



Cal Henderson, Sheriff

HILLSBOROUGH COUNTY
TAMPA, FLORIDA 33601

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

December 16, 1999

FISCAL BUREAU
2008 E. 8th Avenue
Tampa, FL 33605

Susan Ferlita, Senior Buyer
(813) 247-8048

BID TITLE: Vicon CCTV Replacement Parts

BID NUMBER: 7-00

INSTRUCTIONS TO BIDDERS

Included herein are General Terms and Provisions (Part A); the Special Provisions (Part B); and the Bid Response (Part C), which together with all attachments, constitute the entire "Bid Package". Said bid package must be the basis upon which all bids are offered and the same (the entire bid package) must be kept together and returned, intact, by the time and at the place herein specified. The bidder must manually sign the General Terms and Provisions (Part A) and Bid Response (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 the Bidder's agreement to the terms therein. The signature on the Bid Package must be signed by 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, FL 33605

December 16, 1999

VENDOR:

**Enter company name
& address here**

SUBJECT: Request for Bid Number 7-00

BID TITLE: Vicon CCTV Replacement Parts

OPENING DATE & TIME: January 6, 2000 at 3:30 PM

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) 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. On-Line Documents: The Hillsborough County Sheriff's Office is publishing documents on its 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.

4. 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.
5. 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. The Sheriff will issue exemption certificates to the successful bidder when requested.

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.
6. Bid Errors: When errors are found in the extension of bid prices, the unit price will govern. Bids having erasures or corrections must be initialed in ink by the bidder.
7. Condition of Materials & Packaging: Unless otherwise indicated, it is understood and agreed that any item offered or shipped on this bid shall be NEW and in FIRST CLASS CONDITION, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging for the items shipped.
8. Claims: The successful bidder will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
9. When to Make Delivery: Deliveries resulting from this bid are to be made during the normal working hours of the Sheriff's Office. 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 Sheriff's Office and such determination shall be final and binding upon all bidders.
11. Information and Descriptive Literature: Bidder must furnish all information requested in the bid. If specified, each bidder must submit cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with previous bid 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 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.
13. No Bid: If the receipt of this request for quotation is not acknowledged, Bidder's name may be removed from the bidders' mailing list.
14. Compliance with Occupational Safety and Health Act: Bidder certifies that all material, equipment, etc., contained in his bid meets all OSHA requirements.
15. 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 \$10,000) 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.

- 16. 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.
- 17. 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.
- 18. Specifications are attached.

CAL HENDERSON, SHERIFF
HILLSBOROUGH COUNTY, FLORIDA

- Signature on File -

By _____
J.H. Shillady
Comptroller

- 19. General Terms and Provisions outlined above are acknowledged. Our bid is attached.

Date _____

Signed _____
Company Officer

Company Name

NOTE: THIS MUST BE RETURNED WITH YOUR BID AFTER COMPLETING PARAGRAPH 19. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED ON THE SPECIFICATION PAGE OR IN YOUR BID RESPONSE.

PART B - SPECIAL PROVISIONS

1. IN GENERAL

The purpose of these specifications is to describe the requirements of the Hillsborough County Sheriff's Office for a purchase agreement for replacement stock of installed Vicon CCTV equipment. The estimated value of this contract is \$30,000.00.

2. SCOPE

The requirements of this bid includes furnishing and delivering the product as specified herein on an as need basis to our delivery location as noted below:

Orient Road Jail
Facilities Maintenance
1201 Orient Road
Tampa, FL 33619

Additional shipping locations may be required during the life of this contract. The awardee shall be prepared to handle this aspect of the contract with no additional charges to the Sheriff's Office.

3. WAREHOUSE REQUIREMENTS

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

Any back-ordered materials shall be made available within a reasonable length of time after the date of the initial order. The buyer shall be notified of all back orders. Back orders shall be approved prior to completing the balance of the order. If the back order cannot be filled within a mutually agreeable length of time, then the Hillsborough County Sheriff's Fiscal Division must be notified, in writing, thus permitting them to obtain the required materials from the best available source and/or exercise its options as stated herein.

4. BRAND NAMES

Brand names, when furnished, are for reference purposes and to establish a standard of quality. We are requesting no substitution on this product due to compatibility and replacement of existing equipment.

5. ESTIMATED QUANTITIES

Estimated quantities are furnished as a guide for preparing the bid and should not be construed as representing actual quantities to be purchased under this bid.

6. CONTRACT PERIOD

The contract shall be effective for two (2) years from the date of award. By written mutual consent between the Hillsborough County Sheriff's Office and the awardee, the contract may be extended on an annual basis for up to two (2) additional years.

7. ESCALATION/DE-ESCALATION

The Hillsborough County Sheriff's Office will allow an escalation/de-escalation provision in this bid.

The escalation/de-escalation will be allowed provided the awardee(s) notify the Hillsborough County Sheriff's Fiscal Bureau of the pending increase/decrease a minimum of thirty (30) calendar days prior to the effective date of the increase/decrease. Said notification shall consist of manufacturers proof of increase and shall include a revised price list from Vicon. Failure to comply with these instructions shall be grounds for disallowance of the escalation/de-escalation clause as stated herein.

8. AWARD

Award shall be made to the lowest responsive and responsible bidder offering a product deemed suitable for use by the Hillsborough County Sheriff's Office.

Award shall be made on an ALL-OR-NONE TOTAL OFFER 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.

9. DEFAULT

The contract may be canceled or annulled by the Hillsborough County Sheriff's Comptroller in whole or in part by written notice of default to the awardee upon non-performance or violation of contract terms. An award may be made to the next low responsive & responsible bidder, or articles specified may be 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 contract may be removed from the vendor mailing lists for future contracts at the discretion of the Comptroller.

10. CANCELLATION

When deemed to be in the best interest of the Hillsborough County Sheriff's Office, any contract(s) resulting from this specification 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 agreement/contract without cause, all services and/or materials provided through the date of receipt of written notice of cancellation may be invoiced to the Hillsborough

County Sheriff's Office and will be considered for payment providing documentation of said expenses are forwarded with the request for payment.

11. 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 responsive and responsible bidder as the new awardee. In the event of this occurrence, the next low responsive and responsible bidder shall be required to provide the bid items at the prices as contained on their proposal for this specification for the remainder on the award period.

12. 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 will be annotated as such on the shipping documents.

13. 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.

14. INVOICING AND PAYMENTS

Vendors may invoice the Hillsborough County Sheriff's Office for material(s) orders as shipped.

The invoice shall show: Shipping location; Items shipped, quantity and stock number.

Always show purchase order number on invoices.

Payment shall be made in accordance with Section 215.422. F.S., which states the contractor's rights and the Sheriff's Office responsibilities concerning interest penalties and time limits for payment of invoices.

Invoices should be mailed to: Hillsborough County Sheriff
Attention: Fiscal Bureau
P.O. Box 3371
Tampa, FL 33601

15. WARRANTIES/GUARANTEES

It shall be the Awardee's responsibility to submit, at the time of shipment, the original manufacturer's warranty of the material(s) supplied. VENDORS SHALL submit, in writing, a detailed explanation of the procedure(s) they will follow to accomplish the replacement, WITH THEIR BID. Replacement shall be finalized within two (2) weeks of reporting of the defect.

The material(s) shall be guaranteed to be free of defect of composition, conception and workmanship for a period of no less than two (2) years from the date of acceptance, or as otherwise specified by manufacturer. Any parts or portion found not in accordance with this specification will be rejected and returned to the awardee at the their expense for immediate replacement.

16. EXCEPTIONS TO BID

All bid submittals must clearly state with specific detail all deviations to the requirements imposed upon the Bidder by the General Terms and Provisions (Part A) and Special Provisions (Part B). Such deviations should be stated upon the Bid Proposal (Part C) or appended thereto. Bidders are hereby advised that the Hillsborough County Sheriff will only consider bid proposals that meet the specifications and other requirements imposed upon them by this bid package. In instances, where an exception is stated upon the Bid Proposal (Part C), said bid proposal will be subject to rejection by the Hillsborough County Sheriff in recognition of the fact that said bid proposal does not meet the exact requirements imposed upon the Bidder by the General Terms and Provisions (Part A) and the Special Provisions (Part B).

17. 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.

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**Enter company name
& address here**

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

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 cancellation of award.

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

1. PROVIDE FIRM DISCOUNT OFF VICON'S 2000 (or most recent publication) PRICE LIST.
PRICING WILL BE EXTENDED FOR ONE (1) YEAR FROM DATE OF AWARD AT A DISCOUNT
OF _____%
2. MINIMUM ORDER REQUIREMENTS FOR THE DISCOUNT SHOWN ABOVE IS _____

3. ADDITIONAL DISCOUNTS WILL BE AVAILABLE AT _____

ESTIMATED TIME FOR EACH SHIPMENT WILL BE _____ CALENDAR DAYS AFTER RECEIPT OF ORDER.

BID TITLE: Vicon CCTV Replacement Parts

BID NUMBER: 7-00

3. VENDOR:

Check One: () Proprietorship

**Enter company name
& address here**

() Partnership

() Corporation

FEDERAL I.D. NO.: _____

WAREHOUSE ADDRESS IF DIFFERENT FROM ABOVE: _____

TELEPHONE NUMBER FOR PLACING ORDERS: (_____) _____

FAX NUMBER FOR PLACING ORDERS: (_____) _____

CONTACT PERSON: _____

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 proposer we will comply with all the stipulations included in the bid package.

The above named Vendor affirms and declares:

1. that the Vendor is of lawful age and that no other person, firm or corporation has any interest in this bid or in the contract offered to be entered into;
2. that this bid 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 Vendor 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 bid; 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 thirty (30) days following the opening of bids.

Respectfully submitted,

PLEASE PRINT

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By _____

Title _____

Date _____

Signature _____

