

Invitation to Bid No. 2023-002

Vehicle Scheduled Maintenance and Repair

November 14, 2022

HILLSBOROUGH COUNTY SHERIFF'S OFFICE



CHAD CHRONISTER, SHERIFF

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

> Lindsey Brown, Buyer (813) 247-0082 LPBrown@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 <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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APPENDIX II – SCHEDULED MAINTENANCE INSPECTION FORM	Attached
PROPOSED SCHEDULE OF EVENTS	DATE
Bid Advertised / Posted to HCSO and OSD Websites	December 21, 2022
DEADLINE TO SUBMIT QUESTIONS	January 5, 2023
DEADLINE TO SUBMIT BID	January 19, 2023 2:00 PM EST
Award Notification Target Date	February 2, 2023

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HILLSBOROUGH COUNTY SHERIFF'S OFFICE

2008 E. 8th Avenue Tampa, Florida 33605

SUBJECT: Invitation to Bid 2023-002

BID TITLE: Vehicle Scheduled Maintenance and Repair

OPENING DATE & TIME: January 19, 2023 at 2:00 PM

PLACE: Hillsborough County Sheriff's Office

Sheriff's Operation Center

Financial Services Division - Purchasing Section

2008 E. 8th Avenue Tampa, FL 33605

Recorded - No Attendees Present

Since proper social distancing cannot be assured, the Bid opening, will *not* be open to the public. 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 Hillsborough County Sheriff's Office (HCSO) website https://TeamHCSO.com.

<u>BID OVERVIEW</u>: The purpose of this Invitation to Bid is to describe the requirements of Chad Chronister, the Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida (Sheriff) to secure a qualified Supplier(s) to restore HCSO vehicles to optimal vehicle performance. The expeditious repair and return of HCSO vehicles is a crucial element for continued public safety in Hillsborough County. There are approximately 2,600 vehicles in the HCSO Fleet. These vehicles are dispersed throughout the five (5) HCSO Districts and the Fleet Operations Section.

Any reference to the "Work" throughout this bid packet is defined to be inclusive of the Scope of Work and any related performance detailed herein.

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 package.</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, *Exceptions* (PART D, Paragraph 1).

- 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.
- 3. <u>ON-LINE DOCUMENTS</u>: 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 Awarded Supplier.

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 Supplier will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
- 9. <u>WHEN TO MAKE DELIVERY</u>: 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 contained herein. The "No Bid" information is helpful to the process and assures the HCSO you wish to remain on the HCSO Supplier 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.

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 Supplier 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. <u>FAMILIARITY WITH LAW</u>: 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. <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. <u>APPROPRIATION OF FUNDS</u>: 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 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.

19. <u>INDEMNIFICATION</u>: The Awarded Supplier 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 Supplier, 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.

20. <u>PUBLIC ENTITY CRIMES</u>: 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 Supplier list for a period of 36 months from the date that the person or affiliate was placed on the convicted Supplier 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.

21. <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, (813) 247-8210 or at <a href="https://hics.ncbi.nlm.ncbi.nl

Chad Chronister,

Sheriff of Hillsborough County,

A Constitutional Officer of the State of Florida

y: (

Hartman

A/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).

PART B - SPECIAL PROVISIONS

1. <u>COMMUNICATION BETWEEN PARTIES</u>: 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. <u>THE SUPPLIER PACKET</u>: 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. <u>BIDDER QUALIFICATIONS</u>: 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 and training records, 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 Supplier, 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 Supplier enters into a contract with a subcontractor, the subcontractor must provide the Awarded Supplier with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awarded Supplier shall maintain a copy of such affidavit for the duration of the contract. If the Sheriff has a good faith belief that the Awarded Supplier 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 Supplier otherwise complied with this subsection, the Sheriff will promptly notify the Awarded Supplier and order the Awarded Supplier 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 Supplier as provided above, the Awarded Supplier may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The Awarded Supplier is liable for any additional costs incurred by the Sheriff as a result of the termination of a contract.
- 5. <u>SUBCONTRACTING</u>: The Awarded Supplier 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 Supplier. This statement prohibits subcontracting overall management obligations pertaining to the work and requires the Awarded Supplier to retain ultimate liability for all contractual obligations.

- 6. <u>CERTIFICATE OF INSURANCE</u>: No Work shall commence in connection with this Contract until the Awarded Supplier and any Subcontractor(s) have met the insurance requirements listed below and obtained approval of such by the HCSO. These policies, obtained at the Contractor's own expense, 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; and shall be maintained throughout the life of this Contract. All insurance policies shall be with insurers qualified and doing business in the state of Florida. The HCSO must be notified within sixty calendar days of cancellation, non-renewal, or change in the insurance coverage.
 - A. Worker's Compensation Insurance: Worker's Compensation Insurance must meet statutory minimum requirements for all employees connected with the Work of this project and in case any Work is sublet, the Awarded Supplier 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 Supplier. 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 Supplier shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the HCSO for the protection of their employees not otherwise protected. The minimum amounts required are as follows:

Employer's Liability: \$100,000 Limit each Accident

\$500,000 Limit each Aggregate

\$100,000 Limit Disease each employee

B. <u>Professional Liability Insurance</u>: Professional Liability Insurance shall meet the following minimum amounts:

1. \$500,000 per occurrence; and

2. \$1,000,000 aggregate

C. <u>Contractors Public Liability and Property Damage Insurance</u>: Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance which shall protect the Contractor from claims for damage and 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 the Contractor or by anyone directly or indirectly employed by the Contractor shall be the minimum limits as follows:

1. Comprehensive General \$300,000 bodily injury and property damage combined single limit

2. Automobile \$300,000 bodily injury and property damage combined single limit

D. <u>Comprehensive Insurance Coverage</u>: Comprehensive General Liability and Automobile Liability Insurance which shall protect the Contractor 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 the Contractor or by

anyone directly or indirectly employed by the Contractor. The minimum amounts of such insurance shall be as follows:

Commercial/Comprehensive General Liability:

1. Bodily Injury \$300,000 per person per occurrence

2. Property Damage \$300,000 per occurrence

3. Automobile Liability \$300,000 combined single limit bodily

injury and property damage

4. Garage Liability \$1,000,000 combined single limit each

occurrence

5. Garage Keepers Liability \$100,000 collision and comprehensive per

vehicle

- 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 Proposers. 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. <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.
- 9. <u>AWARD</u>: 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.
 - 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.

- 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
- 10. <u>BID OPENING</u>: 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. <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.
- 12. <u>CONTRACT PERIOD</u>: The Contract shall be effective for two (2) years from the date of award. By written mutual consent between the HCSO and the Awarded Supplier, the Contract may be extended on an annual basis for up to two (2) additional two (2) year periods.
- 13. <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 Supplier(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 two (2) 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. <u>ADDITION/DELETION</u>: 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 Supplier'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. <u>CANCELATION</u>: 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 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.

- 16. <u>ASSIGNMENT</u>: The Awarded Supplier 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. <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 Supplier(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 Supplier 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 Suppliers who default on contracts may be removed from the HCSO Supplier 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 Supplier, 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 Supplier 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. <u>DELIVERY</u>: Product(s) ordered shall be delivered within 30 calendar days After Receipt of the Order (ARO) OR 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 15 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 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. <u>EMERGENCY</u>: 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.
- 21. <u>INVOICING AND PAYMENTS</u>: The Awarded Bidder(s) shall invoice the HCSO for Work completed. All invoices must have a unique invoice number. Each vehicle shall be invoiced separately from other vehicles. Rates for repairs outside the scope of the scheduled maintenance/inspections (SMI) are to be based on a flat hourly labor rate, as noted in Bid Response, Line B.1, with separate line items for parts needed. Parts pricing will be based on the Awarded Bidder's cost plus a percentage markup, as noted in Bid Response, Line C.1 (parts cost x percentage markup). The Awarded Bidder(s) may be asked to provide proof of cost of parts upon request. Time estimates for repairs shall be based on the AllData® Parts and Labor Guide or Mitchell1® ProDemand. Labor rates are to include all overhead cost such as travel, estimate preparation, transportation of vehicle (drive or tow), shop supplies, and all incidentals.

Additional repairs shall be invoiced on a separate invoice from the (SMI). At a minimum each invoice shall include:

- The vehicle identification number (VIN)
- > HCSO vehicle number
- ➤ HSCO license plate number
- ➤ HSCO purchase order number
- ➤ HCSO work order number, if applicable
- Description of the Work performed
- ➤ Labor rate and hours billed

- Cost of parts plus percentage of markup
- Parts & Labor Guide used to determine labor rate
- ➤ Contract used to determine tire pricing (Either FSA or State contract)
- ➤ Approved SMI checklist (fully filled out & initialed)

Invoice pricing shall match the Approved Estimate for all service and repairs. The Awarded Bidder's parts cost 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 the Awarded Bidder to provide proof of cost.

Invoices shall be e-mailed to: <u>Fleet@TeamHCSO.com</u>.

Automated Clearing House (ACH) and HCSO Purchasing Card are the accepted methods of payment; please inquire at (813) 247-8276 or
AccountsPayable@TeamHCSO.com"><u>AccountsPayable@TeamHCSO.com</u>.

Payment shall be made in accordance with Chapter 218, Part VII, *Florida Statutes* which states the Supplier'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.

22. <u>EXCEPTIONS TO BID</u>: 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).

23. <u>GOVERNMENTAL PURCHASING COUNCILS</u>: All bids received shall be considered as bids to all members of the Hillsborough County and Tampa Bay Area Purchasing Cooperative, as listed below. Said members may, at their discretion, utilize this Bid as required.

Children's Board of Hillsborough County

City of Belleair Beach City of Clearwater City of Dunedin City of Gulfport

City of Indian Rocks Beach

City of Largo
City of Oldsmar
City of Pinellas Park
City of Plant City
City of Safety Harbor
City of Saint Pete Beach
City of Saint Petersburg

City of Tampa Housing Authority

City of Tarpon Springs City of Temple Terrace City of Treasure Island

Clerk of Court and Comptroller of

Hillsborough County

Hillsborough County Expressway

Authority

Hernando County

City of Tampa

Hillsborough Area Regional Transit

Authority

Hillsborough Community College

Hillsborough County Aviation Authority

Hillsborough County Board of County

Commissioners

Hillsborough County Property Appraiser Hillsborough County School Board Hillsborough County Supervisor of

Elections

Hillsborough County Tax Collector

Manatee County Board of

Commissioners

Pasco County Clerk and Comptroller

Pasco County Schools Pasco County Sheriff

Pinellas County Clerk of the Court Pinellas County Government Pinellas County School Board

Pinellas County Sheriff

Pinellas Suncoast Transit Authority

Saint Petersburg College State Attorney's Office

Tampa Airport Tampa Bay Water

Tampa Palms Community Development

District

Tampa Port Authority
Tampa Sports Authority
Town of Indian Shores

PART C - SPECIFICATIONS

1. <u>IN GENERAL</u>: The purpose of this Bid is to describe the requirements of Chad Chronister, the Sheriff of Hillsborough County, Florida, a Constitutional Officer of the state of Florida to secure one or more suppliers to provide necessary vehicle SMI and repairs on HCSO Fleet of approximately 2,600 vehicles. All Work will be performed on an as-needed basis.

In keeping with minimizing cost, the Awarded Bidder's repair facility will be located in Hillsborough County and shall have the equipment and personnel required to expeditiously complete the Work. The Awarded Bidder(s) shall further agree to give priority to repairing HCSO vehicles.

- 2. <u>SPECIFICATIONS AND SCOPE OF WORK</u>: The requirements of this Bid are for the performance of vehicle maintenance/inspections which include, but are not limited to the following routine services:
 - A. Vehicle Servicing:
 - 1) Change oil and oil filter;
 - 2) Rotate tires;
 - 3) Clean and tighten battery cables;
 - 4) Replenish all fluids; etc.
 - B. Testing of:
 - 1) Batteries;
 - 2) Headlights and Tail Lights (not emergency lights);
 - 3) Wipers;
 - 4) Horn; etc.
 - C. Checks for:
 - 1) Fuel and oil leaks;
 - 2) Cooling, steering, and transmission system leaks;
 - 3) Belt and hose condition;
 - 4) Tire, rim and brake condition;
 - 5) Air filter condition; etc.

If necessary, the items as specified herein are to be delivered to the location below:

Hillsborough County Sheriff's Office General Services Bureau – Fleet Operations 2210 North Falkenburg Road, Tampa, FL 33619

The Awarded Bidder(s) must have the facilities, equipment and personnel required to expeditiously complete the Work. The Awarded Bidder(s) must agree to give priority to HCSO Work. HCSO personnel, usually uniformed Deputies in their assigned vehicles, will drive the vehicle to and from the Awarded Bidder's service facility. In some cases, pick-up and delivery to the Fleet Operations garage may be required, upon HCSO's request. One of HCSO's Fleet Operations Service Writers will be responsible for scheduling any tow services which might be required in an emergency or safety situation.

PART C – SPECIFICATIONS Page 18 of 29

- 3. <u>ESTIMATED QUANTITIES</u>: The total estimated annual expenditure for services to be performed under this Contract is approximately \$200,000. On average, 400 vendor SMIs are performed each month. These estimates are furnished as a guide for preparing the BID RESPONSE (PART D) only and should not be construed as representing actual frequency or value of services to be provided under this Bid.
- 4. <u>SCHEDULED MAINTENANCE</u>: APPENDIX II, attached hereto, is the SMI Form which is a checklist that shall be completed for each vehicle presented for service. The SMI Form gives an overview of the services to be performed at the flat rate price requested in PART D BID RESPONSE for Item A.1.

Supplier-provided replacement parts and fluids are to be invoiced at cost plus a percentage markup (cost x percentage markup) as noted in PART D - BID RESPONSE for Item C.1. The cost of shop supplies shall be included in the flat rate price for Items A.1-A.4 and B.1-B.10 shall not be listed as an additional charge.

When an HCSO vehicle is presented for service, all agreed-upon Work shall be prioritized and completed in a timely manner. The service technician will indicate on the approved checklist (in Appendix II) the inspection results of fluid level checks (OK or Fill) and system inspections (Pass or Fail). If an inspected item is considered below established safety standards, the service technician or the supervisor shall contact the HCSO Service Writer via telephone at 813-247-0036 for instructions. If additional repair or replacement Work is authorized, the Service Writer will provide a Work Order number that shall be recorded on the invoice. No Work shall commence by the Awarded Bidder without obtaining prior authorization and a Work Order number. HCSO will not be responsible for Work completed by the Awarded Bidder without prior authorization.

The SMI Form must be filled out thoroughly with no items skipped or blank. The completed SMI Form shall be signed both by the service technician performing the service and by their supervisor. The Awarded Bidder(s) will indicate the date, time, and authorized HCSO personnel spoke with to approve additional/unforeseen repairs. The completed SMI Form shall be submitted with the invoice upon completion of Work to the Fleet Operations Section, via email, to Fleet@TeamHCSO.com.

- 5. <u>TIRE ROTATION, MEASUREMENT OF TREAD DEPTH AND BRAKE WEAR</u>: Each tire shall be inspected and rotated during each SMI and the tire tread depth, pressure reading, and production date shall be recorded on the checklist. The brake system shall also be inspected, and measurements of the rotors and pads recorded on the checklist. Any tire tread depth or brake system components measured at less than the following parameters will be replaced with an equivalent Goodyear tire or Original Equipment Manufacturer (OEM) part:
 - \triangleright Tire Tread Depth 5/32 inches or the tire warning bar
 - ➤ Rotors Manufacturer's Specifications
 - Pads (checked at top and bottom of pad):
 - Sedan 5 millimeters or 0.1969 inches
 - Truck/SUV/Van 6 millimeters or 0.2362 inches
- 6. <u>TIRES</u>: The HCSO utilizes the Florida Sheriff's Association (FSA) Tire Contract and the State of Florida's Department of Management Services' Tires, Tubes and Services Contracts (State Tire) to determine tire pricing to purchase vehicle replacement tires. The Awarded Bidder shall provide

PART C – SPECIFICATIONS Page 19 of 29

each service location with the current FSA and State Tire contracts and utilize these contracts and provide the lowest tire cost when invoicing for additional repairs.

The Awarded Bidder shall perform the following repair and replacement services at a flat rate using tire pricing from the FSA or the State Tire contracts, whichever is lowest:

- ➤ Tire change mounting, dismounting and valve stem replacement
- ➤ Tire balancing
- ➤ Tire repair tire patch only, tire plugs are not authorized Marked Patrol Vehicles require tire replacement, no repairs authorized.
- ➤ Alignments Requires authorization
 - Two Wheel Alignments, including shims
 - Four Wheel Alignments, including shims
- 7. <u>AUTOMOTIVE OIL, FILTERS, AND REPLACEMENT PARTS</u>: Approved oil and filters are as follows:
 - ➤ Oil: 5w20 Approved by the American Petroleum Institute (API) (up to 8 quarts)
 - ➤ Oil: 5w30 Approved by the American Petroleum Institute (API) (up to 8 quarts)
 - > Synthetic Oil: 0w20 (up to 8 quarts)
 - ➤ Oil Filters: 2 stage generic
 - Air Filters: Generic paper equivalent to the NAPA Pro Select

When an oil equivalent is not indicated in the manufacturer's specifications, the Awarded Bidder(s) shall obtain prior authorization and an HCSO Work Order number for use of any unauthorized oil from the Fleet Operations Section Manager.

- 8. HCSO-PROVIDED PARTS AND MATERIALS: The HCSO may require the Awarded Bidder to install parts and materials provided by the HCSO. These parts may be new or used. The Awarded Bidder shall charge the Bid Labor Rate for the installation of these parts. The installation times listed in the most recent edition of the AllData® Parts and Labor Guide or Mitchell1® ProDemand shall be used as a reference for labor charges. Use of a different Parts and Labor Guide shall be noted in the BID RESPONSE, EXCEPTIONS (PART D, Paragraph 1).
- 9. FAILED INSPECTIONS, ADDITIONAL REPAIR ESTIMATES: Should a vehicle fail any component of the SMI or should any approved Work uncover additional repair needs, especially those that would create a safety issue, the technician or their supervisor must contact the HCSO Service Writer to describe the nature and extent of the observed need and obtain further instructions before proceeding with any Work. At the Service Writer's request, the Awarded Bidder may be asked to provide written, detailed estimate for any additional repairs, which would be in addition to the SMI flat rate as noted in BID RESPONSE (PART D), Line A.1. The "time for repair" used to calculate labor cost shall be based on AllData® Parts and Labor Guide or Mitchell1® ProDemand. No additional Work or repairs shall commence until approved by the Service Writer or authorized HCSO designee with the issuance of a Work Order number which shall be recorded on the invoice.
- 10. <u>ESTIMATES</u>: The Awarded Bidder(s) shall provide a written, detailed estimate for all additional repair needs. Estimated "time for repair" used to calculate labor cost shall be based on AllData [®] Parts and Labor Guide or Mitchell1® ProDemand. Use of a different Parts and Labor Guide shall be noted in the BID RESPONSE, EXCEPTIONS (PART D, Paragraph 1). Should the Awarded Bidder(s) utilize a different Parts and Labor Guide, the Awarded Bidder(s) shall provide a means for the HCSO to verify the costs. Online access for AllData [®] Parts and Labor Guide or Mitchell1® ProDemand may be considered if there is no cost to the HCSO and if referenced pages can be printed for attachment to Work Orders.

PART C – SPECIFICATIONS Page 20 of 29

After reviewing each estimate, the Fleet Operations Section Manager reserves the right to review the estimate with the Awarded Bidder(s) and negotiate until agreement is reached that the estimate is complete and reasonable. No Work shall commence until the Fleet Operations Section Manager or their designee approves the estimate.

- 11. <u>ADDITIONAL WORK OR REPAIRS</u>: During the course of repairing a vehicle, if hidden damages or repair needs are uncovered, the Awarded Bidder(s) shall contact the Fleet Operations Section Manager or their designee to advise as to the nature and extent of the uncovered damage and provide a written estimate of the additional cost to repair. No additional Work shall commence until approved by the Fleet Operations Section Manager or their designee.
- 12. <u>TIME FOR COMPLETION OF SERVICES</u>: All authorized services and additional repairs shall be completed, and the vehicle returned to HCSO Fleet Operations or the vehicle driver within the following parameters:
 - ➤ Scheduled Maintenance/Inspection Same Day
 - ➤ Minor Repairs Same Day
 - Other Repairs Notify HCSO

If a repair is expected to take longer than three (3) business days, the Awarded Bidder(s) 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 Awarded Bidder(s) cannot complete the Work within an acceptable timeframe.

- 13. ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS: All parts installed in HCSO vehicle shall be new OEM parts matching the part being replaced. The HCSO shall not accept aftermarket parts without prior written approval by the Fleet Operations Section Manager. Replacement parts shall not in any way void the Manufacturer's warranty.
- 14. <u>OUTSIDE REPAIRS</u>: 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.
- 15. <u>VEHICLE SECURITY</u>: All HCSO vehicles shall be kept secured while in the Awarded Bidder's possession. Unless being actively serviced, all vehicles shall be locked and all vehicle keys shall be secured. To the extent provided by the law, the Awarded Bidder shall be accountable and liable for damage or loss to HCSO vehicles, to any and all personal property in the vehicles, and for all vehicle accessories and equipment. The Awarded Bidder(s) shall be responsible for returning the vehicle in the same interior and exterior condition as it was received.

As a matter of public safety, the Awarded Bidder shall only operate HCSO vehicles at HCSO's request or when performing necessary test drives on public roadways, between the hours of 7:00 A.M. and 6:00 P.M. Monday through Friday. In the event of anything other than a SMI, the Awarded Bidder will be required to conceal the emergency response lights (light bars) while operating the vehicle and shall refrain from use of any and all other law enforcement equipment and accessories. Light bar cover(s) or an equivalent covering will be provided by the Fleet Operations Section.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

PART C – SPECIFICATIONS Page 21 of 29

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 22 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 Page 22 of 29

2. <u>PRICING</u>: 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 PART D – BID RESPONSE, Paragraph 1: *Exceptions*:

ITEM	DESCRIPTION	PRICE
A.1	SMI Flat Rate (Conventional Oil – up to 8 Quarts, Filters, Fluids, Inspection)	\$ / each
A.1a	Additional Conventional Oil Per Quart	\$ / each
A.2	SMI Flat Rate (Synthetic Blend Oil – up to 8 Quarts, Filters, Fluids, Inspection)	\$ / each
A.2a	Additional Synthetic Blend Oil Per Quart	\$ / each
A.3	SMI Flat Rate (Full Synthetic Oil – up to 8 Quarts, Filters, Fluids, Inspection)	\$ / each
A.3a	Additional Full Synthetic Oil Per Quart	\$ / each
B.1	Labor – Hourly Rate	\$ / hour
B.2	Labor – Wiper Blade Installation	\$ / each
B.3	Labor – Tire Mount/Dismount	\$ / each
B.4	Labor – Tire Repair	\$ / each
B.5	Labor – Tire Balance	\$ / each
B.6	Labor – Primary Battery Replacement	\$ / each
B.6a	Labor – Secondary Battery Replacement	\$ / each
B.7	Labor – Four Wheel Alignment	\$ / each
B.8	Labor – Two Wheel Alignment	\$ / each
B.9	Labor – Air Conditioning Charge	\$ / each
C.1	Parts Pricing – Percentage Over Cost	% over cost

Address:		
		Zip Code:
Office : ()	Mobile: ()	Fax:()
Email :		
Company Website :		
BID CONTACT INFO	RMATION: Provide the contact	information for the individual subr
	Please print the information belo	ow):
Company Name:	Please print the information belo	
Company Name:	(Please print the information belo	ow):
Company Name: Contact Name & Title: Address:	Please print the information belo	ow):
Company Name: Contact Name & Title: Address: City:	Please print the information belo	ow):

SIGNATURE OF 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 1 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	

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 LPBrown@TeamHCSO.com or by fax at (813) 242-1854. Your choices or comments below will assist us in properly notifying you of future opportunities.

We, the undersigned, have declined to respond to Bid 2023-002 for the following reason(s):

<u>SPECIFICA</u>	ATIONS		NATURE OF AWA	<u>.RD</u>	
	ns are too "tight" (i.e., limited dor manufacturer)		Insufficient time war response	s provided for	
Unable to m	neet specifications		Product or an equiv	alent is not offered	
Specificatio	ns are unclear		Other		
Please provide an ex	planation:				
_					
	in on HCSO's list for future so moved from HCSO's list for fu				
Company Name:					
Officer Name:			Title:		
Address:					
City:	State:		_Zip Code:		
Office : ()	Mobile: ()	Fax : ()	
Email :					
Signature of Officer:	:		Date:		

STATEMENT OF NO BID Page 26 of 29

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 D.
	Signed copies of all Addenda or Amendments, if any.
	Completed PART D including <u>Pricing</u> and <u>Affirmation and Declaration</u> signature page.
	APPENDIX I – <i>SUPPLIER PACKET</i> to include completed Supplier 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 Page 27 of 29

PACKAGING LABEL

Below is an example LABEL which is required on the OUTSIDE of your Sealed Submittal Package. Please use this label which clearly marks the Bid Number and Title and return to the specified address no later than the proposal due date and time.

URGENT

HILLSBOROUGH COUNTY SHERIFF'S OFFICE SHERIFF'S OPERATIONS CENTER

ATTN: FINANCIAL SERVICES DIVISION – PURCHASING SECTION 2008 EAST $8^{\rm TH}$ AVE TAMPA, FL 33605

BID SUBMITTAL PACKAGE

From:

BID # 2023-002

VEHICLE SCHEDULED MAINTENANCE AND REPAIR

OPENING DATE/TIME: January 19, 2023 @ 2:00 PM EST URGENT

PACKAGE LABEL Page 28 of 29

LISTING OF ATTACHMENTS

1. APPENDIX I PDF Supplier Application Packet

2. APPENDIX II PDF Scheduled Maintenance Inspection Form

LISTING OF ATTACHMENTS Page 29 of 29