

# Invitation to Bid 7-16 Sheriff's Office Vehicle Repairs

Office of the Comptroller 2008 E. 8<sup>th</sup> 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); the <u>Technical Specifications</u> (Part C) and the <u>Bid Response</u> (Part D), 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 specified herein. The Bidder must manually sign the General Terms and Conditions (Part A) and Bid Response (Part D). Any questions concerning this Invitation to Bid (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 Package 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. 8<sup>th</sup> Avenue Tampa, Florida

<b>VENDOR NAME:</b>	

SUBJECT: INVITATION TO BID 7-16

BID TITLE: Sheriff's Office Vehicle Repairs

OPENING DATE & TIME: April 11, 2016 @ 2:00 PM EST

PLACE: Malcolm E. Beard Sheriff's Operation Center

Office of the Comptroller, Purchasing Section

2008 E. 8th Avenue, Room 125

Tampa, Florida 33605

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

#### 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 bid must be marked as a <u>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 D), 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 Response (Part D), 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 D).

- 2. <u>Bid Delivery</u>: The responsibility for getting the bid 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 HCSO 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 <a href="http://www.hcso.tampa.fl.us">http://www.hcso.tampa.fl.us</a> 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>: Bidders warrant by virtue of bidding the prices quoted in their 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. The HCSO will issue tax exemption certificates to the successful Bidder when requested.

The Bidder's attention is directed to the tax laws of the State of Florida, including but not limited to Chapter 212, Florida Statutes, which apply to transactions resulting from this bid and that all applicable taxes and fees shall be deemed to have been included in the Bid Response (Part D), as part of the materials 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 and Packaging</u>: Unless otherwise indicated, it is understood and agreed that any commodity 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 Bidder'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 samples, cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with previous responses will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
- 12. <u>Bid Submittal 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. No Bid: If you do not wish to submit a response to the ITB, please return the Statement of No Bid found on page 19. The no bid information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor Mailing list.
- 14. <u>Compliance with Occupational Safety and Health Act (OSHA)</u>: Bidder certifies that all material/items contained in his response meets all OSHA requirements.
- 15. <u>Acceptance and Rejection</u>: The HCSO reserves the right to reject any or all bids, for cause, to waive irregularities, if any, and to accept the bid or bids which in the judgment of the Sheriff is in the best interest of the HCSO. The HCSO reserves the right to evaluate, add and/or reject any items from any bid options or resulting contract(s) when deemed to be in the best interest of HCSO.
- 16. <u>Appropriations Clause</u>: The HCSO, as an entity of Government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this request for each and every fiscal year following the fiscal year in which this contract is executed and

entered into and for which the contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the contract, provide prompt written notice of such event and effective thirty (30) calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such contract.

17. <u>Protests</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 delivery for which a receipt must be provided.

The HCSO will have five (5) working days upon receipt of this notice to review and consider the dispute as written. The Buyer will coordinate the review process with the parties involved and may request additional information from the Bidder or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Buyer will make a recommendation to the Office of 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 Proposer in writing. This decision and the basis upon which it was made will be communicated to the Proposer within five (5) business days following the receipt of the recommendation from the Purchasing Section. 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) requesting a Management review of the decision. Final decision of an appeal will be made by the Sheriff.

- 18. Public Entity Crimes: Pursuant to §§287.132-133, Fla. Stats., the HCSO, as a public entity, may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, Fla. Stat., for Category Two (\$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 response to this request, you are certifying that §§287.132-.133, Fla.Stats. does not restrict your submission.
- 19. <u>Public Records</u>: 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 this contract with the HCSO.

DAVID GEE, SHERIFF HILLSBOROUGH COUNTY, FLORIDA

20. Specifications: Attached

Company Name	
Print Signer's Name	Date

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID AFTER COMPLETING PARAGRAPH 21. EACH VENDOR'S 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, EXCEPTIONS (PART D, PARAGRAPH 1).

#### PART B - SPECIAL PROVISIONS

### 1. IN GENERAL

The purpose of this Invitation to Bid (Bid) is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) for securing a qualified Vendor to perform repairs of HCSO vehicles including but not limited to the following mechanical, electrical and electronic systems: engine, brake, fuel, ignition, cooling, transmission, suspension, air bag and air conditioning. All work will be performed on an as needed basis.

#### 2. SCOPE OF WORK

The requirements of this bid include repairing HCSO fleet vehicles to restore optimal vehicle performance. The expeditious repair and return of HCSO vehicles is a crucial element for continued public safety in Hillsborough County. The HCSO's fleet is comprised of approximately 2,300 vehicles. In order to minimize cost and time spent out of service the awarded Vendor's repair facility is to be located within Hillsborough County.

Vehicle(s) shall be picked up from and delivered to the location below:

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

#### 3. ESTIMATED QUANTITIES

The estimated annual expenditure for services to be performed under this contract is approximately \$167,000. This estimate is furnished as a guide for preparing the Bid Response (Part D), and should not be construed as representing actual value of services to be provided under this Bid.

#### 4. VENDOR 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.

### 5. <u>BRAND NAMES</u>

Brand names, when furnished, are for reference purposes and to establish a standard of quality. The evaluation of bids and the determination as to equality of products offered shall be the sole and final responsibility of the HCSO and will be based on information and/or samples furnished by the Bidder.

# 6. <u>SUBSTITUTION</u>

The awarded Vendor 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 substitutes will be annotated as such on the shipping documents.

#### 7. AWARD

Award shall be made to the lowest responsible and responsive Bidder meeting specifications, price and other factors considered. The HCSO 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 Bidders 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 or No Award notifications will be sent to all Proposers. Proposal results will be available on the HCSO website <a href="http://www.hcso.tampa.fl.us">http://www.hcso.tampa.fl.us</a>, on the Purchasing Page. If you do not have internet access, and would like a copy of the proposal results, contact the Purchasing Section at (813) 247-8068.

### 8. <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.

#### 9. 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.

#### 10. ESCALATION/DE-ESCALATION

The HCSO will allow an escalation/de-escalation provision in this bid. The escalation/de-escalation will be allowed provided the awarded Vendor(s) notify the HCSO, Office of the Comptroller of the pending increase or 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 manufacturer's 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.

# 11. <u>ADDITION/DELETION</u>

The HCSO reserves the right to add or delete services 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 change accompanied by the Vendor's written, fixed price quote for each change to be added. If approved by the Comptroller, the service description and price change will be added to the contract and recorded on the original bid tabulation/price sheet.

#### 12. CANCELLATION

When deemed to be in the best interest of the HCSO, any contract(s) resulting from this Bid may be canceled 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.

#### 13. DEFAULT

The contract may be canceled or annulled by the HCSO Comptroller in whole or in part by written notice of default to the awarded 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 awarded Vendor to deliver services within the time stipulated in this Bid, unless extended in writing by the Office of the Comptroller, shall constitute contract default. Vendors who default on contracts may be removed from the HCSO Vendor mailing list and determined ineligible for future contracts at the discretion of the Comptroller.

#### 14. <u>NEXT BEST BIDDER</u>

In the event of a default by the awarded Vendor, the HCSO reserves the right to utilize the next best responsive and responsible Bidder. In the event of this occurrence, the new Vendor shall be required to provide the bid services at the prices as contained in their Bid Response (Part D), for the remainder of the award period.

#### 15. <u>EMERGENCY</u>

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

#### 16. CERTIFICATES OF INSURANCE

The awarded Vendor shall not commence any work in connection with this Contract until he has obtained all the following types of insurance and such insurance has been approved by the HCSO, nor shall the Vendor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified to do business in Florida.

a. Worker's Compensation Insurance: The Vendor shall take out and maintain during the life of this Contract, Worker's Compensation Insurance as per statutory minimum requirements for all of his employees connected with the work of this project and, in case any work is sublet, the Vendor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all the Latter's employees unless such employees are covered by the protection afforded by the Vendor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Vendor shall provide, and cause each Subcontractor to provide, adequate insurance satisfactory to the HCSO for the protection of his employees not otherwise protected.

Employer's Liability: \$100,000 Limit each Accident

\$500,000 Limit each Aggregate

\$100,000 Limit Disease each employee

b. <u>General Public Liability and Property Damage Insurance:</u> The Vendor shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance and shall protect him from claims for damage or personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by himself or by anyone directly or indirectly employed by himself.

The required insurance coverage shall be:

Commercial/Comprehensive General Liability

Bodily Injury \$300,000 per person per occurrence

Property Damage \$300,000 per occurrence

Automobile Liability \$300,000 combined single limit bodily injury and

property damage

Garage Liability \$1,000,000 combined single limit each occurrence Garage Keepers Liability \$100,000 collision and comprehensive per vehicle

### 17. INVOICING AND PAYMENTS

The awarded Vendor will invoice the HCSO for work completed. All invoices must have a unique invoice number. Each vehicle repaired shall be invoiced separately from other vehicles. At a minimum each invoice shall show the vehicle identification number, HCSO vehicle number, HCSO Purchase Order number, description of the work performed, labor rate and hours billed, parts cost and markup. The Vendor's parts cost must be verifiable against the manufacturer's price list

To track acceptance of repair work and to insure expedited payment, an invoice shall be submitted with return to the HCSO of the repaired vehicle for approval by the Fleet Maintenance Section or their designee.

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

Attention: Accounts Payable

P.O. Box 3371 Tampa, FL 33601

ACH and Purchasing Card payments are preferred and available upon request and authorization. Please inquire at <a href="mailto:accountspayable@hcso.tampa.fl.us">accountspayable@hcso.tampa.fl.us</a> or at 813-247-8276.

Payment shall be made in accordance with §215.422, Fla. Stat. which states the vendor's rights and the HCSO's responsibilities concerning interest penalties and time limits for payment of invoices. Timely payment of invoices is incumbent upon the HCSO and in no case shall payment exceed forty-five (45) calendar days from date of receipt of a properly approved application/invoice.

#### 18. EXCEPTIONS TO BID

All Bid Packages must clearly state with specific detail all deviations to the requirements imposed upon the Bid by the General Terms and Conditions (Part A), the Special Provisions (Part B) and the Technical Specifications (Part C). Such deviations should be stated upon the Bid Response (Part D), 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 Invitation to Bid (ITB). In instances where an exception is stated upon the Bid Response (Part D), 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 Conditions</u> (Part A), the <u>Special Provisions</u> (Part B) and the Technical Specifications (Part C).

### 19. GOVERNMENTAL PURCHASING COUNCILS

All bids received 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, particularly those listed below:

Hillsborough County Transit Authority Hillsborough County Purchasing City of Temple Terrace Tampa Sports Authority Hillsborough Community College 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-TECHNICAL SPECIFICATIONS

### 1. IN GENERAL

The Hillsborough County Sheriff's Office (HCSO) intends to award this contract for vehicle repairs to the responsive and responsible Bidder offering the lowest cost. In keeping with minimizing cost, the awarded Vendor's repair facility will be located within Hillsborough County and shall have the equipment and personnel required to expeditiously complete the work. The awarded Vendor shall further agree to give priority to repairing HCSO vehicles. The HCSO contact person for this contract will be the Fleet Maintenance Section Manager, hereafter referred to as the Section Manager, who shall be responsible for all decisions in regard to HCSO vehicle repairs. The Section Manager can be reached by telephone at 813-247-0035.

HCSO vehicles will be picked up from and returned to:

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

#### 2. TYPE OF REPAIRS

HCSO vehicle repairs will include but not be limited to the following:

- Remove and replace airbags and related systems
- Remove, replace, repair, and rebuild engines
- Remove, replace, repair, and rebuild differentials
- Remove, replace, repair, and rebuild heads, valves, and reseat valves
- Remove and replace water pumps, timing chains, etc.
- Remove and replace or repair transmissions
- Repair all types of brake systems
- Repair, rebuild and align front ends
- Repair or replace all types of electrical systems and component parts, including emergency lights
- Repair or replace fuel systems and component parts.
- Repair or replace air conditioning systems and component parts (R12 and 134A)

#### 3. ESTIMATES

The awarded Vendor shall provide a written, detailed estimate for each vehicle repair request. Estimated "time for repair" used to calculate labor cost will be based upon the pre-determined Parts and Labor Guide chosen for use by the awarded Vendor and named in the Vendor's Bid Package. A hard copy of said Guide will be provided to the Section Manager for reference and shall be replaced with current publications as issued. (On line access to the chosen reference guide may be considered if there is no cost to the HCSO and if referenced pages can be printed for attachment to Work Orders).

The awarded Vendor shall also provide and keep current a manufacturer's price list for OEM Parts for reference in determining the awarded Vendor's cost from which the HCSO price will be calculated.

The Section Manager reserves the right to review each estimate with the awarded Vendor and negotiate until agreement is reached that the estimate is complete and reasonable. No service shall commence until the Section Manager or his designee approves the estimate.

#### 4. HIDDEN DAMAGES

When during the course of repairing a vehicle, hidden damages or repair needs are uncovered, the awarded Vendor shall contact the Section Manager to advise as to the nature and extent of the uncovered damage and provide a written estimate of the additional cost to repair. No additional work shall commence until approved by the Section Manager or his designee.

#### 5. RESPONSE TIME AND TIME FOR COMPLETION

The awarded Vendor is to respond to a request for repair by picking up the vehicle as soon as possible, not to exceed one business day. Business days are considered Monday through Friday. The vehicle is to be either driven or towed to the awarded Vendor's repair facility where a written estimate will be prepared and faxed to Fleet Maintenance at 813-247-1854 as soon as possible, not to exceed one business day.

All repairs shall be completed and the vehicle returned to HCSO Fleet Maintenance within five (5) business days or less following approval of the estimate. If a repair is expected to take longer than five (5) business days the awarded Vendor must include a time of completion and justification for the time extension in the written estimate. The HCSO reserves the right to use an alternate repair service if the contracted Vendor cannot complete the work within an acceptable time frame.

### 6. PRICING, RATES AND INVOICING

Repair rates are to be based on a flat hourly labor rate plus parts. Parts pricing will be based on the awarded Vendor's cost plus a percentage mark up. Time estimates for repair may be based on the agreed upon Parts and Labor Guide, but no published hourly labor rates are to be used other than those provided in response to this Bid. Labor rates are to include all overhead cost such as travel, estimate preparation, transportation of vehicle (drive or tow), shop supplies and all incidentals.

The actual time spent on repair multiplied by the Bid labor rate plus actual parts cost with markup will be the basis of the final invoice. However, under no circumstance shall the actual invoice amount exceed the final approved estimate.

#### 7. <u>OEM PARTS</u>

All parts installed in HCSO vehicles shall be new and shall be Original Equipment Manufacturer (OEM) parts matching the part being replaced. The HCSO shall not accept aftermarket parts without prior written approval by the Section Manager. Replacement parts shall not in any way void the Manufacturer's warranty.

### 8. <u>HCSO PROVIDED PARTS AND MATERIALS</u>

The HCSO may require the awarded Vendor to install parts or materials provided by the HCSO. These parts may be new or used. The awarded Vendor shall charge the Labor Rate in the Bid Response for the installation of these parts. The installation times listed in the most current edition of the Parts and Labor Guide may be used as a reference for labor charges.

#### 9. TIRES AND BATTERIES

The HCSO maintains contracts to cover the purchase of vehicle replacement tires and batteries. The awarded Vendor for vehicle repairs shall be expected to perform the following repair and replacement services at a flat rate using HCSO provided tires and batteries:

- Tire change mounting, balancing, and valve stem replacement
- Tire balancing
- Tire repair within the manufacturer standards of speed rated pursuit vehicle tires
- Battery replacement
- Two wheel alignments
- Four wheel alignments, including shims

If agreed to by both parties, the awarded Vendor may elect to store and inventory HCSO provided tires and batteries at the awarded Vendor's repair facility, as opposed to obtaining as needed from the Fleet Maintenance warehouse. The HCSO may arrange for drop shipments of tires and batteries directly from the contracted supplier to the awarded Vendor's facility. Receipt of such shipments must immediately be verified by providing a proof of delivery signature on the supplier's bill of laden to the Section Manager. Quantities to be stored at the awarded Vendor's facility will be determined by usage and available space. The awarded Vendor will be held accountable for and will maintain a perpetual inventory of the tires and batteries in their possession, reports to be made available to the Section Manager as requested but no less than quarterly. The awarded Vendor shall also agree to maintain and store for pick up by the HCSO battery supplier, all battery cores.

#### 10. OUTSIDE REPAIRS

Any resulting award shall not be construed to encompass all repairs to the HCSO fleet. The HCSO reserves the right to have repairs performed by other providers if necessary to keep the maximum number of HCSO fleet vehicle in full operation.

#### 11. VEHICLE SECURITY

All HCSO vehicles shall be kept secured while in the awarded Vendor's possession. Unless being actively serviced, all vehicles shall be kept locked and all vehicle keys will be kept secured. To the extent provided by the law, the awarded Vendor shall be accountable and liable for damage or loss to HCSO vehicles and to any and all personal property in the vehicle(s) and for all vehicle accessories and equipment.

The Vendor shall be responsible for returning the vehicle in the same condition as it was received, pertaining to interior and exterior conditions.

As a matter of public safety, the awarded Vendor shall operate Sheriff's Office vehicles on public roadways solely for the purpose transporting to and from the awarded Vendor's shop and only during the hours of 0700 and 1800 Monday through Friday. The awarded Vendor will be required to conceal the emergency response lights (light bars) while operating the vehicle and will refrain from use of any and all other equipment and accessories. Light bar cover(s) will be provided by the Fleet Maintenance Section.

### 12. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

The awarded Vendor agrees that it shall observe and obey all the laws, ordinances, regulations and rules of the Federal, State, County and City which may be applicable to its services.

## 13. <u>SUBCONTRACTING</u>

The awarded Vendor shall not subcontract any portion of the repair without the prior approval of the HCSO.

#### PART D-BID RESPONSE

The undersigned understands that this Bid Package **must be signed in ink** and that the unsigned Bid Package 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, PROVISIONS, MANDATES, AND OTHER CONDITIONS OF THE FOREGOING GENERAL TERMS AND CONDITIONS (PART A), THE SPECIAL PROVISIONS (PART B) AND THE TECHNICAL SPECIFICATIONS (PART C), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID BIDDER MAKES THIS BID.

#### \* \* \* USE INK ONLY \* \* \*

### ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS

#### BID PACKAGE TO BE CONSIDERED BY THE HCSO

EXCEPTIONS TO BID: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS BID PACKAGE TO BE REJECTED BY THE HCSO. ALL BIDDERS SHOULD CAREFULLY READ PARAGRAPH 18 OF THE SPECIAL PROVISIONS (PART B).

1.	Terms and Conditions (Part A), Special Provisions (Part B) and Technical Specifications (Part C) upon which this Bid Package is based, to wit:

### 2. <u>PRICING</u>

The undersigned has carefully examined the Bid Package and all conditions affecting the cost of the items required by the HCSO.

The undersigned certifies that any exceptions to the bid specifications are noted on the attached exceptions form. All specifications not noted thereon are as requested. The undersigned also understands that any exceptions presented after the award, may be cause for cancellation of award.

We hereby propose to furnish the below described service or commodity in accordance with the Bid Package, except as noted on attached Exceptions Form:

De	scription	Price	UOM
A.	Labor Rate to include all overhead such as travel, shop costs, estimating and transportation of the vehicle (drive or tow).	\$	Hour
В.	Parts Pricing – Express as a percentage added to your cost		% Over Cost
C.	Tire Change	\$	Each
D.	Tire Repair within manufacturer's standards	\$	Each
E.	Tire Balancing	\$	Each
F.	Battery Replacement	\$	Each
G.	Wheel Alignment		
	Two Wheel Alignment     a. Sedans	\$	Each
	b. Trucks, SUV's, Vans	\$	Each
	<ol> <li>Four Wheel Alignment including shims</li> <li>Sedans</li> </ol>	\$	Each
	b. Trucks, SUV's, Vans	\$	Each
	3. Time to Complete alignment service after receipt of order Includes pickup and return of vehicle		Hours
H.	Name of Parts & Labor Guide to be used in preparing estimates:		

# 3. <u>VENDOR INFORMATION</u>

Business Name (As shown on your invoice):				
Federal Tax ID No OR Social Security No (Please include an IRS Form W9 with your response)				
Pheck One: Corporate Entity Non Corporate (1099) Sole Proprietor (1099)				
Owner's Name as per IRS records, if reporting under SS#				
Business Type: Commodity Services (Provide Certificates of Insurance if working on HCSO property)				
Our company has been in business under its current name since:				
Office Phone: Fax: Website: (If applicable)				
General Correspondence Mailing Address:				
Remit to Address: (Checks are to be mailed to if different than mailing address above):				
Warehouse Address (If Applicable):				
Contact Information – Name/Email Address/Phone Number - for the following departments:				
Sales:				
Customer Service:				
Accounting:				
Check all that apply - We accept Payment by Check ACH/EFT Credit Card (Visa)				

To receive electronic payments please complete "Authorization for Electronic Payment" form available on the HCSO website at <a href="https://www.hcso.tampa.fl.us">www.hcso.tampa.fl.us</a> under the Purchasing Section, Doing Business with the HCSO.

### 4. <u>AFFIRMATION AND DECLARATION</u>

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 Bidder is of lawful age and that no other person, firm or corporation has any interest in this bid 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 HCSO upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the HCSO;
- d) That no officer, employee or person whose salary is payable in whole or in part from 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,			
Company Name:			
Print Signer's Name	Date		
Signature of Company Officer	Title		

# STATEMENT OF NO BID

NOTE: If you do not intend to respond to this Invitation to Bid, please return this form immediately to:

# HILLSBOROUGH COUNTY SHERIFF'S OFFICE OFFICE OF THE COMPTROLLER

Email to: <a href="mailto:purchasing@hcso.tampa.fl.us">purchasing@hcso.tampa.fl.us</a>
Or Fax 813-242-1826

We, the undersigned, have declined to respond on Bid No. 7-16 for Sheriff's Office Vehicle Repairs for the following reasons:			
Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).			
Insufficient time to respond.			
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 returned, our name may be deleted from the list of qualified Vendors for the Hillsborough County Sheriff's Office. (PLEASE PRINT)			
COMPANY NAME DATE			
COMPANY OFFICER TITLE			
TELEPHONE NUMBER			
SIGNATURE			

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. 8<sup>TH</sup> AVE TAMPA FL 33605

ATTN: PURCHASING 813-247-8034

**BID PACKAGE SUBMITTAL** 

BID # 7-16

SHERIFF'S OFFICE VEHICLE REPAIRS

**OPENING DATE/TIME:** 

APRIL 11, 2016 @ 2:00 PM