

**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**



Invitation to Bid
11-16
Automotive Engine Oil and Transmission Fluid

April 25, 2016

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



Stephanie Douglas, Buyer
(813) 247-0024
sajack01@hcs0.tampa.fl.us

INSTRUCTIONS TO BIDDERS

Included herein are General Terms and Conditions (Part A), Special Provisions (Part B), and 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 specified herein. The Bidder must manually sign the General Terms and Conditions (Part A) and Bid Response (Part C). Any questions concerning this Invitation to Bid (Bid) should be directed to the Buyer whose name appears above.

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

NOTICE TO BIDDERS

WHEN SUBMITTING A SEALED BID, ALL BIDS SHOULD BE CLEARLY MARKED AS A BID DOCUMENT. THIS IDENTIFICATION SHOULD INCLUDE THE 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 11-16

BID TITLE: Automotive Engine Oil and Transmission Fluid

OPENING DATE & TIME: May 9, 2016 @ 2:00 PM EST

PLACE: Malcolm E. Beard Sheriff's Operation Center
 Office of the Comptroller, Purchasing Section
 2008 E. 8th Avenue, Room 125
 Tampa, 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. 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 Response (Part C), 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. 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: 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. The HCSO will issue tax exemption certificates to the successful Bidder when requested.

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

6. 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 successful Bidder will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
9. When to Make Delivery: Deliveries resulting from this bid are to be made during the normal working hours of the HCSO. It is the Bidder's responsibility to obtain this information.
10. 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: Bidders 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 proposal, please return the Statement of No Bid found on page 14. 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 his response meets all OSHA requirements.
15. Familiarity with Laws: The Bidder is required to be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that in any manner affect the Work. Ignorance on the part of the Bidder will in no way relieve the Bidder of responsibility.
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 request for each and every fiscal year following the fiscal year in which this Contract is executed and entered into and for which the Contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Contract, provide prompt written notice of such event and effective thirty (30) calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such contract.
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 seventy-two (72) hours (excluding County holidays, Saturdays and Sundays) to the HCSO Purchasing Section by registered mail or hand delivery for which a receipt must be provided.

The HCSO will have five (5) working days upon receipt of this notice to review and consider the dispute as written. The Buyer will coordinate the review process with the parties involved and may request additional information from the Bidder or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Buyer will make a recommendation to the Office of the Comptroller.

The Comptroller may concur with the recommendation or arrive at a separate decision. The decision of the Comptroller will be communicated to the 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 Comptroller's decision is available by submitting a notice in writing within seventy-two (72) hours (excluding County holidays, Saturdays and Sundays) requesting a Management review of the decision. Final decision of an appeal will be made by the Sheriff.

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 thirty-six (36) months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), Fla. Stat. If you submit response to this request, you are certifying that §§287.132-133, Fla. Stats. does not restrict your submission.
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 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 hcsorecords@hcsotampa.fl.us
21. Specifications: Attached

DAVID GEE, SHERIFF
HILLSBOROUGH COUNTY, FLORIDA

--Signature on File--

By: _____
Christina R. Porter, CPA
Comptroller

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 C, PARAGRAPH 1).

PART B - SPECIAL PROVISIONS1. IN GENERAL

The purpose of this Invitation to Bid (ITB) is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) for the procurement of automotive engine oil and transmission fluid in bulk for a one (1) year period on an as needed basis.

2. SCOPE OF WORK

The requirements of this bid include furnishing a licensed, API approved 5W-30 automotive engine oil and transmission fluid which will replace Dextron VI, ATF+4 and Mercon V. Warranty statements and specification sheets are to be provided for all items submitted.

The items as specified herein are to be delivered to the location below:

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

The HCSO maintains two (2) five hundred (500) gallon bulk oil tanks and one (1) five hundred (500) gallon transmission fluid tank. Items ordered shall be delivered within one (1) business day After the Receipt of the Order (ARO). Failure to do so shall be considered breach of contract or default and the HCSO shall utilize its options as stated herein. Therefore, the successful bidder must maintain a sufficient and available inventory to meet strict delivery requirements.

3. ESTIMATED QUANTITIES

The estimated annual usage of 5W-30 engine oil is six thousand (6,000) gallons. On average an order is placed monthly for five hundred (500) gallons. Transmission fluid usage is very low, averaging thirty (30) gallons annually.

Estimated quantities, if provided, 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 Bid.

4. VENDOR QUALIFICATIONS

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

The HCSO reserves the right to inspect the Bidder's place of business and equipment prior to award of any contract, for determining ability to meet terms and conditions as set forth herein. Bidders shall have engaged in business in the Hillsborough County area for a period of not less than five (5) years.

5. 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.hcso.tampa.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.

6. SUBSTITUTION

The Vendor shall not substitute items for like items except in the case of an unforeseen event in shipping or manufacturing causing a shortage of said items. Such measures may only be enacted after verifying that it will be allowed by the HCSO. Any violation of such procedure will be considered cause for cancellation. All substitutes will be annotated as such on the shipping documents.

7. AWARD

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

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

Award or No Award notifications will be sent to all 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.

8. 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.

9. CONTRACT PERIOD

The Contract shall be effective for one (1) year from the date of award. This bid is solicited annually therefore renewals are not offered for this Contract.

10. ESCALATION/DE-ESCALATION

The HCSO will not allow an escalation/de-escalation provision in this bid. The pricing provided in the Bid Response (Part C) shall remain constant for the life of the Contract due to the annual solicitation of this bid.

11. 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 Comptroller. The change order will consist of a memo to the Comptroller

describing the justification for the change accompanied by the Vendor's written, fixed price quote for each change to be added. If approved by the Comptroller, the service description and price change will be added to the Contract and recorded on the original bid tabulation/price sheet.

12. CANCELTATION

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.

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 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 or materials within the time stipulated in this bid, unless extended in writing by the Office of the Comptroller, shall constitute contract default. Vendors who default on contracts may be removed from the HCSO Vendor List and determined ineligible for future contracts at the discretion of the Comptroller.

14. 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 items at the prices as contained in their Bid Response (Part C), for the remainder of the award period.

15. EMERGENCY

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

16. INVOICING AND PAYMENTS

The Vendor may invoice the HCSO for material(s)/items orders as shipped. The invoice shall show: HCSO purchase order number, shipping location, items shipped, quantity, stock number and unit price.

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

ACH and Purchasing Card payments are preferred and available upon request and authorization. Please inquire at accountspayable@hcsotampa.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 forty-five (45) calendar days from date of receipt of a properly approved application/invoice.

17. 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) 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 ITB. 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).

18. GOVERNMENTAL PURCHASING COUNCILS

All bids received shall be considered as bids to all members of the Hillsborough County and Tampa Bay Area Government Purchasing Councils. Said members may, at their discretion, utilize this bid as required, particularly those listed below:

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

PART C- BID RESPONSE

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

SUBJECT TO DEVIATIONS STATED BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE BIDDER ACCEPTS THE TERMS, CONDITIONS, PROVISIONS, MANDATES, AND OTHER CONDITIONS OF THE FOREGOING GENERAL TERMS AND CONDITIONS (PART A) AND THE 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 17 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) and Special Provisions (Part B) 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 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 commodity in accordance with the Bid Package, except as noted on attached Exceptions Form:

<u>Item Description</u>	<u>Price</u>	<u>UOM</u>
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A. Bulk 5W-30 Automotive Engine Oil (including delivery)	\$ _____	/gallon
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Brand Name _____

Item # _____

B. Bulk Transmission Fluid (including delivery)	\$ _____	/gallon
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Brand Name _____

Item # _____

C. Time for delivery after receipt of order (ARO) _____ business day(s).

3. VENDOR ORDER INSTRUCTIONS

Describe the preferred method of contact to place an order.

Name: _____

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

Email: _____

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

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

Respectfully submitted by,

Company Name: _____

Print Signer's Name Date

Signature of Company Officer Title

STATEMENT OF NO BID

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

HILLSBOROUGH COUNTY SHERIFF'S OFFICE
OFFICE OF THE COMPTROLLER
Email to: purchasing@hcsso.tampa.fl.us
Or Fax 813-242-1826

We, the undersigned, have declined to respond on Bid No. 11-16 for Automotive Engine Oil & Transmission Fluid Title 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

BID # 11-16

AUTOMOTIVE ENGINE OIL & TRANSMISSION FLUID

OPENING DATE/TIME:

May 9, 2016 @ 2:00 PM