

**HILLSBOROUGH COUNTY  
SHERIFF'S OFFICE**



**CHAD CHRONISTER, SHERIFF**

Invitation to Bid No. 2-20

Vending Machine Services

January 2, 2020

# **HILLSBOROUGH COUNTY SHERIFF'S OFFICE**



**CHAD CHRONISTER, SHERIFF**

2008 E. 8<sup>th</sup> Avenue  
Tampa, FL 33605

Colleen Hensley, Buyer  
(813) 247-8068  
chensley@hcsso.tampa.fl.us

## **INSTRUCTIONS TO BIDDERS**

Included herein are General Terms and Conditions (Part A), Special Provisions (Part B), Technical 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 herein specified. 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 OUTSIDE OF THE ENVELOPE OR BOX. INCLUDE THE BID NUMBER AND THE DATE AND TIME OF THE BID OPENING.**

<b>TABLE OF CONTENTS</b>	<b>PAGE</b>
Instructions to Bidders	2
<b>DATE TIME AND PLACE - MEETINGS &amp; DEADLINES</b>	4
Part A - General Terms and Conditions	4
<b>SIGNATURE OF ACKNOWLEDGEMENT</b>	7
Part B - Special Provisions	8
Part C - Technical Specifications	13
Part D - Bid Response	16
<b>SIGNATURE OF AFFIRMATION</b>	18
Statement of No Bid	20
Bid Checklist	21
Package Label	22
Exhibit A - HCSO Vending Machine Requirements Listing	Attached
Appendix I - Vendor Packet (Application, W9, Direct Deposit)	Attached

<b>PROPOSED SCHEDULE OF EVENTS</b>	<b>DATE</b>
BID ADVERTISED / POSTED TO HCSO AND OSD WEBSITE	1/2/2020
DEADLINE TO SUBMIT BID	1/23/2020
AWARD NOTIFICATION TARGET DATE	2/1/2020

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

**SUBJECT:** INVITATION TO BID 2-20

**BID TITLE:** VENDING MACHINE SERVICES

**OPENING DATE & TIME:** 1/23/2020 at 3:00 pm.

**PLACE:** Malcolm E. Beard Sheriff's Operation Center  
Financial Services Division, Purchasing Section  
2008 E. 8th Avenue, Room 125  
Tampa, Florida 33605

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

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

1. Bids: Must be contained in a SEALED envelope addressed to: Chad Chronister, Sheriff, 2008 E. 8th 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 outside of the envelope.

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. Bid Delivery: The responsibility for getting the Bid to the Hillsborough County Sheriff's Office (HCSO) on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The HCSO will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Bidder shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Bids will not be accepted after the time specified for receipt. Such bids shall be returned to the Bidder unopened with the notation "This Bid was received after the time designated for the receipt and opening of bids".
3. On-Line Documents: The HCSO is publishing documents on its website <https://teamhcs.com> 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. Time for Consideration: Bidders 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.
5. Prices: All bids submitted must show the net bid price after any and all discounts allowable have been deducted. **Prices quoted are to be F.O.B. Destination.** All prices shall include freight (to include manufacturer to distributor), packaging, and any other similar fees. The HCSO is exempt from all state sales, use, transportation, and excise taxes. The HCSO will issue tax exemption certificates to the Awarded Vendor.

The Bidder's attention is directed to the tax laws of the State of Florida including, but not limited to, Chapter 212, Florida Statutes, which apply to transactions resulting from this Bid, and **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. **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.
7. **Condition of Materials and Packaging:** 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. **Claims:** The Vendor will replace missing or damaged items within three (3) business days and will be responsible for making any and all claims against carriers.
9. **When to Make Delivery:** Deliveries resulting from this Bid are to be made during the normal working hours of the HCSO. It is the Bidder's responsibility to confirm this information.
10. **Information and Descriptive Literature:** Bidder must furnish all information requested in the Bid. If specified, each Bidder must submit samples, cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted with previous responses will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
11. **Bid Submittal Costs:** 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. **No Bid:** If you do not wish to submit a response to the Bid, please return the Statement of No Bid found on page 20. The "No Bid" information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor List.
13. **Compliance with Occupational Safety and Health Act (OSHA):** Bidder certifies that all material/items contained in their response meets all OSHA requirements.
14. **Laws, Statutes, and Ordinances:** The terms and conditions of the Bid and the resulting Contract shall be construed in accordance with the laws, statutes, and ordinances of the State of Florida and Hillsborough County. Where State Statutes and regulations are referenced, they shall be interpreted to apply to this Bid and to the resulting Contract. While the Sheriff is not bound by Chapter 287, Fla. Stat., in the spirit of fair dealing and just opportunity, the HCSO endeavors to meet the directives and business practices articulated in the Chapter.
15. **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, is in the best interest of the HCSO. The HCSO reserves the right to evaluate, add, and/or reject any items from any bid options or resulting Contract(s) when deemed to be in the best interest of HCSO.
16. **Appropriations Clause:** The HCSO, as an entity of Government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any Contract entered into as a result of this Bid for each and every fiscal year following the fiscal year in which this Contract is executed and entered into, and for which the Contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Contract, provide

prompt written notice of such event and effective 30 calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such Contract.

17. 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.

The Purchasing Section will have five (5) business days upon receipt of this notice to meet and consider the protest as written. The Buyer will coordinate the review process with the parties involved and may request additional information from the Proposer or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Buyer will make a recommendation to the Chief Financial Officer (CFO).

The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the Bidder in writing. This decision, and the basis upon which it was made, will be communicated to the Bidder within five (5) business days following the receipt of the recommendation from the Purchasing Section. A single appeal of the CFO's decision is available by submitting a notice in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) requesting a Management review of the decision. Final decision of an appeal will be made by the Sheriff.


18. Public Entity Crimes: Pursuant to §§287.132-133, Fla. Stats., the HCSO, as a public entity, may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, Fla. Stat., for Category Two (\$35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list, unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), Fla. Stat. If you submit a response to this Bid, you are certifying that §§287.132-133, Fla. Stats. does not restrict your submission.
19. Public Records: Any material submitted in response to this Bid will become a public document pursuant to §119.07, Fla. Stat. This includes material which the respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, Fla. Stat. The Awarded Vendor agrees to comply with §119.0701, Fla. Stat. regarding maintenance and provision of access to all public records generated by this Contract with the HCSO.

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**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: HCSO Records Section, 1900 East 9<sup>th</sup> Avenue, Tampa, Florida 33605, Phone 813-247-8210 or email at [hcsorecords@hcsotampa.fl.us](mailto:hcsorecords@hcsotampa.fl.us)**

20. Specifications: Attached.

CHAD CHRONISTER, SHERIFF  
HILLSBOROUGH COUNTY, FLORIDA

By:   
Christina R. Porter, CPA  
Chief Financial Officer

21. General Terms and Conditions outlined above are acknowledged. Our Bid is attached.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature of Company Officer Date

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID AFTER COMPLETING PARAGRAPH 21. EACH COMPANY'S BID, AND ANY CLARIFICATIONS TO THAT BID, AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN THE BID RESPONSE, EXCEPTIONS (PART D, PARAGRAPH 1).

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**PART B - SPECIAL PROVISIONS**

1. **IN GENERAL**

The purpose of this Invitation to Bid (Bid) is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) to secure a company to provide vending machine services to include provision, stocking, and maintenance of vending machines as identified in Exhibit A, HCSO Vending Machine Requirements Listing.

2. **SCOPE OF WORK**

Any reference to the "Work" throughout this RFP is defined to be inclusive of the Scope of Work and any related performance detailed herein. For further details, refer to Technical Specifications (Part C).

3. **ESTIMATED QUANTITIES**

Number and type of vending machines to be provided under this Contract are identified in Exhibit A, HCSO Vending Machine Requirements Listing. This estimate is furnished as a guide for preparing the Bid Response (Part D), and should not be construed as representing the final number and type of vending machines to be provided under this Bid.

4. **COMMUNICATION BETWEEN PARTIES**

All questions in regard to this Bid are to be directed, in writing, to the Buyer: Colleen Hensley, at [Purchasing@hcsotampa.fl.us](mailto:Purchasing@hcsotampa.fl.us), or by fax at 813-242-1826. No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this RFP 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://teamhcsotampa.com>. This will include Q & A responses, amendments, addenda, etc. Posting documents to the HCSO website is considered the official method of notification regardless of other notification methods the Buyer utilizes for convenience of the parties involved.

5. **VENDOR QUALIFICATIONS**

Bidders may be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances, and personnel to furnish the item(s) or service(s) offered satisfactorily and expeditiously.

The HCSO reserves the right to inspect the Bidder's place of business and equipment prior to award of any contract, for determining ability to meet terms and conditions as set forth herein.

All employees of the Bidder which will Work in a HCSO Facility or on a HCSO property may be required to have a background check by the HCSO prior to beginning Work. All employees must comply with HCSO's policy and procedures which includes no smoking on any HCSO property. The Awarded Vendor shall be required to provide a Work crew list giving all personnel names and changes as they occur. The HCSO will perform the background checks at no cost to the Awarded Vendor. The HCSO will determine the eligibility of each personnel requesting access.

The Vendor Packet attached as Appendix I must be returned with your Bid Response along with copies of Hillsborough County Business Tax Receipt or other local government business license(s). Current Certificates of Insurance for Liability and Workers Compensation must also be included (refer to Certificates of Insurance, Part B, Paragraph 18).



6. BRAND NAMES

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

7. SUBSTITUTION

The Awarded Vendor may request changes in products if sales do not warrant continuation. The affected HCSO department reserves the right to request changes in products offered. The Awarded Vendor shall endeavor to accommodate the affected HCSO's department requests or provide justification for rejection.

8. 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, Fla. Stat. regarding Standards of conduct for public officers, employees of agencies, and local government attorneys.

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

9. AWARD

Award shall be made to the most responsive Bid(s) and responsible Bidder(s) meeting specifications, price, and other factors considered. The HCSO reserves the right to award to multiple Bidders, by line item or by overall total, whichever is deemed in the best interest of the HCSO.

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

Award or No Award notifications will be sent to all Bidders. Bid results will be available on the HCSO website <https://teamhcs.com>.

10. BID OPENING

Bidders are welcome to attend the bid opening where Bidder names will be read and unit prices read if requested. Award will be dependent upon the determination that the Bids are responsive, Bidders are responsible, and any other evaluation criteria stated in the bid document. 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.

11. CONTRACT PERIOD

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 on an annual basis for up to three (3) additional one (1) year periods.

12. ESCALATION/DE-ESCALATION

The HCSO will allow an escalation/de-escalation provision in this Bid. Awarded Vendor's request to change the financial terms of the Contract will be allowed provided the Vendor(s) notify the HCSO, Financial Services Division, of the pending increase or decrease in writing a minimum of 60 calendar days prior to the end of each one (1) year period for which the Bid was awarded. The HCSO may accept and renew, or decline the change in terms at its sole discretion.

13. ADDITION/DELETION

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

14. CANCELATION

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

- a. 10 calendar days written notice with cause, or;
- b. 30 calendar days written notice without cause.

If it becomes necessary to terminate the Contract, all services and/or materials provided resulting in commission through the date of receipt of written notice of cancellation must be paid to the HCSO. 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.

Any installed equipment shall be removed, at the Vendor's expense, within the period of written notice. Any resulting damage during the removal shall be corrected at the expense of the Vendor responsible for removing said equipment.

15. DEFAULT

The Contract may be canceled or annulled by the HCSO CFO in whole, or in part, by written notice of default to the Vendor upon non-performance or violation of Contract terms. An award may be made to the next best responsive 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 Vendor to deliver services within the time stipulated in this Bid, unless extended in writing by the Financial Services Division, shall constitute Contract default. Vendors who default on contracts may be removed from the HCSO Vendor List and determined ineligible for future contracts at the discretion of the CFO.



19. REVENUE AND PAYMENT

The Vendor will provide the HCSO the proposed monthly commission during the term of the Contract.

Remittances shall be addressed to: Hillsborough County Sheriff's Office  
Attention: Accounts Receivable  
P.O. Box 3371  
Tampa, FL 33601

Or emailed to: [accountsreceivable@hcsa.tampa.fl.us](mailto:accountsreceivable@hcsa.tampa.fl.us)

ACH and check are preferred methods of payment and information will be provided to Awarded Vendor(s).

20. EXCEPTIONS TO BID

All Bid Packages must clearly state with specific detail all deviations to the requirements imposed upon the Bid by the General Terms and Conditions (Part A), Special Provisions (Part B), and Technical 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 Technical Specifications (Part C).

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PART C - TECHNICAL SPECIFICATIONS

1. IN GENERAL

The purpose of this Invitation to Bid (Bid) is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) to secure a company to provide vending machine services to include provision, stocking, and maintenance of vending machines as identified in Exhibit A, HCSO Vending Machine Requirements Listing.

2. SCOPE OF WORK

The HCSO is seeking a qualified and experienced Vendor to provide, install, maintain and service a vending machine operation at HCSO facilities throughout Hillsborough County. Location and configurations of current machines are identified in Exhibit A, HCSO Vending Machine Requirements Listing.

The HCSO will not charge a fee for rental, lease, or license to use real property for placement of vending machine(s) and will not pay sales tax or surtax. Vendors will provide the HCSO a copy of the Sales and Use Tax Direct Pay Permit as part of the Bid Response (Part D).

Vendors will pay all applicable taxes and agree to compute, report, and pay monthly commission to the HCSO due from gross sales of the previous calendar month less applicable sales tax in accordance with the agreed upon percentage as indicated in Bid Response (Part D). The percentage of any commission submitted in Bid Response (Part D) shall be paid to the HCSO no later than 7<sup>th</sup> calendar day of each month.

The Vendor shall submit as a part of the Bid Response (Part D), the quantity and variety of machines proposed, a complete listing (brand, name of products, and sale price) of proposed products, a description of refund procedures, as well as an example monthly product sales/commission report (report).

3. LICENSES, PERMITS, AND FEES

Ownership of provided vending machines shall not transfer to HCSO. The Awarded Vendor shall obtain and pay for all licenses, permits, and fees required for this scope of services; and shall comply with all laws, ordinances, regulations, and building code requirements applicable to the work herein. Damages, penalties, and/or fines imposed on the HCSO or the Awarded Vendor for failure to obtain required documentation shall be borne solely by the Awarded Vendor.

The Vendor shall submit as a part of the Bid Response (Part D), copies of the Certificate of Registration (Form DR-11) and Florida Annual Resale Certificate for Sales Tax (Form DR-13).

4. EQUIPMENT REQUIREMENTS

All machines installed by the Awarded Vendor during the entire term of the Contract shall be new, or like new and the latest models with the most recent tamperproof non-re-settable meters. All vending equipment shall have the ability to accept one-dollar bills, various coins, and dispense change for any product. Vendor should specify details on bill changer and change capacity as part of the Bid Response (Part D). Debit and Credit card vending machines are preferred and any additional charges for use of card should be clearly displayed on machine.

All equipment, machinery, electrical appliances, cords, and apparatus shall comply with all provisions of the Florida State Safety Standards. The machines shall conform to all applicable local, state, and federal requirements to include Americans with Disabilities Act (ADA) compliance. All components, including

but not limited to wiring, accessory mountings, parts, and connectors are to be in accordance with current American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE) Standards and recommended practices. The engineering, materials, and workmanship shall exhibit a high level of quality and the appearance shall be consistent with, or shall exceed industry standards. Any components ordinarily considered optional, which are required in accordance with the bid specifications shall be considered standard equipment for purposes of this solicitation. Omission of any essential detail from the requirements and specifications does not relieve the Awarded Vendor from furnishing a complete unit. All costs for removal of any machine not meeting this requirement shall be borne by the Awarded Vendor.

Bid Response (Part D) should include pictures of machine graphics as well as a listing of proposed products, including brand, names of food and beverage products, and sales price. All equipment must be refrigerated so items will maintain freshness.

5. DELIVERY AND INSTALLATION

Equipment shall be delivered, installed and operational at all awarded facilities within a period of 30 calendar days after notification of award. Equipment shall be installed so as to present an attractive and uniform configuration. Equipment shall be secured to provide for safe, secure operation and to prevent tipping or shifting. All delivery and installation costs shall be the sole responsibility of the Awarded Vendor.

6. SCHEDULE OF SERVICE

The Vendor will service (replenish) all machines on a regularly scheduled basis in order to maintain an adequate supply of merchandise for dispensing in the equipment provided. This schedule shall be determined by the Awarded Vendor in consultation with the departments to receive the machines or to be serviced and shall not be changed without written notification to the affected department.

All materials and debris shall be removed from the premises by the Awarded Vendor during installation, replenishment, repair or any other type of work on the vending machines to the satisfaction of the HCSO.

7. REFUNDS

The Vendor shall submit as a part of the Bid Response (Part D), a description of procedures for handling refunds. The final refund procedure shall be subject to mutual agreement and approval by the HCSO.

8. MAINTENANCE AND REPAIRS

The HCSO expects prompt service from the Vendor in response to equipment that is inoperable and vending problems related to equipment failure or product complaints. Response to service requests shall be within one (1) business day from HCSO request to Vendor.

The Awarded Vendor shall promptly repair machines that are in disrepair and/or not properly performing customary vending functions. The Awarded Vendor shall make all repairs within three (3) business days of discovery or HCSO notification that a machine is not performing properly. The Awarded Vendor shall notify the affected HCSO department of each malfunctioning machine. If replacement of a machine is necessary, the Awarded Vendor will replace the machine within five (5) HCSO business days. The Awarded Vendor shall bear all costs of any such repair or replacement unless HCSO negligence is the proven cause of damage.

9. SAFEGUARDING FOOD ITEMS

It shall be the responsibility of the Awarded Vendor to safeguard all goods by removing recalled and/or expired items, rotating items, and/or performing the best industry practices to ensure food and beverage quality and safety.

10. PERSONNEL

Vendor shall provide all necessary labor and supervision to complete the Work detailed herein. Vendor personnel shall be adequately trained, maintain a professional appearance and be readily identified by uniform or identification badge as an employee of the Vendor while on HCSO property. Vendor personnel may require an HCSO escort at all times while on HCSO property based on location of machines.

11. RECORDS

The Awarded Vendor must maintain, during the course of the Awarded Contract, all books of account, reports, and records used in this type of operation in accordance with generally accepted accounting practices and standards. All records and reports may be subject to review by the HCSO Financial Services Division (FSD) or delegate. The FSD must be permitted, during normal business hours, to review and examine the books of account, reports, and records relating to this Contract, for a period of up to three (3) years.

12. TAXES/ LICENSING

State and local sales and use tax shall be paid by the Awarded Vendor on all machines, services and supplies used in the operation of any vending machine pursuant to the Florida Department of Revenue, Sales and Use Tax on Vending Machines. Retail and rental taxes and licensing are the responsibility of the Vendor and shall be handled in accordance with Florida State Statutes.

13. REPORTS

The Awarded Vendor shall collect vending machine revenues. A product sales/commission report (report) shall be delivered to the HCSO Accounts Receivable Section no later than the 7<sup>th</sup> calendar day of each month. This report shall be computer generated, styled in columns each headed with the following information and sorted by facility:

- a. Name and address of facility;
- b. Machine serial number or other designated identifier and location;
- c. Number of products sold for month reported;
- d. Total gross sales for the month with tax information detailed separately;
- e. Commissions paid; and
- f. Dollar reading of non-re-settable meter.

The report shall also include data of removal and/or replacement of machines in and out of HCSO facilities. This report shall be submitted in electronic copy to the HCSO Accounts Receivable Section no later than the 7<sup>th</sup> calendar day of each month along with any commission check or Electronic Fund Transfer (EFT) for the period. Each Vendor must submit a sample report with Bid Response (Part D).

14. SUBCONTRACTING

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





2. PRICING

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

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

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

<u>Line #</u>	<u>Description</u>	<u>Price</u>
A.	Monthly Commission Rate Based on Gross Sales less applicable sales tax	_____ %

**B. Machine Options:**

Line #	Description	Snack Only Vending Machine	Beverage Only Vending Machine	Snack & Beverage Vending Machine
B.1	Vending Machine Make			
B.2	Vending Machine Model			
B.3	Number of Selections			
B.4	Type of Monetary Acceptance			
B.5	Does Vending Machine Require Wifi Access?			

**C. Provide List of Products to include Brand, Name of Product and Proposed Price for each product to be resold in vending machines.**

**D. Provide description of procedures for handling refunds.**

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3. VENDOR ORDER INSTRUCTIONS

Describe the preferred method of contact to request service.

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Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

4. 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: \_\_\_\_\_

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Print Signer's Name Date

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Signature of Company Officer Title

**REFERENCE LIST**

**Provide a minimum of three (3) references of customers in which you supplied a similar service or commodity. Do not include Hillsborough County Sheriff’s Office as one of your references.**

1.

Company Name:	
Contact/Title:	
Phone Number:	
Email Address	
Services Provided	

2.

Company Name:	
Contact/Title:	
Phone Number:	
Email Address	
Services Provided	

3.

Company Name:	
Contact/Title:	
Phone Number:	
Email Address	
Services Provided	

STATEMENT OF NO BID

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

HILLSBOROUGH COUNTY SHERIFF'S OFFICE  
FINANCIAL SERVICES DIVISION  
Email to: [purchasing@hcsso.tampa.fl.us](mailto:purchasing@hcsso.tampa.fl.us)  
Or Fax 813-242-1826

We, the undersigned, have declined to respond on Bid No. 2-20 Vending Machine Services for the following reasons:

- \_\_\_\_\_ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- \_\_\_\_\_ Insufficient time to respond.
- \_\_\_\_\_ We do not offer this product or an equivalent.
- \_\_\_\_\_ Our Product schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet specifications.
- \_\_\_\_\_ Unable to meet Bond Requirements.
- \_\_\_\_\_ Specifications unclear (explain below).
- \_\_\_\_\_ Other (specify below)

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We understand that if the Statement of No Bid is not executed and returned, our name may be deleted from the list of qualified Vendors for the Hillsborough County Sheriff's Office.  
(PLEASE PRINT)

COMPANY NAME \_\_\_\_\_ DATE \_\_\_\_\_

COMPANY OFFICER \_\_\_\_\_ TITLE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**BID CHECKLIST**

**Include this checklist as a cover page with your Bid Package:**

- ONE (1) ORIGINAL AND ONE (1) COPY of the entire Bid.
- SIGNATURES required Parts A and D.
- Any Addenda or Amendments (Signatures required).
- Completed Part D including pricing, refund procedures and signature page.
- Completed Reference List.
- Appendix I, Vendor Packet to include completed Vendor Application, W9 and Business Tax Receipt.
- Certificate of Registration (Form DR-11) and Florida Annual Resale Certificate for Sales Tax (Form DR-13).
- Sales and Use Tax Direct Pay Permit.
- List of Products to include Brand, Name of Product and Proposed Price for each product to be resold in vending machines.
- Sample product sales/commission report.
- Pictures of machine graphics.

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

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

**ATTN: PURCHASING 813-247-8034 or  
FINANCIAL SERVICES DIVISION 813-247-8035**

**BID PACKAGE SUBMITTAL**

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

**BID # 2-20**

**VENDING MACHINE SERVICES**

**OPENING DATE/TIME:  
January 23, 2020 @ 3:00 PM**