

Hillsborough County Sheriff's Office
Financial Services Division
Purchasing Section

Sheriff's Operation Center
2008 East Eighth Avenue
Tampa, Florida 33605



**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**

CHAD CHRONISTER, SHERIFF

Invitation to BID 2025-003

VEHICLE REPAIR SERVICES

February 17, 2025

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

By: _____

A handwritten signature in black ink, appearing to read 'W. Spinelli', is written over a horizontal line.

William V. Spinelli, CPA
Chief Financial Officer

Table of Contents

TABLE OF CONTENTS..... 2

SECTION 1 INTRODUCTION AND INSTRUCTIONS 5

1.1 BID OVERVIEW. 5

1.2 CONTRACT DOCUMENTS..... 5

1.3 PRE-BID SITE VISITS AND FACILITY TOURS. 6

1.4 BID RESPONSE SUBMISSION REQUIREMENTS. 6

1.5 BID DELIVERY. 7

1.6 BID SUBMITTAL COSTS. 7

1.7 COMMUNICATION BETWEEN PARTIES. 7

1.8 AMENDMENTS TO THE BID. 7

1.9 AMENDMENTS TO BIDS. 8

1.10 PRICES. 8

1.11 GENERAL BIDDER QUALIFICATIONS. 8

1.12 DOCUMENTED PAST PERFORMANCE WITH THE HCSO. 8

1.13 EXCEPTIONS TO BID. 8

1.14 BID ERRORS. 8

1.15 NO BID. 9

1.16 SUBCONTRACTING. 9

1.17 REQUIRED REVIEW. 9

1.18 TIME FOR CONSIDERATION..... 9

SECTION 2 SPECIFICATIONS AND SCOPE OF WORK 10

2.1 REQUIREMENTS. 10

2.2 ESTIMATES..... 10

2.3 CONTRACT PERIOD. 11

2.4 SPECIFICATIONS OF SERVICE AND WORK. 11

2.5 LOCATION OF WORK..... 11

2.6 SERVICE PROVIDER LOCATION..... 11

2.7 SERVICE HOURS OF OPERATION. 12

2.8 ESTIMATED QUANTITIES. 12

2.9 LABOR RATES. 12

2.10 VEHICLE INFORMATION. 12

2.11 TYPES OF REPAIRS. 13

2.12 SCHEDULED MAINTENANCE..... 13

2.13 TIRE ROTATION, MEASUREMENT OF TREAD DEPTH AND BRAKE WEAR. 14

2.14 TIRES. 14

2.15 AUTOMOTIVE OIL AND FILTERS. 14

2.16 INVOICING AND PAYMENTS. 15

2.17 OEM PARTS. 16

2.18	HCSO PROVIDED PARTS AND MATERIALS.....	16
2.19	OUTSIDE REPAIRS.....	16
2.20	VEHICLE SECURITY.....	16
2.21	TIME FOR COMPLETION OF REPAIRS.....	16
2.22	MINIMUM QUALIFICATION REQUIREMENTS.....	17
2.23	MISCELLANEOUS REQUIREMENTS.....	17
2.24	WARRANTY.....	17
2.25	CONDITION OF MATERIALS AND PACKAGING.....	17
2.26	HIDDEN DAMAGES. (CONSTRUCTION OR REPAIR SERVICES ONLY).....	18
2.27	ADDITIONAL DELIVERY.....	18
2.28	SECURITY.....	18
SECTION 3 GENERAL PROCESS INFORMATION		19
3.1	SUPPLIER DIVERSITY.....	19
3.2	ACCEPTANCE AND REJECTION.....	19
3.3	NEXT BEST BIDDER.....	19
3.4	ADDITION/DELETION.....	19
3.5	AWARD.....	19
3.6	DETERMINATION OF RESPONSIVENESS.....	20
3.7	RESPONSIBLE SUPPLIER CRITERIA.....	20
3.8	BASIS FOR AWARD:.....	20
3.9	PROTESTS.....	21
3.10	DELIVERY.....	21
3.11	CLAIMS.....	21
3.12	INVOICING AND PAYMENTS ADDITIONAL INFORMATION.....	21
3.13	RENEWAL.....	22
3.14	ESCALATION/DE-ESCALATION IN PRICING.....	22
3.15	DEFAULT.....	23
3.16	CANCELLATION.....	23
SECTION 4 GENERAL LEGAL INFORMATION.....		24
4.1	E-VERIFY REQUIREMENT.....	24
4.2	SEVERABILITY OF PROVISIONS.....	24
4.3	NO WAIVER.....	24
4.4	MANUFACTURER’S NAME.....	24
4.5	INDEPENDENT CONTRACTORS.....	25
4.6	ASSIGNMENT.....	25
4.7	CONFLICT OF INTEREST.....	25
4.8	GOVERNING LAW AND JURISDICTION.....	25
4.9	FAMILIARITY WITH LAW.....	26
4.10	LAWS, STATUTES AND ORDINANCES.....	26
4.11	NO EXCLUSIVITY.....	26
4.12	INFORMATION AND DESCRIPTIVE LITERATURE.....	26
4.13	PUBLIC ENTITY CRIMES.....	26
4.14	COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA).....	26
4.15	APPROPRIATION OF FUNDS.....	27
4.16	EMERGENCY.....	27
4.17	FORCE MAJEURE.....	27
4.18	GOVERNMENTAL PURCHASING COUNCILS.....	27
4.19	CERTIFICATE OF INSURANCE.....	28
4.20	PUBLIC RECORD.....	29

SECTION 5 BID RESPONSE 31

- 5.1 BIDDER ORDER INSTRUCTIONS..... 31
- 5.2 BID CONTACT INFORMATION..... 31
- 5.3 EXCEPTIONS TO BID..... 31
- 5.4 PRICING MATRIX: [PLEASE SEE *APPENDIX II – PRICING MATRIX* TO FILL OUT THE FOLLOWING INFORMATION]..... 32
- 5.5 STATEMENT OF NO PARTICIPATION..... 33
- 5.6 AFFIRMATION AND DECLARATION. (SIGNATURE REQUIRED)..... 34
- 5.7 BID CHECKLIST..... 35
- 5.8 BID PACKAGING LABEL..... 36

SECTION 6 ATTACHMENTS 37

- 6.1 ATTACHMENT NUMBER AND DESCRIPTION OR CONTENTS..... 37

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Section 1 Introduction and Instructions

1.1 Bid Overview.

Subject: Invitation to Bid 2025-003
Bid Title: Vehicle Repair Services
Bid Opening: March, 25 2025 @ 15:00 EST
Bid Opening Place: Sheriff's Operation Center (SOC)
SPA/Buyer: Wady Almanzar, WALmanzar@TeamHCSO.com

The purpose of this Invitation to Bid/ (Bid) is to describe the requirements of the Hillsborough County Sheriff's Office to secure a qualified Supplier(s) to restore Hillsborough County Sheriff'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 2,700 vehicles in the HCSO Fleet. These vehicles are dispersed throughout the five (5) HCSO Districts and the Fleet Operations Section. Any reference to the "Work" throughout this Bid packet is defined to be inclusive of the Scope of Work and any related performance detailed herein.

1.1.1 Proposed Schedule.

The Bid schedule set out herein represents the Hillsborough County Sheriff's Office's (HCSO or Buyer) best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt, is delayed, the rest of the schedule may shift accordingly. All times are Eastern Standard Time.

Issue Date: Advertisement/Website Publication/etc.	March, 03 2025
Pre-Bid Conference:	See 1.3, N/A
Deadline for Submitting Questions	March, 13 2025
Deadline for Submitting Samples (Date or N/A)	N/A
Deadline for Receipt / Bid Opening	March, 25 2025 @ 15:00
Award Notification Target Date	April, 10 2025

1.1.2 This Bid does not, by itself, obligate the HCSO.

The HCSO's obligation will commence when the contract is awarded. Upon written notice to the Bidder, the HCSO may set a different starting date. The HCSO will not be responsible for any Work commenced, even in good faith, if it occurs prior to the contract start date set by the HCSO.

1.2 Contract Documents.

During award procedures, the Bid, its attachments, its amendments, and Bid package submitted by the Bidder will become incorporated into an agreement that becomes the "Contract Document." This agreement will require the signatures of the Bidder and either the signature of the Sheriff, Chief Deputy, or the Chief Financial Officer to become binding. A draft copy of the proposed agreement and its terms and conditions are attached to this ITB for review. The final executed agreement may have differing terms due to corrections and/or negotiations. All Bid Packages become the property of the HCSO and will not be returned to the Bidder. The HCSO reserves the right to clarify any contractual relationship in writing with the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Bid or the Contractor's response. In all other matters not affected by the written clarification, if any, the Bid and all amendments

thereto shall govern. The Bidder is cautioned that his Bid shall be subject to acceptance without further clarification.

Bidders selected for award of a contract will be required to execute a written agreement with HCSO (see attached Exhibit A). Only those modifications the Bidder indicates in its response will be available for discussion. Much of the language in the Contract reflects State of Florida and HCSO legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Florida law or HCSO Policy may result in the Bid being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Bidder must submit the requested modifications or exceptions to the award contract along with the exceptions to bid, see section 5.3 for more information. Exceptions must:

- A. Clearly identify the affected article and section, and
- B. Clearly note what language is requested to be modified. Unclear requests will be automatically denied.

Only those exceptions that have been accepted by HCSO will be included in the contract document provided to the Awarded Supplier for signature.

If a Bidder receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at HCSO's sole discretion, the contract award may be revoked.

1.3 **Pre-Bid Site Visits and Facility Tours.**

All scheduled Site Visits or Facility Tours must be attended. All attendees must adhere to HCSO policies and procedures while on site.

Mandatory Pre-Bid: N/A
PLACE: N/A

1.4 **Bid Response Submission Requirements.**

Bids will be received up until the time and date shown and will be read aloud immediately thereafter. A video recording of the physically received, electronically submitted or otherwise accepted Bid participants will then be posted to the (HCSO) website at <https://TeamHCSO.com/Purchasing>. To support the evaluation of your Bid Response, please refer to the BID CHECKLIST 5.7. **Respondents that do not follow submittal instructions may be declared non-responsive and eliminated from consideration.**

Responses may be submitted by hand-delivery, United States Postal Service (USPS), commercial shipment or electronically at DemandStar.

The completed APPENDIX I (Supplier Application Packet) must be returned, with all the documentation listed therein, with your Bid Response along with copies of Hillsborough County Business Tax Receipt, other local government, or state business license(s).

- 1.4.1 Physical submitted Bids must be contained in a SEALED envelope addressed to: Hillsborough County Sheriff's Office, Sheriff's Operation Center, Financial Services Division – Purchasing Section, 2008 East Eighth Avenue, Tampa Florida 33605. To prevent inadvertent opening, the Bid must be marked as a BID DOCUMENT (including the Bid number, Date, and Time of Bid Opening) on the outermost envelope or packaging material – See 5.8 Packaging Label.
- 1.4.2 Electronic bids may be submitted through a secure mailbox at DemandStar (www.demandstar.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches DemandStar before the closing date and time.
- 1.4.3 When appropriate, respondent should provide one (1) clearly marked redacted copy.
- 1.4.4 If our specifications, when included, are not returned with your Bid, and no specific reference is made to them in your Bid Response, 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, 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.
- 1.5 **Bid Delivery.**
The responsibility for getting the Bid to the HCSO on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The HCSO will in no way be responsible for delays caused by the USPS or a delay caused by any other occurrence, or any other method of delivery. Bids must be received no later than the date and time listed herein. Late Bids or amendments may be disqualified, not opened, or accepted for evaluation when applicable.
- 1.6 **Bid Submittal Costs.**
Submittal of a Bid is solely at the cost of the Bidder and the HCSO is in no way liable or obligates itself for any cost incurred by the Bidder in preparing the Bid Package.
- 1.7 **Communication Between Parties.**
All questions in regard to this Bid are to be directed, in writing, to the Buyer listed in Section 1.1. No communication is allowed, either directly or indirectly, with any other HCSO employee regarding 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 and Answers (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. Any modifications or alterations to the original document language will be cause for the rejection of a Bid.
- 1.8 **Amendments to the Bid.**
If an amendment is issued, it will be provided to all who have notified the Buyer of their intent to Bid and have also attended the pre-bid conference. It will also be posted to the HCSO website at <https://TeamHCSO.com/Purchasing>.

1.9 Amendments to Bids.

Amendments to or withdrawals of submitted Bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of the Bids.

1.10 Prices.

All Bids submitted must show the net Bid price after any allowable discounts have been deducted.

Prices are to be Free on Board (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 Florida State Sales, Use, Transportation, and Excise taxes. The HCSO will issue tax exemption certificates to the Awarded Bidder(s).

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 as part of the materials cost, when applicable.

1.11 General Bidder Qualifications.

Bids shall be considered only from those who 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.

1.12 Documented Past Performance with the HCSO.

Bidders are informed that documented past performance with the HCSO may be considered in determining Bidder responsibility and responsiveness. Bidders with a history of poor performance with the HCSO may be deemed non-responsive to this solicitation.

1.13 Exceptions to Bid.

All Bid Responses must clearly state with specific detail all deviations to the requirements imposed upon the Bid by the terms contained therein. Such deviations should be stated upon the Bid Response or appended thereto, see section 5.3. 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, said Bid Response may be rejected.

1.14 Bid Errors.

When errors are found in the extension of Bid prices, the unit price will govern. Bids having erasures or corrections must be initialed in ink by the Bidder.

1.15 No Bid.

If you do not wish to submit a response to the Bid, please fill out and return the Statement of No Participation contained in Section 5. The information garnered is helpful to better the HCSO Bid process and assures the HCSO you wish to remain on the HCSO Supplier list.

1.16 Subcontracting.

No portion of the Work shall be subcontracted without prior written approval of the HCSO. The Awarded Supplier(s) may not sublet or subcontract any of the contractual obligations concerning this Bid matter except as provided in the written contract between the HCSO and Awarded Supplier. This statement prohibits subcontracting overall management obligations pertaining to the Work and requires the Awarded Supplier to retain ultimate liability for all contractual obligations.

1.17 Required Review.

Respondents should carefully review this Bid for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the Buyer at least 5 business days before the deadline for the receipt of Bids. This will allow time for the issuance of any necessary amendments.

1.18 Time for Consideration.

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. Bidders will not be allowed to withdraw or modify their Bids after the opening time and date.

END OF SECTION

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Section 2 Specifications and Scope of Work

2.1 Requirements.

The requirement of this Bid is to secure a qualified Supplier(s) to restore Hillsborough County Sheriff’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 2,700 vehicles in the HCSO Fleet. These vehicles are dispersed throughout the five (5) HCSO Districts and the Fleet Operations Section.

2.2 Estimates.

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

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 before proceeding with any work. The Awarded Supplier shall provide a written, detailed estimate which would be in addition to the SMI flat rate as noted in SECTION 5, BID RESPONSE , Pricing Matrix 5.4 or , Appendix II. 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.

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 SECTION 5, BID RESPONSE, *Exceptions* (Paragraph 5.3). 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. Online 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 Supplier shall provide to the HCSO Fleet Section Manager a current cost list for OEM parts for reference in determining the Awarded Supplier's costs from which the HCSO price will be calculated. The Awarded Supplier 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 Supplier and negotiate until agreement is reached so that the estimate is complete and reasonable. No Work shall commence until the Section Manager, or their designee approves the estimate.

2.3 Contract Period.

The Contract shall be effective for three (3) years from the date of award. By written mutual consent between the HCSO and the Bidder(s), the Contract may then be extended for up to three (3) additional two (2) year periods. See section 3.13 for information about renewals.

2.4 Specifications of Service and Work.

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 Supplier'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 Operations garage by the Awarded Supplier'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.

2.5 Location of Work.

All HCSO vehicles are located at the address listed below, and the HCSO will provide access to the awarded supplier.

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

2.6 Service Provider Location.

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 Supplier shall complete and return APPENDIX IV – *Service Provider Locations*, with the BID RESPONSE (Section 5) indicating all authorized service provider locations within Hillsborough County and contact information. The Awarded supplier shall provide HCSO with current contact and location information whenever information is changed or updated.

2.7 Service Hours of Operation.

The Awarded Supplier shall be open at a minimum of the following hours:

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

Exceptions to the hours, if any, must be noted in SECTION 5 BID RESPONSE, Exceptions (5.3).

2.8 Estimated Quantities.

The estimated annual expenditure for services to be performed under this Contract is approximately \$350,000. This estimate is furnished as a guide for preparing the SECTION 5 BID RESPONSE and should not be construed as representing actual value of services to be provided under this Bid.

2.9 Labor Rates.

Labor rates are to include all overhead cost such as travel, estimate preparation, shop supplies, and all incidentals.

2.10 Vehicle Information.

The HCSO Fleet currently includes, but is not limited to, the following makes and models:

Make	Model	Years	Engine Size
Chevrolet	Equinox	2020-2024	3.6 Liter
Chevrolet	Express Vans	2020-2024	4.8 Liter
Chevrolet	Silverado	2020-2024	5.3 Liter
Chevrolet	Tahoe	2020-2024	5.3 Liter
Dodge	Durango	2020-2024	3.6, 5.7 Liter
Dodge	RAM	2020-2024	3.6, 5.7 Liter
Ford	Explorer	2020-2024	2.3, 3.0, 3.3H, 3.7 Liter
Ford	F-150	2020-2024	4.6, 5.0, 5.4 Liter
Ford	F-250	2020-2024	5.2, 5.4, 6.2, 6.8 Liter
Ford	F-350	2020-2024	5.2, 5.4, 6.2, 6.8 Liter
Ford	Transit	2020-2024	3.5, 3.7 Liter
KIA	Optima	2020-2024	2.4 Liter
Nissan	Altima	2020-2024	2.5, 3.5 Liter
Nissan	Maxima	2020-2024	3.5 Liter
Nissan	Pathfinder	2020-2024	3.5 Liter
Nissan	Rogue	2020-2024	2.5 Liter

2.11 Types of Repairs.

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 or Replace tires (Section 2, 2.13 & 2.14)
- 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

2.12 Scheduled Maintenance.

When a vehicle presents to a service facility for repairs and also requires a Scheduled Maintenance Inspection (SMI) Form - Appendix V, a Scheduled Maintenance Inspection (SMI) Form, 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 SECTION 5, BID RESPONSE, Pricing Matrix 5.4 or -Appendix II. At a minimum, the SMI Flat Rate shall include; vehicle inspection; completed SMI Form; up to seven (7) 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.

Supplier-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 SECTION 5, BID RESPONSE, Pricing Matrix 5.4 or -Appendix II. 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 Supplier without obtaining prior authorization and Work Order number. HCSO will not be responsible for Work completed by the Awarded Supplier without prior authorization.

The completed SMI Form shall be signed by the service technician performing the inspection and by their supervisor. The Awarded Supplier 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 Operations Section as provided in SECTION 2, SPECIFICATIONS AND SCOPE OF WORK, Invoicing and Payments (Paragraph 2.16).

2.13 Tire Rotation, Measurement of Tread Depth and Brake Wear.

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.

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:

- 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

2.14 Tires.

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 Supplier shall provide and keep current each service provider location with the current contracts to determine the lowest tire pricing. The Awarded Supplier shall be expected to perform the following repair and replacement services at a flat rate as noted in SECTION 5, BID RESPONSE, Pricing Matrix 5.4 or - Appendix II:

- 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

2.15 Automotive Oil and Filters.

Approved oil and filters are as follows:

- Oil: 5w20, 5w30 – Approved by the American Petroleum Institute (API) (up to 7 quarts)
- Oil Filters: 2 stage generic
- Air Filters: Generic paper equivalent to the NAPA Pro Select

The Awarded Supplier 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.

2.16 Invoicing and Payments.

The Awarded Supplier 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 SECTION 5, BID RESPONSE, Pricing Matrix 5.4 or - Appendix II, 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
- 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 Supplier'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 Supplier to provide proof of cost and use of OEM parts.

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

The Bidder shall invoice the HCSO for Work completed and/or items delivered. All invoices must have a unique invoice number and shall include the HCSO Purchase Order (PO) number. Invoices shall be e-mailed to AccountsPayable@HCSO.Tampa.FL.US and, in order to track acceptance of Work, a COPY shall be e-mailed for approval by the HCSO Fleet Section Manager or designee, to Fleet@HCSO.Tampa.FL.US.

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

2.17 OEM Parts.

All parts installed in HCSO vehicles shall be new and shall be Original Equipment Manufacturer (OEM) parts matching the part being replaced. The HCSO reserves the right to dictate what types of parts vendors will use on our vehicles and 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.

2.18 HCSO Provided Parts and Materials.

The HCSO may require the Awarded Supplier to install parts and materials provided by the HCSO. These parts may be new or used. The Awarded Supplier 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.

2.19 Outside Repairs.

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

2.20 Vehicle Security.

All HCSO vehicles shall be kept secured while in the Awarded Supplier's possession. Unless being actively serviced, all vehicles shall be locked, and all vehicle keys shall be secure. To the extent provided by the law, the Awarded Supplier 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 Supplier 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 Supplier shall operate HCSO vehicles on public roadways solely for the purpose of transporting said vehicles to and from the Awarded Supplier's shop, and only between the hours of 7:00 A.M. through 6:00 P.M., Monday through Friday. The Awarded Supplier 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 Operations Section.

2.21 Time for Completion of Repairs.

All authorized additional repairs shall be completed and the vehicle returned to HCSO Fleet Operations 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 Supplier 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 Supplier cannot complete the Work within an acceptable time frame.

2.22 Minimum Qualification Requirements.

The Bidder must meet the following minimum qualification requirements. Bidders that do not meet these minimum requirements will not be considered.

- 2.22.1 Bidders may be required to furnish evidence in writing that they maintain a permanent place of business within Hillsborough County, Florida. The HCSO reserves the right to inspect the Bidder's place of business and equipment prior to award of any contract, for determining the ability to meet terms and conditions as set forth herein.
- 2.22.2 Bidders must have adequate equipment, finances, and personnel to furnish the item or service offered satisfactorily and expeditiously.
- 2.22.3 Bidders shall employ only qualified operators and workers who are skilled in the performance of the Work. All employees of the Bidder which will work in a HCSO Facility or on a Hillsborough County property may be required to have a background check by the HCSO prior to beginning Work. All employees must comply with HCSO's policies and procedures which include the prohibition against the use of any tobacco products on any HCSO property.
- 2.22.4 The Bidder shall be required to provide a Work crew list giving all personnel names and changes as they occur.
- 2.22.5 The Bidder shall have proper tools, equipment, facilities, and any other requirement to successfully perform the Work. All equipment necessary to perform work under this contract which requires certification with the State of Florida shall be current.
- 2.22.6 Upon request, the Bidder shall provide proof of training certificates acquired by its employees demonstrating the quality level of their expertise and training.
- 2.22.7 By signature on their Bid Package, the Bidder certifies that all services provided under this contract by the Bidder (and all potential subcontractors, if approved) shall be performed in the United States.
- 2.22.8 Subcontracting any portion of the repair without the prior written approval of the HCSO is not allowed.
- 2.22.9 Contract Personnel. Any change of the key project team members or subcontractors named in the Bid must be approved, in advance and in writing, by the Project Manager. Changes that are not approved by the HCSO may be grounds for the HCSO to terminate the contract.

2.23 Miscellaneous Requirements.

The Awarded Supplier must be able to provide proof of current general business liability insurance and proof of worker's compensation insurance before the award.

2.24 Warranty.

The Bidder 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 Bidder is responsible for repairs at no cost to the HCSO.

2.25 Condition of Materials and Packaging.

Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Bid shall be newly manufactured, latest model and design, and in first class condition; and that

all containers shall be new, suitable for storage or shipment, and in compliance with all applicable laws relating to construction, packaging, labeling and registration.

2.26 Hidden Damages. (Construction or repair services only)

When during the course of repairing a vehicle, any hidden damage or repairs needs are uncovered, the Awarded Supplier 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.

2.27 Additional Delivery.

Parts and tires ordered shall be delivered in accordance with estimated time for delivery identified in Section 2, 2.5 Location of Work, whether being delivered to Fleet Operations Section or to the Service Facility for repairs.

2.28 Security.

When applicable, personnel or contractors performing work at the Fleet Operations Section will be escorted by HCSO personnel at all times. It should be understood that the Work could be interrupted by an emergency, safety, or security issue at any time. No additional charges will be allowed due to this type of service interruption. It should be noted that the time it takes entering and exiting a jail facility will vary on a daily basis, depending on security levels.

2.28.1 All persons entering an HCSO facility shall not have weapons, cell phones, or tobacco/vaping products.

2.28.2 All persons are expected to wear appropriate working attire and may be denied access if attire is considered inappropriate.

2.28.3 Jail Facilities requires all persons to wear long pants (**shorts will not be allowed**) and shirt with company logo is preferred.

2.28.4 Jail Facilities require that Orange, Red, or Forest Green clothing are not permitted.

2.28.5 Safety vests may be worn in the Jail Facilities, if Work requires it, but may NOT be orange in color.

END OF SECTION

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Section 3 General Process Information

3.1 Supplier Diversity.

Sheriff's Office shall comply with, and shall cause each of its third-party contractors, suppliers, and professionals to comply with, all applicable laws, regulations, codes, and rules governing the design, construction, and completion of the components of the Project, including but not limited to, those relating to the Americans with Disabilities Act (ADA). To ensure the maximum participation in posted HCSO solicitations, the HCSO Purchasing Office submits all postings to the Florida Department of Management Services' Office of Supplier Diversity (OSD) and the Hillsborough County MBE/SBE Programs Office. These offices will then share the posted opportunities with OSD certified Suppliers to ensure exposure to businesses and increase the number of eligible Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) and Small Business Enterprise (SBE) Suppliers in the area while also expanding the overall participation rate for DM/DWBE and SBE Suppliers and overall providing greater opportunities to disadvantaged businesses.

3.2 Acceptance and Rejection.

The HCSO reserves the right to reject any or all Bids, for cause, to waive irregularities, if any, and to accept the Bid (or Bids) which, in the judgment of the Sheriff, 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.

3.3 Next Best Bidder.

In the event of a default by the Awarded Supplier, or cancellation by the HCSO, the HCSO reserves the right to utilize the next best responsive Bid and responsible Bidder. In the event of this occurrence, the new Awarded Supplier shall be required to provide the Bid items at the prices as contained in their Bid Response, for the remainder of the award period.

3.4 Addition/Deletion.

The HCSO reserves the right to add or delete any items from this Bid or resulting Contract(s) when deemed to be in the best interest of the HCSO. Any additions or deletions to the Bid will be considered amendments. Any additions or deletions to the Contract will constitute a Change Order and must be executed in writing and approved by the CFO. The Change Order will consist of a memo to the CFO describing the justification for the item added accompanied by the Awarded Supplier's written, fixed price quote for each item to be added. If approved by the CFO, the item will be added to the Contract and recorded on the original Bid tabulation/price sheet.

3.5 Award.

Award shall be made to the most Responsive and Responsible Bidder meeting specifications, price and other factors considered. HCSO reserves the right to award by line item or by overall total, whichever is deemed in the best interest of HCSO and/or Hillsborough County. Awards may be made to more than one (1) Bidder to ensure that work is completed in a timely manner.

If the HCSO awards the entire bid, or line items, to more than one (1) Bidder, then orders will be placed as needed. The determination of which Awarded Supplier the HCSO will place an order with will be decided based upon price, lead times, and other operational needs at the time of the order.

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.

Notification of Award will be sent to the Bidder receiving the Award. Bid results will be published on the HCSO website at <https://TeamHCSO.com/Purchasing>

In the Event two (2) or more Bidders have submitted the lowest and best Bids, preference may be given in the Award in the following order. First, to the Bidder who has their principal place of business in Hillsborough County; second, to the Bidder who has a place of business in Hillsborough County; and third, if the Bidders involved in the "tie bid" situation are all located inside/outside Hillsborough County, the toss of a coin may be used to break the tie.

3.6 Determination of Responsiveness.

Determination of responsiveness will take place at the time of Bid Opening and evaluation. In order to be deemed a responsive Supplier, the Bid must conform in all material respects to the requirements stated in the Invitation to Bid.

3.7 Responsible Supplier Criteria.

Bids will be evaluated to determine if qualifications and contract requirements are met. Bid Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as non-responsive. The HCSO will not request documentation or consider a Supplier's social, political or ideological interests in determining if the Supplier is a responsible Supplier. HCSO will not give preference to a Supplier based on the Supplier's social, political or ideological interests.

Suppliers whose responses, past performance or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Supplier, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with HCSO contracts or other similar government contracts;
- Ability to provide excellent customer service, including on previous HCSO contracts; and
- Any other information relevant to the responsibility of a Supplier of which HCSO is aware.

In addition to the requirements set forth by these Terms & Conditions, HCSO reserves the right to request staffing, performance and financial information from any Supplier during the evaluation process.

HCSO reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Suppliers are responsive and responsible.

HCSO further reserves the right to limit participation of Suppliers who, in HCSO's sole discretion, are determined to present responsibility concerns that call into question the Supplier's ability to perform but that do not rise to the level of requiring rejection of the Supplier as non-responsible.

3.8 Basis for Award:

The HCSO intends to award this requirement to multiple Suppliers. HCSO shall make award to the qualified, responsive and responsible Supplier(s) who submitted the highest percent off the manufacturer's suggested retail price or MSRP.

The Supplier must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

3.9 Protests.

Any prospective Bidder who disputes the reasonableness or appropriateness of the notice of Award, or notice of rejection, for any or all Bids, must submit a notice of protest in writing within 72 hours (excluding HCSO holidays, Saturdays, and Sundays) of the notice of award to the HCSO Purchasing Section by registered mail or hand delivery for which a receipt must be provided.

3.9.1 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 issue. Upon completion of this review process, the Buyer will make a recommendation to the Chief Financial Officer (CFO).

3.9.2 The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the protesting 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.

3.10 Delivery.

Product(s) ordered shall be delivered in accordance with time periods for delivery identified in Bid Response. Failure to do so shall be considered a breach of Contract, or default, and the HCSO may utilize its options as stated herein.

Deliveries resulting from this Bid are to be made during the normal business hours of the HCSO. It is the Bidder's responsibility to obtain this information.

Any backordered product(s) shall be made available within 60 calendar days of the time of backorder (original date of receipt). If the back order 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.

3.11 Claims.

The Awarded Supplier will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.

3.12 Invoicing and Payments Additional Information.

The Bidder shall invoice the HCSO for Work completed and/or items delivered. All invoices must have a unique invoice number and shall include the HCSO Purchase Order (PO) number. Invoices shall be e-mailed to AccountsPayable@HCSO.Tampa.FL.US.

3.12.1 At a minimum all invoices for Work completed shall include:

- Site location where Work was performed.
- Description of Work completed.
- A statement that all Work completed meets state and local codes.

- Costs for supplies, parts and equipment use plus percentage markup (cost + percentage markup). Supporting documentation for the Bidder's parts cost must be readily available to the HCSO for review.
- Labor hours by labor type, labor hourly rate, and labor total (labor hours x labor rate).

3.12.2 At a minimum all invoices for items/materials delivered shall include:

- Ship-to location
- Items shipped, including quantity and stock number.
- For items priced using a percentage factor, the invoice must include the base price, the percentage factor, and the final price. Supporting documentation for base prices must be readily available to the HCSO for review.

3.12.3 ACH and HCSO Purchasing Card (P-Card) are the accepted methods of payment; please inquire at (813) 247-8276 or AccountsPayable@HCSO.Tampa.FL.US.

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

3.13 Renewal.

Prior to the expiration of the Initial Term of the Agreement (3 years) or any subsequent renewals, upon written mutual agreement between the HCSO and the Awarded Supplier, the contract may be extended for up to three (3) additional 2-year periods. Contract extensions that do not alter any terms and conditions outlined in the awarded contract or this ITB may be executed by the procurement office through a renewal process. Renewals involve a bilateral signature process, whereby both parties can extend the contract's duration under the same terms and conditions, or with an added price increase. Any modifications to the terms and conditions stated in the awarded contract or the ITB require written mutual consent between the HCSO and the Awarded Supplier, in the form of an amendment to this awarded contract. In the event the HCSO fails to exercise an option to renew, the Agreement shall continue in full force on a month-to-month basis unless the buyer communicates in writing that the contract will not be renewed.

3.14 Escalation/De-escalation in Pricing.

The HCSO will allow an escalation/de-escalation provision in this Contract. The prices set herein shall have the opportunity to be adjusted during the renewal period for each term of the contract. The Awarded Supplier(s) must notify the HCSO's Financial Services Division of the price escalation/de-escalation request a minimum of 60 calendar days prior to the end of each two (2) year period for which the Bid was awarded for it to be considered. The price escalation request must be due to a factor beyond the control of the Bidder and can be no more than the percentage of increase passed through to the Awarded Supplier by the manufacturer. At the time of request, Bidder must furnish written substantiation of increase by its supplier/manufacturer to the HCSO. Said substantiation shall be in the form of invoices, receipts and/or other appropriate documentation showing costs in effect at the time of the bid versus cost in effect at the time of the request for price escalation. Any price increase must be substantiated to the satisfaction of the HCSO and shall only be effective upon acceptance by HCSO in writing.

A price escalation request outside of the renewal process may be accepted. These requests must reference/cite and include any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. They must also include the same written substantiation documentation as mentioned in the paragraph above. The HCSO will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the request is in the HCSO's best interest. The HCSO reserves the right to negotiate, accept or reject the request, or terminate and re-solicit the contract.

3.15 Default.

The Contract may be cancelled or nullified by the HCSO's CFO in whole, or in part, by written notice of default to the Awarded Supplier(s) upon non-performance or violation of Contract terms. An award may be made to the next best responsive Bid and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those terminated. Failure of the Awarded Supplier to deliver materials, or items within the time stipulated in this Bid, unless extended in writing by the Financial Services Division, shall constitute Contract Default. Awarded Suppliers who default on contracts may be removed from the HCSO Supplier List and determined ineligible for future contracts at the discretion of the CFO.

3.16 Cancellation.

When deemed to be in the best interest of the HCSO, any contract(s) resulting from this Bid may be cancelled by the following means:

- 10 calendar days' written notice with cause, or;
- 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 cancellation 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 terminated.

END OF SECTION

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Section 4 General Legal Information

4.1 E-Verify Requirement.

Pursuant to §448.095, Florida Statute, the Sheriff requires the Awarded Supplier, and any and all subcontractors, if permitted by agreement, to register with and utilize the E-Verify internet-based system to verify the work authorization status of all newly hired employees. If the Awarded Supplier enters into a contract with a subcontractor, the subcontractor must provide the Awarded Supplier with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awarded Supplier shall maintain a copy of such affidavit for the duration of the contract. Additional information about E-Verify is available at <https://www.e-verify.gov/>.

- 4.1.1 If the Sheriff has a good faith belief that the Awarded Supplier has knowingly violated §448.09(1), Florida Statute, the contract will be terminated.
- 4.1.2 If the Sheriff has a good faith belief that a subcontractor knowingly violated this subsection, but the Awarded Supplier otherwise complied with this subsection, the Sheriff will promptly notify the Awarded Supplier and order the Awarded Supplier to immediately terminate the contract with the subcontractor.
- 4.1.3 Termination of any and all contracts and/or subcontracts as provided above does not constitute a breach of contract and may not be considered as such.
- 4.1.4 If the Sheriff terminates a contract with an Awarded Supplier as provided above, the Awarded Supplier may not be awarded a contract for at least one (1) year after the date on which the contract was terminated.
- 4.1.5 The Awarded Supplier is liable for any additional costs incurred by the Sheriff as a result of the termination of a contract.

4.2 Severability of Provisions.

The covenants and provisions contained herein are separate and independent and in the event any section, paragraph, or provision herein shall be declared invalid, illegal, or unenforceable in any respect for any reason, the same will not affect any other section, paragraph or provision in this Document, which should be construed as if such invalid, illegal, or unenforceable section, paragraph or provision had never been contained herein.

4.3 No Waiver.

No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver granted hereunder must be in writing and shall be valid only in the specific instance in which given.

4.4 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. Manufacturers' specification sheets shall be furnished upon request.

4.5 Independent Contractors.

Nothing herein shall be construed to create any relationship of employer and employee, agent and principal, partnership, or joint venture between the Parties. Each Party is an independent contractor. Neither Party shall assume, either directly or indirectly, any liability of or for the other Party. Neither Party shall have the authority to bind or obligate the other Party and neither Party shall represent that it has such authority.

The relationship of Awarded Supplier to HCSO under this Contract shall be that of an independent contractor. This Contract shall not be construed to create an employment relationship between the Parties. The Awarded Supplier shall be responsible for payroll, payroll taxes (including Federal and State Withholding taxes, Federal Social Security taxes and State Unemployment taxes); costs of any background checks, uniforms, and all other expenses of the Awarded Supplier in conjunction with the performance of this Contract.

4.6 Assignment.

The Awarded Supplier(s) 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.

4.7 Conflict of Interest.

The Bidder agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, Florida Statute, 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 created a continuing or recurring conflict between their private interest and the performance of their HCSO public duties.

4.8 Governing Law and Jurisdiction.

This Contract and all amendments, modifications, alterations, supplements and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Florida. The parties hereto irrevocably agree that the Thirteenth Judicial Circuit in and for Hillsborough County or U.S. District Court for the Middle District of Florida shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

4.9 Familiarity with Law.

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 them from responsibility.

4.10 Laws, Statutes and Ordinances.

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.

4.10.1 The Bidders' 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 written herein. Florida law will govern all questions concerning interpretation and execution of this contract and shall also be controlling in any cause of action brought pursuant to this contract.

4.10.2 The Awarded Supplier agrees that it shall observe and obey all the laws, ordinances, regulations, and rules of the Federal, State, County and City which may be applicable to its services as well as the Standard Operating Procedures of the HCSO.

4.11 No Exclusivity.

The parties expressly acknowledge that this ITB or Awarded Agreement does not create an exclusive relationship between the parties. HCSO is free to engage others to perform services of the same or similar nature to those provided by the Awarded Supplier, and the Awarded Supplier shall be entitled to offer and provide services to others, solicit other clients, and otherwise advertise the services offered by the Awarded Supplier.

4.12 Information and Descriptive Literature.

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. References to literature submitted with previous responses will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

4.13 Public Entity Crimes.

Pursuant to §§287.132-.133, Florida Statutes, 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, Florida Statute, for Category Two (\$35,000) with any person or affiliate on the convicted Supplier list, unless that person or affiliate has been removed from the list pursuant to §287.133(3)(f), Florida Statute. If you submit a proposal in response to this Bid, you are certifying that §§287.132-.133, Florida Statutes, does not restrict your submission.

4.14 Compliance with Occupational Safety and Health Act (OSHA).

The Bidder certifies that all materials/items contained in their response meets all OSHA requirements if applicable.

4.15 Appropriation of Funds.

The HCSO is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners (BOCC) 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 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.

4.16 Emergency.

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

4.17 Force Majeure.

Notwithstanding anything to the contrary contained herein, neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions of malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations here under.

4.18 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 and are listed below.

Other government agencies or eligible users, as authorized by State law or as defined in Rule 60A-1.001, Florida Administrative Code, may also participate in this offer. Any resulting contract(s) or agreement(s) entered into with other local governments will be between the Contractor and that particular government or user and shall always remain separate from HCSO.

- | | |
|---|--|
| Children’s Board of Hillsborough County | City of Saint Petersburg |
| City of Belleair Beach | City of Tampa |
| City of Clearwater | City of Tampa Housing Authority |
| City of Dunedin | City of Tarpon Springs |
| City of Gulfport | City of Temple Terrace |
| City of Indian Rocks Beach | City of Treasure Island |
| City of Largo | Clerk of Court and Comptroller of |
| City of Oldsmar | Hillsborough County |
| City of Pinellas Park | Hillsborough County Expressway Authority |
| City of Plant City | Hernando County |
| City of Safety Harbor | Hillsborough Area Regional Transit Authority |
| City of Saint Pete Beach | 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

4.19 Certificate of Insurance.

4.19.1 The policy(ies) shall show Chad Chronister, Sheriff as additional named insured; include the severability of interest provision; provide that all liability coverage required under contract are primary to any liability insurance carried or any self-insured programs of the Sheriff.

The Awarded Supplier shall not commence any work in connection with this Contract until he has obtained and provided copies of the same to the HCSO, nor shall the Awarded Supplier allow any Subcontractors to commence work on his subcontract until all similar insurance required of the Subcontractor has been obtained and approved. All insurance policy(ies) shall be with insurers qualified for doing business in Florida. Sixty calendar days' notice of cancellation, non-renewal, or change in the insurance coverage is a requirement.

4.19.2 Worker's Compensation Insurance. The Awarded Supplier shall take out and maintain during the life of this Contract, Worker's Compensation Insurance as per statutory minimum requirements for all of their employees connected with the Work of this project and, in case any Work is sublet, the Bidder 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 Bidder. 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 Bidder shall provide, and cause each subcontractor to provide, adequate insurance satisfactorily to the HCSO for the protection of their employees not otherwise protected.

Employer's Liability:	\$100,000 Limit each Accident
	\$500,000 Limit each Aggregate
	\$100,000 Limit Disease each employee

4.19.3 Contractors Public Liability and Property Damage Insurance. The Awarded Supplier shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance and shall protect itself from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by itself or by anyone directly or indirectly employed by him, and the amounts of such insurance shall be the minimum limits as follows:

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

4.19.4 Professional Liability Insurance (if applicable to the work being performed). The Awarded Supplier shall take out at its own expense, during the life of this Contract, Professional Liability Insurance in the amounts of:

Professional Liability:	\$500,000 per occurrence; and \$1,000,000 aggregate.
-------------------------	---

4.19.5 Comprehensive Insurance Coverage (if any of the categories below apply to the work being performed). The Bidder shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance, and Comprehensive Automobile Insurance, and shall protect them from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by themselves or by anyone directly or indirectly employed by them, and the amounts of such insurance shall be the minimum limits as follows:

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

4.20 Public Record.

Any material submitted in response to this Bid will become a public document pursuant to §119.07, Florida Statute. 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, Florida Statute. The Bidder agrees to comply with §119.0701, Florida Statute, 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 the 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, and a redacted electronic copy provided. 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 110, Florida Statute, to the Bidder's duty to provide public records relating to this Contract, contact the custodian of public records at: Records Section - Freddie Solomon Annex, 1900 East 9th Avenue, Tampa, Florida 33605.

Records Custodian may also be reached at (813) 247-0960 or rec_request@hcsso.tampa.fl.us.

END OF SECTION

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Section 5 Bid Response

5.1 Bidder Order Instructions.

Describe the preferred method of contact to request service.

Company Name:

Contact Name and Title:

Address:

City:

State:

Zip Code:

Office Phone:

Mobile Phone:

Fax:

E-Mail Address:

Company Website:

5.2 Bid Contact Information.

Provide the contact information for the individual submitting this Bid response. (Please print the information below.)

Company Name:

Contact Name and Title:

Address:

City:

State:

Zip Code:

Office Phone:

Mobile Phone:

Fax:

E-Mail Address:

Describe the preferred method of contact for questions regarding this Bid submission below:

5.3 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 the entire document.

The following represents every deviation (itemized by number) to the foregoing Sections of this Bid, to wit. If there is no exception, please write "None," or "N/A."

5.4 Pricing Matrix: [Please see APPENDIX II – Pricing Matrix to fill out the following information]

APPENDIX II - PRICING MATRIX			
VEHICLE REPAIR SERVICES			
Item	Description	Amount / Percentage	Unit of Measure
A.1	Labor – Repairs	\$0.00	Per Hour
A.2	SMI Flat Rate (up to 7 qts of Oil, Filters, Fluids, Inspection)	\$0.00	Each
A.3	Labor – Tire Mount/Dismount (Includes valve stem replacement)	\$0.00	Each
A.4	Labor – Tire Repair	\$0.00	Each
A.5	Labor – Tire Balance	\$0.00	Each
A.6	Labor – Battery Replacement	\$0.00	Each
A.7	Labor – ECM/BCM Flash	\$0.00	Each
A.8	Labor – Four Wheel Alignment	\$0.00	Each
A.9	Labor – Two Wheel Alignment	\$0.00	Each
A.10	Labor – Air Conditioning Charge	\$0.00	Each
A.11	Labor – Wiper Blade Installation	\$0.00	Each
B.1	Parts Pricing – Percentage Over Cost	0%	% Over Cost
C.1	Estimated time for delivery for Parts		
C.2	Estimated time for delivery for Tires		

5.5 Statement of No Participation.

If, for any reason, you are unable or unwilling to participate in this Bid at this time, please complete and return this Statement of No Participation to the e-mail Purchasing@HCSO.Tampa.FL.US or by fax at (813) 242-1826. Your choices or comments below will assist us in properly notifying you of future opportunities.

Specifications	Nature of Award
<input type="checkbox"/> Specifications are too "tight" (i.e., limited to one brand or manufacturer)	<input type="checkbox"/> Insufficient time was provided for response
<input type="checkbox"/> Unable to meet specifications	<input type="checkbox"/> Product or an equivalent is not offered
<input type="checkbox"/> Specifications are unclear	<input type="checkbox"/> Other

Please provide an explanation:

We request to:

<input type="checkbox"/> Remain on HCSO's list for future solicitations in this service category	<input type="checkbox"/> Be removed from HCSO's list for future solicitations in this service category
--	--

Company Name: _____

Officer Name and Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office Phone: _____ Mobile Phone: _____ Fax: _____

E-Mail Address: _____

Signature of Officer: _____ Date: _____

5.6 Affirmation and Declaration. (Signature Required)

At this present time, we understand all requirements and warrant that as a Bidder we will comply with all the stipulations included in the Bid. 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:

- 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;
- 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;
- 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;
- 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.

5.6.1 Signature of Acknowledgment. The General Terms and Conditions outlined in the preceding pages are acknowledged. Our Bid is attached.

Respectfully submitted by,

Company Name

Company Officer Name (Printed)	Date
Company Officer (Signature)	Title

5.7 Bid Checklist.

To ensure your submission is found responsive, please ensure you have included all the requested items of this Bid. These may include at the minimum the items notated below. Failure to verify all requested items are included in your Response, regardless of whether included on this Checklist, may be grounds for your Response to be rejected.

- One (1) original or one (1) electronic copy of the completed Bid Package in its entirety.
- Signatures as required for Acknowledgments, Intent, Participation, Affirmations, Addenda, Change Orders, etc.
- Appendix I – Supplier Application Packet, to include the completed Application, W9, ACH Authorization with valid secondary verification method, Business Tax Receipt or other government issued business license.
- Appendix II – Pricing Matrix
- Appendix IV – Completed Service Provider Location Form.
- Section 5 Bid Response to include 1) order instructions, 2) solicitation contact information, 3) emergency services contact, 4) pricing matrix, 5) Affirmation & Declaration (signature required), etc.
- Manufacturer literature and warranty information, if applicable.
- Properly labeled outermost layer of packaging to meet submission requirements.

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

REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK

5.8 **Bid Packaging Label.**

Below is the information required on the outermost packaging of your Bid Package. Use this as a label.

URGENT - SEALED SUBMITTAL PACKAGE ENCLOSED

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 2025-003

VEHICLE REPAIR SERVICES

OPENING DATE/TIME:
March 25, 2025 3:00pm EST

URGENT **URGENT**

END OF SECTION

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Section 6 Attachments

6.1 Attachment Number and Description or Contents

Appendix I Supplier Application Packet

Appendix II Pricing Matrix

Appendix III HCSO District Boundary Map

Appendix IV Service Provider Location Form

Appendix V Schedule Maintenance Inspection Form

Exhibit A Draft Award Contract

END OF SECTION

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK