



Invitation to Bid No. 25-16
Dauntless I Twin Engine Rebuild

October 12, 2016

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



Dave Janney
(813) 247-8053
djanney@hcsso.tampa.fl.us

INSTRUCTIONS TO BIDDERS

Included herein are General Terms and Conditions (Part A), Special Provisions (Part B), Technical Specifications (Part C), and Bid Response (Part D), which together with all attachments, constitute the entire "Bid Package". Said Bid Package must be the basis upon which all bids are offered and 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 Conditions (Part A) and Bid Response (Part D). 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, CLEARLY MARK THE PACKAGE AS A BID DOCUMENT ON THE OUTSIDE OF THE ENVELOPE OR BOX. INCLUDE THE BID NUMBER AND THE DATE AND TIME OF THE BID OPENING.

LETTER OF INTENT

REQUEST FOR BID No. 25-16

The undersigned acknowledges the General Terms and Conditions of the Invitation to Bid (ITB) and intends to respond to the bid for the Hillsborough County Sheriff's Office (HCSO). We understand that any amendments, clarification and addenda to the bid will be promptly communicated to the individual authorized below to receive this information.

COMPANY NAME

COMPANY ADDRESS

PRIMARY CONTACT NAME/TITLE

EMAIL ADDRESS

TELEPHONE NUMBER

FAX NUMBER

SIGNATURE

DATE

THE FOLLOWING REPRESENTATIVE(S) ** WILL BE ATTENDING THE
NON-MANDATORY PRE-BID EQUIPMENT INSPECTION

**

Print Name

Email Address

**

Print Name

Email Address

**

Print Name

Email Address

**NOTE: THIS FORM SHOULD BE SENT IMMEDIATELY TO THE BUYER LISTED ON THE FRONT OF THIS DOCUMENT AT FAX NUMBER (813) 242-1826 or purchasing@hcsso.tampa.fl.us

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

VENDOR NAME: _____

SUBJECT: INVITATION TO BID 25-16

BID TITLE: Dauntless I Twin Engine Rebuild

OPENING DATE & TIME: 10/28/2016 3:00 pm. EDT

PLACE: Malcolm E. Beard Sheriff's Operation Center
Financial Services Division, Purchasing Section
2008 E. 8th Avenue, Room 125
Tampa, Florida 33605

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

NON-MANDATORY EQUIPMENT INSPECTION OPPORTUNITY: 10/19/2016 10:00 AM

PLACE: HCSO Marine Unit
1597 Lehman Avenue
Tampa, Florida 33605
Ph: 813-247-5592

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 package must be marked as a BID DOCUMENT on the OUTSIDE of the envelope or box. Include the Bid number and the date and time of the Bid opening.

If our specifications, when included, are not returned with your Bid, and no specific reference is made to them in your Bid Response (Part D), it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, Vendor's or manufacturer's specifications which accompany the Bid Response (Part D), contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your Bid Response (Part D).

2. Bid Delivery: The responsibility for getting the Bid to the Hillsborough County Sheriff's Office (HCSO) on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The HCSO will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Bidder shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Bids will not be accepted after the time specified for receipt. Such bids shall be returned to the Bidder unopened with the notation "This bid was received after the time designated for the receipt and opening of bids".
3. On-Line Documents: The HCSO is publishing documents on its website <http://www.hcso.tampa.fl.us> for the convenience of Vendors wanting to do business with the HCSO and to save tax dollars. This service is public record and the HCSO is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a bid.

4. Time for Consideration: Bidders warrant by virtue of bidding the prices quoted in their response will be good for an evaluation period of 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 for materials sold directly to them. 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 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 or FIRST QUALITY, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging for the items shipped.
8. Claims: The Vendor will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
9. When to Make Delivery: Deliveries resulting from this Bid are to be made during the normal working hours of the HCSO. It is the Bidder's responsibility to obtain this information.
10. Manufacturer's Name: Any manufacturers' names, trade names, brand names information and/or catalog numbers used herein are for purpose of description, reference, and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by the HCSO and such determination shall be final and binding upon all Bidders.
11. Information and Descriptive Literature: Bidder must furnish all information requested in the bid. If specified, each Bidder must submit samples, cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with previous responses will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
12. Bid Submittal Costs: Submittal of a bid is solely at the cost of the Bidder and the HCSO in no way is liable or obligates itself for any cost incurred by the Bidder in preparing the Bid Package.
13. No Bid: If you do not wish to submit a response to the Bid, please return the Statement of "No Bid" found on page eighteen (18). 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. Laws, Statutes and Ordinances: The terms and conditions of the Bid and the resulting Contract shall be construed in accordance with the laws, statutes and ordinances applicable to Hillsborough County. Where State Statutes and regulations are referenced, they shall apply to this Bid and to the resulting Contract.
16. Acceptance and Rejection: The HCSO reserves the right to reject any or all bids, for cause, to waive irregularities, if any, and to accept the Bid or Bids which in the judgment of the Sheriff is in the best interest of the HCSO. The HCSO reserves the right to evaluate, add and/or reject any items from any bid options or resulting contract(s) when deemed to be in the best interest of HCSO.
17. Appropriations Clause: The HCSO, as an entity of Government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this Bid for each and every fiscal year following the fiscal year in which this Contract is executed and entered into and for which the Contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Contract, provide prompt written notice of such event and effective 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 Purchasing Section will have five (5) business days upon receipt of this notice to meet and consider the dispute as written. The Buyer will coordinate the review process with the parties involved and may request additional information from the 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 Chief Financial Officer (CFO).

The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the Bidder in writing. This decision and the basis upon which it was made will be communicated to the Bidder within five (5) business days following the receipt of the recommendation from the Purchasing Section. A single appeal of the CFO's decision is available by submitting a notice in writing within seventy-two (72) hours (excluding County holidays, Saturdays and Sundays) requesting a Management review of the decision. Final decision of an appeal will be made by the Sheriff.

19. Public Entity Crimes: Pursuant to §§287.132-133, Fla. Stats., the HCSO, as a public entity, may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, Fla. Stat., for Category Two (\$35,000) with any person or affiliate on the convicted vendor list for a period of 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 a response to this Bid, you are certifying that §§287.132-133, Fla. Stats. does not restrict your submission.
20. Public Records: Any material submitted in response to this Bid will become a public document pursuant to §119.07, Fla. Stat. This includes material which the respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, Fla. Stat. The Vendor agrees to comply with §119.0701, Fla. Stat. regarding maintenance and provision of access to all public records generated by this Contract with the HCSO.

If the 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
Chief Financial Officer

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

Company Name

Print Signer's Name Date

Signature of Company Officer Title

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID AFTER COMPLETING PARAGRAPH 22. EACH VENDOR'S BID AND ANY CLARIFICATIONS TO THAT BID AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN THE BID RESPONSE, EXCEPTIONS (PART D, PARAGRAPH 1).

PART B - SPECIAL PROVISIONS

1. IN GENERAL

The purpose of this Bid is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) to secure the services of a qualified Vendor to rebuild twin Yanmar diesel engines on the HCSO Marine Section, Homeland Security, 2004, 34', Sea Ark Dauntless I Patrol Vessel, and rebuild or replace the turbochargers and generator. The main portion of the funds for this project will be provided through the FEMA Port Security Grant Program. These funds will be available September 1, 2016.

2. SCOPE OF WORK

The Work will include removing both engines from the boat in order to complete a full engine rebuild. Turbo chargers and the on board generator will be either rebuilt or replaced (optional pricing to be submitted). Following engine reinstallation a sea trial will be held with both Vendor and HCSO personnel aboard. The HCSO will transport the boat to and from the vendor location.

Parts shall be original OEM parts unless approved by the HCSO. The Vendor shall furnish all necessary labor, materials, tools, equipment, supervision and incidentals necessary to perform all Work as described herein and/or included in future amendments or addendums.

For further details refer to Technical Specifications (Part C).

3. PRE-BID INSPECTION OF EQUIPMENT

Engine make, model and serial numbers are included in the specification. Pictures of the deck, engine compartment and the engines are attached as Exhibit 1. Any party wishing to visually inspect the engines prior to submitting a bid must return a completed Letter of Intent to attend the scheduled non-mandatory equipment inspection. Refer to page four (4) for date and time. Any discussion of new information asked and answered at the equipment inspection will be noted in minutes from the meeting and posted to the HCSO website. Care should be taken to obtain any and all technical information necessary to complete and submit an all inclusive bid. Any materials and/or labor not reflected in the specifications, required for completion of the Work, shall be submitted with the bid. Later claims for labor, equipment or materials required, will not be allowed.

The equipment inspection meeting will be held at the HCSO Marine Unit located at 1597 Lehman Avenue, Tampa, Florida 33605 on Port Tampa Bay property. Access to Port Tampa Bay is controlled. Only representatives listed on the completed letter of intent may attend. Wait in your vehicle outside the drive through gates to the right. An HCSO deputy will escort the attendees to the property.

4. LETTER OF INTENT

Interested Proposers planning on attending the non-mandatory equipment inspection should notify the Buyer by use of the Letter of Intent form included herein. The person(s) indicated on the Letter of Intent will be those notified of all addenda, amendments and Questions and Answers (Q & A).

5. GRANT FUNDING

As mentioned above, some or all of the funds for this project will be provided by a Federal Grant. To recognize and comply with the additional special provisions required by the Federal Government, Appendix I will be incorporated as part of this Bid and ensuing contract and will be separately acknowledged and accepted by the Bidder's signature. The majority of the grant compliance clauses pertain to construction contracts. Equipment maintenance or replacement is **not** considered construction and therefore many grant clauses do not apply to this Scope of Work. All other clauses will apply.

6. 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.

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

7. BRAND NAMES

Brand names, when furnished, are for reference purposes and to establish a standard of quality. The evaluation of bids and the determination as to equality of products offered shall be the sole and final responsibility of the HCSO and will be based on information and/or samples furnished by the Bidder.

8. COMMUNICATION BETWEEN PARTIES

All questions in regard to this Bid are to be directed, in writing to the Buyer: Dave Janney, at Purchasing@hcsotampa.fl.us or by fax at 813-242-1826.

In the interest of public access, all documents relating to this Bid will be posted to the HCSO website at <http://www.hcsotampa.fl.us>. This will include minutes from the Equipment Examination meeting, 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.

9. PREPARATION AND SUBMITTAL OF BIDS

All Bids shall be signed in ink by an authorized principle of the firm. A signature of acknowledgement to the General Terms and Conditions (Part A) is required on page seven (7) and a signature of affirmation is required on page seventeen (17). All attachments to the Bid requiring signature acknowledgement (e.g. amendments) are to be returned with the Bid Package. The Grant Compliance Appendix I is required on page twenty-one (21). All attachments to the Bid requiring signature acknowledgement (e.g. amendments) are to be returned with the Bid Package.

Bid Responses are to be submitted in a sealed package. The face of the package shall indicate the Bid name, number and time and date of the public opening. (A label is provided within this document for either use or example).

Bids must be received by the HCSO Purchasing Section no later than the time and date shown on page four (4). Bidders mailing their Bid Packages should allow for normal mail time to ensure receipt by HCSO prior to the time and date fixed for the acceptance of the bids. Bids or unsolicited amendments to bids, received by the HCSO after the acceptance date will not be considered and will be returned unopened marked "Received after the deadline for opening of bids".

Bidders shall submit the required Bid Package and any additional literature in quadruplicate - one (1) original and three (3) copies, each marked appropriately, and one (1) electronic copy in Microsoft Windows ® compatible format such as .pdf, saved on a USB flash drive or CD. Any proprietary information should

be marked as such on the original and copies and should be saved to a folder separate from the rest of the Bid in the electronic copy.

The HCSO reserves the right to postpone the date for receipt and opening of bids or other deadlines and will make a reasonable effort to give at least five (5) calendar day's notice of any such postponement to each prospective Bidder.

10. 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.

11. AWARD

Award shall be made to the most responsible and responsive Bidder meeting specifications, price and other factors considered. The award will be made on an all or nothing basis.

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.

12. EVALUATION OF BIDS

Initially, all bids submitted will be reviewed to determine if the Bidder is both responsive in terms of the completeness of the Bid Package and responsible in that proof of a legal, legitimate business enterprise has been provided along with any other qualifications stipulated. Bids determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation.

Bids determined to have met the minimum requirements will then be evaluated based on overall lowest cost and best value to the HCSO.

13. BEST AND FINAL OFFER

The HCSO reserves the right to request a Best and Final Offer (BAFO) from any or all Bidders. A BAFO may be requested as an optional step in the selection process. Useful situations include but are not limited to the following: no single response addresses all the specifications; the cost submitted by all Bidders is too high; the scores of two or more Bidders are very close after the evaluation process; all Bidders submitted responses that are unclear or deficient in one or more areas.

The evaluation committee determines if the BAFO process will be conducted and who will receive the solicitation. All or any number of Bidders may be solicited, but only those Bidder(s) most likely to be awarded a contract are to be included. The evaluation committee will develop the aspects of the Bid to be addressed in the BAFO. They may ask for enhancements of core components of the Bid but will maintain the integrity of the original Scope of Work.

Best and Final solicitations will be made in writing. Bidders may be asked to provide additional clarification to specific sections of their response, or to rework their Bid content or pricing. Information will be given as to how the BAFO will be evaluated. The HCSO will not identify either the current rank of any Bidder(s) or the lowest costs proposed until after the evaluation of each BAFO submitted. If a Bidder does not wish to submit a BAFO offer they may submit a written response stating their response remains as originally submitted.

The Buyer will be responsible for all communication to and from Bidders regarding the BAFO solicitation. All responses must be returned to the Buyer. Bidders may also be requested to make an oral presentation to the evaluation committee. The written BAFO solicitation will include submission requirements and a deadline date and time by which the BAFO must be returned to the Buyer.

At the option of the HCSO this negotiation process with the highest ranked Bidders may continue until a satisfactory contract is successfully negotiated.

14. 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.

15. ADDITION/DELETION

The HCSO reserves the right to add or delete services from this Bid or resulting Contract(s) when deemed to be in the best interest of the HCSO. Any additions or deletions to the Bid will be considered amendments. Any additions or deletions to the Contract will constitute a change order. and will be executed in writing and approved by the Chief Financial Officer (CFO). The change order will consist of a memo to the CFO describing the justification for the change accompanied by the Vendor's written, fixed price quote for each change to be added. If approved by the CFO, the service description and price change will be added to the Contract and recorded on the original bid tabulation/price sheet.

Requests for estimates for possible changes are not to be considered Change Orders or authorization to proceed with the proposed changes. Requests from the HCSO for quotes regarding new Work not included in the original scope will not constitute a Change Order to this Contract.

16. CANCELATION

When deemed to be in the best interest of the HCSO, any contract(s) resulting from this Bid may be canceled by the following means:

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

If it becomes necessary to terminate the Contract without cause, all services and/or materials provided through the date of receipt of written notice of cancelation may be invoiced to the HCSO and will be considered for payment providing documentation of said expenses are forwarded with the request for payment.

17. DEFAULT

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

18. NEXT BEST BIDDER

In the event of a default by the Vendor, the HCSO reserves the right to utilize the next best responsive and responsible Bidder. In the event of this occurrence, the new Vendor shall be required to provide the Bid services at the prices as contained in their Bid Response (Part D), for the remainder of the award period.

19. EMERGENCY

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

20. CERTIFICATES OF INSURANCE

The Vendor 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 HCSO, nor shall the Vendor allow any subcontractor to commence Work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified to do business in Florida.

- a. Worker's Compensation Insurance: The Vendor shall take out and maintain during the life of this Contract, Worker's Compensation Insurance as per statutory minimum requirements for all of his employees connected with the Work of this project and, in case any Work is sublet, the Vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Vendor. 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 Vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the HCSO for the protection of his employees not otherwise protected.

Employer's Liability: \$100,000 Limit each Accident
 \$500,000 Limit each Aggregate
 \$100,000 Limit Disease each employee

- b. Comprehensive Insurance Coverage: The Vendor shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance and shall protect them from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by themselves or by anyone directly or indirectly employed by them. Please provide proof of Commercial/Professional Liability insurance.

21. INVOICING AND PAYMENTS

The Vendor will invoice the HCSO for Work completed. All invoices must have a unique invoice number, vessel identification number, Purchase Order number and detailed description of the work performed, including parts replaced, materials and labor, and new equipment description if applicable.

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.

22. EXCEPTIONS TO BID

All Bid Packages must clearly state with specific detail all deviations to the requirements imposed upon the Bid by the General Terms and Conditions (Part A), Special Provisions (Part B), and Technical Specifications (Part C). Such deviations should be stated upon the Bid Response (Part D), or appended thereto. Bidders are hereby advised that the HCSO will only consider Bid Responses that meet the specifications and other requirements imposed upon them by this Bid. In instances where an exception is stated upon the Bid Response (Part D), said Bid Response will be subject to rejection by the HCSO in recognition of the fact that said Bid Response does not meet the exact requirements imposed upon the Bidder by the General Terms and Conditions (Part A), Special Provisions (Part B), and Technical Specifications (Part C).

PART C- TECHNICAL SPECIFICATIONS

1. GENERAL DESCRIPTION OF WORK

The purpose of this Bid is to allow the HCSO to secure the services of a qualified Vendor to rebuild twin engines on the 2004 Sea Ark Dauntless I patrol boat and rebuild or replace the turbochargers and generator. The equipment currently in operation is:

- a. Twin Engines (Yanmar 6LYA-STP)
 - Port engine serial number 56049
 - Starboard engine serial number 56043
- b. Generator (Northern Lights)
 - 6KW M673L2-3

2. SCOPE OF WORK

Complete engine rebuild to include but not limited to;

- | | |
|--|--|
| <ul style="list-style-type: none"> • Re-ring pistons • Replace bearings • Valve job • Clean all coolers • Rebuild raw water pumps • Replace fresh water pump | <ul style="list-style-type: none"> • Recondition starter and alternator • Rebuild injectors • Rebuild cylinder heads • Replace/rebuild turbos • Replace/rebuild generator |
|--|--|

3. HIDDEN DAMAGES

When during the course of repairing the engines, if unforeseen repairs are uncovered, the Vendor shall contact the Project Manager to advise as to the nature and extent of the uncovered damage and provide a written estimate of the additional cost to repair. No additional Work shall commence until approved by the Project Manager or his designee.

4. ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS

All parts installed in HCSO vessels shall be new and shall be OEM parts matching the part being replaced. The HCSO shall not accept aftermarket parts without prior written approval by the Project Manager. Replacement parts shall not in any way void the Manufacturer’s warranty.

5. VESSEL SECURITY

All HCSO vessel(s) and keys shall be kept secured while in the Vendor’s possession. To the extent provided by the law, the Vendor shall be accountable and liable for damage or loss to HCSO vessel(s) and to any and all personal property in the vessel(s) and for all vessel accessories and equipment.

The Vendor shall be responsible for returning the vessel in the same condition as it was received, pertaining to interior and exterior conditions.

6. SUBCONTRACTING

The Vendor shall not subcontract any portion of the repair without the prior approval of the HCSO.

PART D- BID RESPONSE

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

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

* * * USE INK ONLY * * *

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS
BID PACKAGE TO BE CONSIDERED BY THE HCSO

EXCEPTIONS TO BID: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS BID PACKAGE TO BE REJECTED BY THE HCSO. **ALL BIDDERS SHOULD CAREFULLY READ PARAGRAPH 19 OF THE SPECIAL PROVISIONS (PART B).**

- 1. **EXCEPTIONS:** The following represents every deviation (itemized by number) to the foregoing General Terms and Conditions (Part A), Special Provisions (Part B) and Technical Specifications (Part C) upon which this Bid Package is based, to wit:

2. PRICING

The undersigned has carefully examined the Bid Package and all conditions affecting the cost of the service or items required by the HCSO.

The undersigned certifies that any exceptions to the Bid specifications are noted on the attached exceptions form. All specifications not noted thereon are as requested. The undersigned also understands that any exceptions presented after the award, may be cause for cancelation of award.

We hereby propose to furnish the below described service or commodity in accordance with the Bid Package, except as noted on attached Exceptions Form:

Line #	Description	Price
a)	<u>Rebuild Twin Yanmar 6LYA-STP Engines</u>	\$ _____
	Engine Warranty Description: Parts _____	
	Labor _____	
b)	<u>Turbo Options</u> —Price Additional to Engine Rebuild, price to include both engines and installation.	
	Option A: Reconditioned Turbo	\$ _____
	Warranty on Parts _____	
	Warranty on Labor _____	
	Option B: New Turbos	\$ _____
	Warranty on Parts _____	
	Warranty on Labor _____	
c)	<u>Generator Options</u> —Price Additional to Engine Rebuild, Price to Include Installation.	
	Option A: Rebuild Northern Lights Generator Model M673L2-3	\$ _____
	Manufacturer Warranty _____	
	Option B: Replace with New Northern Lights Model M773LW3 or equal\$ _____	
	Indicate Generator Make & Model if offering equal _____	
<hr/>		
d)	Time to Commence from Date of Award	_____ Calendar Days
e)	Time to Complete from Commencement	_____ Calendar Days

3. VENDOR SHOP ADDRESS

Years in Business: _____

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
FINANCIAL SERVICES DIVISION
Email to: purchasing@hcsso.tampa.fl.us
Or Fax 813-242-1826

We, the undersigned, have declined to respond on Bid No. 25-16 Dauntless I Twin Engine Rebuild for the following reasons:

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond.
- We do not offer this product or an equivalent.
- Our Product schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond Requirements.
- Specifications unclear (explain below).
- Other (specify below)

We understand that if the "No Bid" letter is not executed and returned, our name may be deleted from the list of qualified Vendors for the Hillsborough County Sheriff's Office.
(PLEASE PRINT)

COMPANY NAME _____ DATE _____

COMPANY OFFICER _____ TITLE _____

TELEPHONE NUMBER _____

SIGNATURE _____

Below is an example of the information required on the OUTSIDE of your Bid Package.
You may use this as a label if you wish.

DAVID GEE, SHERIFF
2008 E. 8TH AVE
TAMPA FL 33605

ATTN: PURCHASING
813-247-8034

BID PACKAGE SUBMITTAL

From: _____

BID # 25-16

Dauntless I Twin Engine Rebuild

OPENING DATE/TIME:

October 28, 2016 @ 3:00 PM

Appendix I

Federal Grant Compliance

This appendix is included with RFP and ITB documents when any portion of the procurement is funded by a Federal Government Grant with the Hillsborough County Sheriff's Office (HCSO) as Grantee or Sub-Grantee or at any pass through tier.

The HCSO hereby certifies compliance with the e-CFR §§200.318-326 Uniform Grant Guidance (UGG) standards as issued by the US Office of Management and Budget (OMB) Circular effective December 26, 2014. Compliance includes but is not limited to the following: General Procurement Standards, Competition, Methods of Procurement, Contracting with Small and Minority Businesses, Procurement of Recovered Materials, Contract Cost and Price, Federal Awarding Agency Review, Bonding Requirements and Contract Provisions.

The awarded Contractor is advised the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific project for the purpose of making audits, examinations, excerpts and transcriptions.

Moreover, the Contract(s) resulting from Award of this RFP/ITB shall include the following provisions as per the Code of Federal Regulations-Title II- Part 200- Appendix II which are hereby incorporated into and form a part of the Terms and Conditions of the Contract.

- a. Equal Employment Opportunity Act Executive Order 11246 as amended by E.O. 11375 and supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor". The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- b. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) for prime construction projects in excess of \$2,000 under which Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, and shall be required to pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor shall be included in this solicitation if applicable, and the award of a contract shall be conditioned upon the acceptance of the wage determination, (wage determinations on line at <http://www.wdol.gov>). This includes the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) providing that each Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public Work, to give up any part of the compensation to which he is otherwise entitled.
- c. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) Under Contracts awarded in excess of \$100,000, Contractors are required to base pay on a 40 hour work week and to pay 1.5 times the base pay rate for hours worked in excess of forty. No construction laborer or mechanic shall be required to Work in surroundings or under working conditions that are unsanitary, hazardous or dangerous.
- d. Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401.

- e. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Act (33 U.S.C. 1251-1387) as amended for Grants and Contracts in excess of \$150,000. Violations to be reported to the regional office of the Environmental Protection Agency (EPA).
- f. Debarment and Suspension (Executive Orders 12549 and 12689) A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM) list of parties excluded from federal procurement or non-procurement programs.
- g. Byrd Anti-Lobbying Amendment (31 U.S. C. 1352). Contractors that bid for an award exceeding \$100,000 must file certification that it will not use Federal funds to pay any person or organization for influencing an officer or employee of any agency, a member, officer or employee of Congress in connection with obtaining any federal contract, grant or other award.

Compliance with the Davis Bacon Act identified in paragraph b. above requires the Awarded Contractor to submit on a weekly basis, a certified copy of all payrolls for the preceding weekly payroll period. Each payroll submitted shall be accompanied by a Statement of Compliance using page 2 of [Form WH-347 Payroll \(For Contractors Optional Use\)](#), or any form with identical wording, certifying compliance with applicable requirements. The statement is to be signed by the Contractor or subcontractor or by an authorized officer or employee of the Contractor or subcontractor who supervises the payment of wages, and delivered to the Project Manager or other designee as identified in the RFP/ITB. This must be submitted within seven (7) days after the regular pay date for the pay period.

The Proposer's signature below constitutes agreement to comply with the above provisions and to flow down all applicable provisions to subcontractors. The Proposer further accepts the Department of Labor prevailing wage determination attached hereto.

ACCEPTANCE OF APPENDIX I

We do hereby acknowledge the above provisions as part of the Terms and Conditions of Bid 25-16.

PLEASE PRINT Company Name _____
By _____
Title _____
Signature _____