes Bidder's agreement to the terms therein. The signature on the Bid Response (Part C) must be that of an Officer of the Company or an individual authorized to commit the Company to a legal and binding contract. READ THE ENTIRE BID CAREFULLY BEFORE SIGNING.

NOTICE TO BIDDERS

WHEN SUBMITTING A SEALED BID, ALL BIDS SHOULD BE CLEARLY MARKED AS A BID DOCUMENT. THIS IDENTIFICATION SHOULD INCLUDE THE <u>BID NUMBER</u>, <u>BID TITLE AND DATE DUE ON THE OUTSIDE</u> OF THE ENVELOPE.

Hillsborough County Sheriff's Office 2008 E. 8th Avenue Tampa, Florida

VENDOR NAME:	
VENDOR NAME.	

SUBJECT: INVITATION TO BID 20-15

BID TITLE: Chevrolet OEM Automotive Parts

OPENING DATE & TIME: July 23, 2015 @ 2:00 PM

PLACE: Sheriff's Operation Center

Office of the Comptroller, Room 125

2008 E. 8th Avenue Tampa, FL 33605

Bids will be received until the time and date shown and will be recorded immediately thereafter at the "Place" indicated above.

PART A - GENERAL TERMS AND CONDITIONS:

1. <u>Bids</u>: Must be contained in a SEALED envelope addressed to: David Gee, Sheriff, 2008 E 8th Avenue, Tampa, Florida 33605. <u>To prevent inadvertent opening</u>, the <u>Bid Package must be marked as a BID DOCUMENT</u> (including the bid number, date and time of bid opening) on the outside of the envelope.

If our specifications, when included, are not returned with your bid, and no specific reference is made to them in your Bid Response (Part C), it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, vendor's or manufacturer's specifications which accompany the bid contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your Bid Response (Part C).

- 2. The responsibility for getting the Bid Package to the Hillsborough County Sheriff's Office (HCSO) on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The Sheriff will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Bidder shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Bids will not be accepted after the time specified for receipt. Such Bids shall be returned to the Bidder unopened with the notation "This Bid Was Received After the Time Designated For the Receipt and Opening of Bids".
- 3. <u>On-Line Documents</u>: The HCSO is publishing documents on its website (www.hcso.tampa.fl.us) for the convenience of vendors wanting to do business with the HCSO and to save tax dollars. This service is public record and the HCSO is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a bid.
- 4. <u>Time for Consideration</u>: Bidder warrants by virtue of bidding the prices quoted in his response will be good for an evaluation period of forty five (45) calendar days from the date of bid opening unless otherwise stated. Bidders will not be allowed to withdraw or modify their bids after the opening time and date.
- 5. <u>Prices</u>: All bids submitted must show the <u>net bid price</u> after any and all discounts allowable have been deducted. **Prices quoted are to be F.O.B. Destination**. State sales tax and federal excise taxes shall not

be included as the HCSO is tax-exempt for materials sold directly to them. The HCSO will issue tax exemption certificates submitted to the successful Bidder when requested.

The Bidder's attention is directed to the fact that the laws of the State of Florida, including but not limited to Chapter 212, Florida Statutes, apply to all transactions resulting from this bid and that all applicable taxes and fees shall be deemed to have been included in the Bid Response (Part C) as part of the item cost, when applicable.

- 6. <u>Bid Errors</u>: When errors are found in the extension of bid prices, the unit price will govern. Bids having erasures or corrections must be initialed in ink by the Bidder.
- 7. <u>Condition of Materials & Packaging</u>: Unless otherwise indicated, it is understood and agreed that any item offered or shipped on this bid shall be NEW and in FIRST CLASS CONDITION, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging for the items shipped.
- 8. <u>Claims</u>: The successful Bidder will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
- 9. When to Make Delivery: Deliveries resulting from this bid are to be made during the normal working hours of the HCSO. It is the Vendor's responsibility to obtain this information.
- 10. <u>Manufacturer's Name</u>: Any manufacturers' names, trade names, brand names information and/or catalog numbers used herein are for purpose of description, reference, and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by the HCSO and such determination shall be final and binding upon all Bidders.
- 11. <u>Information and Descriptive Literature</u>: Bidder must furnish all information requested in the bid. If specified, each Bidder must submit cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with previous bids will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
- 12. <u>Bid Package Costs</u>: Submittal of a bid is solely at the cost of the Bidder and the HCSO in no way is liable or obligates itself for any cost incurred by the Bidder in preparing the Bid Package.
- 13. <u>No Bid</u>: <u>If the receipt of this Invitation to Bid is not acknowledged, Bidder's name may be removed from the Approved Bidder's list.</u>
- 14. <u>Compliance with Occupational Safety and Health Act (OSHA)</u>: Bidder certifies that all material, items, equipment, service, etc., contained in the Bid Response (Part C) meets all OSHA requirements.
- 15. <u>Acceptance and Rejection</u>: The Sheriff, Hillsborough County, Florida, reserves the right to reject any or all bids, for cause, to waive irregularities, if any, in any bid, and to accept the bid or bids which in the judgment of the Sheriff is in the best interest of HCSO.
- 16. <u>Disputes</u>: Any prospective Bidder who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all Bids will submit a notice of protest in writing within seventy-two (72) hours (excluding County holidays, Saturdays and Sundays) to the HCSO Purchasing Section by registered mail or hand deliver for which a receipt must be provided.

The Buyer will have five (5) business days upon receipt of the dispute notice to review the issues with the stakeholders and evaluation committee if necessary and consider the dispute as written. The Bidder may be requested to provide further clarification of the issues. Upon completion of this review process the Buyer will make a recommendation to the Comptroller.

The Comptroller may concur with the recommendation or arrive at a separate decision. The decision of the Comptroller will be communicated to the Bidder in writing. This decision and the basis upon which it was made will be communicated within five (5) business days following the receipt of the recommendation from the Buyer. A single appeal of the Comptroller's decision is available by submitting a notice in writing within seventy-two (72) hours (excluding County holidays, Saturdays and Sundays) of receiving the Comptroller's decision requesting a Management review of the decision. Final decision of an appeal will be made by the Sheriff.

17. Public Entity Crimes: Pursuant to §§ 287.132–.133, Fla Stats., the Hillsborough County Sheriff, as a public entity, may not accept any bid or proposal from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, Fla Stat., for Category Two (currently \$35,000) with any person or affiliate on the convicted vendor list for a period of thirty-six (36) months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), Fla Stat.

If you submit a bid or proposal in response to this request, you are certifying that §§ 287.132-.133, Fla Stats., does not restrict your submission.

- 18. Public Record: Any material submitted in response to this Bid will become a public document pursuant to §119.07, Fla. Stat. This includes material which the respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07 Fla. Stat. The awarded vendor agrees to comply with §119.0701, Fla. Stat., regarding maintenance and provision of access to all public records generated by the contract with the HCSO.
- 19. Specifications are attached.

DAVII	O GEE, SHERIFF
HILLS	BOROUGH COUNTY, FLORIDA
	Signature on File
By:	
Бу	Christina R. Porter, CPA
	· ·
	Comptroller

General Terms and Conditions outlined above are acknowledged. Our bid is attached.		
Company Name	Date	
Print Name	Title/Company Office	
SIGNATURE		

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID AFTER COMPLETING PARAGRAPH TWENTY (20) ABOVE. EACH BID AND ANY CLARIFICATIONS TO THAT BID AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN THE BID RESPONSE (PART C, PARAGRAPH 1, EXCEPTIONS).

PART B - SPECIAL PROVISIONS

1. IN GENERAL

The purpose of these specifications is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) for purchase of Chevrolet OEM (Original Equipment Manufacturer) Automotive Parts.

The HCSO Fleet Maintenance Section performs preventative maintenance and minor repairs on a fleet of approximately 400 Chevrolet vehicles. In order to effectively handle this volume of fleet maintenance, the HCSO maintains an inventory of commonly used parts. Others are ordered on an as needed basis. It is imperative that all orders be received in an expedited fashion.

2. SCOPE

Under this contract, parts indentified as inventory will be delivered to the HCSO within four hours after receipt of order. Non-Inventory items shall be delivered no later than 10:00 A.M. the following day from the receipt of order. All back ordered items shall be made available to the HCSO within three (3) working days of the original receipt of order. If the back order cannot be filled with the three day time frame, the vendor shall notify the HCSO promptly while allowing the Sheriff's Office to find an alternative source for the item.

All deliveries will be made to the following address:

Hillsborough County Sheriff's Office Fleet Maintenance Section 2210 N. Falkenburg Road Tampa, FL 33619

Pricing is to be calculated by a pre-determined factor and basis. In this case, the basis shall be the Bidder's cost and the factor shall be the percentage mark up. All quotes and invoices will show Bidder's cost and the percentage mark up. The factor to be applied to the basis cannot change unless approved by change order (see paragraph nine).

3. BIDDER QUALIFICATIONS

Bidders may be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances and personnel to furnish the item or service offered satisfactorily and expeditiously.

The HCSO reserves the right to inspect the Bidder's place of business and equipment prior to award of any contract, for determining ability to meet terms and conditions as set forth herein.

4. <u>ESTIMATED QUANTITIES</u>

Estimated quantities (if given) are furnished as a guide for preparing the Bid Response (Part C) and should not be construed as representing actual quantities to be purchased under this Invitation to Bid.

The HCSO reserves the right to add or delete any items, increase or decrease quantities from this bid or resulting award(s) when deemed to be in the best interest of the HCSO.

5. AWARD

Award shall be made to the most responsible and responsive Bidder meeting specifications, price and other factors considered. The Sheriff reserves the right to award by line item or by overall total, whichever is deemed in the best interest of the HCSO.

In the event two (2) or more Bidders have submitted the lowest and best bids, preference may be given in the award in the following order. First, to the Bidder who has his/her principal place of business in Hillsborough County; second, to the Bidder who has a place of business in Hillsborough County; and, third, if the Bidder involved in the "tie bid" situation are all located inside/outside Hillsborough County, the toss of a coin will be used to break the tie.

Award notification will be sent to vendor(s) receiving a bid award. Bid results will be available on the HCSO website http://www.hcso.tampa.fl.us, on the Purchasing Page under the appropriate Bid number. If you do not have internet access, and would like a copy of the Bid results, contact the Purchasing Office at (813) 247-8034.

6. <u>BID OPENING</u>

Bidders are welcome to attend the bid opening where Bidder names will be read and unit prices read if requested. Award however will be dependent upon the determination that Bidders are both Responsive and Responsible and any other evaluation criteria stated in the bid document. Tabulation of the bid prices and Bidder rankings, if applicable, will be published at the time of Award. All Bidders responding with a bid will receive a copy of the bid tabulation.

7. CONTRACT PERIOD

The Contract shall be effective for one (1) year from the date of award. By written mutual consent between the HCSO and the Awarded Vendor, the contract may be extended on an annual basis for up to three (3) additional years. All prices shall remain firm during the course of the contract period.

8. ESCALATION/DE-ESCALATION

The HCSO will allow an escalation/de-escalation provision in this bid. The escalation/de-escalation will be allowed provided the Vendor(s) notify the HCSO Comptroller of the pending increase/decrease a minimum of thirty (30) calendar days prior to the end of each one (1) year period for which the bid was awarded. Said notification shall consist of proof of increase and shall include each individual item, the amount of increase/decrease and the applicable Bid Item Number. Failure to comply with these instructions shall be grounds for disallowance of the escalation/de-escalation clause as stated herein.

9. ADDITION/DELETION

The HCSO reserves the right to add or delete any items to/from this bid or resulting contract(s) when deemed to be in the best interest of the HCSO. Any additions or deletions to the bid will be considered amendments. Any additions or deletions to the Contract will constitute a change order and will be executed in writing and approved by the Comptroller. The change order will consist of a memo to the Comptroller describing the justification for the item addition accompanied by the vendor's written, fixed price quote for each item to be added. If approved by the Comptroller, the item will be added to the Contract and recorded on the original bid tabulation/price sheet.

10. DEFAULT

The Contract may be cancelled or annulled by the HCSO Comptroller in whole or in part by written notice of default to the Vendor upon non-performance or violation of Contract terms. An award may be made to the next best responsive and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Vendor to deliver materials or services within the time stipulated in this Bid, unless extended in writing by the Comptroller, shall constitute contract default. Vendor's who default on contracts may be removed from the approved Bidders List and determined ineligible for future contracts at the discretion of the Comptroller.

11. <u>CANCELLATION</u>

When deemed to be in the best interest of the HCSO, any Contract(s) resulting from this Bid may be cancelled by the following means:

- a. Ten (10) calendar days written notice with cause, or;
- b. Thirty (30) calendar days written notice without cause.

If it becomes necessary to terminate the Contract without cause, all services and/or materials provided through the date of receipt of written notice of cancellation may be invoiced to the HCSO and will be considered for payment providing documentation of said expenses are forwarded with the request for payment.

12. NEXT BEST BIDDER

In the event of a default by the Awarded Bidder, the HCSO reserves the right to utilize the next lowest Bidder who is determined to be the best responsive and responsible Bidder as the new Vendor. In the event of this occurrence, the Bidder shall be required to provide the bid items at the prices as contained in their Bid Response (Part C) for this specification for the remainder on the award period.

13. SUBSTITUTION

The Vendor(s) shall not substitute items for like items except in the case of an unforeseen event in shipping or manufacturing causing a shortage of said items. Such measures may only be enacted after verifying that it will be allowed by the HCSO. Any violation of such procedure will be considered cause for cancellation. All substitutions will be annotated as such on the shipping documents. A written CHANGE ORDER shall be submitted for approval for all substitutes or modifications to the specifications.

14. INVOICING AND PAYMENTS

The Vendor(s) must invoice the HCSO, for material(s)/item(s) as shipped. The invoice shall show: shipping location; items shipped, quantity & stock number. **Always show purchase order number on invoices**. For items priced at a percentage factor, the invoice must show the base price, the percentage factor and the final price. The base price must be readily available to the HCSO for review. Payment shall be made in accordance with §215.422, Fla. Stat., which states the Vendor's rights and the HCSO responsibilities concerning interest penalties and time limits for payment of invoices.

Invoices should be addressed to: Hillsborough County Sheriff's Office

Attention: Accounts Payable

P.O. Box 3371 Tampa, FL 33601

Invoices may be mailed to the address above or emailed to <a href="mailed-emai

ACH and Purchasing Card payments are preferred and available upon request and authorization. Please inquire at accountspayable@hcso.tampa.fl.us or at 813-247-8276.

15. EMERGENCY

If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this contract and procure the item(s) from the most available source.

16. EXCEPTIONS TO BID

All Bid Packages must clearly state with specific detail all deviations to the requirements imposed upon the Bidder by the <u>General Terms and Provisions</u> (Part A), <u>Special Provisions</u> (Part B), and <u>Bid Response</u> (Part C). Such deviations should be stated upon the <u>Bid Response</u> (Part C) or appended thereto. Bidders are hereby advised that the HCSO will only consider Bid Responses that meet the specifications and other requirements imposed upon them by this Bid Package. In instances, where an exception is stated upon the <u>Bid Response</u> (Part C), said Bid Response will be subject to rejection by the HCSO in recognition of the fact that said Bid Response does not meet the exact requirements imposed upon the Bidder by the <u>General Terms and Provisions</u> (Part A), <u>Special Provisions</u> (Part B) and the <u>Bid Response</u> (Part C).

17. GOVERNMENTAL PURCHASING COUNCILS

All Bids received on this specification shall be considered as Bids to all members of the Hillsborough County and Tampa Bay Area Government Purchasing Councils. Said members may, at their discretion, utilize this bid as required.

Hillsborough Transit Authority Hillsborough County Purchasing & Contracts City of Temple Terrace Tampa Sports Authority Hillsborough Community College Hillsborough State Attorney's Office Clerk of Circuit Court of Hillsborough County Hillsborough County Aviation Authority Hillsborough County School Board City of Plant City Tampa Port Authority City of Tampa Hillsborough County Tax Collector Hillsborough County Property Appraiser Hillsborough County Supervisor of Elections City of Tampa Housing Authority The Children's Board of Hillsborough County

PART C - BID RESPONSE

The undersigned understands that this Bid Response **must be signed** in ink and that the **unsigned** Bid Response will be considered incomplete and subject to rejection by the Hillsborough County Sheriff's Office (HCSO).

SUBJECT TO DEVIATIONS STATED BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE BIDDER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE FOREGOING GENERAL TERMS AND CONDITIONS (PART A) AND THE SPECIAL PROVISIONS (PART B), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID BIDDER MAKES THIS PROPOSAL.

* * * USE INK ONLY * * *

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS

BID PACKAGE TO BE CONSIDERED BY THE HILLSBOROUGH COUNTY SHERIFF'S OFFICE

1. <u>EXCEPTIONS TO BID</u>: NOTES - ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS BID PROPOSAL TO BE REJECTED BY THE HILLSBOROUGH COUNTY SHERIFF'S OFFICE. **ALL BIDDERS SHOULD CAREFULLY READ PARAGRAPH 16 OF THE SPECIAL PROVISIONS (PART B)**.

(Part A) and Special Provisions (Part B), and the Bid Response (Part C) upon which this Bid Response is based, to wit:				

2. <u>BID RESPONSE PRICING</u>

3. <u>VENDOR INFORMATION</u>

To establish your business as a supplier to the Hillsborough County Sheriff's Office please provide the following documentation along with this completed application:

- Completed and Signed IRS Form W9
- Business Tax Receipt from Hillsborough County or other municipality's business license.
- Certificates of Liability & Workers' Compensation Insurance for on-site service providers.

Business Name (As shown on your invo	ice):		
Federal Tax ID No OR Social Security No			
(Please include an IRS Form W9 with y	our response)		
Check One: Corporate Entity	Non Corporat	te (1099)	Sole Proprietor (1099)
Owner's Name as per IRS records, if rep	oorting under SS#		
Business Type: Commodity Ser	rvices (Provide	e Certificates of Ins	urance if working on HCSO property)
Our company has been in business unde	r its current name sin	nce:	
Office Phone: Fa	x:	Website:	
General Correspondence Mailing Addre			
Remit to Address: (If Applicable, check			
Warehouse Address (If Applicable):			
Provide Contact Information – Name/En	nail Address/Phone	Number - for the fo	ollowing departments:
Sales:			
Customer Service:			
Accounting:			
Check all that apply - We accept Payme	nt by Check	ACH/EFT_	Credit Card (Visa)
To receive electronic payments please HCSO website at www.hcso.tampa.fl.u			

4. Affirmation and Declaration

At this present time we understand all requirements and warrant that as a serious Bidder we will comply with all the stipulations included in the Bid Package.

The above named Bidder affirms and declares:

- a) That the Bidder is of lawful age and that no other person, firm or corporation has any interest in this bid or in the contract offered to be entered into:
- b) That this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud;
- c) That the Bidder is not in arrears to Hillsborough County or the Sheriff upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Sheriff;
- d) That no officer or employee or person whose salary is payable in whole or in part from the Hillsborough County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Bid Response; in the performance of the contract; in the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.

The undersigned agrees that this bid shall remain open for forty-five (45) days following the opening of bids.

	Respectfully submitted by,
Print Name	Title:
Signature_	Date:

THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT.

STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form immediately to:

HILLSBOROUGH COUNTY SHERIFF'S OFFICE OFFICE OF THE COMPTROLLER

Email to: purchasing@hcso.tampa.fl.us
Or Fax 813-242-1826

We, the undersigned, have declined to bid on your Bid No. 20 following reasons:	0-15 for Chevrolet OEM Automotive Parts for the
Specifications too "tight", i.e., geared toward one brand	or manufacturer only (explain below).
Insufficient time to respond to the Invitation for Bid.	
We do not offer this product or an equivalent.	
Our Product schedule would not permit us to perform.	
Unable to meet specifications.	
Unable to meet Bond Requirements.	
Specifications unclear (explain below).	
Other (specify below)	
We understand that if the "no bid" letter is not executed and requalified bidders for the Hillsborough County Sheriff's Office	•
(PLEASE PRINT)	
COMPANY NAME	DATE
COMPANY OFFICER	TITLE
TELEPHONE NUMBER	
CICNATUDE	

Below is an example of the information required on the OUTSIDE of your Bid Package.

You may use this as a label if you wish.

DAVID GEE, SHERIFF 2008 E. 8TH AVE TAMPA FL 33605

ATTN: PURCHASING 813-247-8034

BID PACKAGE SUBMITTAL

BID # 20-15

Chevrolet OEM Automotive Parts

OPENING DATE/TIME:

July 23, 2015 @ 2:00 PM