

INVITATION TO BID 2021-016 VEHICLE REPAIRS

MARCH 22, 2021

HILLSBOROUGH COUNTY SHERIFF'S OFFICE



CHAD CHRONISTER, SHERIFF

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

INSTRUCTIONS TO BIDDERS

Included herein are GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), SPECIFICATIONS (PART C) and BID RESPONSE (PART D), which together with all attachments, constitute the entire "Bid Package". Said Bid Package must be the basis upon which all bids are offered and must be kept together and returned, intact, by the time and at the place specified herein. The Bidder must manually sign the GENERAL TERMS AND CONDITIONS (PART A) and BID RESPONSE (PART D). Any questions concerning this Invitation to Bid (Bid) should be directed to the Buyer whose name appears above.

When awarded, the Bid Package becomes the "Contract Document". The Bidder's signature on the BID RESPONSE (PART D), constitutes Bidder's agreement to the terms therein. The signature on the Bid Package must be that of an Officer of the Company, or an individual authorized to commit the Company to a legal and binding Contract. READ THE ENTIRE BID PACKAGE CAREFULLY BEFORE SIGNING.

NOTICE TO BIDDERS

WHEN SUBMITTING A SEALED BID PACKAGE, CLEARLY MARK THE PACKAGE AS A BID DOCUMENT ON THE <u>OUTSIDE</u> OF THE ENVELOPE OR BOX. INCLUDE THE BID NUMBER AND THE DATE AND TIME OF THE BID OPENING.

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PROPOSED SCHEDULE OF EVENTS	DATE
Bid Advertised / Posted to HCSO and OSD Websites	March 22, 2021
DEADLINE TO SUBMIT BID	April 6, 2021
Award Notification Target Date	April 14, 2021

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HILLSBOROUGH COUNTY SHERIFF'S OFFICE

2008 East 8th Avenue Tampa, Florida 33605

SUBJECT: Invitation to Bid 2021-016

BID TITLE: Vehicle Repairs

BID OPENING DATE & TIME: April 6, 2021 at 3:00 PM

PLACE: Hillsborough County Sheriff's Office

Sheriff's Operations Center

Financial Services Division - Purchasing Section

2008 East 8th Avenue Tampa, FL 33605

<u>Bid Overview</u>: The purpose of this Invitation to Bid (Bid) is to describe the requirements of Chad Chronister, the Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida ("Sheriff") to secure a qualified Vendor(s) to restore Hillsborough County Sherriff's Office (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 2,400 vehicles in the HCSO Fleet. These vehicles are dispersed throughout the five (5) HCSO Districts and the Fleet Maintenance 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.

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PART A - GENERAL TERMS AND CONDITIONS

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

If our specifications, when included, are not returned with your Bid, and no specific reference is made to them in your BID RESPONSE (PART D), it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, company's or manufacturer's specifications which accompany the BID RESPONSE (PART D), contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your BID RESPONSE (PART D).

- 2. <u>BID DELIVERY</u>: The responsibility for getting the Bid to the HCSO on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The HCSO will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Bidder shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Bids will not be accepted after the time specified for receipt.
- 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 Vendor.

The Bidder's attention is directed to the laws of the State of Florida including, but not limited to, Chapter 212, Florida Statutes, which applies to all transactions resulting from this Bid, and that all applicable taxes and fees shall be deemed to have been included in the BID RESPONSE (PART D) as part of the materials cost, when applicable.

- 6. <u>BID ERRORS</u>: When errors are found in the extension of bid prices, the unit price will govern. Bids having erasures or corrections must be initialed in ink by the Bidder.
- 7. <u>CONDITION OF MATERIALS AND PACKAGING</u>: Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Bid shall be NEW and in FIRST CLASS CONDITION or FIRST QUALITY, that all containers shall be NEW and suitable for storage or shipment, and that prices include standard commercial packaging for the items shipped.

- 8. <u>CLAIMS</u>: The Awarded Vendor will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
- 9. <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 found on page 27. The "No Bid" information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor List.
- 13. <u>COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)</u>: The Bidder certifies that all material/items contained in their response meets all OSHA requirements.
- 14. <u>LAWS, STATUTES, AND ORDINANCES</u>: The terms and conditions of the Bid and the resulting Agreement shall be construed in accordance with the laws and statutes of the state of Florida and ordinances and other regulations of Hillsborough County. Where such statutes and regulations are referenced, they shall be interpreted to apply to this Bid and to the resulting Agreement. While the Sheriff is not bound by Chapter 287, *Florida Statutes*, in the spirit of fair dealing and just opportunity, the HCSO endeavors to meet the directives and business practices articulated in the Chapter.

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

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

- 15. <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. APPROPRIATION OF FUNDS: The HCSO, as an entity of local government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this Bid for each and every fiscal year following the fiscal year in which this Contract is executed and entered into, and for which the Contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Contract, provide prompt written notice of such event and effective 30 calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such Contract.
- 18. <u>PROTESTS</u>: Any 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 Vendor 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 Vendor, 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 vendor list for a period of 36 months from the date that the person or affiliate was placed on the convicted vendor list, unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), *Fla. Stat.* If you submit a proposal in response to this Bid, you are certifying that §§287.132-.133, *Fla. Stats.*, does not restrict your submission.
- 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, **②** (813) 247-8210 or at □ HCSORecords@HCSO.Tampa.FL.US.

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

By: Alb Mondo Christina R. Porter, CPA Chief Financial Officer

SIGNATURE OF ACKNOWLEDGMENT

The General Terms and Conditions outlined above are acknowledged. Our Bid is attached.			
Company Name			
Company Officer Name (Printed)	Title		
Company Officer Signature	Date		
NOTE: THIS PAGE MUST BE RETURNED W	VITH YOUR BID. EACH COMPANY'S BID, AND		

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

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PART B - SPECIAL PROVISIONS

- 1. <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 VENDOR 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 record, personnel, equipment, facilities and organization of the Bidder. The HCSO shall determine whether the evidence of responsibility and ability to perform is satisfactory, and will make awards only when such evidence is deemed satisfactory. The Sheriff reserves the right to reject a Bid when evidence indicates the inability to perform the work specified within the Bid.
- E-VERIFY REQUIREMENT: Pursuant to §448.095, Fla. Stat., the Sheriff requires the Awarded 4. Vendor, 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 Vendor enters into a contract with a subcontractor, the subcontractor must provide the Awarded Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awarded Vendor shall maintain a copy of such affidavit for the duration of the contract. If the Sheriff has a good faith belief that the Awarded Vendor 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 Vendor otherwise complied with this subsection, the Sheriff will promptly notify the Awarded Vendor and order the Awarded Vendor 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 Vendor as provided above, the Awarded Vendor may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The Awarded Vendor 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 Vendor 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 Vendor. This statement prohibits subcontracting overall management obligations pertaining to the work and requires the Awarded Vendor 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 Vendor 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 Vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Awarded Vendor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous Work under this Contract at the site of the project is not protected under the Worker's Compensation statute, the Awarded Vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the HCSO for the protection of 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>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.
- C. <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.
- 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 Bidders. The HCSO will not allow substitutions to the brand name, model number or the configuration of the requested equipment or service unless authorized in writing. All items not specifically mentioned but which are standard factory items shall be included. Manufacturer's specification sheets shall be furnished upon request.
- 8. <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. Award may be made to more than one (1) Bidder to ensure that Work is completed in a timely manner.
 - A. Award will be dependent upon the determination that the Bids are responsive, Bidders are responsible, evaluation criteria stated in the Bid document and any other evaluation criteria deemed relevant and beneficial. Bids and Bidders determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation. Tabulation of the Bid prices and Bidder rankings, if applicable, will be published at the time of Award. All Bidders responding with a Bid will receive a copy of the Bid tabulation.
 - B. Notification of Award will be sent to the Bidder receiving the Award. Bid results will be published on the HCSO website: https://TeamHCSO.com/Purchasing.

- 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>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 Awarded Vendor, the Contract may be extended for up to three (3) additional one (1) year periods.
- 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 Awarded Vendor(s) notify the HCSO's Financial Services Division of the pending increase or decrease a minimum of 60 calendar days prior to the end of each one (1) year period for which the Bid was awarded. Said notification shall consist of manufacturer's proof of increase and shall include each individual item, the amount of increase/decrease, and the applicable Bid Item Number. Failure to comply with these instructions shall be grounds for disallowance of the escalation/de-escalation clause as stated herein.
- 13. <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 Vendor's written, fixed price quote for each item to be added. If approved by the CFO, the item will be added to the Contract and recorded on the original Bid tabulation/price sheet.
- 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 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.

- 15. <u>ASSIGNMENT</u>: The Awarded Vendor 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.
- 16. <u>DEFAULT</u>: The Contract may be canceled or nullified by the HCSO's CFO in whole, or in part, by written notice of default to the Awarded Vendor(s) upon non-performance or violation of Contract terms. An award may be made to the next best responsive Bid and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Awarded Vendor to deliver materials, or items within the time stipulated in this Bid, unless extended in writing by the Financial Services Division, shall constitute Contract default. Awarded Vendors who default on contracts may be removed from the HCSO Vendor List and determined ineligible for future contracts at the discretion of the CFO.
- 17. <u>NEXT BEST BIDDER</u>: In the event of a default by the Awarded Vendor, or cancelation by HCSO, the HCSO reserves the right to utilize the next best responsive Bid and responsible Bidder. In the event of this occurrence, the new Awarded Vendor shall be required to provide the Bid items at the prices as contained in their BID RESPONSE (PART D), for the remainder of the award period.
- 18. <u>DELIVERY</u>: Product(s) ordered shall be delivered in accordance with estimated time for delivery identified in BID RESPONSE (PART D), if indicated. 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 ten (10) calendar days of the time of backorder (original date of receipt). If the backorder cannot be filled within the time frame of this requirement, the HCSO's Financial Services Division shall be notified, in writing, thus permitting the HCSO to obtain the required materials/items and/or exercise its options as stated herein.
- 19. <u>PRODUCT RETURNS</u>: Products returned due to HCSO error, quality problems, duplicate shipments, outdated product, incorrect item shipped, or Awarded Vendor errors otherwise not specified shall be replaced with specified products or the HCSO shall be credited/refunded for the full purchase price. There shall be no restocking fee if returned products are resalable. Product returns shall be replaced within three (3) business days of notification to the Awarded Vendor. Delivery terms for a replacement product shall be the same as those set forth in SPECIAL PROVISIONS, *DELIVERY* (PART B, Paragraph 18). Returned items shall be shipped or picked up by the Awarded Vendor.
- 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>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).
- 22. <u>GOVERNMENTAL PURCHASING COUNCILS:</u> All bids received shall be considered as bids to all members of the Hillsborough County and Tampa Bay Area Government Purchasing Councils, 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

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

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

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PART C - SPECIFICATIONS

1. <u>IN GENERAL</u>: The purpose of this Invitation to Bid (Bid) is to describe the requirements of Chad Chronister, the Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida ("Sheriff") to secure a qualified Vendor to restore HCSO vehicles to optimal vehicle performance. The expeditious return of HCSO vehicles is a crucial element for continued public safety in Hillsborough County. There are approximately 2,400 vehicles in the HCSO Fleet. These vehicles are dispersed throughout the five (5) HCSO Districts and the Fleet Maintenance Section.

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

2. <u>SPECIFICATIONS AND SCOPE OF WORK</u>: The requirements of this Bid include, but are not limited to, the repair of: mechanical, electrical and electronic systems, engine, brake, fuel, ignition, cooling, transmission, suspension, air bag, air conditioning and the repair and replacement of tires. All Work will be performed on an as-needed basis.

HCSO personnel, typically uniformed Deputies in their assigned vehicles, will drive the vehicle to and from the Awarded Vendor's service facility. In some cases, HCSO vehicles which are safe to operate to and from the service facility will require pick up from and delivery to the HCSO Fleet Maintenance garage by the Awarded Vendor's authorized personnel. The HCSO Fleet Service Writer will be responsible for scheduling any tow services which might be required in an emergency or safety situation.

HCSO vehicles are located at:

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

- 3. <u>SERVICE PROVIDER LOCATIONS</u>: Consideration will be given to Bidders who have a service facility in each District of the HCSO. The HCSO District Boundary Map hereto as APPENDIX III. The Awarded Vendor shall complete and return APPENDIX IV *Service Provider Locations*, with the BID RESPONSE (PART D) indicating all authorized service provider locations within Hillsborough County and contact information. The Awarded Vendor shall provide HCSO with current contact and location information whenever information is changed or updated.
- 4. <u>SERVICE HOURS OF OPERATION</u>: The Awarded Vendor shall be open a minimum of the following hours:

Monday – Friday 7:00 A.M. – 6:00 P.M. 8:00 A.M. – 4:00 P.M. Sunday 10:00 A.M. – 4:00 P.M.

Exceptions to the store hours, if any, must be noted in the BID RESPONSE, *Exceptions* (PART D, Paragraph 1).

5. <u>ESTIMATED QUANTITIES</u>: The estimated annual expenditure for services to be performed under this Contract is approximately \$450,000. This estimate is furnished as a guide for preparing the BID RESPONSE (PART D), and should not be construed as representing actual value of services to be provided under this Bid.

PART C - SPECIFICATIONS Page 16 of 29

- 6. <u>LABOR RATES</u>: Labor rates are to include all overhead cost such as travel, estimate preparation, shop supplies, and all incidentals.
- 7. <u>VEHICLE INFORMATION</u>: The HCSO Fleet currently includes, but is not limited to, the following makes and models:

Make	Model	Years	Engine Size
Chevrolet	Camaro	2012 - 2020	2.5, 3.6 Liter
Chevrolet	Equinox	2016 – 2020	3.6 Liter
Chevrolet	Express Vans	2015 – 2020	4.8 Liter
Chevrolet	Impala	2004 – 2019	3.5, 3.6 Liter
Chevrolet	Malibu	2007 – 2020	2.4, 2.5, 3.0 Liter
Chevrolet	Silverado	2011 - 2021	5.3 Liter
Chevrolet	Tahoe	2010 - 2021	5.3 Liter
Chevrolet	Traverse	2018 - 2020	3.6 Liter
Dodge	Caravan	2003 – 2020	3.6 Liter
Dodge	Challenger	2011 - 2020	3.6 Liter
Dodge	Chargers	2012 – 2020	3.6, 5.7 Liter
Dodge	Durango	2012 - 2020	3.6, 5.7 Liter
Dodge	RAM	2010 – 2020	3.6, 5.7 Liter
Ford	E-150	2004 – 2009	4.2, 4.6, 5.4 Liter
Ford	E-250	2003 – 2011	5.4 Liter
Ford	E-350	2000 – 2021	5.4 Liter
Ford	Escape	2017 - 2020	1.5, 2.0 Liter
Ford	Explorer	2018 - 2020	2.3, 3.0, 3.3H, 3.7 Liter
Ford	F-150	2003 – 2020	4.6, 5.0, 5.4 Liter
Ford	F-250	2003 – 2019	5.2, 5.4, 6.2, 6.8 Liter
Ford	F-350	2002 – 2016	5.2, 5.4, 6.2, 6.8 Liter
Ford	Focus	2009 – 2017	2.0 Liter
Ford	Fusion	2011 – 2019	2.5 Liter
Ford	Interceptor	2016 – 2020	3.3, 3.7 Liter
Ford	Taurus	2010 – 2019	3.5, 3.7 Liter
Ford	Transit	2015 - 2020	3.5, 3.7 Liter
KIA	Optima	2008 – 2018	2.4 Liter
Nissan	Altima	2011 – 2020	2.5, 3.5 Liter
Nissan	Maxima	2011 - 2020	3.5 Liter
Nissan	Pathfinder	2017 - 2020	3.5 Liter
Nissan	Rogue	2015 – 2020	2.5 Liter
Toyota	Camry	2009 – 2020	2.5, 3.5 Liter
Toyota	Corolla	2009 - 2020	1.8, 2.0 Liter

PART C - SPECIFICATIONS Page 17 of 29

- 8. <u>TYPE OF REPAIRS</u>: HCSO vehicle repairs will include but not be limited to the following:
 - ➤ Remove and replace airbags and related systems
 - Remove, replace, repair and rebuild engines
 - > Remove, replace, repair and rebuild differentials
 - ➤ Remove, replace, repair and rebuild heads, valves, and reseat valves
 - > Remove and replace water pumps, timing chains, etc.
 - > Remove, replace, repair and rebuild transmissions
 - ➤ Flashing and/or remapping ECMs and BCMs
 - ➤ Repair all types of brake systems
 - ➤ Repair, rebuild and align front ends
 - ➤ Repair or replace all types of electrical systems and component parts, including batteries and emergency lights
 - Repair or replace fuel systems and component parts
 - Repair or replace air conditioning systems and component parts (R12 and 134A)
 - > Scheduled Maintenance Inspections, as needed, with other repairs
- 9. <u>SCHEDULED MAINTENANCE</u>: When a vehicle presents to a service facility for repairs and also requires a Scheduled Maintenance Inspection (SMI), a Scheduled Maintenance Inspection (SMI) Form, hereto as APPENDIX II, shall be completed for each vehicle requiring an SMI. The SMI Form gives an overview of the services to be performed at the flat rate price requested in the BID RESPONSE, *Pricing Line A.2* (PART D, Paragraph 2). At a minimum, the SMI Flat Rate shall include: vehicle inspection; completed SMI Form; up to six (6) quarts of oil; oil filters; washer fluid; and tire rotation. The Bidder may include with their Bid Response a copy of their SMI Form for review and consideration for use by the HCSO.

Vendor-supplied replacement parts and fluids not included in the SMI Flat Rate are to be invoiced at cost plus a percentage markup (cost x percentage markup) as noted in the BID RESPONSE, *Pricing - Line B.1* (PART D, Paragraph 2). The cost of shop supplies shall be included in the SMI Flat Rate and the Bid Labor Rate for repairs and shall not be listed as an additional charge.

When an HCSO vehicle is presented for service or repairs, all agreed upon Work shall be prioritized and completed in a timely manner. The service technician will indicate on the approved SMI Form 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 will contact the HCSO Service Writer 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 written estimate and invoice. No Work shall commence by the Awarded Vendor without obtaining prior authorization and Work Order number. HCSO will not be responsible for Work completed by the Awarded Vendor without prior authorization.

The completed SMI Form shall be signed by the service technician performing the inspection and by their supervisor. The Awarded Vendor will assign an identification (ID) number to all SMI technicians to be used in conjunction with their signature to ensure proper identification. The completed SMI Form shall be provided with the invoice. Upon completion of Work, invoices and attached SMI Forms shall be faxed or emailed to the Fleet Maintenance Section as provided in SPECIFICATIONS, *Invoicing and Payments* (Part C, Paragraph 16).

10. <u>TIRE ROTATION, MEASUREMENT OF TREAD DEPTH AND BRAKE WEAR</u>: When a vehicle presents for tire repair or replacement, each tire is to be inspected. Each tire tread depth must meet the minimum safety requirements listed below.

PART C - SPECIFICATIONS Page 18 of 29

When a brake system repair is required, each brake system component shall be inspected and must meet the minimum safety requirements. Any tire tread depth or brake system components measured at less than the following parameters will be replaced with an equivalent Goodyear tire or 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
- 11. <u>TIRES</u>: The HCSO utilizes various contracts to determine the lowest tire pricing for vehicle replacement tires, such as, the Florida Sheriff's Association (FSA) Tire Contract and the State of Florida's Department of Management Services Tires, Tubes and Services (State Tire) Contract. The Awarded Vendor shall provide and keep current each service provider location with the current contracts to determine the lowest tire pricing. The Awarded Vendor shall be expected to perform the following repair and replacement services at a flat rate as noted in the BID RESPONSE, *Pricing* (Part D, Paragraph 2):
 - ➤ 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
- 12. <u>AUTOMOTIVE OIL AND FILTERS</u>: Approved oil and filters are as follows:
 - ➤ Oil: 5w20, 5w30 Approved by the American Petroleum Institute (API) (up to 6 quarts)
 - ➤ Oil Filters: 2 stage generic
 - ➤ Air Filters: Generic paper equivalent to the NAPA Pro Select

Synthetic oil is not an approved oil. The Awarded Vendor shall use the conventional oil equivalent of the manufacturer's specifications. When a conventional oil equivalent is not indicated in the manufacturer's specifications, prior authorization from the HCSO Fleet Section Manager and an HCSO Work Order number is required to use full synthetic oil.

- 13. <u>ADDITIONAL DELIVERY</u>: Parts and tires ordered shall be delivered in accordance with estimated time for delivery identified in BID RESPONSE (PART D) whether being delivered to Fleet Maintenance or to the Service Facility for repairs.
- 14. <u>ESTIMATES</u>: For each vehicle presented for repair or should a vehicle fail any component of the SMI 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 <u>before proceeding with any work</u>. The Awarded Vendor shall provide a written, detailed estimate which would be in addition to the SMI flat rate as noted in BID RESPONSE, *Pricing Line A.2* (PART D, Paragraph 2). No additional Work 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.

PART C - SPECIFICATIONS Page 19 of 29

At a minimum each estimate shall include:

- ➤ Vehicle Identification Number (VIN)
- ➤ HCSO Vehicle Number
- > HCSO License Plate Number
- > HCSO Work Order Number
- Description of Proposed Work to be performed
- ➤ Labor Rate and Labor Hours
 - Parts and Labor Guide used for pricing

- ➤ Tire Price
 - Tire Contract used for pricing
- ➤ Cost of Parts:
 - Identify Original Equipment Manufacturer (OEM) parts used
 - Include percentage markup on OEM parts used.

Estimated "time for repair" used to calculate labor cost will be based on *All Data Parts and Labor Guide*. Requesting to use a different parts and labor guide, may be noted in the BID RESPONSE, *Exceptions* (PART D, Paragraph 1). A printed copy of *All Data Parts and Labor Guide* or the approved alternative guide will be provided to the HCSO Fleet Section Manager for reference and shall be replaced with current publications as issued. On line access to the guide may be considered if there is no cost to the HCSO and if referenced pages can be printed for attachment to Work Orders.

The Awarded Vendor shall provide to the HCSO Fleet Section Manager a current cost list for OEM parts for reference in determining the Awarded Vendor's costs from which the HCSO price will be calculated. The Awarded Vendor will ensure the cost list for OEM parts remains current by providing updates as available.

The HCSO Fleet Section Manager or their designee reserves the right to review each estimate with the Awarded Vendor and negotiate until agreement is reached that the estimate is complete and reasonable. No Work shall commence until the Section Manager or their designee approves the estimate.

15. <u>INVOICING AND PAYMENTS:</u> The Awarded Vendor shall invoice the HCSO for Work completed. All invoices must have a unique invoice number. Each vehicle shall be invoiced separately from other vehicles. All repair invoices shall be invoiced separately from SMIs. Rates for repairs are to be based on a flat hourly labor rate, as noted in BID RESPONSE, *Pricing - Line A.1* (PART D, Paragraph 2), with separate line items for parts needed.

At a minimum each invoice shall include:

- ➤ Vehicle Identification Number (VIN)
- > HCSO Vehicle Number
- > HCSO License Plate Number
- ➤ HCSO Purchase Order Number
- ➤ HCSO Work Order Number, if applicable
- Description of Work performed
- ➤ Labor Rate and Labor Hours, if applicable
 - Parts and Labor Guide used for pricing

- ➤ Tire Price, if applicable
 - Tire Contract used for pricing
- > Cost of Parts, if applicable
 - Identify Original Equipment Manufacturer (OEM) parts used
 - Include percentage markup on OEM parts used.

Invoice pricing shall match the approved estimate for all repairs. The actual time spent on repair multiplied by the Bid Labor Rate plus actual parts costs with markup will be the basis of the final invoice. The Awarded Vendor'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 Vendor to provide proof of cost and use of OEM parts.

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

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

Automated Clearing House (ACH) and HCSO Purchasing Card are the accepted methods of payment; please inquire at **2** (813) 247-8276 or **AccountsPayable@HCSO.Tampa.FL.US**. Payment shall be made in accordance with Chapter 218, Part VII, Florida Statutes which states the vendor's rights and the HCSO's responsibilities concerning interest penalties and time limits for payment of invoices. Timely payment of invoices is incumbent upon the HCSO and in no case shall payment exceed 45 calendar days from date of receipt of a properly approved application/invoice

- 16. <u>OEM PARTS</u>: All parts installed in HCSO vehicles shall be new and shall be Original Equipment Manufacturer (OEM) parts matching the part being replaced. The HCSO shall not accept aftermarket parts without prior written approval by the HCSO Fleet Section Manager. Replacement parts shall not in any way void Manufacturer's warranty.
- 17. <u>HCSO-PROVIDED PARTS AND MATERIALS</u>: The HCSO may require the Awarded Vendor to install parts and materials provided by the HCSO. These parts may be new or used. The Awarded Vendor shall charge the Bid Labor Rate for the installation of these parts. The installation times listed in the most recent edition of the *All Data Parts and Labor Guide* or an approved alternative guide shall be used as a reference for labor charges.
- 18. <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 deemed necessary, to keep the maximum number of HCSO fleet vehicles in full operation.
- 19. <u>VEHICLE SECURITY</u>: All HCSO vehicles shall be kept secured while in the Awarded Vendor'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 Vendor shall be accountable and liable for damage or loss to HCSO vehicles, to any and all personal property in the vehicle(s), and for all vehicle accessories and equipment. The Awarded Vendor 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 Vendor shall operate HCSO vehicles on public roadways solely for the purpose of transporting said vehicles to and from the Awarded Vendor's shop, and only between the hours of 7:00 A.M. through 6:00 P.M., Monday through Friday. The Awarded Vendor will be required to conceal the emergency response lights (light bars) while operating the vehicle and will refrain from the use of any and all other equipment and accessories. Light bar cover(s) or an equivalent covering will be provided by the Fleet Maintenance Section.

20. <u>HIDDEN DAMAGES</u>: When during the course of repairing a vehicle, hidden damages or repair needs are uncovered, the Awarded Vendor shall contact the HCSO Fleet 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 HCSO Fleet Section Manager or their designee.

PART C - SPECIFICATIONS Page 21 of 29

- 21. <u>TIME FOR COMPLETION OF REPAIRS</u>: All authorized additional repairs shall be completed and the vehicle returned to HCSO Fleet Maintenance within five (5) business days or less following approval of the estimate. If a repair is expected to take longer than five (5) business days, the Awarded Vendor must include a time of completion and justification for the time extension in the written estimate. The HCSO reserves the right to use an alternate repair service if the Awarded Vendor cannot complete the Work within an acceptable time frame.
- 22. <u>WARRANTY</u>: The Awarded Vendor will warrant all replacements and repairs for a one (1) year period from the date of the Work completion. If a failure develops during the warranty period, the Awarded Vendor is responsible for repairs at no cost to the HCSO.

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PART C - SPECIFICATIONS Page 22 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 21 OF THE SPECIAL PROVISIONS (PART B).

1.	GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C) upon which this Bid Package is based, to wit:
1	
1	

PART D – BID RESPONSE Page 23 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, *Exceptions* (PART D, Paragraph 1). 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 in the BID RESPONSE, *Exceptions* (PART D, Paragraph 1):

ITEM	DESCRIPTION	PRICE
A.1	Labor – Repairs	\$ Hour
A.2	SMI Flat Rate (up to 6 qts of Oil, Filters, Fluids, Inspection)	\$ Each
A.3	Labor – Tire Mount/Dismount (Includes valve stem replacement)	\$ Each
A.4	Labor – Tire Repair	\$ Each
A.5	Labor – Tire Balance	\$ Each
A.6	Labor – Battery Replacement	\$ Each
A.7	Labor – ECM/BCM Flash	\$ Each
A.8	Labor – Four Wheel Alignment	\$ Each
A.9	Labor – Two Wheel Alignment	\$ Each
A.10	Labor – Air Conditioning Charge	\$ Each
A.11	Labor – Wiper Blade Installation	\$ Each
B.1	Parts Pricing – Percentage Over Cost	% Over Cost
C.1	Estimated time for delivery for Parts	
C.2	Estimated time for delivery for Tires	

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PART D – BID RESPONSE Page 24 of 29

City:	State:	Zip Code:
Office 2 : ()	Mobile 🖫 : ()	Fax d : ()
Email ☎:		
Company Website 🖃:		
BID CONTACT INFO	RMATION: Provide the contact i	nformation for the individual sub
	(Please print the information below	w):
Company Name:	(Please print the information below	w):
Company Name:	(Please print the information below	w):
Company Name: Contact Name & Title: Address:	(Please print the information below	w):
Company Name: Contact Name & Title: Address: City:	(Please print the information below	w):Zip Code:

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PART D – BID RESPONSE Page 25 of 29

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 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 № HBrewer@TeamHCSO.com or by fax ■ at (813) 242-1851. Your choices or comments below will assist us in properly notifying you of future opportunities.

We, the undersigned, have declined to respond to Bid 2021-016 for the following reason(s):

<u>SPECIFICATIONS</u>	NATURE OF AWARD
Specifications are too "tight" (i.e., limited to one brand or manufacturer)	Insufficient time was provided for response
Unable to meet specifications	Product or an equivalent is not offered
Specifications are unclear	Other
Please provide an explanation:	
We request to: remain on HCSO's list for future so be removed from HCSO's list for fu	
Company Name:	
Officer Name:	Title:
Address:	
City: State:	Zip Code:
Office 3 : (Mobile 1 : (Fax •
Email №:	
Signature of Officer:	Date:

STATEMENT OF NO BID Page 27 of 29

BID CHECKLIST

Com	pany Name:
Incl	ide this checklist as a cover page with your Bid Package:
	ONE (1) ORIGINAL completed copy of the entire Bid Package. SIGNATURES required PARTS A and D. Any Addenda or Amendments (Signatures required). Completed PART D including <i>Vendor Instructions</i> , <i>Bid Contact Information</i> and <i>Affirmation and Declaration</i> signature page. APPENDIX I – Completed <i>Vendor Packet</i> to include completed Vendor Application, W9, Direct Deposit and Business Tax Receipt or other government issued business license. APPENDIX IV – Completed <i>Service Provider Locations</i> . Manufacturer literature and warranty information, if applicable.

**Bidders are responsible for providing all required information, documents, and signatures. **

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BID CHECKLIST Page 28 of 29

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

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

BID PACKAGE SUBMITTAL

From:			

BID # 2021-016

VEHICLE REPAIRS

OPENING DATE/TIME: APRIL 6, 2021 @ 3:00 PM

PACKAGE LABEL Page 29 of 29