

HILLSBOROUGH COUNTY SHERIFF'S OFFICE



Invitation to Bid No. 13-17 Motorcycle Parts, Repairs and Maintenance

June 29, 2017

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| PROPOSED SCHEDULE OF EVENTS | DATE |
|---|-------------|
| Bid Advertised/Posted to HCSO and OSD Website | 6/29/2017 |
| Deadline to Submit Bid Package | 7/13/2017 |
| Award Notification Target Date | 7/20/2017 |

David Gee, Sheriff
HILLSBOROUGH COUNTY
Financial Services Division
2008 E. 8th Avenue
Tampa, FL 33605



Stephanie Douglas, Buyer
(813) 247-0024
sajack01@hcsso.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 herein specified. 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, in writing 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 C), 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 OUTSIDE OF THE ENVELOPE OR BOX. INCLUDE THE BID NUMBER AND THE DATE AND TIME OF THE BID OPENING.

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

VENDOR NAME: _____

SUBJECT: INVITATION TO BID 13-17

BID TITLE: Motorcycle Parts, Repairs and Maintenance

OPENING DATE & TIME: July 13, 2017 at 3:00 PM EDT

PLACE: Malcolm E. Beard Sheriff's Operation Center
 Financial Services Division, 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. 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 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. Bid Delivery: 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. On-Line Documents: The HCSO is publishing documents on its website <http://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: Bidders warrant by virtue of bidding the prices quoted in their response will be good for an evaluation period of 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.** The HCSO is exempt from all state and federal

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 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 as part of the 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 and Packaging:** 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. **Claims:** The Vendor 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. **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 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. **Bid Submittal 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 you do not wish to submit a response to the Bid, please return the Statement of "No Bid" found on page 24. The no bid information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor List.
14. **Compliance with Occupational Safety and Health Act (OSHA):** Bidder certifies that all material/items contained in their response meets all OSHA requirements.
15. **Laws, Statutes and Ordinances:** The terms and conditions of the Bid and the resulting Contract shall be construed in accordance with the laws, statutes and ordinances applicable to Hillsborough County. Where State Statutes and regulations are referenced, they shall apply to this Bid and to the resulting Contract.
16. **Acceptance and Rejection:** 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.

17. Appropriations Clause: 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.
18. Protests: 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 County holidays, Saturdays and Sundays) to the HCSO Purchasing Section by registered mail or hand delivery for which a receipt must be provided.

The Purchasing Section will have five (5) business days upon receipt of this notice to meet and consider the dispute as written. The Buyer will coordinate the review process with the parties involved and may request additional information from the Proposer 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 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.

19. 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 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 response to this Bid, you are certifying that §§287.132-133, Fla. Stats. does not restrict your submission.
20. Public Records: 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 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.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor'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 hcsorecords@hcsotampa.fl.us

21. Specifications: Attached

DAVID GEE, SHERIFF
HILLSBOROUGH COUNTY, FLORIDA

--Signature on File--

By: _____
Christina R. Porter, CPA
Chief Financial Officer

22. General Terms and Conditions outlined above are acknowledged. Our Bid is attached.

Company Name

Print Signer's Name Date

Signature of Company Officer Title

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID AFTER COMPLETING PARAGRAPH 22. 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) to secure a vendor for the procurement of motorcycle parts, repairs and maintenance.

2. SCOPE OF WORK

The requirements of this Bid include providing Harley Davidson motorcycle parts, repairs and maintenance for the HCSO's motorcycle fleet. The HCSO's motorcycle fleet is comprised of Harley Davidson FLHP motorcycles with model years ranging from 2014 to present year. For further details and material specifications refer to Technical Specifications (Part C). Motorcycles requiring repairs 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 \$48,000. 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. COMMUNICATION BETWEEN PARTIES

All questions in regard to this Bid are to be directed, in writing to the Buyer: Stephanie Douglas, at sajack01@hcsotampa.fl.us or by fax at 813-242-1851.

In the interest of public access, all documents relating to this Bid will be posted to the HCSO website at <http://www.hcsotampa.fl.us>. 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. 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. Bidders shall have engaged in business in the Hillsborough County area for a period of not less than two (2) years.

The attached Supplier Information form and IRS Form W9 must be returned with your Bid Response along with copies of Hillsborough County Business Tax Receipt or other local government license to do business. Current Certificates of Insurance for Liability and Workers Compensation must also be included.

6. BRAND NAMES

The Vendor shall only provide Harley Davidson brand parts for all HCSO motorcycles. The HCSO will not allow any exceptions for this requirement.

7. SUBSTITUTION

No substitute or equivalent parts will be accepted. Any violation of such procedure will be considered cause for cancelation.

8. AWARD

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 <http://www.hcso.tampa.fl.us>, on the Purchasing Page. If you do not have internet access, and would like a copy of the bid results, contact the Purchasing Section at (813) 247-8068.

9. BID OPENING

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.

10. 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 Vendor, the Contract may be extended on an annual basis for up to three (3) additional years.

11. 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, Financial Services Division of the pending increase or decrease a minimum of 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.

12. ADDITION/DELETION

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 Chief Financial Officer (CFO). The change order will consist of a memo to the CFO 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 CFO, the service description and price change will be added to the Contract and recorded on the original bid tabulation/price sheet.

13. 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. 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 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.

14. DEFAULT

The Contract may be canceled or annulled by the HCSO CFO in whole or in part by written notice of default to the Vendor upon non-performance or violation of contract terms. An award may be made to the next best responsive and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Vendor to deliver services within the time stipulated in this Bid, unless extended in writing by the Financial Services Division, shall constitute contract default. 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.

15. NEXT BEST BIDDER

In the event of a default by the 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.

16. EMERGENCY

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.

17. CERTIFICATES OF INSURANCE

The Vendor shall not commence any Work in connection with this Contract until all of the following types of insurance have been obtained and such insurance has been approved by the HCSO, nor shall the Vendor allow any subcontractor (if applicable) to commence any Work until all required insurance of the subcontractor has been obtained and approved. All insurance policies shall be with insurers qualified to do business in Florida.

The Vendor understands and agrees that the stipulated limits of coverage listed herein shall not be construed as a limitation of any potential liability to the HCSO, or to others, and the HCSO's failure to request, receive, or retain, evidence of this insurance coverage shall not be construed as a waiver of the Vendor's obligation to provide and maintain the insurance coverage specified.

The Vendor understands and agrees that the HCSO does not waive its immunity and nothing herein shall be interpreted as a waiver of the HCSO's rights, including the limitation of waiver of immunity, as set forth in §768.28, Fla. Stat. or any other statutes, and the HCSO expressly reserves these rights to the fullest extent allowed by law.

- a. Worker's Compensation and Employer's Liability Insurance: The Vendor shall provide and maintain during the life of this Contract, Worker's Compensation Insurance and Employer's Liability Insurance for all employees engaged in work under this Contract in accordance with the laws of the State of Florida. The amount of Employer's Liability insurance shall not be less than the amount specified.

Worker's Compensation: Florida Statutory Requirements

Employer's Liability: \$1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee

- b. Commercial General Liability Insurance: The Vendor shall provide and maintain during the life of this Contract, Commercial General Liability Insurance to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures (if applicable). Completed operations liability coverage shall be maintained for a minimum of one (1) year following completion of Work. The amount of Commercial General Liability insurance shall not be less than the amount specified.

\$1,000,000 per occurrence and a \$2,000,000 general aggregate

- c. Automobile Liability Insurance: The Vendor shall provide and maintain during the life of this Contract, Automobile Liability Insurance, Garage Liability Insurance and Garage Keepers Liability Insurance to be maintained in accordance with the laws of the State of Florida, as to the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles. The amount of each insurance type shall not be less than the amount specified.

Automobile Liability: \$1,000,000 combined single limit each occurrence bodily injury and property damage

Garage Liability: \$1,000,000 combined single limit each occurrence

Garage Keepers Liability: \$100,000 collision and comprehensive per occurrence

18. INVOICING AND PAYMENTS

The Vendor may invoice the HCSO for payment due as provided herein with such documentation as required by this Contract. All invoices must have a unique invoice number and show: vehicle identification number, HCSO vehicle number, HCSO Purchase Order number, description and quantity of items shipped and/or description of the Work performed, labor rate and hours billed, parts cost and discount. The Vendor's parts cost must be verifiable against the manufacturer's price list. Shop supplies and motorcycle pick up and return delivery are no cost items to the HCSO and shall not be included on any invoice.

Invoices shall be addressed to: Hillsborough County Sheriff's Office
 Attention: Accounts Payable
 P.O. Box 3371
 Tampa, FL 33601

ACH and Purchasing Card are preferred methods of payment, and available upon request and authorization. Please inquire at accountspayable@hcsso.tampa.fl.us 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 45 calendar days from date of receipt of a properly approved application/invoice.

19. 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), Special Provisions (Part B), and Technical Specifications (Part C).

20. 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.

- 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

PART C- TECHNICAL SPECIFICATIONS

1. MOTORCYCLE SCHEDULED MAINTENANCE

The Vendor must have the equipment and certified personnel required to expeditiously complete the work and shall agree to give priority to HCSO motorcycles. All scheduled maintenance services are to be completed in accordance with manufacturer requirements and guidelines. All scheduled maintenance services will include labor, parts, chrome oil filter, 20W50 synthetic oil, and DOT 4 brake fluid or better. The Vendor shall provide pricing for motorcycle scheduled maintenance services, at the following increments, in the Bid Response (Part D):

- 1,000 Miles
- 5,000 Miles
- 10,000 Miles
- 15,000 Miles
- 20,000 Miles
- 25,000 Miles
- 30,000 Miles
- 35,000 Miles
- 40,000 Miles
- 45,000 Miles
- 50,000 Miles

2. MOTORCYCLE REPAIRS

The Vendor must have the equipment and certified personnel required to expeditiously complete the work and shall agree to give priority to HCSO motorcycles. The Vendor will be required to pick up and return HCSO motorcycles requiring repair. HCSO motorcycle repairs will include but not be limited to the following:

- Front tire mount and balance
- Back tire mount and balance
- Rebuild motor
- Replace with rebuilt motor
- Rebuild transmission

The Vendor shall provide pricing for the repairs listed above with labor included in the Bid Response (Part D).

3. MOTORCYCLE TRANSPORT

The Vendor shall pickup any HCSO motorcycle in need of repair and return it to the Fleet Maintenance Section upon completion of repairs. HCSO motorcycles shall only be driven during normal business hours for the purpose of pickup, return delivery or test driving upon completion of a repair. Motorcycle pickup and return delivery are no cost items to the HCSO and shall not be included on any invoice.

HCSO motorcycles will be picked up from and returned to:

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

4. WARRANTY

In addition to the Manufacturer's Warranty applied to parts, all replacements and repairs shall be guaranteed to be free of defect of composition and workmanship by the Vendor for a period of 90 days from the date of acceptance. If a defect or failure occurs during the warranty period the Vendor will be responsible for part(s) replacement and labor at no additional cost to the HCSO.

5. HIDDEN DAMAGES

When during the course of repairing a motorcycle, hidden damages or repair needs are discovered, the Vendor shall contact the Fleet Maintenance Manager to advise as to the nature and extent of the hidden damage and provide a written estimate of the additional cost to repair. No additional Work shall commence until approved by the Fleet Maintenance Manager or their designee.

6. RESPONSE TIME AND TIME FOR COMPLETION

The Vendor is to respond to a request for repair by picking up the motorcycle as soon as possible, not to exceed one (1) business day. Business days are considered Monday through Friday. The motorcycle is to be either driven or towed to the Vendor's repair facility where a written estimate will be prepared and emailed or faxed to the Fleet Maintenance Section as soon as possible, not to exceed one (1) business day.

All repairs shall be completed and the motorcycle 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 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.

7. 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 Manufacturer's List price with a percentage discount. Time estimates for repair should be based on the Harley Davidson Job Time/Code Manual. Labor rates are to include all overhead cost such as travel, estimate preparation, transportation of vehicle (drive or tow), shop supplies and all incidentals.

Invoices should be prepared by using; actual time spent on repair, multiplied by the Bid labor rate, plus parts (list price with percentage discount). However, under no circumstance shall the invoice amount exceed the final approved estimate.

8. 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 motorcycles in full operation.

9. MOTORCYCLE SECURITY

All HCSO motorcycles shall be kept secured while in the Vendor's possession. Unless being actively repaired or serviced, all motorcycles shall be kept locked and all motorcycle keys shall be kept secured. To the extent provided by the law, the Vendor shall be accountable and liable for damage or loss to HCSO motorcycles and motorcycle accessories and equipment.

10. SUBCONTRACTING

The 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). **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), 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 19 OF THE SPECIAL PROVISIONS (PART B).**

- 1. EXCEPTIONS: 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. PRICING

The undersigned has carefully examined the Bid Package and all conditions affecting the cost of the service or 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 cancelation 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:

A. Parts Pricing

Additional space is provided below each item in the event the parts price varies between the different model years included in this bid. (Note: HCSO motorcycle model years range from 2014 to present)

| Line Item | Description | Price |
|------------------|---------------------------------|--------------|
| 1 | 20W50 Synthetic Oil – per Quart | \$ |
| 2 | Derby Cover | \$ |
| 3 | Air Filter | \$ |
| 4 | Oil Filter – Chrome | \$ |
| 5 | Brake Fluid | \$ |
| 6 | Front Brake Pads - Set | \$ |
| 7 | Rear Brake Pads - Set | \$ |
| 8 | Front Rotor – Right | \$ |
| 9 | Front Rotor – Left | \$ |
| 10 | Rear Rotor | \$ |
| 11 | Locktite | \$ |
| 12 | Air Spring | \$ |

| Line Item | Description | Price |
|-----------|-----------------------|-------|
| 13 | Shifter Rod Assembly | \$ |
| | | |
| 14 | Jiffy Spring | \$ |
| | | |
| 15 | Footboard Assembly | \$ |
| | | |
| 16 | Muffler Clamp | \$ |
| | | |
| 17 | Shifter Lever | \$ |
| | | |
| 18 | Clutch Lever | \$ |
| | | |
| 19 | Throttle Grip | \$ |
| | | |
| 20 | Brake Lever | \$ |
| | | |
| 21 | Spark Plugs | \$ |
| | | |
| 22 | Front Tire – Run Flat | \$ |
| | | |
| 23 | Rear Tire – Run Flat | \$ |
| | | |
| 24 | Stator Assembly | \$ |
| | | |
| 25 | Starter Assembly | \$ |
| | | |
| 26 | Clutch Cable | \$ |
| | | |
| 27 | Starter Clutch | \$ |
| | | |
| 28 | Starter Complete | \$ |
| | | |
| 29 | Seat Spring Assembly | \$ |
| | | |

B. Scheduled Maintenance Service Pricing

| Line Item | Description | Price |
|------------------|---------------------|--------------|
| 1 | 1,000 Mile Service | \$ |
| 2 | 5,000 Mile Service | \$ |
| 3 | 10,000 Mile Service | \$ |
| 4 | 15,000 Mile Service | \$ |
| 5 | 20,000 Mile Service | \$ |
| 6 | 25,000 Mile Service | \$ |
| 7 | 30,000 Mile Service | \$ |
| 8 | 35,000 Mile Service | \$ |
| 9 | 40,000 Mile Service | \$ |
| 10 | 45,000 Mile Service | \$ |
| 11 | 50,000 Mile Service | \$ |

C. Repair Pricing

| Line Item | Description | Price |
|------------------|---|--------------|
| 1 | Parts/Accessories (Discount off List Price) | % |
| 2 | Labor Rate per Hour | \$ |
| 3 | Front Tire Mount & Balance | \$ |
| 4 | Back Tire Mount & Balance | \$ |
| 5 | Rebuild Motor | \$ |
| 6 | Replace with Rebuilt Motor | \$ |
| 7 | Rebuild Transmission | \$ |
| 8 | Waste Tire Fee & Surcharge | \$ |

3. VENDOR ORDER INSTRUCTIONS

Describe the preferred method of contact to place an order. (Please type or print)

Contact Name & Title: _____

Address: _____

Office #: _____ Mobile #: _____ Fax #: _____

Email: _____

4. BID CONTACT INFORMATION

Provide the contact information for the individual submitting this bid response. (Please type or print)

Company Name: _____

Contact Name & Title: _____

Address: _____

Office #: _____ Mobile #: _____ Fax #: _____

Email: _____

Describe the preferred method of contact for questions regarding this bid submission.

5. 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 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 45 days following the opening of bids.

Respectfully submitted by,

Company Name: _____

Print Signer's Name Date

Signature of Company Officer Title

REFERENCE LIST

References should be customers to which you provide similar commodities or services. Note: The Hillsborough County Sheriff's Office may not be listed as a reference. Please type or print.

1.

| | |
|------------------------------|--|
| Company Name: | |
| Contact Person Name & Title: | |
| Phone Number: | |
| Email Address: | |
| Commodity/Service Provided: | |

2.

| | |
|------------------------------|--|
| Company Name: | |
| Contact Person Name & Title: | |
| Phone Number: | |
| Email Address: | |
| Commodity/Service Provided: | |

3.

| | |
|------------------------------|--|
| Company Name: | |
| Contact Person Name & Title: | |
| Phone Number: | |
| Email Address: | |
| Commodity/Service Provided: | |

Bid Package Checklist

The following checklist is included to assist the Bidder in submitting all required documents for a complete Bid Package. Additional documentation may be requested by the HCSO to ensure contract compliance. Please mark the box under the “YES” column to indicate that the document has been included in the Bid Package.

| Description of Document | YES |
|--|--------------------------|
| Complete Vendor Name above Part A - General Terms and Conditions (page 4) | <input type="checkbox"/> |
| Sign & complete acknowledgment of Part A - General Terms and Conditions (page 7) | <input type="checkbox"/> |
| Current Insurance Certificate(s) (see pages 10-11) | <input type="checkbox"/> |
| Complete Part D – Bid Response # 1 (if not applicable indicate N/A) (page 16) | <input type="checkbox"/> |
| Complete Part D – Bid Response # 2 A-C (pages 17-19) | <input type="checkbox"/> |
| Complete Part D – Bid Response # 3 & 4 (page 20) | <input type="checkbox"/> |
| Sign & Complete Part D - Bid Response # 5 (page 21) | <input type="checkbox"/> |
| Complete Reference List (page 22) | <input type="checkbox"/> |
| Sign & complete Appendix I – Vendor Application | <input type="checkbox"/> |
| Sign & complete Amendment/Addenda Acknowledgement Form (if applicable) | <input type="checkbox"/> |

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

We, the undersigned, have declined to respond on Bid No. 13-17 Motorcycle Parts, Repairs and Maintenance 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. 8TH AVE
TAMPA FL 33605

ATTN: PURCHASING
813-247-8034

BID PACKAGE SUBMITTAL

From: _____

BID # 13-17

MOTORCYCLE PARTS, REPAIRS AND MAINTENANCE

OPENING DATE/TIME: July 13, 2017 @ 3:00 PM