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## SECTION I. SOLICITATION INSTRUCTIONS AND CONDITIONS

1. The term COUNTY used herein refers to the Board of County Commissioners, Hernando County, or its duly authorized representative.
2. The term BIDDER used herein refers to the dealer/manufacturer/business organization submitting a bid to the COUNTY in response to this solicitation.
3. The term VENDOR used herein refers to a BIDDER awarded a contract by the Board of County Commissioners for the furnishing of goods or services to the COUNTY.
4. BIDDERS are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No plea of ignorance by the BIDDER of conditions that exist or may hereafter exist as a result of failure or omission on the part of the BIDDER to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the COUNTY or the compensation to the BIDDER.
5. No material, labor or facilities will be furnished by the COUNTY unless specifically stated.
6. The BIDDER hereby attests and agrees by affixing his signature to this proposal that: "BIDDER certifies that his bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making or considering the making of a bid for the same items or service and is all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
7. The BIDDER warrants that the prices of the items set forth herein do not exceed those charged by the BIDDER to any other customer purchasing the same item in like or comparable quantities.
8. The BIDDER warrants that the prices of the items set forth herein do not exceed the prices charged by the BIDDER under a contract with the State of Florida or any of its agencies.
9. The BIDDER agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the BIDDER gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the COUNTY by any other provision of this award.
10. Discounts for payments within less that twenty (20) days will not be considered in evaluation of bids, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.
11. Bids shall be submitted in sealed envelopes addressed as noted on the front page of this solicitation. The name and address of the BIDDER, the date and hour of the bid opening and the goods or service bid on shall be placed on the outside of the envelope. Bids not properly identified may be rejected. No responsibility will be attached to Hernando County, the Clerk of the Circuit Court, or any official or employee thereof, for the pre-opening of, post-opening of, or failure to open, a bid not properly addressed and identified.
12. Blank spaces in the bid must be properly filled in and the phraseology of the bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provisions, attached to a bid will liable to render it irregular and may cause its rejection.
13. The responsibility for delivering the bid to the COUNTY on or before the stated time and date will be solely and strictly the responsibility of the BIDDER. The COUNTY will be in no way responsible for delays caused by the U.S. Postal Service, any courier system, or any other occurrence.
14. Bids and modifications received after the time set for the receipt of sealed bids will not be considered. **Such bids will be returned unopened.**
15. Modifications in writing received prior to the time set for the receipt of sealed bids will be accepted. Such modifications must be submitted in a sealed envelope and marked accordingly.
16. Bids must be submitted on and in the forms specified. Telegraphic or facsimile bids will not be considered.
17. A BIDDER may withdraw his proposal provided the request is made in writing and delivered either in person or by special delivery mail to Hernando County Central Purchasing Department, 20 N. Main Street, Room 265, Brooksville, Florida 34601-2828, not less than one (1) hour prior to the time set for opening of bids. Bids may not be withdrawn after the time noted above and for the period of time after the opening of bids as stated in the terms, conditions and specifications of this solicitation.
18. The COUNTY reserves the privilege of auditing a VENDOR'S records, by a representative of the COUNTY, as such records relate to purchases between the COUNTY and said VENDOR. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to work under contract and further, the COUNTY reserves the right to reproduce any of the aforementioned documents.
19. The contract shall be awarded to that responsive, responsible BIDDER whose offer will be most advantageous to the COUNTY, price and other factors considered.
20. The COUNTY may accept any separate item or group of items of any offer, unless the BIDDER qualifies his offer by specific limitations or the specific terms and conditions included herein indicate that bids will be accepted on an all or nothing basis.
21. The COUNTY reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, in accordance with the Hernando County Purchasing Ordinance.
22. Inspection and acceptance of the supplies/services purchased herein will be accomplished at the designated delivery point by a duly authorized representative of the COUNTY.
23. Any and all Terms, Conditions and/or Specifications which vary from the Solicitation Instructions and Conditions shall have precedence.

**IF A TABULATION OF BIDS IS DESIRED, ENCLOSE A SELF ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING BID. TABULATIONS WILL NOT BE TRANSMITTED BY FACSIMILE.**

## **SECTION II.**

## **GENERAL TERMS AND SPECIFICATIONS**

### **1. GENERAL:**

- 1.1 It is the intent of this solicitation to obtain bids for a Twenty-Four Month Term Contract for the Supply of Cummins OEM Parts and for Shop and Field Services, to the Board of County Commissioners, Hernando County, Florida. The parts and services to be furnished in accordance with the contract resulting from this solicitation shall be completely suitable for the operational use of Hernando County DPW, Fleet Division.
- 1.2 The contract documents shall consist of all parts as attached hereto, any addenda, and the completed and executed Hernando County Contract.

### **2. SPECIFICATIONS/DESCRIPTION OF EQUIPMENT:**

- 2.1 If any proprietary, trade, brand, or manufacturers' name or part number is used herein in describing the required equipment, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude products that equal or exceed the functional capability and quality of the named product. If bids are based on such equivalent products, indicate the manufacturer's name or number for the product and include any literature or other explanation of the product's quality or performance.
- 2.2 The parts bid herein shall be of standard manufacture and shall be new and shall be of the current production model unless otherwise specified.
- 2.3 Vendor shall supply a detailed specification for parts that are not OEM.
- 2.4 Any deviations from the terms, conditions and specifications listed herein must be clearly indicated; otherwise, it will be considered that the items offered are in strict compliance with these specifications and the successful BIDDER will be held responsible therefore.
- 2.5 See page 9 for COUNTY required specifications/ requirements.

### **3. QUALITY:**

- 3.1 Parts bid shall comply with applicable requirements and standards of the Occupational Safety and Health Act and any other applicable codes.
- 3.2 The manufacturer's standard warranty will be stated in months and appropriately entered on the Bid Form. The terms of such warranty shall be specifically set forth in the bid or a copy of the warranty shall be attached to the bid.
- 3.3 If so stated in the Special Conditions herein, BIDDERS may be required, at no expense or liability to the COUNTY, to make available parts for test/demonstration.

### **4. BID PRICE:**

- 4.1 The discounts bid for parts and the price for services shall be firm.
- 4.2 Unless otherwise stated, the prices for parts bid shall include all costs of packaging, transporting, delivery, unloading to the designated point within Hernando County.

- 4.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- 4.4 BIDDER hereby certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, services or equipment and is in all respects fair and without collusion or fraud. Further, the BIDDER hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the bid form is authorized to sign this bid for the BIDDER.
- 4.5 By submission of a bid pursuant to this solicitation, BIDDER agrees that should other governmental entities wish to purchase based on the discounts and service costs, terms and conditions offered in this bid, provided the VENDOR is agreeable, to supplying same to such entities.

5. BID EVALUATION AND AWARD:

- 5.1 Bid evaluation will be based on price, conformance with specification and the BIDDER'S ability to perform the contract in accordance with the terms, conditions and specifications required. BIDDERS will submit, with their proposal, all data necessary to evaluate and determine the quality of the item they are bidding.
- 5.2 The COUNTY intends to award this contract to the best and lowest responsive and responsible BIDDER, however, the COUNTY reserves the right to reject any and/or all bids, in accordance with the Hernando County Purchasing Ordinance.
- 5.3 If two or more fully responsive, responsible bids are received for the same total amount or unit price, quality and service being equal, the COUNTY reserves the right to award the contract to the BIDDER whose place of business is located within the boundaries of Hernando County, Florida. Should tie bids, as described above, be received from either two or more Hernando County BIDDERS or from non-local BIDDERS when no Hernando County BIDDER has submitted a tie bid, then the Board of County Commissioners shall award the contract to one VENDOR by drawing lots in a public meeting.
- 5.4 The COUNTY shall be the sole judge as to the relative merits of the proposals received.

6. DELIVERY & ACCEPTANCE:

- 6.1 Parts shall be delivered to: Fleet Maintenance, 1525 Jefferson St., Brooksville, FL 34601.
- 6.2 VENDOR shall deliver parts between the hours of 8 AM and 4:30 PM.
- 6.3 Receipt of parts and services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the parts and services delivered meets bid specifications and conditions. Should the parts and services differ in any respect from the specifications, payment will be withheld until such time as the VENDOR takes necessary corrective action.

6.5 Inspection and acceptance of parts and services purchased shall be accomplished by Fleet Management or such other designated representative of the Board of County Commissioners.

7. NON-PERFORMANCE:

7.1 Time is of the essence in this contract and failure to deliver the equipment specified within the time period stated on the bid form shall be considered a default.

7.2 In case of default, the COUNTY may procure the equipment from other sources and hold the VENDOR responsible for all costs occasioned there by and may immediately cancel the contract.

8. TAXES:

8.1 The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:

Florida Sales & Use Tax Exemption Certificate No. 85-8012556945C-8

8.2 This exemption does not apply to purchases of tangible personal property made by VENDORS who use the tangible personal property in the performance of contracts for improvements of COUNTY owned real property (Chapter 192, F.S.).

9. SPECIAL CONDITIONS:

9.1 PUBLIC ENTITY CRIMES - Any person submitting a bid or proposal in response to this invitation certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes, On Public Entity Crimes. Prior to bid award, the recommended VENDOR may be required to submit a sworn statement attesting to compliance with said statute.

9.2 PERMITS AND LICENSES - The BIDDER agrees to secure all necessary licenses and permits prior to award and agrees to comply with all Federal and State laws, and COUNTY and Municipal Ordinances and Regulations in any manner affecting the work described in this solicitation.

9.3 CLARIFICATION AND ADDENDUM - If any BIDDER contemplating submitting a bid for this contract is in doubt as to the true meaning of the terms, conditions, specifications or other bid documents or any part thereof, he may submit to the Purchasing and Contracts Director, on or before five (5) calendar days prior to the scheduled opening of bids, a request for clarification. All such requests for information and/or clarification shall be made in writing and the BIDDER submitting the request will be responsible for its prompt delivery. Any interpretation of the bid terms, conditions and/or specifications, if made, will be only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each BIDDER receiving an Invitation for Bids. The COUNTY will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

Receipt of an addendum to this solicitation by an offeror must be acknowledged by signing and returning the amendment to the Clerk of Circuit Court, 20 North Main Street, Room 131, Brooksville, FL 34601-2800. Such acknowledgment must be received prior to the hour and date specified for receipt of bids.

10. PAYMENT:

10.1 Payment for equipment received will be accomplished by submission of an invoice, in duplicate, with Purchase Order Number referenced thereon to:

HERNANDO COUNTY PURCHASING AND CONTRACTS  
20 NORTH MAIN STREET, ROOM 265  
BROOKSVILLE, FLORIDA 34601-2828

Each statement shall give a detailed breakdown of the equipment delivered.

10.2 Payment will be made in no less than thirty (30) days after receipt of the invoice by the Finance Department of Hernando County. Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.

## TECHNICAL SPECIFICATIONS

IT IS THE INTENT OF THIS SOLICITATION TO ESTABLISH A TWENTY-FOUR (24) MONTH TERM CONTRACT WITH RENEWAL CLAUSE TO PROVIDE CUMMINS ORIGINAL EQUIPMENT MANUFACTURER (OEM) REPAIR PARTS AND SERVICES, TO BE ORDERED ON AS NEED BASIS.

EQUIPMENT OWNED BY THE COUNTY INCLUDES LIGHT AND HEAVY TRUCKS, OFF-ROAD EQUIPMENT AND GENERATORS. DISCOUNT PERCENTAGE SHALL BE HELD FIRM FOR THE DURATION OF THE CONTRACT.

**If bidding a substitute item, state brand name, catalog number, and indicate any changes in specifications. Manufacturer's information sheets (cut sheets/specifications, brochures, etc.), should be attached. Where equal (substitute) is bid, items must be equal to or exceed material requested. Hernando County will be the sole judge of equality and the decision rendered shall be final.**

### **IMPORTANT NOTICE**

VENDORS ARE ENCOURAGED TO CHECK THE COUNTY WEBSITE FOR ANY ISSUED ADDENDUM. FAILURE TO RETURN ALL ADDENDUMS SHALL BE CAUSE FOR YOUR BID TO BE DECLARED NON-RESPONSIVE.

VENDORS MUST CLEARLY INDICATE ON THE OUTSIDE OF THEIR SUBMITTAL THAT IT IS A SEALED BID. THE BID PACKAGE SHALL INCLUDE; NAME OF THE BID, THE BID NUMBER AND THE BID OPENING DATE.

**VENDORS ARE TO RETURN ALL PAGES OF THIS SOLICITATION AS TWO (2) ORIGINAL COPIES.**

Address queries to: J. "Matt" Perry, Purchasing Agent (352) 754-4020.

**NOTE: FAILURE TO SUBMIT BIDS ON THESE FORMS MAY BE CAUSE FOR REJECTION.**

**SECTION VI. BID SUBMISSION CHECK LIST**

<p>CHECK ALL REQUIRED ENTRIES FOR COMPLETENESS, AND THAT YOU ARE RETURNING TWO COMPLETED ORIGINAL SETS OF THESE DOCUMENTS, AND ALL PAGES OF EACH SECTION. FAILURE TO COMPLY FULLY WITH THESE REQUIREMENTS COULD DISQUALIFY YOUR BID.</p>	<p><b>X</b></p>
<p><b>Completed and Sign Cover Page "Solicitation - Offer - Award", Page 1 (fill in all blanks; print or type required information and sign where required)</b></p>	
<p><b>Have Read and Understand Requirements of Section I, Solicitation Instructions, Page 3</b></p>	
<p><b>Have Read and Understand Requirements of Section II, General Terms and Specifications, Pages 4 thru 7</b></p>	
<p><b>Have Read and Understand Section III, Detailed Technical Specifications, Page 8</b></p>	
<p><b>Bid Return Envelope is Marked with Bid Name, Bid Number and Opening Date</b></p>	
<p><b>RETURN BOTH ORIGINAL SETS (2) OF THE SOLICITATION (ALL PAGES), COVER THRU PAGE 10 MUST BE RETURNED</b></p>	

V. BID FORM

DISCOUNT PERCENTAGE MUST BE THE SAME FOR ALL CLASSIFICATIONS OF PARTS

\_\_\_\_\_% DISCOUNT OFF MSRP FOR OEM PARTS

FREIGHT INCLUDED FOB DESTINATION DELIVERED TO: FLEET MANAGEMENT

INVOICE TERMS OF PAYMENT: \_\_\_\_\_ NUMBER OF DAYS REQUIRED TO SHIP \_\_\_\_\_ ARO.

**If bidding a substitute item, state brand name, catalog number, and indicate any changes in specifications. Manufacturer's information sheets (cut sheets/specifications brochures, etc.), should be attached. Where equal (substitute) is bid, items must be equal to or exceed material requested. Hernando County will be the sole judge of equality and the decision rendered shall be final.**

**SERVICE LABOR RATE**

\$ \_\_\_\_\_ HR SHOP LABOR RATE

\$ \_\_\_\_\_ HR FIELD LABOR RATE

Authorized Signature \_\_\_\_\_ Date

SUBMITTED BY: \_\_\_\_\_  
(Vendor Name)

**ADVERTISEMENT OF BID - #10-0049/jp**

**TWENTY-FOUR MONTH TERM CONTRACT FOR CUMMINS OEM PARTS  
AND SHOP AND ROAD SERVICES**

NOTICE IS HEREBY GIVEN that the Hernando County Board of County Commissioners will open sealed bids at **3:00 P.M., LOCAL TIME, WEDNESDAY, APRIL 21, 2010** in the Hernando County Purchasing and Contracts Department Conference Room 361, 20 N. Main Street, Brooksville, Florida, for:

**TWENTY-FOUR MONTH TERM CONTRACT FOR CUMMINS OEM PARTS  
AND SHOP AND ROAD SERVICES**

Sealed proposals for furnishing the afore-stated items will be received and accepted by the Hernando County Clerk of the Court, 20 North Main Street, Room 131, Brooksville, Florida 34601, until the above stipulated date and time for opening of sealed bids. For all hand-delivered bids, the Clerk's Office is open, on normal workdays, between the hours of 8:00 A.M. and 5:00 P.M.

Copies of the Bid Documents are on file and available for inspection by prospective bidders at the Hernando County Purchasing and Contracts Department, 20 N. Main Street, Room 365, Brooksville, Florida, 34601-2828, Telephone Number (352) 754-4020 or on our website: [www.hernandocounty.us](http://www.hernandocounty.us) (Current Public Bids).

\*\*The Purchasing and Contracts Department will post addenda on the County's website at [www.hernandocounty.us](http://www.hernandocounty.us), follow the link to "Public Bids". **It is the responsibility of prospective bidders to visit the County's website prior to submitting a bid to ensure that they are aware of all addenda issued relative to this solicitation.\*\***

The Board of County Commissioners of Hernando County, Florida reserves the right to accept or reject any or all bids and waive informalities and irregularities in offers received in accordance with the bid documents and the Hernando County Procurement Ordinance.

**HERNANDO COUNTY BOARD OF  
COUNTY COMMISSIONERS**

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James D. Gantt, C.P.M., CPPO  
Purchasing and Contracts Director

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