



P.O.Box 3371
Phone (813) 247-8000

Cal Henderson, Sheriff

*Hillsborough County
Tampa, Florida 33601*

March 11, 1999

FISCAL DIVISION
2008 EAST 8TH AVENUE
TAMPA, FLORIDA 33605

BUYER: June Rosamond
(813) 247-8029

BID TITLE: CARBONLESS FORMS PRINTING CONTRACT

BID NUMBER: 19-99

INSTRUCTIONS TO BIDDERS

Included herein are General Terms and Provisions (Part A); the Special Provisions (Part B); and the Bid Proposal (Part C), which together with all attachments, constitute the entire "Bid Package". Said bid package must be the basis upon which all bid proposals 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 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.**

NOTE: For your convenience a self-addressed mailing label is provided with this bid package. PLEASE USE THIS LABEL WHEN RETURNING THE BID.

HILLSBOROUGH COUNTY SHERIFF'S OFFICE

2008 E 8th Avenue
Tampa, Florida 33605

VENDOR:

SUBJECT: Request for Bid Number: 19-99

BID TITLE: Carbonless Forms Printing Contract

OPENING DATE & TIME: April 1, 1999 at 3:00 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 self addressed mailing label provided with this bid package must be 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 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.

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 for materials sold directly to them. The Sheriff will issue exemption certificates to the successful bidder when requested.

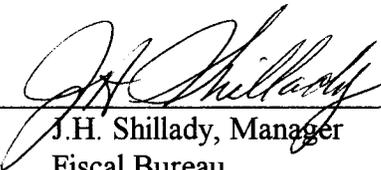
The Bidder's attention is directed to the fact that the tax laws of the State of Florida, including but not limited to Chapter 212, Florida Statutes, apply to this bid matter and that all applicable taxes and fees shall be deemed to have been included in the Bidder's proposal as part of his materials 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 O.S.H.A. requirements.

15. Public Entity Crimes: Pursuant to Florida Statute 287-132-133, effective July 1, 1989, the Hillsborough County Sheriff, as a public entity, may not accept any bid 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), F.S.

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. Specificaitons are attached.

CAL HENDERSON, SHERIFF
HILLSBOROUGH COUNTY, FLORIDA

By 

J.H. Shillady, Manager
Fiscal Bureau

18. 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 18. 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 annual requirements of the Hillsborough County Sheriff's Office for printing - carbonless forms. The estimated annual expenditure of this award will be \$17,000 / \$23,000. This is an annual contract requirement. Forms are ordered on an as-need-basis throughout the year.

2. SCOPE

The requirements of this bid include furnishing and delivering the commodities as specified herein to our delivery locations as noted below:

All forms required under this bid will consist of printing 8-1/2" x 11" NCR form sets, black ink, front printing only, all copies print alike, no marginal printing, no serial numbering. Forms may be either glued or stubbed at top. Sets vary from 2 part to 5 part. See Attachment A for a description of current forms.

Estimated quantities are furnished as a guide for preparing the quote and should not be construed as representing actual quantities to be purchased under this bid. Industry standard 10% + or - overruns are allowed.

No art work is available, typesetting will be required if you cannot shoot acceptable copy from existing forms. If you do typesetting and you do not indicate a graphics charge prior to accepting job, you must receive written permission from the buyer prior to providing service.

Minimum orders will be no less than 2500 sets of each form requested.

Sample forms are available for inspection, upon request, at the Fiscal Division Office, first floor, 2008 E 8th Avenue, Tampa, Florida. Office hours are Monday through Friday, 8:15 a.m. to 4:45 p.m. Contact the buyer, June Rosamond, whose name appears on the Bid Cover Sheet, for an appointment.

3. DELIVERY

Delivery shall be made to: Hillsborough County Sheriff's Office
Orient Road Jail Warehouse
1201 Orient Road
Tampa, FL 33619

Material(s) ordered shall be delivered within thirty (30) calendar days After the Receipt of the Order (ARO). Failure to do same shall be considered breach of contract or default and the Hillsborough County Sheriff's Office shall utilize its options as stated herein.

Any back-ordered materials shall be made available within fifteen (15) days of the time of back-order (Original date of receipt). If the back-order cannot be filled within the time frame of this requirement, then the Hillsborough County Sheriff's Fiscal Division is to be notified, in writing, thus permitting the Hillsborough County Sheriff's Office to obtain the required materials and/or exercise its options as stated herein.

4. 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. See Attachment A for a list of current forms.

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.

5. 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.

6. 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.

7. CONTRACT PERIOD

The contract shall be effective for one (1) year 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 annual basis for up to two (2) additional years.

8. APPROPRIATION 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.

9. 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 Division of the pending increase/decrease a minimum of thirty (30) days prior to the end of each one (1) year period for which the bid was awarded. Said notification shall consist of manufacturers 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.

10. DEFAULT

The contract may be canceled or annulled by the Hillsborough County Sheriff's Fiscal Manager 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 Manager, 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 Manager.

11. 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.

12. 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 & responsible bidder as the new awardee. In the event of this occurrence, the next low responsive & responsible 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.

13. 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.

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.

14. GOVERNMENT PURCHASING COUNCIL

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

Hillsborough Transit Authority
Hillsborough County Purchasing
City of Temple Terrace
Tampa Sports Authority
Hillsborough Community College
State Attorney's Office
Clerk of Circuit Court
Hillsborough Aviation Authority
Hillsborough County School Board
City of Plant City
Tampa Port Authority
City of Tampa
Tax Collector & Auto Tags

Usage figures, when inserted, are estimates as provided by these entities, and are in addition to figures given in the following response pages. Figures are estimates only, and not binding upon the Hillsborough County Sheriff or any of the agencies listed above.

15. INVOICING AND PAYMENTS

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

The invoice shall show: Shipping location; Items shipped and quantity.
Always show purchase order number on invoices.

Timely payment of invoices is incumbent upon the Hillsborough County Sheriff's Office and in no case shall payment exceed forty-five (45) calendar days from date of receipt of an invoice.

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

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).

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Tampa Sports Authority
Hillsborough Community College
State Attorney's Office
Clerk of Circuit Court
Hillsborough Aviation Authority
Hillsborough County School Board
City of Plant City
Tampa Port Authority
City of Tampa
Tax Collector & Auto Tags

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

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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 IN QUANTITY OF 2500-4999	#2 IN QUANTITY OF 5000-9999	#3 IN QUANTITY OF 10000-19999
2 Part NCR Forms	\$_____ /M	\$_____ /M	\$_____ /M
3 Part NCR Forms	\$_____ /M	\$_____ /M	\$_____ /M
4 Part NCR Forms	\$_____ /M	\$_____ /M	\$_____ /M
5 Part NCR Forms	\$_____ /M	\$_____ /M	\$_____ /M
Additional Discount on Column 3 for 20-29999	_____ %		
	30-39999 _____ %		

Additional Charges for graphic services, when required:

Additional Charges for Serial Numbering crash imprinting:

Additional Charges for Marginal Printing:

Additional Charge for Back Printing (per M):

Additional Charge for RUSH Orders:

Forms Provided would be glued at top stubbed at top

3. VENDOR:

Check One: () Proprietorship

() 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 - By _____

Title _____

Date _____

Signature _____

