

**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**



CHAD CHRONISTER, SHERIFF

Invitation to Bid No. 16-20

Emergency Lighting and Accessories

December 20, 2020

HILLSBOROUGH COUNTY SHERIFF'S OFFICE



CHAD CHRONISTER, SHERIFF

Hillsborough County Sheriff's Office
Sheriff's Operation Center
Financial Services Division – Purchasing Section
2008 E. 8th Avenue
Tampa, FL 33605

Heather Brewer, Buyer

☎ (813) 247-0024

✉ HBrewer@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 WEBSITE | 12/20/2020 |
| DEADLINE TO SUBMIT BID | 01/06/2021 |
| AWARD NOTIFICATION TARGET DATE | 01/11/2021 |

**Hillsborough County Sheriff's Office
2008 E. 8th Avenue
Tampa, Florida 33605**

SUBJECT: INVITATION TO BID 16-20

BID TITLE: Emergency Lighting and Accessories

OPENING DATE & TIME: 📅 01/06/2021 at 🕒 3:00 pm.

PLACE: Hillsborough County Sheriff's Office
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 above. As appropriate social distancing cannot be assured, the Bid Opening will not be open to the Public; a video recording of the Bid Opening will be made and posted to the Hillsborough County Sheriff's Office ("HCSO") website at <https://TeamHCSO.com/Purchasing>.

PART A - GENERAL TERMS AND CONDITIONS:

1. **BIDS:** Must be contained in a SEALED envelope addressed to: Hillsborough County Sheriff's Office, Sheriff's Operation Center, ATTN: Financial Services Division – Purchasing Section, 2008 E. 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.

If our specifications, when included, are not returned with your Bid, and no specific reference is made to them in your Bid Response (Part C), 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 C), 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 C).

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. 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 <https://TeamHCSO.com> 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:** Bidders warrants, by virtue of bidding, the prices quoted in their response will be good for an evaluation period of 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.** 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 Awarded Vendor.

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 (Part C) 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 confirm 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 19. 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 their response meets all OSHA requirements.
15. **LAWS, STATUTES, AND ORDINANCES:** The terms and conditions of the Bid and the resulting Agreement shall be construed in accordance with the laws, statutes, and ordinances of the State of Florida and Hillsborough County. Where State 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

Statute, in the spirit of fair dealing and just opportunity, the HCSO endeavors to meet the directives and business practices articulated in the Chapter.

16. CERTIFICATES OF INSURANCE:

The Vendor shall not commence any Work in connection with this Contract until they have 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 their subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

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 HCSO.

All insurance policies shall be with insurers qualified to do business in Florida. The HCSO shall be notified within 60 calendar days of cancelation, non-renewal, or change in the insurance coverage.

- A. Worker’s Compensation Insurance: The Awarded Vendor shall take out and maintain during the life of this Contract, Worker’s Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Awarded 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 Awarded 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 Awarded Vendor shall provide, and cause each Subcontractor to provide adequate insurance, satisfactory to the HCSO, for the protection of its employees not otherwise protected.

| | |
|----------------------|---------------------------------------|
| 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 Vendor 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:

| | |
|-----------------------|---|
| Comprehensive General | \$300,000 bodily injury and property damage combined single limit |
| Automobile | \$300,000 bodily injury and property damage combined single limit |

- C. Professional Liability Insurance: The Awarded Vendor shall take out at its own expense, during the life of this Contract, Professional Liability Insurance in the amounts of:
 - \$500,000 per occurrence;
 - \$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

| | |
|--------------------------|---|
| Bodily Injury | \$300,000 per person per occurrence |
| Property Damage | \$300,000 per occurrence |
| Automobile Liability | \$300,000 combined single limit bodily injury |
| and | |
| Garage Liability | \$1,000,000 combined single limit each occurrence |
| Garage Keepers Liability | \$100,000 collision and comprehensive per vehicle |

- 17. **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.
- 18. **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 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.
- 19. **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.

The Purchasing Section will have five (5) business days upon receipt of this notice to meet and consider the protest as written. The Buyer will coordinate the review process with the parties involved and may request additional information from the Proposer 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 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.

- 20. **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 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.

21. **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, Phone ☎ (813) 247-8210 or ✉ HCSORecords@HCSO.Tampa.FL.US.

CHAD CHRONISTER, SHERIFF _____
HILLSBOROUGH COUNTY, FLORIDA

By: 
Christina R. Porter, CPA
Chief Financial Officer

22. GENERAL TERMS AND CONDITIONS outlined above are acknowledged. Our Bid is attached.

Company Name

Print Name Title

Signature of Company Officer Date

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID AFTER COMPLETING PARAGRAPH 21. 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 C, PARAGRAPH 1).

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PART B - SPECIAL PROVISIONS

1. IN GENERAL

The purpose of this Invitation to Bid (Bid) is to describe the requirements of Hillsborough County Sheriff's Office ("HCSO") to secure firm, fixed pricing for the procurement of emergency lighting and accessories for HCSO fleet vehicles.

2. SCOPE OF WORK

The requirements of this Bid include furnishing and delivering various types of emergency lighting and equipment for installation in HCSO vehicles. The intent of this Bid is to secure a percentage discount from the list price of each manufacturer indicated in the Bid Response (Part C), in order to alleviate modifying requirements or items currently utilized based on changes in vehicle types or future technology. List pricing must be available via printed publication or online.


Any reference to the "Work" throughout this Bid is defined to be inclusive of the Scope of Work and any related performance detailed herein. Location below:

Hillsborough County Sheriff's Office
Fleet Maintenance Section
2210 N. Falkenburg Road
Tampa, Florida 33619

3. ESTIMATED QUANTITIES

The estimated annual expenditure for services to be performed under this Contract is approximately \$3,500,000. This estimate is furnished as a guide for preparing the Bid Response (Part C), and should not be construed as representing actual value of services to be provided under this Bid.

4. COMMUNICATION BETWEEN PARTIES

All questions in regard to this Bid are to be directed, in writing, to the Buyer: Heather Brewer, at [✉@HBrewer@TeamHCSO.com](mailto:HBrewer@TeamHCSO.com) or by fax  at (813) 242-1851. 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 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.

5. BIDDER QUALIFICATIONS

Bidders must be authorized, or part of an authorized distribution network, for Hillsborough County, Florida, for the product(s) they are providing. Proof of distributorship must be provided with the Bid Response (Part C).

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(s) or service(s) 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.

All employees of the Bidder which will work in a HCSO Facility or on a Hillsborough County property may be required to have a background check by the HCSO prior to beginning work. All employees must comply with HCSO's policy and procedures which includes no smoking on any HCSO property. The Awarded Vendor shall be required to provide a work crew list giving all personnel names and changes as they occur. The HCSO will perform the background checks in-house at no cost to the Awarded Vendor.

The Vendor Packet attached as 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). Current Certificates of Insurance for Liability and Workers Compensation must also be included.

6. BRAND NAMES

Brand names listed in Part C – Bid Response, Paragraph 2 – Pricing are the requested brands for components currently utilized by the HCSO. No substitutions will be accepted.

7. SUBSTITUTION

The Awarded 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 cancelation. All substitutes will be annotated as such on the shipping documents.

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 of them, 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.

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.

Award or No Award notifications will be sent to all Bidders. Bid results will be available on the HCSO website @ <https://TeamHCSO.com/Purchasing>. 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.

10. 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 Awarded Vendor, the Contract may be extended on an annual basis for up to three (3) additional one (1) year periods.

11. ESCALATION/DE-ESCALATION

The HCSO will allow an escalation/de-escalation provision in this Bid. The escalation/de-escalation will be allowed provided the Vendor(s) notify the HCSO, 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.

12. 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 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 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.

13. 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 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. 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.

14. DEFAULT

The Contract may be canceled or nullified 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 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 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.

15. NEXT BEST BIDDER

In the event of a default by the Vendor, or cancelation 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 Vendor shall be required to provide the Bid services at the prices as contained in their Bid Response (Part C), for the remainder of the award period.

16. DELIVERY

The HCSO would prefer bulk delivery of items. 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.

17. 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.

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18. INVOICING AND PAYMENTS

The Vendor will invoice the HCSO for work completed or materials delivered. All invoices must have a unique invoice number. At a minimum each invoice shall include the shipping location, description and quantity of items shipped, manufacturer's list price and HCSO contracted unit price, and HCSO purchase order number unless purchased with credit card.

Invoices shall be e-mailed to AccountsPayable@HCSO.Tampa.FL.US and, in order to track acceptance of Work, a COPY shall be e-mailed for approval by the Fleet Maintenance Section Manager or designee, to Fleet@HCSO.Tampa.FL.US.

Packing slips, whether from Awarded Vendor or Third Party Vendor, shall indicate the HCSO purchase order number for each item enclosed in packaging.

Automated Clearing House (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 §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 45 calendar days from date of receipt of a properly approved application/invoice.

19. 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) and Special Provisions (Part B). Such deviations should be stated upon the Bid Response (Part C), 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 C), 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) and Special Provisions (Part B).

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20. 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. Said members may, at their discretion, utilize this Bid as required.

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

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PART C- 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) AND THE SPECIAL PROVISIONS (PART B), 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) and Special Provisions (Part B) 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 in the Bid Response, Part C. 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:

| | | |
|-------------|-------|-----|
| Description | Price | UOM |
|-------------|-------|-----|

Pricing shall be offered as a percentage discount off of the manufacturer’s list price, as indicated below:

- a) Whelen Emergency _____ % Off List
- b) Federal Signal Emergency _____ % Off List
- c) Havis Shield _____ % Off List
- d) Brookings Industries _____ % Off List
- e) Sound Off Emergency _____ % Off List
- f) Pro-Guard _____ % Off List
- g) Lund Products _____ % Off List
- h) Gamber Johnson _____ % Off List
- i) Panorama Antennas _____ % Off List
- j) Tuffy Products _____ % Off List
- k) Go Rhino _____ % Off List
- l) Setina _____ % Off List
- m) 911 Circuits _____ % Off List
- n) OPS Public Safety _____ % Off List
- o) Labor Rate _____ / Hour

Warranty Procedure:

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

Contact Name & Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

☎: () _____ 📠: () _____ 📠: () _____

✉: _____

Company Web Address 🌐: _____

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 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 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

If, for any reason, you are unable or unwilling to quote at this time, please complete the following and return by e-mail to [✉@ HBrewer@TeamHCSO.com](mailto:HBrewer@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 16-20 for the following reason(s):

SPECIFICATIONS

NATURE OF AWARD

(Please provide explanations below)

_____ 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

We request to –

_____ remain on

_____ be removed from


– HCSO’s list for future solicitations in this product or service category.

Company Name: _____

Officer Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

: (____) _____ : (____) _____ : (____) _____

✉@: _____

Signature of Officer: _____ Date: _____

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.
- SIGNATURES required Parts A and C.
- Any Addenda or Amendments (Signatures required).
- Completed Part C including pricing and signature page.
- Appendix I, Vendor Packet to include completed Vendor Application, W9, Business Tax Receipt and ACH Authorization Form.
- Professional Licenses (if applicable).
- Manufacturer literature and warranty information.

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

HILLSBOROUGH COUNTY SHERIFF'S OFFICE
SHERIFF'S OPERATION CENTER
ATTN: FINANCIAL SERVICES DIVISION – PURCHASING SECTION
2008 E. 8TH AVENUE
TAMPA, FL 33605

BID PACKAGE SUBMITTAL

From: _____

BID # 16-20

EMERGENCY LIGHTING AND ACCESSORIES

OPENING DATE/TIME:

DECEMBER 22, 2020 AT 3:00PM