

INVITATION TO BID NO. 20-20 AUTOMOTIVE GLASS REPLACEMENT

DECEMBER 23, 2020

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

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 <u>OUTSIDE</u> 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	December 23, 2020
DEADLINE TO SUBMIT BID	December 30, 2020
Award Notification Target Date	December 31, 2020

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HILLSBOROUGH COUNTY SHERIFF'S OFFICE

2008 East 8th Avenue Tampa, Florida 33605

SUBJECT: INVITATION TO BID 20-20

BID TITLE: Automotive Glass Replacement

OPENING DATE & TIME: The December 30, 2020 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. As proper social distancing cannot be assured, the Bid Opening will not be open to the public but will be recorded. As soon as practicable following the Bid Opening, the recording will be posted to the Hillsborough County Sheriff's Office (HCSO) website: https://TeamHCSO.com/Purchasing.

PART A - GENERAL TERMS AND CONDITIONS:

1. <u>Bids</u>: 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. <u>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.</u>

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. <u>Bid Delivery</u>: 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 with the notation "This Bid was received after the time designated for the receipt and opening of bids".
- 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. <u>Time for Consideration</u>: 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. <u>Bidders will not be allowed to withdraw or modify their Bids after the opening time and date</u>.
- 5. <u>Prices</u>: All bids submitted must show the <u>net bid price</u> 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. <u>Bid Errors</u>: 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. <u>Condition of Materials and Packaging</u>: 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. <u>Claims</u>: 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. <u>Information and Descriptive Literature</u>: 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. <u>Bid Submittal Costs</u>: 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. <u>No Bid:</u> If you do not wish to submit a response to the Bid, please return the STATEMENT OF NO BID found on page 24. The "No Bid" information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor List.
- 13. <u>Compliance with Occupational Safety and Health Act (OSHA)</u>: The Bidder certifies that all material/items contained in their response meets all OSHA requirements.

14. <u>Laws, Statutes, and Ordinances</u>: 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.

15. CERTIFICATE OF INSURANCE:

- 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.
- B. <u>Contractors Public Liability and Property Damage Insurance:</u> 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:
 - 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. <u>Professional Liability Insurance:</u> The Awarded Vendor 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.

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.

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The Awarded Vendor 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 Vendor 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 calendar days' notice of cancellation, non-renewal, or change in the insurance coverage is a requirement.

- 16. <u>Acceptance and Rejection</u>: 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.
- 17. 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.
- 18. <u>Protests</u>: 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 HCSO will have five (5) business days upon receipt of this 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).

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.

- 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. <u>Public Records</u>: 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, **②** (813) 247-8210 or at № HCSORecords@HCSO.Tampa.FL.US

21. Specifications: See PART C - SPECIFICATIONS.

Chad Chronister,

Sheriff of Hillsborough County,

A Constitutional Officer of the State of Florida

Chief Financial Officer

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SIGNATURE OF ACKNOWLEDGMENT:

he General Terms and Conditions outlined above are acknowledged. Our Bid is attached		
Compar	ny Name	
Compar	iy ivanic	
Company Officer Name (Printed)	Title	
Company Officer Signature	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 D, 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 the HCSO to secure a qualified vendor to replace automotive glass and repair mechanical window hardware on HCSO vehicles. All work will be performed on an as needed basis.

2. SPECIFICATIONS AND SCOPE OF WORK

The requirements of this Bid include the removal and installation of windshields, door windows and rear window glass in all vehicle types comprising the HCSO vehicle fleet. Also included is the repair and replacement of all types of electric window motors and mechanical operational equipment. All methods of repair and installation and all types of glass and materials shall meet or exceed Federal Motor Vehicle Safety Standards and Regulations as governed by the National Highway Traffic Safety Administration.

The majority of the Work will be performed at: Hillsborough County Sheriff's Office

Fleet Maintenance Section 2210 North Falkenburg Road Tampa, Florida 33619

Work may also be performed at other HCSO locations including, but not limited to, Patrol Districts, substations or the Sheriff's Operations Center (SOC). On rare occasions, Work may be required at the private residences of HCSO personnel. Scheduling of this work will be made by special appointments from Mondays through Fridays between the hours of 7:00 a.m. and 6:00 p.m. The address for each private residence where Work is required will be provided along with the request for repair estimate.

3. ESTIMATED QUANTITIES

The estimated annual expenditure for services to be performed under this Contract is approximately \$70,000. This estimate is furnished as a guide for preparing the Bid Response (PART D), 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 Buyer: Heather Brewer by fax at (813) 242-1851 or at HBrewer@TeamHCSO.com. 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.

PART B – SPECIAL PROVISIONS 10

5. BIDDER QUALIFICATIONS

All Bidders may be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances, and personnel to furnish the item or service offered satisfactorily and expeditiously. The HCSO reserves the right to inspect the Bidder's place of business and equipment prior to the award of any contract, for determining the ability to meet terms and conditions as set forth herein.

All employees of the Vendor who 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. The HCSO will perform the background checks in-house at no cost to the Vendor. All employees must comply with HCSO's policies and procedures which include a prohibition against smoking on any HCSO property. The Vendor shall be required to provide a Work crew list providing the names of all personnel; this list shall be updated as changes occur.

The Vendor Packet attached as APPENDIX I must be returned with your Bid Response along with copies of your Hillsborough County Business Tax Receipt, other local government, or state business license(s). Current Certificates of Insurance for Liability and Worker's Compensation must also be included.

6. <u>CONFLICT OF INTEREST</u>

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.

7. <u>AWARD</u>

Award shall be made to the most responsible and responsive 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 at https://TeamHCSO.com/Purchasing.

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8. BID OPENING

Bids will be received until the time and date shown and will be read aloud immediately thereafter at the "Place" indicated. As proper social distancing cannot be assured, the Bid Opening will not be open to the public but will be recorded. As soon as practicable following the Bid Opening, the recording will be posted to the Hillsborough County Sheriff's Office (HCSO) website at 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.

9. <u>CONTRACT PERIOD</u>

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.

10. <u>ESCALATION/DE-ESCALATION</u>

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.

11. 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.

12. 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.

PART B – SPECIAL PROVISIONS 12

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 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.

13. <u>DEFAULT</u>

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.

14. NEXT BEST BIDDER

In the event of a default by the Awarded 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 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.

15. <u>DELIVERY</u>

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.

16. 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.

17. INVOICING AND PAYMENTS

The Vendor shall invoice the HCSO for Work completed. All invoices must have a unique invoice number. Each vehicle shall be invoiced separately from other vehicles.

PART B – SPECIAL PROVISIONS 13

At a minimum each invoice shall include:

- ➤ The Vehicle Identification Number (VIN)
- > HCSO vehicle number
- ➤ HCSO license plate number
- > HCSO purchase order number
- ➤ HCSO work order number, if applicable
- > Description of the Work performed
- ➤ Labor rate and hours billed
- > Parts cost and percentage markup
- ➤ NAGS¹ part number and pricing.

¹Refers to the most current issue of the National Auto Glass Specifications, Inc. (NAGS) Benchmark Calculator.

Invoice pricing shall match the Approved Estimate for all service and repairs. The Vendor's cost plus percentage markup (parts plus percentage markup) must be readily available to the HCSO for review. Audits will be performed randomly on a quarterly basis or as deemed necessary by the HCSO and shall require Vendors to provide proof of cost.

Invoices shall be e-mailed to <u>AccountsPayable@TeamHCSO.com</u> 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 <u>Fleet@HCSO.Tampa.FL.US</u>.

ACH and HCSO Purchasing Card are the accepted methods of payment; please inquire at **△** (813) 247-8276 or **△** Accounts Payable Team HCSO.com.

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.

18. 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 will be subject to rejection by the HCSO in recognition of the fact that said Bid Response does not meet the exact requirements imposed upon the Bidder by the GENERAL TERMS AND CONDITIONS (PART A) SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C).

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PART C - SPECIFICATIONS

1. IN GENERAL

The purpose of this Invitation to Bid (Bid) is to describe the requirements of the HCSO to secure a qualified vendor to replace automotive glass and repair mechanical window hardware on HCSO vehicles. All work will be performed on an as needed basis.

2. SPECIFICATIONS AND SCOPE OF WORK

The requirements of this Bid include the removal and installation of windshields, door windows and rear window glass in all vehicle types comprising the HCSO vehicle fleet. Also included is the repair and replacement of all types of electric window motors and mechanical operational equipment. All methods of repair and installation and all types of glass and materials shall meet or exceed Federal Motor Vehicle Safety Standards and Regulations as governed by the National Highway Traffic Safety Administration.

The majority of the Work will be performed at: Hillsborough County Sheriff's Office

Fleet Maintenance Section 2210 North Falkenburg Road Tampa, Florida 33619

Work may also be performed at other HCSO locations including, but not limited to, Patrol Districts, substations or the Sheriff's Operations Center (SOC). On rare occasions, Work may be required at the private residences of HCSO personnel. Scheduling of this work will be made by special appointments from Mondays through Fridays between the hours of 7:00 a.m. and 6:00 p.m. The address for each private residence where Work is required will be provided along with the request for repair estimate.

3. <u>ESTIMATES</u>

The Vendor shall provide a written, detailed estimate for all Work for approval by HCSO's Fleet Maintenance Section Manager, hereafter referred to as the Section Manager, prior to the commencement of the Work. Estimates for repairs shall be inclusive of all labor, travel time, glass, shop supplies and materials. The Section Manager may review and negotiate each estimate with the Vendor until agreement is reached that the estimate is complete and reasonable. No Work shall commence until the Section Manager or their designee approves the estimate and no invoice shall exceed the approved estimate without prior written consent by the Section Manager.

4. PRICING, RATES AND INVOICING

The cost for furnishing and the number of labor hours for installing all auto glass shall be derived from the most current issue of the National Auto Glass Specifications, Inc. (NAGS) Benchmark Calculator. One (1) complete set of current NAGS Benchmark Calculator price books shall be provided with your Bid Response. The awarded Vendor shall furnish the HCSO with one (1) updated sets of NAGS Benchmark Calculator price books with each new release. All issues will be furnished at no charge to the HCSO.

Labor rates are to be based on the flat hourly labor rate provided in the Bid Response (Part D). Labor rates are to include all overhead cost such as travel, mileage, freight estimate preparation, shop supplies and all incidentals. The labor rate should also include cleanup of all broken glass and surrounding repair area. The addition of freight charges shall be considered only if the HCSO has requested an expedited service from premium carrier.

The Vendor shall invoice the HCSO for Work completed. All invoices must have a unique invoice number. Each vehicle shall be invoiced separately from other vehicles. At a minimum each invoice shall include:

- ➤ The vehicle identification number (VIN)
- > HCSO vehicle number
- ➤ HCSO license plate number
- > HCSO purchase order number
- > HCSO work order number, if applicable
- > Description of the Work performed
- ➤ Labor rate and hours billed
- > Parts cost and percentage markup
- > NAGS part number, list price, and percentage markup.

Invoice pricing shall match the Approved Estimate for all service and repairs. The Vendor's parts' cost plus percentage markup (parts plus percentage markup) must be readily available to the HCSO for review. Audits will be performed randomly on a quarterly basis or as deemed necessary by the HCSO and shall require Vendors to provide proof of cost.

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

5. RESPONSE TIME AND TIME FOR COMPLETION

All work or repairs shall be completed within two (2) business days or less following approval of the estimate. If the work or repair is expected to take longer than two (2) business days the Vendor must include a time of completion and justification for the time extension in the written estimate. The HCSO reserves the right to use an alternate repair service if the contracted Vendor cannot complete the Work within an acceptable time frame.

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6. <u>VEHICLE INFORMATION</u>

The vehicle types listed below are currently in the HCSO fleet, and shall be used as an example for the types of vehicles which may require glass replacement or repair during the course of the contract:

Make	Model	Model Year
Chevrolet	Express Vans	2015 - 2020
Chevrolet	Equinox	2016 - 2020
Chevrolet	Impala	2004 - 2019
Chevrolet	Malibu	2007 - 2020
Chevrolet	Tahoe	2010 - 2021
Chevrolet	Traverse	2018 - 2020
Dodge	Caravan	2003 - 2020
Dodge	Challenger	2011 - 2020
Dodge	Chargers	2012 - 2020
Dodge	Durango	2012 - 2020
Dodge	RAM	2010 - 2020
Ford	E-150	2004 - 2009
Ford	E-250	2003 - 2011
Ford	E-350	2000 - 2021
Ford	Escape	2009 - 2020
Ford	Explorer	2018 - 2020
Ford	F-150	2002 - 2020
Ford	F-250	2002 - 2019
Ford	F-350	2002 - 2016
Ford	Focus	2009 - 2017
Ford	Fusion	2011 - 2019
Ford	Interceptor	2016 - 2020
Ford	Taurus	2010 - 2019
Ford	Transit	2015 - 2020
KIA	Optima	2008 - 2018
Nissan	Altima	2011 - 2020
Nissan	Maxima	2011 - 2020
Nissan	Pathfinder	2017 - 2020
Nissan	Rogue	2013 - 2020
Toyota	Camry	2009 - 2020
Toyota	Corolla	2009 - 2020

This Bid is inclusive of all vehicle types within the HCSO vehicle fleet, whether listed above or not.

7. REPLACEMENT PARTS

All methods of repair and installation and all types of glass and materials shall meet or exceed Federal Motor Vehicle Safety Standards and Regulations as governed by the National Highway Traffic Safety Administration and shall match the items being replaced. Replacement parts shall not in any way void the Manufacturer's warranty.

8. HCSO-PROVIDED PARTS AND MATERIALS

The HCSO may require the Vendor to install parts or materials provided by the HCSO. These parts may be new or used. The Section Manager will coordinate this with the Vendor as needed. The Vendor shall charge the Bid Labor Rate for the installation of these parts.

9. OUTSIDE REPAIRS

Any resulting award shall not be construed to encompass all repairs to the HCSO fleet. The HCSO reserves the right to have repairs performed by other providers, if necessary, to keep the maximum number of HCSO fleet vehicles in full operation.

10. TOOLS, EQUIPMENT AND QUALIFICATIONS

The Vendor shall have proper tools, gauges, equipment and vehicles to successfully perform work as required. All equipment necessary to perform work under this contract which requires certification with the state of Florida, shall be current. The HCSO reserves the right to require an inspection or demonstration of the materials and/or equipment to be utilized on HCSO vehicles at any time, either prior to or after the award of this contract.

The Vendor shall have capable and experienced personnel to properly diagnose and complete repairs. Upon request, the Vendor shall provide proof of training certificates acquired by its employees demonstrating the quality level of their expertise and training in the automotive repair industry.

11. HIDDEN DAMAGES

When hidden damages are discovered after the Work or repairs have commenced, the Vendor must advise the Section Manager as to the nature the extent of the hidden damage and provide a written estimate of additional repairs needed. No additional Work shall commence until approved by the Section Manager or his designee.

12. WARRANTY

The Vendor will warrant all replacements and repairs for a one (1) year period, with unlimited mileage from the date of the Work completion. If a failure develops during the warranty period, the Vendor is responsible for repairs at no cost to the HCSO.

13. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

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.

14. SUBCONTRACTING

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

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 19 OF THE SPECIAL PROVISIONS (PART B).

1.	EXCEPTIONS: The following represents every deviation (itemized by number) to the foregoing GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C) upon which this Bid Package is based, to wit:

PART D – BID RESPONSE

2. PRICING

3.

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 the below described item(s) in accordance with the Bid Package, except as noted on Paragraph 1 *Exceptions*, BID RESPONSE (PART D):

	AUTOMOTIVE GLASS REPLACEMENT		
Item	Description	Amount / Percentage	Unit of Measure
A	Labor Rate: Repair or installation of materials provided by the Vendor or HCSO	\$	Per hour
В	Automotive Glass: Expressed as a percentage discount off NAGS Benchmark Calculator Price	%	% discount
С	Tempered Glass: Expressed as a percentage discount off NAGS Benchmark Calculator Price	%	% discount
D	Mechanical and Electrical Parts: Expressed as a percentage above Vendor cost	%	% above cost

Contact Name & Title:		
Address:		
City:	State:	Zip Code:
Office 2 : ()	Mobile 🖫 : ()	Fax 🖷: ()
Email ⊵ @:		

<u>VENDOR ORDER INSTRUCTIONS</u>: Describe the preferred method of contact to request service.

PART D – BID RESPONSE 20

4. <u>BID CONTACT INFORMATION</u>

(Please print the information be	elow)	bid response.
Company Name:		
Contact Name & Title:		
Address:		
Office 2 :	_ Mobile 🖫 :	_ Fax -
Email:		
Describe the preferred method	of contact for questions regarding	this bid submission:

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PART D – BID RESPONSE 21

Title

22

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:

Company Officer Signature

- 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	in open for 60 days following the opening of Bids.
Respectfully submitted by,	
Сотр	any Name
•	
Company Officer Name (printed)	Date

REFERENCE LIST

Provide a minimum of three (3) references of customers in which you supplied 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:	

REFERENCE LIST 23

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 or by fax 🗗 at (813) 242-1851. Your choices or comments below will assist us in properly notifying you of future opportunities.

We, the undersigned, have declined to respond to Bid 20-20 for the following reason(s):

SPECIFICATIONS			NATURE OF AWA	<u>RD</u>
Specifications are too "to one brand or manufac	•		Insufficient time waresponse	s provided for
Unable to meet specific	ations		Product or an equiv	alent is not offered
Specifications are uncle	ar		Other	
Please provide an explanation:				
We request to: remain on HCSC be removed from				= -
Company Name:				
Officer Name:			Title:	
Address:				
City:	State:		Zip Code:	
Office 2 : ()	_ Mobile 🖫 : ()	Fax = : ()
Email № :				
Signature of Officer:			Date:	

STATEMENT OF NO BID 24

BID CHECKLIST

Com	pany Name:
Inclu	de 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 C.
	Any Addenda or Amendments (Signatures required).
	Completed PART C including Pricing and Affirmation and Declaration signature page.
	APPENDIX I - <i>Vendor Packet</i> to include completed Vendor Application, W9, Direct Deposit and Business Tax Receipt or other government issued business license.
	Proof of Authorized Distributorship, if applicable.
	Manufacturer literature and warranty information, if applicable.

BID CHECKLIST 25

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

BID # 20-20

Automotive Glass Replacement

OPENING DATE/TIME: DECEMBER 30, 2020 @ 3:00 PM

PACKAGE LABEL 26