



Invitation to Bid No. 19-15
Motorola Radio Parts and Repairs

June 5, 2015

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



Stephanie Douglas, Buyer
(813) 247-0701
sajack01@hcs0.tampa.fl.us

INSTRUCTIONS TO BIDDERS

Included herein are General Terms and Conditions (Part A); the Special Provisions (Part B); and the Bid Response (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 Bid Response (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 BID NUMBER, BID TITLE AND DATE DUE ON THE OUTSIDE OF THE ENVELOPE.

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

VENDOR NAME: _____

SUBJECT: INVITATION TO BID 19-15

BID TITLE: Motorola Radio Parts and Repairs

OPENING DATE & TIME: June 25, 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. Bids: Must be contained in a SEALED envelope addressed to: David Gee, Sheriff, 2008 E 8th Avenue, Tampa, Florida 33605. To prevent inadvertent opening, 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 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. On-Line Documents: 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. Time for Consideration: 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. Prices: All bids submitted must show the net bid price 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 laws of the State of Florida, including but not limited to Chapter 212, Florida Statutes, apply to this bid matter and that all applicable taxes and fees shall be deemed to have been included in the Bid Response (Part C) as part of his materials cost, when applicable.

6. Bid Errors: 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. Condition of Materials & Packaging: 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. Claims: 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. Manufacturer's Name: 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. Information and Descriptive Literature: 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. Bid Package Costs: 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 the receipt of this Invitation to Bid is not acknowledged, Bidder's name may be removed from the Approved Bidder's list.
14. Compliance with Occupational Safety and Health Act: Bidder certifies that all material, items, equipment, service, etc., contained in the Bid Response (Part C) meets all OSHA requirements.
15. Acceptance and Rejection: 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. Disputes: 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.

DAVID GEE, SHERIFF
HILLSBOROUGH COUNTY, FLORIDA

--Signature on File--

By: _____
Christina R. Porter, CPA
Comptroller

20. General Terms and Conditions outlined above are acknowledged. Our bid is attached.

Company Name

Date

Print Name

Title/Company Officer

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 annual requirements of the Hillsborough County Sheriff's Office (HCSO) for the purchase of Motorola Radio Parts and Repairs.

2. BID SUBMITTAL

All bids will be submitted in duplicate form (one (1) original and one (1) copy) on the forms provided in this document and assembled, in page number order, to insure that each bid is reviewed and evaluated properly. The original copy WILL BE MARKED AS SUCH on the front of the document. If additional pages are required for further description, 8-1/2" x 11" sheets must be used. DO NOT DEVIATE FROM THIS FORMAT. Bids should be as concise as possible without omitting any necessary details. Supporting documents should be submitted in duplicate.

3. BID OPENING

At bid opening, only Bidder's names will be read; unit prices will not be read, but will be available when the bid tabulation is prepared. The bid tabulation will not be available until all bid responses have been reviewed, verified and an award has been approved.

4. CONTRACT PERIOD

The contract shall be effective for a one (1) year period from the date of award. By written mutual consent between the HCSO and the awarded Vendor, the contract may be extended for three (3) additional years. All prices for replacements, repairs, and labor rates shall remain firm during the course of the contract period(s).

5. 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.

6. 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. The HCSO has the sole option to consider adding or deleting any item to/from the contract. Any additions will be included into the contract for the remainder of the contract term. Additions may include adding parts and/or repairs to other model radios.

7. SPECIFICATIONS

The parts and repair requirements for the HCSO will be for, but not limited to, Motorola HT1000, HT1250, and PR860 Portable radios.

8. WAREHOUSE REQUIREMENTS

All items herein will be maintained as stock or be readily available items to the Awarded Vendor. Vendor must maintain a sufficient inventory of such items as to provide delivery, complete, within a maximum period of thirty (30) calendar days from receipt of order to arrival of goods.

9. DELIVERY

Material(s) ordered shall be delivered within thirty (30) calendar days After the Receipt of the Order (ARO). Failure to do same shall be considered breach of contract or default and the HCSO shall utilize its options as stated herein. All items are to be in new condition and of first quality.

Any back-ordered materials shall be made available within fifteen (15) calendar days of the time of back-order (original date of receipt). If the back-order cannot be filled within the time frame of this requirement, then the HCSO, Office of the Comptroller shall be notified, in writing, thus permitting the HCSO to obtain the required materials and/or exercise its options as stated herein.

10. 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 the HCSO will allow it. Any violation of such procedure will be considered cause for cancellation. A written CHANGE ORDER shall be submitted for approval of all substitutes or modifications to the specifications.

11. ESTIMATED QUANTITIES

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 from this bid or resulting contract(s) when deemed to be in the best interest of the HCSO.

12. 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 bid, 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 notification will be sent to the vendor(s) receiving a bid award and posted to the HCSO website <http://www.hcsotampa.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.

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 Vendor upon non-performance or violation of Contract terms. An award may be made to the next lowest 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 these specifications, unless extended in writing by the Comptroller, shall constitute contract default. Vendors who default on contracts may be removed from the approved Bidders List and determined ineligible for future contracts at the discretion of the Comptroller.

14. 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.

15. NEXT BEST BIDDER

In the event of a default by the Awarded Vendor, the HCSO reserves the right to utilize the next lowest responsive & responsible Bidder as the new Vendor. In the event of this occurrence, the Vendor 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 of the award period.

16. 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.

17. WARRANTIES/GUARANTEES

It shall be the Bidder's responsibility to submit at the time of bid opening the original manufacturer's warranty of the material(s) supplied.

The material(s) shall be guaranteed to be free of defect of composition, conception and workmanship for a period of at least one (1) year from the date of acceptance. Any parts or portion found not in accordance with this specification will be rejected and returned to the Vendor at their expense for immediate replacement. BIDDERS SHALL submit, in writing, a detailed explanation of the procedure(s) they will follow to accomplish the replacement, WITH THEIR BID. Replacement shall be finalized within two (2) weeks of reporting of the defect.

18. EXCEPTIONS TO BID

All Bid Packages must clearly state with specific detail all deviations to the requirements imposed upon the Bidder by the General Terms and Conditions (Part A) and Special Provisions (Part B). Such deviations should be stated upon the Bid Response (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 Bid Response (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 General Terms and Conditions (Part A) and the Special Provisions (Part B).

19. INVOICING AND PAYMENTS

The Awarded Vendor will 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.** 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. For items priced at a percentage discount from the list price, the invoice must show the list price, the percentage discount and the final price.

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 accountspayable@hcsso.tampa.fl.us

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

20. 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.

21. GOVERNMENT PURCHASING COUNCIL

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. EXCEPTIONS TO BID: 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 18 OF THE SPECIAL PROVISIONS (PART B).

The following represents every deviation (itemized by number) to the foregoing General Terms and Conditions (Part A) and Special Provisions (Part B) upon which this Bid Response is based, to wit:

2. PRICING

1. Motorola Radio Parts - % off of list price _____%

2. HT1000 flat rate repair _____

3. HT1250 flat rate repair _____

4. PR860 flat rate repair _____

Bidder shall provide access to current list pricing, either a catalog or other printed parts list or website access.

How often are list prices revised?

What is the basis for price revisions?

Is a website available for ordering? If so, provide website information.

Are credit cards accepted for payment? If so, list any additional fees incurred by utilizing this payment option.

3. VENDOR INFORMATION

Business Name (As shown on your invoice): _____

Federal Tax ID No. _____ OR Social Security No. _____
(Please include a IRS Form W9 with your response)

Check 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 available) _____

General Correspondence Mailing Address:

Remit to Address: (Checks are to be mailed to if different than mailing address above):

Warehouse Address (If Applicable):

Provide 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 www.hcso.tampa.fl.us under the Purchasing Section, Doing Business with the HCSO.

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 County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this proposal; 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: _____

REFERENCE LIST

References should be customers to which you provide similar commodities or services. Please type or print.

1. Firm Name:

Contact/Title:

Phone Number:

E-Mail Address:

Commodity/Service Provided:

2. Firm Name:

Contact/Title:

Phone Number:

E-Mail Address:

Commodity/Service Provided:

3. Firm Name:

Contact/Title:

Phone Number:

E-Mail Address:

Commodity/Service Provided:

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@hcsso.tampa.fl.us
Or Fax 813-242-1826

We, the undersigned, have declined to bid on your Bid No. 19-15 for Motorola Radio Parts and Repairs for the following reasons:

- 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 returned, our name may be deleted from the list of qualified bidders 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. 8TH AVE
TAMPA FL 33605

ATTN: PURCHASING
813-247-8034

BID PACKAGE SUBMITTAL

BID # 19-15

Motorola Radio Parts and Repairs

OPENING DATE/TIME:

TBD