

Invitation to Bid No. 12-19

Title: Mobile Rethermalization Ovens

May 15, 2019



Financial Services Division 2008 East 8th Avenue Tampa, FL 33605



Colleen Hensley, Buyer 813-247-8068 CHensley@hcso.tampa.fl.us

INSTRUCTIONS TO BIDDERS

Included herein are General Terms and Conditions (Part A), Special Provisions (Part B), Technical Specifications (Part C) and Bid Response (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 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 Response (Part D), 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 PACKAGE CAREFULLY BEFORE SIGNING.

NOTICE TO BIDDERS

WHEN SUBMITTING A SEALED BID PACKAGE, CLEARLY MARK THE PACKAGE AS A BID DOCUMENT ON THE <u>OUTSIDE</u> OF THE ENVELOPE OR BOX. INCLUDE THE BID NUMBER AND THE DATE AND TIME OF THE BID OPENING.

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| PROPOSED SCHEDULE OF EVENTS | DATE |
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| BID ADVERTISED / POSTED TO HCSO AND OSD WEBSITES | 5/18/2019 |
| DEADLINE TO SUBMIT QUESTIONS AND ANSWERS | 5/23/2019 |
| DEADLINE TO SUBMIT BID | 6/4/2019 |
| AWARD NOTIFICATION TARGET DATE | 6/13/2019 |

Hillsborough County Sheriff's Office 2008 East 8th Avenue Tampa, Florida 33605

SUBJECT: INVITATION TO BID 12-19

BID TITLE: Mobile Rethermalization Ovens

OPENING DATE & TIME: June 4, 2019 @ 3:00 PM

PLACE: Malcolm E. Beard Sheriff's Operation Center Financial Services Division, Purchasing Section 2008 East 8th Avenue, Room # 125 Tampa, FL 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: Chad Chronister, Sheriff, 2008 East 8th Avenue, Tampa, Florida 33605. <u>To prevent inadvertent opening</u>, the Bid must be marked as a BID DOCUMENT (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, company'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 <u>http://www.hcso.tampa.fl.us</u> for the convenience of companies 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 their response will be good for an evaluation period of 60 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>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.

6. <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. All prices shall include freight (to include manufacturer to distributor), packaging, and any other similar fees. The HCSO is exempt from all state sales, use, transportation, and excise taxes. The HCSO will issue tax exemption certificates to the Awarded Vendor.

The Bidder's attention is directed to the laws of the State of Florida including, but not limited to, Chapter 212, Florida Statutes, which applies to all transactions resulting from this Bid, and <u>that all applicable taxes</u> and fees shall be deemed to have been included in the Bid Response (Part D) as part of the materials <u>cost</u>, when applicable.

- 7. <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.
- 8. <u>Delivery</u>: All deliveries are F.O.B. Destination to the location on the Purchase or Credit Card Order or as otherwise specified.
- 9. <u>When to Make Delivery</u>: 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>Inspection and Performance Testing</u>: All goods provided by this Bid must be as specified in Part D, Bid Response and are subject to inspection, performance testing, and acceptance by the HCSO. HCSO shall have the right to inspect and test the goods ordered, notwithstanding any prior payment or initial inspection. Initial inspection upon delivery is for the sole purpose of identification. If there are any apparent defects in the goods at the time of delivery, the HCSO will notify the Awarded Vendor as soon as possible.

Defective goods not in compliance with HCSO specifications or standards may at any time be rejected even though such goods or services may have previously been inspected and/or accepted. Without limiting any rights to which it may be entitled, HCSO, at its options, may require the Awarded Vendor to:

- a. Promptly repair or replace, at Awarded Vendor's expense, any damaged or rejected goods.
- b. Accept the return of all damaged or rejected goods
- c. Refund any fees paid for all damaged or rejected goods.
- 11. <u>Acceptance</u>: Acceptance of all or part of the goods or services shall not waive the HCSO's right to cancel or return all or a portion of the goods or services that do not conform to the specifications, bind the HCSO to accept future shipments of goods or services, or preclude the HCSO from making any claim for damages or breach of warranty. All purchases are subject to inspection, performance testing, and rejection by HCSO notwithstanding prior payment.
- 12. <u>Claims</u>: The Awarded Vendor will be responsible for making any and all claims against freight carriers.
- 13. <u>Condition of Materials and Packaging</u>: Unless otherwise indicated, it is understood and agreed that any goods offered or shipped on this Bid shall be NEW and in FIRST CLASS CONDITION or FIRST QUALITY, that all containers shall be NEW and suitable for storage or shipment, and that prices include standard commercial packaging for the items shipped.
- 14. <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 goods of any manufacturer may be offered if they are approved as equals unless otherwise specified. The determination as to whether any alternate goods or

service is or is not equal shall be made by the HCSO and such determination shall be final and binding upon all Bidders.

- 15. <u>Information and Descriptive Literature</u>: Bidders must furnish all information requested in the Bid. If specified, each Bidder shall 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.
- 16. <u>No Bid:</u> If you do not wish to submit a response to the Bid, 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 List.
- 17. <u>Compliance with Occupational Safety and Health Act (OSHA)</u>: The Bidder certifies that all goods or services contained in their response meets all OSHA requirements.
- 18. <u>Laws, Statutes, and Ordinances</u>: The terms and conditions of the Bid and the resulting Agreement shall be construed in accordance with the laws, statutes, and ordinances of the State of Florida and Hillsborough County. Where State Statutes and regulations are referenced, they shall be interpreted to apply to this Bid and to the resulting Agreement. While the Sheriff is not bound by Chapter 287, Fla. Stat., in the spirit of fair dealing and just opportunity, the HCSO endeavors to meet the directives and business practices articulated in the Chapter.
- 19. <u>Bid 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 goods or services from any bid options or resulting contract(s) when deemed to be in the best interest of the HCSO.
- 20. <u>Appropriations of Funds</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 Bid 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 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.
- 21. <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 72 hours (excluding HCSO holidays, Saturdays and Sundays) of the notice of award to the HCSO Purchasing Section by registered mail or hand delivery for which a receipt must be provided.

The HCSO will have five (5) business days upon receipt of this notice to review and consider the protest 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 Chief Financial Officer (CFO).

The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the Bidder in writing. This decision, and the basis upon which it was made, will be communicated to the Bidder within five (5) business days following the receipt of the recommendation

from the Purchasing Section. A single appeal of the CFO's decision is available by submitting a notice in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) requesting a Management review of the decision. Final decision of an appeal will be made by the Sheriff.

- 22. <u>Public Entity Crimes</u>: 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 36 months from the date that the 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 proposal in response to this Bid, you are certifying that §§287.132-.133, Fla. Stats. does not restrict your submission.
- 23. <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 Bidder 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.

The HCSO requires that, at the conclusion of the selection process, the contents of all bids be placed in the public domain and be open to inspection by interested parties. Any restrictions on the use of data contained within a bid must be clearly stated in the Bid itself. Proprietary information submitted in response to the Bid will be handled in accordance with applicable Florida Statutes.

If the Bidder has questions regarding the application of Chapter 119, Florida Statutes, to the Bidder's duty to provide public records relating to this Contract, contact the custodian of public records at: HCSO Records Section, 1900 East 9th Avenue, Tampa, Florida 33605, Phone 813-247-8210 or email at <u>hcsorecords@hcso.tampa.fl.us</u>

24. <u>Specifications:</u> Attached

CHAD CHRONISTER, SHERIFF HILLSBOROUGH COUNTY, FLORIDA

By: _ahbroit

Christina R. Porter, CPA Chief Financial Officer 25. General Terms and Conditions outlined above are acknowledged. Our Bid is attached.

| Company Name | |
|------------------------------|-------|
| Print Name | Title |
| Signature of Company Officer | Date |

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID AFTER COMPLETING PARAGRAPH 25. EACH COMPANY'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).

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PART B - SPECIAL PROVISIONS

1. <u>IN GENERAL</u>

The purpose of this Invitation to Bid (Bid) is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) to secure a company for the procurement and delivery of Mobile Rethermalization Ovens security and tamper resistant features for correctional facilities.

2. SPECIFICATIONS AND SCOPE OF WORK

The requirements of this Bid include the procurement and delivery of Mobile Rethermalization Ovens with security and tamper resistant features for correctional facilities.

The items as specified herein will be delivered to the locations below:

Hillsborough County Sheriff's Office Detention Maintenance 520 North Falkenburg Road Tampa, Florida 33619

AND

Hillsborough County Sheriff's Office Detention Maintenance 1201 Orient Road Tampa, Florida 33619

3. <u>ESTIMATED QUANTITIES</u>

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

4. <u>COMMUNICATION BETWEEN PARTIES</u>

All questions in regard to this Bid are to be directed, in writing, to the Buyer: Colleen Hensley, at <u>Purchasing@hcso.tampa.fl.us</u>, or by fax at 813-242-1826. No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this Bid prior to the notice of award.

In the interest of public access, all documents relating to this Bid will be posted to the HCSO website at <u>http://www.hcso.tampa.fl.us</u>. This will include Q & A responses, amendments, addenda, etc. Posting documents to the HCSO website is considered the official method of notification regardless of other notification methods the Buyer utilizes for convenience of the parties involved.

5. <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 cancelation. All substitutes will be annotated as such on the shipping documents.

6. <u>BIDDER QUALIFICATIONS</u>

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 goods or services 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.

The Vendor Packet attached as Appendix I must be returned with your Bid Response along with copies of Hillsborough County Business Tax Receipt or other local government business license(s).

7. <u>BRAND NAMES</u>

HCSO is currently utilizing Carter-Hoffmann Model RTH18 rethermalization ovens.

The information listed for the goods or services currently in use is provided for reference purposes and to establish a standard of quality. Bidders should submit the equipment make and model that will offer the best performance and economic value to the HCSO. Manufacturer's specification sheets must be furnished with the Bid Response. Any differences between specifications identified in Technical Specifications (Part C) and specifications of Bid Response items should be identified in Bid Response (Part D), Exceptions. The evaluation of bids and the determination as to quality of equipment offered shall be the sole and final responsibility of the HCSO.

8. <u>CONFLICT OF INTEREST</u>

The Bidder agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, Fla. Stat. regarding Standards of conduct for public officers, employees of agencies, and local government attorneys.

No HCSO employee acting in an official capacity, as a purchasing agent, or public officer, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for HCSO from any business entity of which the officer, partner, director, or proprietor, or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material (>5%) interest. An officer or employee is also prohibited from having an employment or contractual relationship that creates a continuing or recurring conflict between their private interest and the performance of their HCSO public duties.

9. <u>AWARD</u>

Award shall be made to the most 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 their 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 Bidders. Bid results will be available on the HCSO website <u>http://www.hcso.tampa.fl.us</u>, on the Purchasing Page.

10. <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.

11. 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.

12. <u>ESCALATION/DE-ESCALATION</u>

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, Financial Services Division, of the pending increase or decrease a minimum of 30 calendar days prior to the end of the first 12 month 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.

13. ADDITION/DELETION

The HCSO reserves the right to add or delete any items 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 must be executed in writing and approved by the Chief Financial Officer (CFO). The Change Order will consist of a memo to the CFO describing the justification for the item addition accompanied by the Awarded Vendor's written, fixed price quote for each item to be added. If approved by the CFO, the item will be added to the Contract and recorded on the original Bid tabulation/price sheet.

14. CANCELATION

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. 10 calendar days written notice with cause, or;
- b. 30 calendar days written notice without cause.

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

15. <u>DEFAULT</u>

The Contract may be canceled or annulled by the HCSO CFO 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 goods or services within the time stipulated in this Bid, unless extended in writing by the Financial Services Division, shall constitute Contract default. Awarded Vendors who default on contracts may be removed from the HCSO Vendor List and determined ineligible for future contracts at the discretion of the CFO.

16. <u>NEXT BEST BIDDER</u>

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

17. <u>DELIVERY</u>

Product(s) ordered shall be delivered in accordance with Estimated Time for Delivery identified in Bid Response (Part D). Failure to do so shall be considered a breach of Contract or default and the HCSO may utilize its options as stated herein.

Any backordered product(s) shall be made available within 30 calendar days of the time of backorder (original date of receipt). If the backorder cannot be filled within the time frame of this requirement, the HCSO, Financial Services Division, shall to be notified, in writing, thus permitting the HCSO to obtain the required goods or services and/or exercise its options as stated herein.

18. <u>EMERGENCY</u>

If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this Contract and procure the goods or services from the most available source.

19. INVOICING AND PAYMENTS

The Awarded Vendor shall invoice the HCSO for goods or services as delivered. All invoices must have a unique invoice number and include: shipping location, description and quantity of goods shipped, stock number, and unit price. Include the HCSO purchase order number on invoices unless payment is made by HCSO Purchasing Card. 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 45 calendar days from date of receipt of a properly approved application/invoice.

Invoices shall be addressed to:

Hillsborough County Sheriff's Office Attention: Accounts Payable P.O. Box 3371 Tampa, FL 33601

Or emailed to: accountspayable@hcso.tampa.fl.us

ACH and HCSO Purchasing Card are preferred methods of payment, and available upon request and authorization. Please inquire at <u>accountspayable@hcso.tampa.fl.us</u> or at 813-247-8276.

20. 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), Special Provisions (Part B) and 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 Bid. 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 General Terms and Conditions (Part A), the Special Provisions (Part B) and Technical Specifications (Part C).

21. <u>GOVERNMENTAL PURCHASING COUNCILS</u>

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.

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

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PART C - TECHNICAL SPECIFICATIONS

1. <u>IN GENERAL</u>

The purpose of this Invitation to Bid (Bid) is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) to secure a company for the procurement and delivery of Mobile Rethermalization Ovens with security and tamper resistant features for correctional facilities.

2. <u>SPECIFICATIONS</u>

- a. Overall dimensions approximately 78" H x 49" D x 25" W with an inside total cabin height of approximately 58".
- b. Completely welded cabinet construction with outer cabinet formed and welded to base. All seams turned in, to eliminate raw edges. All exposed fasteners shall be tamper resistant.
- c. Caster: Minimum diameter of 5" with two (2) casters fitted with brakes.
- d. Capacity of 18 total, 18" L x 26" W x 2 7/8" D wire baskets.
- e. Electrical: 480 volt, three (3) phase.
- f. Heating System and Controls: Top mounted heater secured with tamper resistant fasteners. Capable of heating from 70 200 degrees in five (5) minutes with a differential of +/- 2.5 degrees and recovery from 120 to 200 degrees in one (1) minute (based on empty cabinet).
- g. Electronic controls: Programmable with at least four (4) programs to include covered security panel.
- h. Cabinet Material: Institutional, food grade, type 300 series, stainless steel with 20 gauge interior and 20 gauge polished exterior.
- i. Doors: Non-removable, welded double panel and stainless steel with at least 180 degree door swing.
- j. Hinges: 12 gauge stainless steel with 3/8" diameter pins, full welded and bolted to cabinet and doors.
- k. Latch: Heavy duty, edge mount, latch with magnetic catch.
- 1. Gasket: High Temperature silicon gasket mounted to cabinet.
- m. Tray Racks: 18 gauge stainless steel with welded or riveted stainless steel angle slides.

3. ADDITIONAL INFORMATION

- a. HCSO is currently utilizing Carter-Hoffmann Model RTH18 rethermalization ovens. Utilization of existing baskets (as identified in paragraph 2.d. above) is preferred. Provide manufacturer literature for submitted equipment.
- b. Initial purchase will consist of five (5) ovens with an estimated annual purchase of two (2) per year for the remaining years.
- c. Warranty: Ovens furnished under the Award resulting from this Bid shall be covered by the most favorable commercial warranties given any customer for like items, and the rights and remedies provided therein. The warranty period shall be indicated in the Bid Response (Part D). A copy of the warranty shall be furnished with the Bid Response (Part D).

4. <u>DELIVERY INFORMATION</u>

- a. HCSO requires lift gate delivery at both delivery locations.
- b. Driver must offload equipment from truck.
- c. The driver must remain on site to allow the HCSO the ability to perform the initial inspection for the sole purpose of identification.

PART D - BID RESPONSE

The undersigned understands that this Bid Package **must be signed in ink** and that an **unsigned** Bid Package will be considered incomplete and subject to rejection by the Hillsborough County Sheriff's Office (HCSO). The **undersigned must be an officer of the company or a designated agent empowered to bind the company in contract.**

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) AND SPECIAL PROVISIONS (PART B), 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 20 OF THE SPECIAL PROVISIONS (PART B).

1. <u>EXCEPTIONS</u>: The following represents every deviation (itemized by number) to the foregoing General 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 product(s) required by the HCSO.

The undersigned certifies that any exceptions to the Bid specifications are noted in the Bid Response (Part D). All specifications not noted thereon are as requested. The undersigned also understands that any exceptions presented after the award may be cause for cancelation of award.

We hereby propose to furnish the below described product(s) in accordance with the Bid Package, except as noted on attached Exceptions Form:

Estimated time for delivery shall be the total number of calendar days for delivery After Receipt of Order.

| Item | Description | Vendor Item Number | Estimated time for delivery | Price |
|------|---|-----------------------|--------------------------------|----------------|
| | Mobile Rethermalization Oven per Technical Specifications (Part C) | | | |
| A | Manufacturer Item and Model Number: | | days | <u>\$</u> each |

3. <u>WARRANTY</u>

Please identify warranty information for Mobile Rethermalization Ovens to include type and period of warranty. A copy of the warranty shall be furnished with the Bid Response.

4. VENDOR ORDER INSTRUCTIONS

Describe the preferred method of contact to place an order.

| Name: | | |
|----------|------|--|
| Phone: | Fax: | |
| Email: | | |
| Website: | | |

5. <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 undersigned must be an officer of the company or a designated agent empowered to bind the company in contract.

The below 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 HCSO, 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 60 days following the opening of bids.

Respectfully submitted by,

Company Name:

Print Signer's Name

Signature of Company Officer

Title

Date

REFERENCE LIST

Provide a minimum of three (3) references of customers in which you supplied a similar service or commodity. Do not include Hillsborough County Sheriff's Office as one of your references.

| 1. | Company Name: | |
|----|--------------------|--|
| | Contact/Title: | |
| | Phone Number: | |
| | Email Address | |
| | Commodity Provided | |

3. Company Name:

| Company Wante. | |
|--------------------|--|
| Contact/Title: | |
| Phone Number: | |
| Email Address | |
| Commodity Provided | |

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 FINANCIAL SERVICES DIVISION Email to: <u>purchasing@hcso.tampa.fl.us</u> Or Fax 813-242-1826

We, the undersigned, have declined to respond on Bid No. 12-19 for Mobile Rethermalization Ovens 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 | |

BID CHECKLIST

Include this checklist as a cover page with your bid response:

- ONE (1) ORIGINAL AND ONE (1) COPY of the entire ITB.
- SIGNATURES required Parts A and D.
- Any Addendums or Amendments (Signatures required).
- Completed Part D including pricing and signature page.
- Reference List

П

 \Box

- Appendix I, Vendor Packet to include completed Vendor Application, W9 and Business Tax Receipt.
- Professional Licenses (if applicable).
 - Manufacturer literature and warranty information.

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.

CHAD CHRONISTER, SHERIFF 2008 E. 8th AVE TAMPA FL 33605

ATTN: PURCHASING 813-247-8034 or FINANCIAL SERVICES DIVISION 813-247-8035

BID PACKAGE SUBMITTAL

From:_____

BID # 12-19 Mobile Rethermalization Ovens

OPENING DATE/TIME:

June 4, 2019 @ 3:00 PM