

PURCHASING OFFICE
P.O. BOX 3371
PHONE 813-247-8050
FAX 813-247-0907

Cal Henderson, Sheriff

HILLSBOROUGH COUNTY
TAMPA, FLORIDA 33601

March 30, 2001

FISCAL DIVISION
2008 E. 8TH Avenue
Tampa, FL 33605

Senior Buyer
Gail Vance
(813) 247-8048

BID TITLE: AUTOMATIC TRANSMISSION REPAIRS

BID NUMBER: 02-01

INSTRUCTIONS TO BIDDERS

Included herein are General Terms and Provisions (Part A); the Special Conditions & Specifications (Part B); and the Bid Response (Part C), which together with all attachments, constitute the entire "Bid Package". Said package must be the basis upon which all bids are offered and the same (the entire 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 Provisions (Part A) and Bid Proposal (Part C). Any questions concerning this bid package 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. **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, FL 33605

VENDOR:

March 30, 2001

- INSERT COMPANY NAME AND ADDRESS HERE -

SUBJECT: Request for Bid Number 02-01

BID TITLE: AUTOMATIC TRANSMISSION REPAIRS

BID OPENING DATE & TIME: April 30, 2001 3:00pm

PRE-BID CONFERENCE DATE & TIME: April 16, 2001 10:00 am

**PLACE: Sheriff's Operation Center
Purchasing Office, Room 125
2008 E. 8Th Avenue
Tampa, FL 33605**

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

PART A - GENERAL TERMS AND PROVISIONS:

1. Bids: Must be contained in a SEALED envelope addressed to: Cal Henderson, Sheriff, 2008 E. 8th Avenue, Tampa, Florida 33605. **To prevent inadvertent opening, the bid package 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 in our Request for Bid, are not returned with your bid, and no specific reference is made to them in your bid, 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.

2. The responsibility for getting the bid to the Sheriff's Office 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 vendor unopened with the notation "This Bid Was Received After the Time Designated For the Receipt and Opening of Bids".
3. Time for Consideration: Bidder warrants by virtue of bidding the prices quoted in his bid will be good for an evaluation period of thirty (30) 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.**

4. Prices: All bids submitted must show the net bid price after any and all discounts allowable have been deducted. **Price(s) bid is/are to be F.O.B. Destination (DELIVERED).** State sales tax and federal excise taxes shall not be included as the Sheriff's Office is tax-exempt for materials sold directly to them. The Sheriff will issue exemption certificates to the successful bidder when requested. Bidders shall provide prices on unit cost per vehicle plus prices for Add and Delete Options.

The Bidder's attention is directed to the fact that the tax 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 Bidder's proposal as part of his materials cost, when applicable.

5. 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.
6. 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.
7. Claims: The successful bidder will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
8. 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 Sheriff's Office and such determination shall be final and binding upon all bidders.

9. 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 bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

10. Bid Submittal Costs: Submittal of a bid is solely at the cost of the bidder and the Sheriff's Office in no way is liable or obligates itself for any cost accrued to the bidder in coming up with the Bid Submittal.
11. No Bid: If the receipt of this request for quotation is not acknowledged, Bidder's name may be removed from the bidders' mailing list.
12. Compliance with Occupational Safety and Health Act: Bidder certifies that all material, equipment, etc., contained in his bid meets all O.S.H.A. requirements.
13. 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 judgement of the Sheriff is in the best interest of Hillsborough County.
14. Public Entity Crimes: Pursuant to Florida Statute 287.132 and 287.133, effective July 1, 1989, 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 Section 287.017, F.S., for Category Two (currently \$25,000) 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 Section 287.133 (3)(f), Florida Statute.

If you submit a bid or proposal in response to this request, you are certifying that Florida Statute 287.132 and 287.133 does not restrict your submission.

- 15. On-Line Documents: The Hillsborough County Sheriff's Office is publishing documents on it's web page for the convenience of vendors wanting to do business with the Sheriff and to save tax dollars. This service is public record and the Sheriff is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a bid.
- 16. It is important that vendor visit sites where services, if applicable, are to be provided to familiarize himself with the scope of the effort required.
- 17. Specifications are attached.

CAL HENDERSON, SHERIFF
HILLSBOROUGH COUNTY, FLORIDA

- Signature on File -

By _____
J. H. Shillady
Comptroller

- 18. General Terms and Provisions outlined above are acknowledged. Our Bid package is attached.

Date _____ Signed _____
Company Officer

Company Name

NOTE: THIS MUST BE RETURNED WITH YOUR BID AFTER COMPLETING PARAGRAPH 18. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED ON THE EXCEPTION PAGE IN YOUR BID RESPONSE.

PART B - SPECIAL CONDITIONS AND SPECIFICATIONS

1. IN GENERAL

The purpose of these specifications is to describe the requirements of the Hillsborough County Sheriff's Office for the replacement of automotive and light truck transmissions. Bids will be accepted for the purpose of rebuilt transmissions to be installed in County vehicles on an exchange basis.

2. PRE-BID CONFERENCE

All interested parties are invited to attend a pre-bid conference (see date on Page 1 of Part A). At this time the Sheriff's representative(s) will be available to answer questions about this Invitation to Bid. Any suggested modifications may be presented in writing or discussed with the Sheriff's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Invitation to Bid. Bidders are encouraged to review the bid specifications prior to attending this conference.

3. BID SUBMITTAL

All bids will be submitted in duplicate (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.

4. BID OPENING

At bid opening, only bidders names will be read; unit prices will not be read, but will be available when the bid summary sheet is prepared. The bid summary sheet will not be available until all tabulation have been reviewed, verified and an award has been approved or within ten (10) days after the opening date, whichever is earlier.

5. CONTRACT PERIOD

The contract shall be effective for a one (1) year period from the date of award. By written mutual consent between the Hillsborough County Sheriff's Office and the awardee, the contract may be extended for an additional year. Bid prices, terms and conditions shall remain firm during the contract period(s).

Quantities given represent the best estimate for use, and shall be the basis for award. Actual requirements may vary during the life of this contract, and the Sheriff's Office does not guarantee a minimum or maximum total purchase.

The requirements of the Sheriff's Office may exceed best estimates, and the successful bidder shall provide for such requirements, to the extent they are reasonable.

6. DELIVERY

Delivery is desired within four (4) business days after receipt of the order. Vehicle(s) shall be picked up by the Contractor at the Sheriff's Office Automotive Maintenance Warehouse, 2210 N. Falkenburg Rd., Tampa, FL, 33619. Freight shall be F. O. B. Destination. Our normal hours of operation are: 7:00 AM to 5:00 PM, Monday through Friday, except Holidays. Failure to provide services within the time stipulated may result in contract default.

7. DETAILED REQUIREMENTS

a) WARRANTY

All transmissions will be warranted by the Contractor for a one (1) year period, with unlimited milage from the date of the delivery to the Fleet Garage. If a failure develops during the warranty period the contractor is responsible for vehicle transportation, transmission repair replacements at no cost to the Sheriff's Office. Repairs/replacements are not to have a detrimental effect on the original transmission warranty.

b) VEHICLE /TRANSMISSION TURN-AROUND TIME

Time frames shall be within the guidelines listed below unless prior approval is given by the Fleet Manager, this procedure also applies to warranty claims:

Work or repairs requested prior to twelve noon (12:00) shall be picked-up by five p.m. (5:00 p.m.) the same day request is made and shall be completed within four (4) working days after receipt of the vehicle.

Work or repairs requested after twelve noon (12:00) shall be picked-up the following day prior to twelve noon (12:00) and shall be completed within four (4) working days after receipt of the vehicle.

c) TRANSMISSIONS

Bids will be accepted for the purpose of rebuilt transmissions to be installed in County vehicles on an exchange basis. Transmissions listed on the bid response pages are currently in the Sheriff's fleet, and shall be used as an example for the types of transmissions which may be exchanged or repaired during the course of the contract. Our fleet primarily consists of the following types of vehicles:

Chevrolet Caprice 89-90	GM - 200R4
Chevrolet Lumina 1993 to 1996	GM - 440-T4/4T60
Chevrolet Lumina 1998	GM - AT65E

Dodge Intrepid 1996 - 1997	Dodge - 42LE
Dodge Ext. Van 1993-96	Dodge - A518
Dodge Ext. Van 1994	Dodge - 46RE
Dodge Ext. Van 1997-1999	Dodge - 46RE

Ford Taurus 1993 to 1997	Ford - AXOD-E
Ford Crown Vic 1994	Ford - AODE
Ford Crown Vic 1999-2001	Ford - 4R70W

1. The Contractor shall calibrate and perform functional testing on each transmission and preform an operational check (drive test) on each transmission exchange. The Contractor shall install new filters and oil on all transmissions. Contractor shall test drive vehicle before returning it to verify completion.
2. In the event the Contractor is unable to exchange a transmission, the Contractor may utilize the core being turned in the Sheriff's Office and rebuild that transmission, provided the results meet or exceed the quality of the comparable exchanged transmission which would have been provided.

Transmission to be provided at the same price, turn-around period, warranty and other terms as set forth in this document. In all cases, authorization shall be given by the Fleet Manager or his designated representative, prior to rebuilding transmission.

3. For bid purposes the torque convertor is considered to be an internal transmission component, not an appurtenance. The torque convertor shall be replaced at the time of transmission replacement. The pressure flushing of torque convertors **is not** acceptable. Transmission cooling system (lines containing transmission fluid) will be completely flushed as a regular part of the transmission installation.

The scope of the contract is limited to transmission, torque convertors and miscellaneous electro-mechanical devices mounted directly on the transmission, such as servos, solenoids, and actuators. Any repairs, service or diagnostic charges for peripheral mechanical or electrical subsystems require prior Fleet Manager's approval. Pricing should be based on the most current edition of the Chilton, Mitchell or Motor manual, Parts and Time Guide, Professional Service Trade Edition for Cars and Light Trucks. Sheriff's office manager has the final option to accept estimate or decline. Contractor may be required to furnish a copy of the price book used, upon request by the Fleet Manager.

4. All transmissions prices for exchange, rebuilds, core charges and labor rates shall remain firm during the course of the contract(s).
5. Activity Reports: the Contractor shall be required to provide a itemized report listing any business activity, every other month. The report will be sent to the Purchasing Office Attention: Jane Merriam. The report should indicate the date, quantity, description of transmission by model number, year make and model of vehicle, price and purchase order number. Any questions call Jane at 247-8049.

d) TOOLS/EQUIPMENT

Contractor shall have adequate tools, gauges, equipment and measuring devices to thoroughly test and functionally check each transmission prior to returning the vehicle to the Fleet Garage. All equipment necessary to perform work under this contract which requires certification with the State of Florida, shall be current.

e) VEHICLE SECURITY

All Sheriff's Office vehicles will be kept in as secure place while in the contractors place of business. The vehicle keys will be removed from the vehicle and kept in a secure locked place. The vehicle shall be locked while not being worked on. Contractor shall be responsible for returning the vehicle in the same condition as it was received, pertaining to interior and exterior conditions.

The Contractor shall only drive the vehicles during normal working hours for purpose of pickup, delivery and test driving. A maximum of twenty-five (25) miles may be allowed. Additional milage must be approved by the Fleet Manager. Pickup and delivery odometer readings must be entered on the service ticket.

At all times Contractor will be required to cover up the emergency response lights while operating the vehicle. Cover(s) will be provided by the Fleet garage.

The extent provided by the law, the Contractor shall be accountable and liable for damage or loss to any or all personal property in the vehicle(s) and for all vehicle accessories.

8. VENDOR QUALIFICATIONS

Vendors 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. Vendor facility must be of sufficient size. The work area must include one or more inside working stalls, fully equipped with lifts, jacks, lights, and all necessary peripheral equipment to perform the required work, the Sheriff's Office being the final judge as to the adequacy. Vendor shall provide proof of training certificates acquired by contractors and its employees, showing the quality level of their experience and training in the automotive transmission repair business.

The Hillsborough County Sheriff's Office reserves the right to inspect the vendor's place of business and equipment prior to award of any contract, for determining ability to meet terms and conditions as set forth herein. Vendors shall have engaged in business in the Hillsborough County area for a period of not less than three (3) years, and shall provide references in the bid response.

9. EQUIPMENT DEMONSTRATION

The Sheriff's Office reserves the right to require a demonstration of materials or equipment as proposed. Each bidder shall be prepared to schedule a demonstration of the type material or equipment proposed at the time and location mutually agreeable to the bidder and the Senior Buyer. The location shall be within a reasonable traveling distance from the Sheriff's Fleet Garage, and the Sheriff's Office will be responsible for its employees travel arrangements for employees attending the demonstration.

10. AWARD

Award will be made to the overall lowest responsible and responsive bidder meeting specifications, price and other factors considered. Bidders are instructed to submit a price on ALL ITEMS WITHIN the bid package. Failure to do so may result in rejection of the entire bid package. Upon award of the contract, the successful bidder will be issued a annual Blanket Purchase Order for the user department to place orders against on a "as needed basis".

In the event two (2) or more vendors have submitted the lowest and best bids, preference may be given in the award in the following order. First, to the vendor who has his/her principal place of business in Hillsborough County; second, to the vendor who has a place of business in Hillsborough County; and, third, if the vendors 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.

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 judgement of the Sheriff is in the best interest of Hillsborough County.

Award notification will be sent to vendors receiving a bid award. Bid results will be available at our web site <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 Office at (813) 247-8034.

11. OMISSION FROM THE SPECIFICATIONS

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of the first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

12. ADDITION/DELETION

The Hillsborough County Sheriff's Office 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 County. When adding items, the contractor shall provide a fixed price for each item, for the Sheriff's Fiscal Office review. The Sheriff's Office has the sole option to consider adding or deleting any item from the contract. Any additions will be included into the contract for the remainder of the contract term.

13. BRAND NAMES

Brand names, when furnished, are for reference purposes and to establish a standard of quality. Vendors may bid on those brands or approved equals. The evaluation of bids and the determination as to equality of products offered shall be the sole and final responsibility of the Hillsborough County Sheriff's Office and will be based on information and/or samples furnished by the bidder.

14. DEFAULT

The contract may be cancelled or annulled by the Hillsborough County Sheriff's Fiscal Director in whole or in part by written notice of default to the awardee upon nonperformance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified maybe purchased on the open market similar to those so terminated. Failure of the contractor to deliver materials or services within the time stipulated in these specifications, unless extended in writing by the Fiscal Director, shall constitute contract default. Vendors who default on contracts may be removed from the vendor mailing lists for future contracts at the discretion of the Fiscal Director.

15. NEXT LOW BIDDER

In the event of a default by the awarded vendor, the Hillsborough County Sheriff's Office reserves the right to utilize the next low bidder as the new awardee. In the event of this occurrence, the next low bidder shall be required to provide the bid items at the prices as contained on their proposal for this specification for the remainder of the award period.

16. CANCELLATION

When deemed to be in the best interest of the Hillsborough County Sheriff's Office, any award(s) resulting from this specification may be cancelled by the following means:

- a. Ten (10) days written notice with cause, or;
- b. Thirty (30) days written notice without cause.

17. SUBSTITUTION

The awardee(s) shall not substitute items for like items unless there has occurred some mishap causing a shortage of said items. Such measures may only be enacted after verifying that it will be allowed by the Hillsborough County Sheriff. Any violation of such procedure will be considered cause for cancellation. All substitutes or modifications to the specifications shall be submitted for approval by a written CHANGE ORDER.

18. INVOICING AND PAYMENTS

Vendors may invoice the Hillsborough County Sheriff's Office for material(s) orders as shipped. The invoice shall show: **Shipping location, Purchase Order Number, Price, Date, Description of repairs by brand name & type.**

Timely payment of invoices is incumbent upon the Hillsborough County Sheriff's Office and in most cases payment should not exceed forty-five (45) calendar days from date of final acceptance by the Fleet Manager. Invoices should be mailed to:

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

A properly executed invoice, with supporting documents, must be approved by the Hillsborough County Sheriff's appointed personnel and forwarded to the Fiscal Division.

19. EMERGENCY

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

20. GOVERNMENT PURCHASING COUNCILS

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, at their discretion, may utilize this bid. All agencies will issue their own purchase orders, issue payments, coordinate the delivery locations and quantities with the successful bidder as required, particularly those listed below:

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 Hillsborough County Aviation Authority - Hillsborough County School Board - City of Plant City - Tampa Port Authority - City of Tampa - Tax Collector - Property Appraiser - Supervisor of Elections - City of Tampa Housing Authority - The Children's Board of Hillsborough County.

Quantities provided are estimates only, and not binding upon the Hillsborough County Sheriff or any of the entities listed above. Quantities given are those of the Sheriff's Office only.

21. EVALUATION OF BIDS

Bids received which are higher than current Tampa Bay Governmental Purchasing Council bids/quotes available to the Sheriff's Office, may not be considered for award. Bids which are equal will be determined by a "Tie Breaker" method to make an award. A "Bid Tabulation" will be mailed to all bidders after evaluation and an award has been made.

22. CONTRACTUAL OBLIGATIONS

The successful Bidder may not sublet or subcontract any the contractual obligations concerning this bid matter between the Sheriff's Office and the Bidder. This statement does not prohibit subcontracting of non-factory

installed equipment (where applicable within the specifications), but does prohibit subcontracting overall management obligations pertaining to the work or equipment and requires the Bidder to retain ultimate liability for all contractual obligations.

23. INSURANCE REQUIREMENTS/CERTIFICATE OF INSURANCE

The Awardee shall not commence any work in connection with this Contract until he has obtained all the following types of insurance and such insurance has been approved by the Hillsborough County Sheriff's Office, nor shall the Awardee allow any Sub-Contractor to commence work on his sub-contract until all similar insurance required of the Sub-Contractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

Worker's Compensation Insurance

The Awardee shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of his employees connected with the work of this project and, in case any work is sublet, the Awardee shall require the Sub-Contractor similarly to provide Worker's Compensation Insurance for all the Latter's employees unless such employees are covered by the protection afforded by the Awardee. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Awardee

shall provide, and cause each Sub-Contractor to provide adequate insurance, satisfactory to the Hillsborough County Sheriff's Office, for the protection of his employees not otherwise protected.

Employer's Liability: \$100,000.00 Limit each Accident

\$500,000.00 Limit each Aggregate

\$100,000.00 Limit Disease each employee

Commercial General Liability Insurance - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Service office with limits of not less than those listed below and must include:

General Aggregate:	\$300,000.00
Products & Completed Operations:	\$300,000.00
Personal & Advertising Injury:	\$300,000.00
Each Occurrence:	\$300,000.00
Specific Contract Aggregate Limits:	Same as above

Automobile Liability Insurance - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Service office with limits of not less than those listed below and must include:

- a. \$300,000.00 combined single limits each accident, for bodily injury and property damage limits
- b. Owned vehicles
- c. Hired and non-hired vehicles

- d. Employer non-ownership
- e. Garage Keepers Liability

Certificate of Insurance and Copies of Policies - Certificates of Insurance shall be furnished to the Hillsborough County Sheriff's Office evidencing the insurance coverage specified in the previous paragraphs and on request of the Sheriff certified copies of the policies required shall be filed with the Purchasing Office. The required certificates shall list the Sheriff's office as additional insured, for the operations of the Contractor under this contract (excluding worker's compensation) and shall name the types of policies provided and shall refer specifically to this Contract.

If the initial insurance expires prior to the completion of the Contract, or any resulting contracts, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration. The required limits for insurance may be achieved through a combination of primary and umbrella policies.

These policies will provide that: the insurer(s) waive their right of subrogation against the Hillsborough County Sheriff's Office, their officials, employees, agents and consultants.

Cancellation- Should any of the above described policies be cancelled or non-renewed before the stated expiration date thereof, insurer will not cancel same until at least forty-five (45) days prior written notice has been given to the below named certificate holder. This prior notice provision is a part of each of the above described policies.

24. APPROPRIATIONS OF FUNDS

The Hillsborough County Sheriff, 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 Hillsborough County Sheriff's Office 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

25. EXCEPTIONS TO BID

All bid submittals must clearly state with specific detail all deviations to the requirements imposed upon the Vendor by the General Terms and Provisions (Part A), the Special Conditions & Specifications (Part B) and the Bid Response (Part C). Such deviations should be stated upon the Bid Response (Part C) or appended thereto. Vendors are hereby advised that the Hillsborough County Sheriff will only consider bids 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 will be subject to rejection by the Hillsborough County Sheriff in recognition of the fact that said bid does not meet the exact requirements imposed upon the Vendor by the General Terms and Provisions (Part A), the Special Conditions & Specifications (Part B) and the Bid Response, (Part C).

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

SUBJECT TO DEVIATIONS STATED BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE OFFERER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE FOREGOING GENERAL TERMS AND CONDITIONS (PART A) AND THE SPECIAL CONDITIONS & SPECIFICATIONS (PART B), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID OFFERER MAKES THIS PROPOSAL.

* * * USE BLACK INK ONLY * * *

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS

PROPOSAL TO BE CONSIDERED BY THE HILLSBOROUGH

COUNTY SHERIFF'S OFFICE

EXCEPTIONS TO PROPOSAL: NOTES - ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS PROPOSAL TO BE REJECTED BY THE HILLSBOROUGH COUNTY SHERIFF'S OFFICE. **ALL OFFERERS SHOULD CAREFULLY READ PARAGRAPH 25 OF THE SPECIAL PROVISIONS (PART B).**

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

2. PROPOSAL RESPONSE AUTOMATIC TRANSMISSION REPAIR

BID 02-01

V
E
N - INSERT COMPANY NAME AND ADDRESS HERE -
D
O
R

The undersigned has carefully examined the proposal package and all conditions affecting the cost of the service required by the Hillsborough County Sheriff's Office.

We hereby propose to furnish the below described service in accordance with the proposal package, except as noted on attached Exceptions Form:

SECTION A - TRANSMISSIONS

<u>ITEM NO.</u>	<u>EST QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
A01	3 ea.	GM - 200R4	\$ _____	\$ _____
A02	6 ea.	GM - 440-T4/4T60	\$ _____	\$ _____
A03	2 ea.	GM - AT65E	\$ _____	\$ _____
A04	4 ea.	FORD - AODE	\$ _____	\$ _____
A05	50 ea.	FORD - AXOD-E	\$ _____	\$ _____
A06	2 ea.	DODGE - A518	\$ _____	\$ _____
A07	6 ea.	DODGE - 46RE	\$ _____	\$ _____
A08	5 ea.	DODGE - 42LE	\$ _____	\$ _____
A09	7 ea.	FORD - 46RE	\$ _____	\$ _____

TOTAL BID PRICE SECTION A: \$ _____

SECTION B - CORE CHARGES (ADDED TO EXCHANGE BASIC PRICE, WHERE APPLICABLE):

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
B01	GM - 200R4	\$ _____	\$ _____
B02	GM - 440-T4/4T60	\$ _____	\$ _____
B03	GM - AT65E	\$ _____	\$ _____
B04	FORD - AODE	\$ _____	\$ _____
B05	FORD - AXOD-E	\$ _____	\$ _____
B06	DODGE - A518	\$ _____	\$ _____
B07	DODGE - 46RE	\$ _____	\$ _____
B08	DODGE - 42LE	\$ _____	\$ _____

TOTAL BID PRICE SECTION B: \$ _____

OVERALL TOTAL AGGREGATE BID PRICE SECTION A & B: \$ _____

SECTION C - FIXED HOURLY RATE PRICE

Provide a "fixed hourly rate" to repair transmissions when price estimates are required:

FIXED HOURLY RATE PRICE \$ _____

Pick-up and Delivery schedule, if different than specified:

Warranty Period, if different than specified:

Warranty Location: _____

Contact person: _____

Phone numbers: _____ **fax:** _____

BID TITLE: AUTOMOTIVE TRANSMISSION REPAIRS

BID NO.02-01

VENDOR:

Check One: () Proprietorship
() Partnership
() Corporation

- INSERT COMPANY NAME AND ADDRESS HERE -

FEDERAL I.D. # _____

WAREHOUSE ADDRESS IF DIFFERENT FROM ABOVE:

TELEPHONE NUMBER FOR PLACING ORDERS: (_____) _____

CONTACT PERSON: _____ Fax: (_____) _____

OUR COMPANY HAS BEEN IN BUSINESS UNDER ITS PRESENT NAME SINCE: _____

At this present time we understand all requirements and state that as a serious bidder we will comply with all the stipulations included in the bid package.

The above named Bidder affirms and declares:

1. that the Bidder is of lawful age and that no other person, firm or corporation has any interest in this proposal or in the contract proposed to be entered into;
2. that this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud;
3. 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;
4. 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.
5. The undersigned understands that this Bid Proposal **must be signed** in ink and that the **unsigned** Bid Proposal will be considered incomplete and subject to rejection by the Hillsborough County Sheriff's Office.

The undersigned agrees, also, that this bid shall remain open for an evaluation period for thirty (30) calendar days following the opening of bids.

Respectfully submitted,

PLEASE PRINT - By _____
Title _____
Date _____
Phone _____
Signature _____

STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form immediately to:

HILLSBOROUGH COUNTY SHERIFF
FISCAL DIVISION
P.O. BOX 3371
TAMPA, FL 33601

We, the undersigned, have declined to bid on your Bid No. 02-01 for Automatic Transmission 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 _____

COMPANY OFFICER _____

TELEPHONE NUMBER _____

DATE _____

SIGNATURE _____