

**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**



CHAD CHRONISTER, SHERIFF

**INVITATION TO BID 2021-008
FEMININE PROTECTION PRODUCTS**

March 07, 2021

HILLSBOROUGH COUNTY SHERIFF'S OFFICE



CHAD CHRONISTER, SHERIFF

Hillsborough County Sheriff's Office
Sheriff's Operations Center
Financial Services Division - Purchasing Section
2008 East 8th Avenue
Tampa, FL 33605

Donna Farnham, Buyer

☎ (813) 247-8948 ✉ DFarnham@TeamHCSO.com

INSTRUCTIONS TO BIDDERS

Included herein are GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), 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 must be kept together and returned, intact, by the time and at the place specified herein. 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 RESPONSE (PART D), 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 PACKAGE CAREFULLY BEFORE SIGNING.**

NOTICE TO BIDDERS

WHEN SUBMITTING A SEALED BID PACKAGE, 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.

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PROPOSED SCHEDULE OF EVENTS	DATE
Bid Advertised / Posted to HCSO and OSD Websites	March 07, 2021
DEADLINE TO SUBMIT BID AND REQUIRED SAMPLE ITEMS	March 19, 2021
Award Notification Target Date	March 26, 2021

HILLSBOROUGH COUNTY SHERIFF'S OFFICE
2008 East 8th Avenue
Tampa, Florida 33605

SUBJECT: Invitation to Bid 2021-008

PROPOSAL TITLE: Feminine Protection Products

Bid Overview: The purpose of this Invitation to Bid (Bid) is to describe the requirements of Chad Chronister, the Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida to secure a company for the procurement of sanitary napkins and tampons for female inmates within Hillsborough County Sheriff's Office (HCSO) detention facilities.

BID OPENING DATE & TIME: 📅 March 19, 2021 at 🕒 3:00 PM

PLACE: Hillsborough County Sheriff's Office
Sheriff's Operations Center
Financial Services Division - Purchasing Section
2008 East 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. A video recording of the Bid opening will then be posted to the ("HCSO") website <https://TeamHCSO.com/Purchasing>.

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PART A - GENERAL TERMS AND CONDITIONS:

1. BIDS: Must be contained in a SEALED envelope addressed to: Hillsborough County Sheriff's Office, Sheriff's Operations Center, Financial Services Division – Purchasing Section, 2008 East 8th Avenue, Tampa, Florida 33605. To prevent inadvertent opening, the Bid must be marked as a BID DOCUMENT (including the Bid number, date, and time of Bid opening) on the outside of the envelope. See BID RESPONSE (PART D) *BID CHECKLIST* for further requirements.

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, company'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 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.
3. ON-LINE DOCUMENTS: The HCSO publishes procurement-related documents on its website at <https://TeamHCSO.com/Purchasing> for the convenience of companies 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: Bidder warrants, by virtue of bidding, the prices quoted in their response will be good for an evaluation period of 60 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.** All prices shall include freight (to include manufacturer to distributor), packaging, and any other similar fees. The HCSO is exempt from all state sales, use, transportation, and excise taxes. The HCSO will issue tax exemption certificates to the successful Bidder.

The Bidder's attention is directed to the laws of the State of Florida including, but not limited to, Chapter 212, Florida Statutes, which applies to all transactions resulting from this Bid, and that all applicable taxes and fees shall be deemed to have been included in the BID RESPONSE (Part D) 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 Awarded 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. INFORMATION AND DESCRIPTIVE LITERATURE: Bidders 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.
11. 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.
12. NO BID: If you do not wish to submit a response to the Bid, please return the STATEMENT OF NO BID found on page 23. The "No Bid" information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor List.
13. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA): The Bidder certifies that all material/items contained in their response meets all OSHA requirements.
14. LAWS, STATUTES, AND ORDINANCES: The terms and conditions of the Bid and the resulting Agreement shall be construed in accordance with the laws and statutes of the state of Florida and ordinances and other regulations of Hillsborough County. Where such statutes and regulations are referenced, they shall be interpreted to apply to this Bid and to the resulting Agreement. While the Sheriff is not bound by Chapter 287, *Florida Statutes*, in the spirit of fair dealing and just opportunity, the HCSO endeavors to meet the directives and business practices articulated in the Chapter.

The Bidder's attention is directed to the fact that all applicable federal, state and local laws, ordinances, codes, rules and regulations shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written. Florida law will govern all questions concerning implementation and execution of this contract and shall also be controlling in any cause of action brought pursuant to this contract.

The Awarded Vendor agrees that it shall observe and obey all the laws, ordinances, regulations and rules of the Federal, State, County and City which may be applicable to its services.

15. FAMILIARITY WITH LAW: The Bidder is required to be familiar with all Federal, State and local laws, ordinances, rules, codes and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility.

16. **APPROPRIATION OF FUNDS:** The HCSO, as an entity of local 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 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.
17. **PROTESTS:** Any prospective Bidder who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all Bids must submit a notice of protest in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) of the notice of award to the HCSO Purchasing Section by registered mail or hand delivery for which a receipt must be provided.
- A. The HCSO will have five (5) business days upon receipt of the notice to review and consider the protest 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).
- B. 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 72 hours (excluding HCSO holidays, Saturdays and Sundays) requesting a management review of the decision. Final decision of an appeal will be made by the Sheriff.
18. **INDEMNIFICATION:** The Awarded Bidder will indemnify and hold harmless the HCSO and its employees and agents from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its Work, provided that any such liability, claim, damage, loss, or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from and (b) is cause in whole, or in part, by the act or omission of the Awarded Bidder, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole, or in part, by a party indemnified hereunder.

In any and all claims against the HCSO or any of its agents or employees by any employee of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Bidder or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

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 36 months from the date that the 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 proposal in 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 Bidder 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.

The HCSO requires that, at the conclusion of the selection process, the contents of all bids be placed in the public domain and be open to inspection by interested parties. Any restrictions on the use of data contained within a bid must be clearly stated in the Bid itself. Proprietary information submitted in response to the Bid will be handled in accordance with applicable *Florida Statutes*.

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: Hillsborough County Sheriff's Office, Sheriff's Operations Center, ATTN: Records Section, 1900 East 9th Avenue, Tampa, Florida 33605, ☎ (813) 247-8210 or at ✉ HCSORecords@HCSO.Tampa.FL.US.

Chad Chronister,
Sheriff of Hillsborough County,
A Constitutional Officer of the State of Florida

By: _____
Christina R. Porter, CPA
Chief Financial Officer

SIGNATURE OF ACKNOWLEDGMENT:

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

Company Name

Company Officer Name (Printed)

Title

Company Officer Signature

Date

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID. EACH COMPANY'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).

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PART B - SPECIAL PROVISIONS

1. COMMUNICATION BETWEEN PARTIES: All questions in regard to this Bid are to be directed, in writing, to the Buyer as listed on page 2, *Instructions to Bidders*: No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this Bid prior to the notice of award.

In the interest of public access, all documents relating to this Bid will be posted to the HCSO website at <https://TeamHCSO.com/Purchasing>. This will include Question & Answer (Q&A), 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.

2. THE VENDOR PACKET: The completed APPENDIX I must be returned with your Bid Response along with copies of Hillsborough County Business Tax Receipt, other local government, or state business license(s).
3. BIDDER QUALIFICATIONS: Bids shall be considered only from those who can clearly demonstrate to the HCSO a professional ability to perform the type of work specified within the Bid. Bidders must be able to demonstrate adequate organization, financial backing, equipment and personnel to ensure continuous provision of quality service to the HCSO. In the determination of the evidence of responsibility and ability to perform the contract by the Bidder, the HCSO reserves the right to investigate the financial condition, experience record, personnel, equipment, facilities and organization of the Bidder. The HCSO shall determine whether the evidence of responsibility and ability to perform is satisfactory, and will make awards only when such evidence is deemed satisfactory. The Sheriff reserves the right to reject a Bid when evidence indicates the inability to perform the work specified within the Bid.
4. E-VERIFY REQUIREMENT: Pursuant to §448.095, *Fla. Stat.*, the Sheriff requires the Awarded Bidder, and any and all subcontractors, if permitted by agreement, to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If the Awarded Bidder enters into a contract with a subcontractor, the subcontractor must provide the Awarded Bidder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awarded Bidder shall maintain a copy of such affidavit for the duration of the contract. If the Sheriff has a good faith belief that the Awarded Bidder has knowingly violated §448.09(1), *Fla. Stat.*, the contract will be terminated. If the Sheriff has a good faith belief that a subcontractor knowingly violated this subsection, but the Awarded Bidder otherwise complied with this subsection, the Sheriff will promptly notify the Awarded Bidder and order the Awarded Bidder to immediately terminate the contract with the subcontractor. Termination of any and all contracts and/or sub-contracts as provided above, does not constitute a breach of contract and may not be considered as such. If the Sheriff terminates a contract with an Awarded Bidder as provided above, the Awarded Bidder may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The Awarded Bidder is liable for any additional costs incurred by the Sheriff as a result of the termination of a contract.

5. SUBCONTRACTING: The successful Bidder may not sublet or subcontract any of the contractual obligations concerning this bid matter except as provided for in the written contract between the HCSO and Awarded Bidder. This statement prohibits subcontracting overall management obligations pertaining to the work and requires the Awarded Bidder to retain ultimate liability for all contractual obligations.

6. CERTIFICATE OF INSURANCE:

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 their 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 their employees not otherwise protected.

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

B. Contractors Public Liability and Property Damage Insurance: The Awarded Bidder shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance and shall protect itself 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 itself or by anyone directly or indirectly employed by him, and the amounts of such insurance shall be the minimum limits as follows:

- i.) Comprehensive General \$300,000 bodily injury and property damage combined single limit.
- ii.) Automobile \$300,000 bodily injury and property damage combined single limit.

C. Professional Liability Insurance: The Awarded Bidder shall take out at its own expense, during the life of this Contract, Professional Liability Insurance in the amounts of:

- i.) \$500,000 per occurrence; and
- ii.) \$1,000,000 aggregate.

D. Comprehensive Insurance Coverage: The Vendor shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance, and Comprehensive Automobile 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, and the amounts of such insurance shall be the minimum limits as follows:

	Commercial/Comprehensive General Liability	
i.)	Bodily Injury	\$300,000 per person per occurrence
ii.)	Property Damage	\$300,000 per occurrence
iii.)	Automobile Liability	\$300,000 combined single limit bodily injury and property damage
iv.)	Garage Liability	\$1,000,000 combined single limit each occurrence
v.)	Garage Keepers Liability	\$100,000 collision and comprehensive per vehicle

The policy(ies) shall show Chad Chronister, Sheriff as additional named insured; include the severability of interest provision; provide that all liability coverage required under contract are primary to any liability insurance carried or any self-insured programs of the Sheriff.

The Awarded Bidder shall not commence any work in connection with this Contract until he has obtained and provided copies of same to the HCSO, nor shall the Awarded Bidder allow any Subcontractors 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 and doing business in Florida. Sixty (60) calendar days' notice of cancellation, non-renewal, or change in the insurance coverage is a requirement.

7. MANUFACTURER'S NAME: Any manufacturers' names, trade names, brand names information, and/or catalog numbers when furnished are for the 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. The HCSO will not allow substitutions to the brand name, model number or the configuration of the requested equipment or service unless authorized in writing. All items not specifically mentioned but which are standard factory items shall be included. Manufacturer's specification sheets shall be furnished upon request.
8. CONFLICT OF INTEREST: The Bidder agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, *Fla. Stat.*, regarding standards of conduct for public officers, employees of agencies, and local government attorneys.

No HCSO employee acting in an official capacity, as a purchasing agent, or public officer, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for HCSO from any business entity of which the officer, partner, director, or proprietor, or in which such officer or employee or the officer's or employee's spouse or child, or any combination thereof, has a material (>5%) interest. An officer or employee is also prohibited from having an employment or contractual relationship that creates a continuing or recurring conflict between their private interest and the performance of their HCSO public duties.

9. **AWARD:** Award shall be made to the most responsive Bid and Responsible Bidder meeting specifications, price and other factors considered. The HCSO reserves the right to award by line item or by overall total, whichever is deemed in the best interest of the HCSO. Award may be made to more than one (1), Bidder to ensure that Work is completed in a timely manner.
- A. Award will be dependent upon the determination that the Bids are responsive, Bidders are responsible, evaluation criteria stated in the Bid document and any other evaluation criteria deemed relevant and beneficial. Bids and Bidders determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation. 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.
 - B. Notification of Award will be sent to the Bidder receiving the Award. Bid results will be published on the HCSO website: <https://TeamHCSO.com/Purchasing>.
 - C. 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 their 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 may be used to break the tie.
10. **BID OPENING:** The Bid Opening will *not* be open to the public. Bids will be received until the time and date listed herein and will be read aloud immediately thereafter at the "Place" indicated. A video recording of the Bid opening will then be posted to the HCSO website <https://TeamHCSO.com/Purchasing>.
- A. Bids must be received by the HCSO Purchasing Section no later than the time and date shown within this Bid document. 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.
 - B. 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 days' notice of any such postponement to each prospective Bidder.
 - C. It is understood and agreed upon by the Bidder in submitting a Bid Package that the HCSO has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number of Bids received; competitive technical information; competitive price information; and the HCSO evaluation concerns about competing Bids. Information released after award is subject to the disclosure requirements of the Chapter 119, Fla. Stat. Bidders are enjoined from discussing or disclosing the content of any Bid with competing Bidders during the evaluation and negotiation process.
11. **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, are 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 the HCSO.

12. CONTRACT PERIOD: The Contract shall be effective for one (1) year from the date of award. By written mutual consent between the HCSO and the Vendor, the Contract may be extended on an annual basis for up to three (3) additional one (1) year periods.
13. ESCALATION/DE-ESCALATION: The HCSO will allow an escalation/de-escalation provision in this Bid. The escalation/de-escalation will be allowed provided the Awarded Vendor(s) notify the HCSO's Financial Services Division of the pending increase or decrease a minimum of 60 calendar days prior to the end of each one (1) year period for which the Bid was awarded. Said notification shall consist of manufacturer's 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.
14. ADDITION/DELETION: The HCSO 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 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 must 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 item addition accompanied by the Awarded Vendor's written, fixed price quote for each item to be added. If approved by the CFO, the item will be added to the Contract and recorded on the original Bid tabulation/price sheet.
15. 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) 10 calendar days' written notice with cause, or;
 - b) 30 calendar days' written notice without cause.

If it becomes necessary to terminate the Contract without cause, all items and/or materials provided through the date of receipt of written notice of cancellation may be invoiced to the HCSO, and will be considered for payment providing documentation of said expenses are forwarded with the request for payment. An award may be made to the next best responsive Bid and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated.

16. ASSIGNMENT: The Awarded Bidder will not assign, transfer, convey, or otherwise dispose of this contract or any part thereof, or of its right title or interest therein or its power to execute this contract or any amendment or modification hereto, to any other person, company or corporation, without prior written consent of the HCSO. Sale of a majority of corporate stocks, filing for bankruptcy or reorganization shall be considered an assignment.
17. DEFAULT: The Contract may be canceled or nullified by the HCSO's CFO in whole, or in part, by written notice of default to the Awarded Vendor(s) upon non-performance or violation of Contract terms. An award may be made to the next best responsive Bid and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Awarded Vendor to deliver materials, or items within the time stipulated in this Bid, unless extended in writing by the Financial Services Division, shall constitute Contract default. Awarded 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 Awarded Vendor, or cancellation by HCSO, the HCSO reserves the right to utilize the next best responsive Bid and responsible Bidder. In the event of this occurrence, the new Awarded Vendor shall be required to provide the Bid items at the prices as contained in their BID RESPONSE (PART D), for the remainder of the award period.
19. DELIVERY: Product(s) ordered shall be delivered in accordance with estimated time for delivery identified in BID RESPONSE (PART D). Failure to do so shall be considered a breach of Contract or default and the HCSO may utilize its options as stated herein.

Any backordered product(s) shall be made available within 60 calendar days of the time of backorder (original date of receipt). If the backorder cannot be filled within the time frame of this requirement, the HCSO's Financial Services Division shall be notified, in writing, thus permitting the HCSO to obtain the required materials/items and/or exercise its options as stated herein.

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

INVOICING AND PAYMENTS: The Vendor shall invoice the HCSO for Work completed and/or items delivered. All invoices must have a unique invoice number and shall include HCSO purchase order number. Invoices shall be e-mailed to AccountsPayable@HCSO.Tampa.FL.US.

At a minimum all invoices for Work completed shall include:

- A. Site location where Work was performed
- B. Description of Work completed
- C. A statement that all Work completed meets state and local codes
- D. Costs for supplies, parts and equipment use plus percentage markup (cost + percentage markup). Supporting documentation for the Vendor's parts cost must be readily available to the HCSO for review.
- E. Labor hours by labor type, labor hourly rate, and labor total (labor hours x labor rate).

At a minimum all invoices for items/materials delivered shall include:

- A. Ship-to location
- B. Items shipped including quantity & stock number
- C. For items priced using a percentage factor, the invoice must include the base price, the percentage factor and the final price. Supporting documentation for base prices must be readily available to the HCSO for review.

ACH and HCSO Purchasing Card are the accepted methods of payment; please inquire at ☎ (813) 247-8276 or ✉ AccountsPayable@HCSO.Tampa.FL.US.

Payment shall be made in accordance with Chapter 218, Part VII, Florida Statutes, 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 45 calendar days from date of receipt of a properly approved application/invoice.

21. EXCEPTIONS TO BID: All Bid Responses 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 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 may 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 SPECIFICATIONS (PART C).
22. GOVERNMENTAL PURCHASING COUNCILS: All bids received shall be considered as bids to all members of the Hillsborough County and Tampa Bay Area Government Purchasing Councils. (See listing, below.) Said members may, at their discretion, utilize this Bid as required.

Children’s Board of Hillsborough County	Hillsborough County Aviation Authority
City of Belleair Beach	Hillsborough County Board of County Commissioners
City of Clearwater	Hillsborough County Property Appraiser
City of Dunedin	Hillsborough County School Board
City of Gulfport	Hillsborough County Supervisor of Elections
City of Indian Rocks Beach	Hillsborough County Tax Collector
City of Largo	Manatee County Board of Commissioners
City of Oldsmar	Pasco County Clerk and Comptroller
City of Pinellas Park	Pasco County Schools
City of Plant City	Pasco County Sheriff
City of Safety Harbor	Pinellas County Clerk of the Court
City of Saint Pete Beach	Pinellas County Government
City of Saint Petersburg	Pinellas County School Board
City of Tampa	Pinellas County Sheriff
City of Tampa Housing Authority	Pinellas Suncoast Transit Authority
City of Tarpon Springs	Saint Petersburg College
City of Temple Terrace	State Attorney’s Office
City of Treasure Island	Tampa Airport
Clerk of Court and Comptroller of Hillsborough County	Tampa Bay Water
Hillsborough County Expressway Authority	Tampa Palms Community Development District
Hernando County	Tampa Port Authority
Hillsborough Area Regional Transit Authority	Tampa Sports Authority
Hillsborough Community College	Town of Indian Shores

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PART C - SPECIFICATIONS

1. **IN GENERAL:** The purpose of this Invitation to Bid (Bid) is to obtain quotes for the procurement of sanitary napkins and tampons for female inmates within HCSO detention facilities.
2. **SPECIFICATIONS AND SCOPE OF WORK:** The requirements of this Bid include furnishing and delivering sanitary napkins and tampons. Orders will be placed by HCSO based on usage and to maintain adequate inventory quantities.

The items as specified herein are to be delivered to the location below:

Hillsborough County Sheriff's Office
Orient Road Supply Warehouse
1201 Orient Road
Tampa, Florida 33619

Two (2) samples of each proposed item are required for testing and evaluation by detention safety compliance. Samples shall be labeled with the vendor's name and item number and sent separately from the bid package response to the location below. Items must be received before March 19, 2021. Bids which do not comply with these requirements will be subject to rejection.

Hillsborough County Sheriff's Office
Orient Road Supply Warehouse
ATTN: Donna Farnham
1201 Orient Road
Tampa, Florida 33619

3. **ESTIMATED QUANTITIES:** Estimated quantities, if provided, are furnished as a guide for preparing the BID RESPONSE (PART D), and should not be construed as representing the actual quantities to be purchased under this bid.

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PART D - BID RESPONSE

The undersigned understands that this Bid Package **must be signed in ink** and that an **unsigned** Bid Package will be considered nonresponsive and subject to rejection by HCSO. **The undersigned must be an Officer of the Company or a designated agent empowered to bind the Company in Contract.**

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), SPECIAL PROVISIONS (PART B) AND 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 21 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 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 item(s) required by the HCSO.

The undersigned certifies that any exceptions to the Bid specifications are noted in the BID RESPONSE (PART D). 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 all of the products as outlined in SPECIFICATIONS (PART C) for the below-described line item(s) in accordance with the Bid Package, except as noted on Paragraph 1 *Exceptions*, BID RESPONSE (PART D):

BID ITEM (HCSO Item #)	ESTIMATED ANNUAL USAGE	DESCRIPTION: Please provide a brief description including the brand name, manufacturer, and any other information	QUANTITY			DELIVERY	NET UNIT PRICE	
			ITEM NUMBER	MINIMUM CASE ORDER	PER CASE	ARO Number of Days	Case	Each
A 10352	1,100 cs	Sanitary Napkins Regular Protection, Individually BOXED, Full Sized Pads, Beltless with Adhesive Strip, Hypoallergenic and Wings Preferred. Packed 250 per case. Ref - Gards Maxi Pads, Folded (147A)			250		\$ -	\$ -
B 11867	74 cs	Tampons Super Absorbency, Individually Wrapped, Cardboard Applicator. Packed 480 per case.			480		\$ -	\$ -

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3. VENDOR ORDER INSTRUCTIONS: Describe the preferred method of contact to request product. (Print the information below):

Contact Name & Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office ☎: (____) _____ Mobile 📱: (____) _____ Fax 📠: (____) _____

Email ✉: _____

Company Website 🌐: _____

4. BID CONTACT INFORMATION: Provide the contact information for the individual submitting this bid response. (Please print the information below):

Company Name: _____

Contact Name & Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office ☎: (____) _____ Mobile 📱: (____) _____ Fax 📠: (____) _____

Email ✉: _____

Describe the preferred method of contact for questions regarding this bid submission:

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5. **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 undersigned must be an Officer of the Company or a designated agent empowered to bind the Company in Contract.**

The below 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 HCSO, 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 60 days following the opening of Bids.

Respectfully submitted by,

Company Name

Company Officer Name (printed)	Date
--------------------------------	------

Company Officer Signature	Title
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6. REFERENCE LIST:

Provide a minimum of three (3) references of current customers in which you are supplying this same or a similar service or commodity. Do not include Hillsborough County Sheriff's Office as one of your references.

1.	Company Name:	
	Contact/Title:	
	Phone Number:	
	Email Address:	
	Commodity/Service Provided:	

2.	Company Name:	
	Contact/Title:	
	Phone Number:	
	Email Address:	
	Commodity/Service Provided:	

3.	Company Name:	
	Contact/Title:	
	Phone Number:	
	Email Address:	
	Commodity/Service Provided:	

7. STATEMENT OF NO BID:

If, for any reason, you are unable or unwilling to quote at this time, please complete the following and return by e-mail to DFarnham@TeamHCSO.com or by fax at (813) 242-1826. Your choices or comments below will assist us in properly notifying you of future opportunities.

We, the undersigned, have declined to respond to Bid 2021-008 for the following reason(s):

SPECIFICATIONS

NATURE OF AWARD

_____ Specifications are too "tight" (i.e., limited to one brand or manufacturer)

_____ Insufficient time was provided for response

_____ Unable to meet specifications

_____ Product or an equivalent is not offered

_____ Specifications are unclear

_____ Other

Please provide an explanation:

We request to:

_____ remain on HCSO's list for future solicitations in this service category.

_____ be removed from HCSO's list for future solicitations in this service category.

Company Name: _____

Officer Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office ☎: (____) _____ Mobile 📱: (____) _____ Fax 📠: (____) _____

Email ✉: _____

Signature of Officer: _____ Date: _____

8. BID CHECKLIST:

Company Name: _____

Include this checklist as a cover page with your Bid Package:

- ONE (1) ORIGINAL AND TWO (2) COPIES of the entire Bid Package.
- SIGNATURES required PARTS A and D.
- Any Addenda or Amendments (Signatures required).
- Completed PART D including Pricing and Affirmation and Declaration signature page.
- APPENDIX I – Completed *Vendor Packet* to include Vendor Application, W9, Direct Deposit and Business Tax Receipt or other government issued business license.
- Two (2) samples of each proposed item sent separately from the bid package response. Must be received prior to the DEADLINE TO SUBMIT BID.
- Manufacturer literature and warranty information, if applicable.

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.

HILLSBOROUGH COUNTY SHERIFF'S OFFICE
SHERIFF'S OPERATIONS CENTER
ATTN: FINANCIAL SERVICES DIVISION – PURCHASING SECTION
2008 EAST 8TH AVE
TAMPA FL 33605

BID PACKAGE SUBMITTAL

From: _____

BID # 2021-008

Feminine Protection Products

OPENING DATE/TIME:
MARCH 19, 2021 @ 3:00 PM