

Invitation to Bid No. 14-18

Automotive Engine Oil

# Chad Chronister, Sheriff

HILLSBOROUGH COUNTY Financial Services Division 2008 E. 8th Avenue Tampa, FL 33605



Stephanie Douglas, Buyer (813) 247-0024 sajack01@hcso.tampa.fl.us

#### **INSTRUCTIONS TO BIDDERS**

Included herein are General Terms and Conditions (Part A), Special Provisions (Part B), and Bid Response (Part C), 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 herein specified. The Bidder must manually sign the General Terms and Conditions (Part A) and Bid Response (Part C). 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 C), 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 Website	4/9/2018
Deadline to Submit Bid Package	4/23/2018
Award Notification Target Date	5/15/2018

#### Hillsborough County Sheriff's Office 2008 E. 8<sup>th</sup> Avenue Tampa, Florida

VENDOR NAME: \_\_\_\_\_

SUBJECT:

**INVITATION TO BID 14-18** 

BID TITLE:

Automotive Engine Oil

OPENING DATE & TIME: April 23, 2018 at 3:00 PM

PLACE:

Malcolm E. Beard Sheriff's Operation Center Financial Services Division, Purchasing Section

2008 E. 8th Avenue, Room 125

Tampa, Florida 33605

Bids will be received until the time and date shown and will be read aloud immediately thereafter at the "Place" indicated.

#### PART A - GENERAL TERMS AND CONDITIONS:

1. <u>Bids:</u> Must be contained in a SEALED envelope addressed to: Chad Chronister, Sheriff, 2008 E. 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 C), it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, Vendor's or manufacturer's specifications which accompany the Bid Response (Part C), contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your Bid Response (Part C).

- 2. <u>Bid Delivery:</u> The responsibility for getting the Bid to the Hillsborough County Sheriff's Office (HCSO) on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The HCSO will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Bidder shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Bids will not be accepted after the time specified for receipt. Such bids shall be returned to the Bidder unopened with the notation "This bid was received after the time designated for the receipt and opening of bids".
- 3. On-Line Documents: The HCSO is publishing documents on its website <a href="http://www.hcso.tampa.fl.us">http://www.hcso.tampa.fl.us</a> for the convenience of Vendors 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>: Bidders warrant by virtue of bidding the prices quoted in their response will be good for an evaluation period of 45 calendar days from the date of bid opening unless otherwise stated. Bidders will not be allowed to withdraw or modify their bids after the opening time and date.
- 5. <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 Vendor.

The Bidder's attention is directed to the tax laws of the State of Florida, including but not limited to Chapter 212, Florida Statutes, which apply to transactions resulting from this Bid and <u>that all applicable</u> taxes and fees shall be deemed to have been included in the Bid Response 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, 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 Vendor will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
- 9. When to Make Delivery: Deliveries resulting from this Bid are to be made during the normal working hours of the HCSO. It is the Bidder's responsibility to confirm this information.
- 10. <u>Manufacturer's Name:</u> Any manufacturers' names, trade names, brand names information and/or catalog numbers used herein are for purpose of description, reference, and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by the HCSO and such determination shall be final and binding upon all Bidders.
- 11. <u>Information and Descriptive Literature:</u> Bidder must furnish all information requested in the bid. If specified, each Bidder must submit samples, cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with previous responses will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
- 12. <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.
- 13. No Bid: If you do not wish to submit a response to the Bid, please return the Statement of "No Bid" found on page 19. The no bid information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor List.
- 14. <u>Compliance with Occupational Safety and Health Act (OSHA)</u>: Bidder certifies that all material/items contained in their response meets all OSHA requirements.
- 15. <u>Laws, Statutes and Ordinances:</u> The terms and conditions of the Bid and the resulting Contract shall be construed in accordance with the laws, statutes and ordinances applicable to Hillsborough County. Where State Statutes and regulations are referenced, they shall apply to this Bid and to the resulting Contract.
- 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 is in the best interest of the HCSO. The HCSO reserves the right to evaluate, add and/or reject any items from any bid options or resulting contract(s) when deemed to be in the best interest of HCSO.

- 17. Appropriations Clause: The HCSO, as an entity of Government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this Bid for each and every fiscal year following the fiscal year in which this Contract is executed and entered into and for which the Contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Contract, provide prompt written notice of such event and effective 30 calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such contract.
- 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 will submit a notice of protest in writing within 72 hours (excluding Hillsborough County holidays, Saturdays and Sundays) of the notice of award to the HCSO Purchasing Section by registered mail or hand delivery for which a receipt must be provided.

The Purchasing Section will have five (5) business days upon receipt of this notice to meet and consider the protest as written. The Buyer will coordinate the review process with the parties involved and may request additional information from the 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 Hillsborough County 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 person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), Fla. Stat. If you submit a response to this Bid, you are certifying that §§287.132-133, Fla. Stats. does not restrict your submission.
- 20. Public Records: Any material submitted in response to this Bid will become a public document pursuant to §119.07, Fla. Stat. This includes material which the respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, Fla. Stat. The Vendor 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.

If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this contract, contact the custodian of public records at: HCSO Records Section, 1900 East 9<sup>th</sup> Avenue, Tampa, Florida 33605, Phone 813-247-8210 or email at hcsorecords@hcso.tampa.fl.us

21. Specifications: Attached

CHAD CHRONISTER, SHERIFF HILLSBOROUGH COUNTY, FLORIDA

Christina R. Porter, CPA
Chief Financial Officer

Company Name	
Print Signer's Name	Date

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID AFTER COMPLETING PARAGRAPH 22. EACH VENDOR'S BID AND ANY CLARIFICATIONS TO THAT BID AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN THE BID RESPONSE, EXCEPTIONS (PART C, PARAGRAPH 1).

#### PART B - SPECIAL PROVISIONS

#### 1. <u>IN GENERAL</u>

The purpose of this Invitation to Bid (Bid) is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) to secure a vendor for the procurement of automotive engine oil in bulk for a one (1) year period on an as needed basis.

#### 2. SCOPE OF WORK

The requirements of this bid include furnishing a licensed, API approved 5W-30 automotive engine oil. Warranty statements and specification sheets are to be provided for all items submitted.

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

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

The HCSO maintains two (2) 500 gallon bulk oil tanks. Items ordered shall be delivered within one (1) business day After the Receipt of the Order. Therefore, the successful bidder must maintain a sufficient and available inventory to meet strict delivery requirements.

#### 3. ESTIMATED QUANTITIES

The estimated annual usage of 5W-30 engine oil is 6,000 gallons. On average, an order is placed monthly for 500 gallons.

Estimated quantities, if provided, are furnished as a guide for preparing the Bid Response (Part C), and should not be construed as representing actual quantities to be purchased under this Bid.

#### 4. COMMUNICATION BETWEEN PARTIES

All questions in regard to this Bid are to be directed, in writing to the Buyer: Stephanie Douglas, at <a href="mailto:sajack01@hcso.tampa.fl.us">sajack01@hcso.tampa.fl.us</a> or by fax at 813-242-1851. No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this RFP prior to the Opening Date and Time on page four (4).

In the interest of public access, all documents relating to this Bid will be posted to the HCSO website at <a href="http://www.hcso.tampa.fl.us">http://www.hcso.tampa.fl.us</a>. This will include Q & A responses, amendments, addenda etc. Posting documents to the HCSO website is considered the official method of notification regardless of other notification methods the Buyer utilizes for convenience of the parties involved.

#### 5. <u>VENDOR QUALIFICATIONS</u>

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 award of any contract, for determining ability to meet terms and conditions as set forth herein. Bidders shall have

engaged in business in the Hillsborough County area for a period of not less than two (2) years.

The Vendor Packet attached as Appendix I must be returned with your Proposal Response along with copies of Hillsborough County Business Tax Receipt or other local government license to do business. Current Certificates of Insurance for Liability and Workers Compensation must also be included.

#### 6. BRAND NAMES

Brand names, when furnished, are for reference purposes and to establish a standard of quality. The evaluation of bids and the determination as to equality of products offered shall be the sole and final responsibility of the HCSO and will be based on information and/or samples furnished by the Bidder.

#### 7. SUBSTITUTION

The Vendor shall not substitute items for like items except in the case of an unforeseen event in shipping or manufacturing causing a shortage of said items. Such measures may only be enacted after verifying that it will be allowed by the HCSO. Any violation of such procedure will be considered cause for cancelation. All substitutes will be annotated as such on the shipping documents.

#### 8. CONFLICT OF INTEREST

The Operator agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, Fla. Stat. regarding Standards of conduct for public officers, employees of agencies, and local government attorneys.

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

#### 9. AWARD

Award shall be made to the most 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.

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 will 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 <a href="http://www.hcso.tampa.fl.us">http://www.hcso.tampa.fl.us</a>, on the Purchasing Page. If you do not have internet access, and would like a copy of the bid results, contact the Purchasing Section at (813) 247-8068.

#### 10. BID OPENING

Bidders are welcome to attend the bid opening where Bidder names will be read and unit prices read if

requested. Award however will be dependent upon the determination that Bidders are both responsive and responsible and any other evaluation criteria stated in the bid document. 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.

#### 11. <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 years.

#### 12. <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 Vendor(s) notify the HCSO, Financial Services Division of the pending increase or decrease a minimum of 30 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.

#### 13. ADDITION/DELETION

The HCSO reserves the right to add or delete services from this Bid or resulting Contract(s) when deemed to be in the best interest of the HCSO. Any additions or deletions to the Bid will be considered amendments. Any additions or deletions to the Contract will constitute a change order and must be executed in writing and approved by the Chief Financial Officer (CFO). The change order will consist of a memo to the CFO describing the justification for the change accompanied by the Vendor's written, fixed price quote for each change to be added. If approved by the CFO, the service description and price change will be added to the Contract and recorded on the original bid tabulation/price sheet.

#### 14. <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 services and/or materials provided through the date of receipt of written notice of cancelation may be invoiced to the HCSO and will be considered for payment providing documentation of said expenses are forwarded with the request for payment.

#### 15. DEFAULT

The Contract may be canceled or annulled by the HCSO CFO in whole or in part by written notice of default to the Vendor upon non-performance or violation of contract terms. An award may be made to the next best responsive and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Vendor to deliver services within the time stipulated in this Bid, unless extended in writing by the Financial Services Division, shall constitute

contract default. Vendors who default on contracts may be removed from the HCSO Vendor List and determined ineligible for future contracts at the discretion of the CFO.

#### 16. NEXT BEST BIDDER

In the event of a default by the Vendor, the HCSO reserves the right to utilize the next best responsive and responsible Bidder. In the event of this occurrence, the new Vendor shall be required to provide the Bid services at the prices as contained in their Bid Response (Part D), for the remainder of the award period.

#### 17. EMERGENCY

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

#### 18. CERTIFICATES OF INSURANCE

The Vendor shall not commence any Work in connection with this Contract until they have obtained all the following types of insurance and such insurance has been approved by the HCSO, nor shall the Vendor allow any subcontractor to commence Work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

All insurance policies shall be with insurers qualified to do business in Florida. The HCSO shall be notified within thirty (30) calendar days of cancellation, non-renewal, or change in the insurance coverage. The Vendor understands and agrees that the stipulated limits of coverage listed herein shall not be construed as a limitation of any potential liability to the HCSO, or to others, and the HCSO's failure to request, receive, or retain, evidence of this insurance coverage shall not be construed as a waiver of the Vendor's obligation to provide and maintain the insurance coverage specified.

The Vendor understands and agrees that the HCSO does not waive its immunity and nothing herein shall be interpreted as a waiver of the HCSO's rights, including the limitation of waiver of immunity, as set forth in §768.28, Fla. Stat. or any other statutes, and the HCSO expressly reserves these rights to the fullest extent allowed by law.

- a. Worker's Compensation and Employer's Liability Insurance: The Vendor shall provide and maintain during the life of this Contract, Worker's Compensation Insurance and Employer's Liability Insurance for all employees engaged in work under this Contract in accordance with the laws of the State of Florida. The amount of Employer's Liability insurance shall not be less than the amount specified.
  - Worker's Compensation: Florida Statutory Requirements
  - Employer's Liability: \$1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee
- b. <u>Commercial General Liability Insurance</u>: The Vendor shall provide and maintain during the life of this Contract, Commercial General Liability Insurance to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures (if applicable). Completed operations liability coverage shall be maintained for a minimum of one (1) year following completion of Work. The amount of Commercial General Liability insurance shall not be less than the amount specified.
  - \$300,000 each occurrence
- c. <u>Automobile Liability Insurance</u>: The Vendor shall provide and maintain during the life of this Contract, Automobile Liability Insurance to be maintained in accordance with the laws of the State

of Florida, as to the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles. The amount of each insurance type shall not be less than the amount specified.

• \$1,000,000 combined single limit

#### 19. INVOICING AND PAYMENTS

The Vendor may invoice the HCSO for material(s)/item(s) ordered as shipped or delivered. All invoices must have a unique invoice number and include: shipping location, description and quantity of items shipped, stock number and unit price. Include the HCSO purchase order number on invoices unless payment is made by HCSO Purchasing Card. 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.

Invoices shall be addressed to:

Hillsborough County Sheriff's Office

Attention: Accounts Payable

P.O. Box 3371 Tampa, FL 33601

Or emailed to: accountspayable@hcso.tampa.fl.us

ACH and HCSO Purchasing Card are preferred methods of payment, and available upon request and authorization. Please inquire at accountspayable@hcso.tampa.fl.us or at 813-247-8276.

#### 20. EXCEPTIONS TO BID

All Bid Packages must clearly state with specific detail all deviations to the requirements imposed upon the Bid by the General Terms and Conditions (Part A) and Special Provisions (Part B). Such deviations should be stated upon the Bid Response (Part C), or appended thereto. Bidders are hereby advised that the HCSO will only consider Bid Responses that meet the specifications and other requirements imposed upon them by this Bid. In instances where an exception is stated upon the Bid Response (Part C), said Bid Response will be subject to rejection by the HCSO in recognition of the fact that said Bid Response does not meet the exact requirements imposed upon the Bidder by the General Terms and Conditions (Part A) and the Special Provisions (Part B).

#### 21. GOVERNMENTAL PURCHASING COUNCILS

All bids received shall be considered as bids to all members of the Hillsborough County and Tampa Bay Area Government Purchasing Councils. Said members may, at their discretion, utilize this Bid as required.

Children's Board of Hillsborough County
City of Plant City
City of Tampa
City of Tampa Housing Authority
City of Temple Terrace
Clerk of Circuit Court of Hillsborough County
Hillsborough Community College
Hillsborough County Aviation Authority
Hillsborough County Property Appraiser
Hillsborough County Purchasing

Hillsborough County School Board
Hillsborough County Supervisor of Elections
Hillsborough County Tax Collector
Hillsborough County Transit Authority
State Attorney's Office
Tampa Port Authority
Tampa Sports Authority

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#### PART C - BID RESPONSE

The undersigned understands that this Bid Package must be signed in ink and that the unsigned Bid Package will be considered incomplete and subject to rejection by the Hillsborough County Sheriff's Office (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 <u>GENERAL TERMS AND CONDITIONS</u> (PART A), AND THE <u>SPECIAL PROVISIONS</u> (PART B), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID BIDDER MAKES THIS BID.

#### \* \* \* USE INK ONLY \* \* \*

#### ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS

#### BID PACKAGE TO BE CONSIDERED BY THE HCSO

EXCEPTIONS TO BID: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS BID PACKAGE TO BE REJECTED BY THE HCSO. ALL BIDDERS SHOULD CAREFULLY READ PARAGRAPH 20 OF THE SPECIAL PROVISIONS (PART B).

1.	EXCEPTIONS: The following represents every deviation (itemized by number) to the foregoing General Terms and Conditions (Part A) and Special Provisions (Part B) upon which this Bid Package is based, to wit:

### 2. PRICING

The undersigned has carefully examined the Bid Package and all conditions affecting the cost of the service or items required by the HCSO.

The undersigned certifies that any exceptions to the Bid specifications are noted on the attached exceptions form. All specifications not noted thereon are as requested. The undersigned also understands that any exceptions presented after the award, may be cause for cancelation of award.

We hereby propose to furnish the below described service or commodity in accordance with the Bid Package, except as noted on attached Exceptions Form:

\$ r print) Fax #:	
Fax #:	
d response. (Please typ	e or print)
Fax #:	
_	Fax #:

#### 5. AFFIRMATION AND DECLARATION

Respectfully submitted by.

At this present time, we understand all requirements and warrant that as a serious Bidder we will comply with all the stipulations included in the Bid Package. The undersigned must be an officer of the company or a designated agent empowered to bind the company in contract.

The below named Bidder affirms and declares:

- a) That Bidder is of lawful age and that no other person, firm or corporation has any interest in this Bid offered to be entered into;
- b) That this Bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud;
- c) That the Bidder is not in arrears to Hillsborough County or the HCSO upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the HCSO;
- d) That no officer, employee or person whose salary is payable in whole or in part from HCSO, is, shall be or become interested, directly or indirectly, surety or otherwise in this Bid Response; in the performance of the contract; in the supplies, materials, equipment, and Work or labor to which they relate; or in any portion of the profits thereof.

The undersigned agrees that this Bid shall remain open for 45 days following the opening of bids.

Company Name:	
Print Signer's Name	Date
Signature of Company Officer	Title

#### **REFERENCE LIST**

References should be customers to which you provide similar commodities or services. It is the Bidder's responsibility to verify that the entity listed as a Reference will in fact comply as a reference and that the information provided for each Reference listed below is accurate.

Note: The Hillsborough County Sheriff's Office may not be listed as a reference, (Please type or print).

1.	Company Name:
	Contact Name & Title:
	Direct Phone Number:
	Email Address:
	Commodity/Service Provided:
2.	Company Name:
	Contact Name & Title:
	Direct Phone Number:
	Email Address:
	Commodity/Service Provided:
3.	Company Name:
	Contact Name & Title:
	Direct Phone Number:
	Email Address:
	Commodity/Service Provided:

# **Bid Package Checklist**

The following checklist is included to assist the Bidder in submitting all required documents for a complete Bid Package. Additional documentation may be requested by the HCSO to ensure contract compliance. Please mark the box under the "YES" column to indicate that the document has been included in the Bid Package.

Description of Document	Page #	YES
Complete Vendor Name above Part A - General Terms and Conditions	4	
Sign & complete acknowledgment of Part A - General Terms and Conditions	7	
Current Insurance Certificate(s)	11-12	
Complete Part C – Bid Response #1 (if not applicable indicate N/A)	14	
Complete Part C – Bid Response #2, 3 & 4	15	
Sign & Complete Part C - Bid Response #5	16	
Complete Reference List	17	
Sign & complete Appendix I – Vendor Application	Attached	
Sign & complete Addenda/Amendment Acknowledgement Form (if applicable)		

## STATEMENT OF NO BID

NOTE: If you do not intend to respond to this Invitation to Bid, please return this form immediately to:

# HILLSBOROUGH COUNTY SHERIFF'S OFFICE FINANCIAL SERVICES DIVISION

Email to: <u>purchasing@hcso.tampa.fl.us</u> Or Fax 813-242-1826

We, the undersigned, have declined to respond on Bid No. 14-13	8 Automotive Engine Oil for the following reasons
Specifications too "tight", i.e., geared toward one brand	or manufacturer only (explain below).
Insufficient time to respond.	
We do not offer this product or an equivalent.	
Our Product schedule would not permit us to perform.	
Unable to meet specifications.	
Unable to meet Bond Requirements.	
Specifications unclear (explain below).	
Other (specify below)	
We understand that if the "No Bid" letter is not executed and ret qualified Vendors for the Hillsborough County Sheriff's Office. (PLEASE PRINT)	urned, our name may be deleted from the list of
COMPANY NAME	DATE
COMPANY OFFICER	TITLE
TELEPHONE NUMBER	
SIGNATURE	

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.

## CHAD CHRONISTER, SHERIFF 2008 E. 8<sup>TH</sup> AVE TAMPA FL 33605

ATTN: PURCHASING 813-247-8034

## **BID PACKAGE SUBMITTAL**

From: \_\_\_\_\_

BID # 14-18

AUTOMOTIVE ENGINE OIL

**OPENING DATE/TIME:** 

April 23, 2018 @ 3:00 PM