

**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**



CHAD CHRONISTER, SHERIFF

INVITATION TO BID 2024-005

ASSORTED VEHICLE PROCUREMENT

August 14, 2024

**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**



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

Marianne Theen, Buyer
MTheen@teamhcsso.com

INSTRUCTIONS TO SUPPLIERS

Included herein are GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), SPECIFICATIONS (PART C) and BID RESPONSE (PART D), which together with all attachments, constitute the entire "Bid Package". **Said Bid Package must be the basis upon which all bids are offered and must be kept together and returned, intact, by the time and at the place specified herein.** The Supplier must 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.

During award procedures, the Bid and Bid Response will become incorporated into an agreement that becomes the "Contract Document". This agreement will require the signatures of the Hillsborough County Sheriff's Office (HCSO) and the Awarded Supplier to become binding. A draft copy of the proposed agreement and its terms and conditions are attached to this Bid for review.

NOTICE TO SUPPLIERS

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.

LETTER OF INTENT

The undersigned acknowledges the General Terms and Conditions of the Bid and intends to respond to the HCSO. We understand that any amendments, clarifications, and addenda to the Bid will be promptly communicated to the individual authorized below to receive this information. Please print clearly.

COMPANY NAME

COMPANY ADDRESS

PRIMARY CONTACT NAME/TITLE

EMAIL ADDRESS

TELEPHONE NUMBER

FAX NUMBER

SIGNATURE OF COMPANY OFFICER

DATE

When responding to this Letter of Intent, in good faith, it will allow the Buyer to coordinate Bid related correspondence in an effective manner to all participants, when applicable, in addition to the HCSO's official means of communication – HCSO's website: <https://TeamHCSO.com/>.

If you do not wish to participate, please instead return Appendix II - *Statement of No Participation*. The "No Participation" information is helpful to the process and assures the HCSO you wish to remain on the available HCSO Supplier List.

****NOTE: THIS FORM SHOULD BE SENT IMMEDIATELY TO THE BUYER LISTED ON THE FRONT OF THIS DOCUMENT, AT FAX NUMBER 813-242-1826, OR TO Purchasing@HCSO.Tampa.FL.US.**

SOLICITATION OVERVIEW

SUBJECT: Invitation to Bid 2024-005

BID TITLE: Assorted Vehicle Procurement

BID OVERVIEW: The purpose of this Invitation to Bid (Bid) is to describe the requirements of Chad Chronister, the Sheriff of Hillsborough County, a Constitutional Office of the State of Florida (Sheriff), to establish contracts with manufacturer’s authorized dealers with the intent to provide Participating Public Agencies with the best and broadest possible selection of assorted vehicle products and services to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing the Products and Services as defined in PART C *Specifications*. The intention is to have the resulting contract agreements administered by the Florida Sheriffs Association (FSA).

Any reference to the “Work” throughout this document is defined to be inclusive of the Scope of Work and any related performance detailed herein.

BID OPENING DATE & TIME: Wednesday, September 11, 2024, at 3:00 PM EDT

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

CONTRACT TERM: Four (4) years initial award, three (3) optional two (2) year renewals.

PROPOSED SCHEDULE:

The Bid schedule set out herein represents the HCSO’s 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/OSD	August 14, 2024
Letter of Intent and Questions and Clarifications Deadline	August 28, 2024
Deadline for Receipt / Bid Opening	September 11, 2024, at 3:00 PM
Award Notification Target Date	September 25, 2024

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 Awarded Supplier, 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.

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PART A - GENERAL TERMS AND CONDITIONS**1. BIDS:**

Must be contained in a SEALED envelope addressed to: Hillsborough County Sheriff's Office, Sheriff's Operations Center, Financial Services Division – Purchasing Section, 2008 East 8th Avenue, Tampa, Florida 33605. To prevent inadvertent opening, the Bid must be marked as a BID DOCUMENT utilizing the Packaging Label provided at the end of this document.

If our specifications, when included, are not returned with your Bid, and no specific reference is made to them in your BID RESPONSE (PART D), it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, company's or manufacturer's specifications which accompany the BID RESPONSE (PART D), contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your BID RESPONSE, *Exceptions* (PART D, Paragraph 1).

2. BID SUBMISSION:

One (1) original bid package and one (1) copy is required for a response. Additional copies may be included if Supplier has redactions requested pursuant to Florida Stat. §119.071. Submission must utilize the Packaging Label provided at the end of this document.

Bids will be received until the time and date shown and will be read aloud immediately thereafter. A video recording of the Bid opening will then be posted to the HCSO's website at <https://TeamHCSO.com/Purchasing>. Suppliers 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) or commercial shipment.

The completed APPENDIX I (Supplier 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).

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 8th Avenue, Tampa, Florida 33605.

To prevent inadvertent opening, the Bid must be marked with the included PACKAGING LABEL

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.

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3. **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 Supplier. 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 Supplier shall be responsible for reading very carefully and understanding completely the requirements within this document. Bids will not be accepted after the time specified for receipt.

4. **BID OPENING:**

The Bid Opening will *not* be open to the public. Bids will be received until the time and date listed herein and will be read aloud immediately thereafter at the "Place" indicated. A video recording of the Bid Opening will then be posted to the HCSO website <https://TeamHCSO.com/Purchasing>.

Bids must be received by the HCSO Purchasing Section no later than the time and date shown within this Bid document. Suppliers mailing their Bid Responses should allow for normal mail time to ensure receipt by HCSO prior to the time and date fixed for the acceptance of the Bids. Bids or unsolicited amendments to Bids, received by the HCSO after the acceptance date will not be considered.

The HCSO reserves the right to postpone the date for receipt and opening of Bids or other deadlines and will make a reasonable effort to give at least five (5) calendar days' notice of any such postponement to each prospective Supplier.

It is understood and agreed upon by the Supplier in submitting a Bid Response that the HCSO has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number of Bids received; competitive technical information; competitive price information; and the HCSO evaluation concerns about competing Bids. Information released after award is subject to the disclosure requirements of the Chapter 119, *Fla. Stat.* Suppliers are enjoined from discussing or disclosing the content of any Bid with competing Suppliers during the evaluation and negotiation process.

5. **BID SUBMITTAL COSTS:**

Submittal of a Bid is solely at the cost of the Supplier and the HCSO in no way is liable or obligates itself for any cost incurred by the Supplier in preparing the Bid Response.

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 Supplier.

7. **NO BID:**

If you do not wish to submit a response to the Bid, please return the STATEMENT OF NO PARTICIPATION herein as APPENDIX II. The "No Participation" information is helpful to the process and assures the HCSO you wish to remain on the available HCSO Supplier List.

8. **COMMUNICATION BETWEEN PARTIES:**

All questions in regard to this Bid are to be directed, in writing, to the Buyer as listed on page 2, *Instructions to Suppliers*. No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this Bid prior to the notice of award.

In the interest of public access, all documents relating to this Bid will be posted to the HCSO website at <https://TeamHCSO.com/Purchasing>. This will include Question & Answer (Q&A), amendments, addenda, etc. Posting documents to the HCSO website is considered the official method of notification regardless of other notification methods the Buyer utilizes for convenience of the parties involved.

9. ON-LINE DOCUMENTS:

The HCSO publishes procurement-related documents on its website at <https://TeamHCSO.com/Purchasing> for the convenience of companies wanting to do business with the HCSO and to save tax dollars. This service is public record and the HCSO is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a Bid.

10. TIME FOR CONSIDERATION:

Supplier warrants, by virtue of submitting a Bid, the prices quoted in their response will be good for an evaluation period of 90 calendar days from the date of Bid Opening unless otherwise stated. Suppliers will not be allowed to withdraw or modify their Bid Responses after the opening time and date.

11. PRICES:

The HCSO is exempt from all state sales, use, transportation, and excise taxes. The HCSO will issue its tax exemption certificate to the Awarded Supplier(s).

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

12. LEGAL REQUIREMENTS:

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Supplier of applicable legal requirements will in no way be a cause for relief from responsibility.

Suppliers have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. Suppliers can self-certify by signing the federal grant compliance paperwork in Appendix I and return it with their bid. This certification indicates their willingness to comply with the requirements outlined in Appendix I for federally funded purchase orders. This certification is not a requirement of the Invitation to Bid or contract. Suppliers are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. It is the responsibility of the Eligible Purchaser to determine compliance for each Supplier if they wish to use federal funds for purchase or intend to request reimbursements using federal funds.

13. PATENTS AND ROYALTIES:

The Supplier, without exception, shall indemnify and hold harmless the HCSO and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the HCSO or an Eligible Purchaser.

If the Supplier uses any design, device or materials covered by letters, patent or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device or materials in any way involved in the Work.

14. FEDERAL AND STATE STANDARDS:

It is the intent of HCSO that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety and environmental requirements, shall immediately become a part of the Terms & Conditions. The Supplier shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Supplier shall contact the FSA's Cooperative Purchasing Program (FSA CPP) immediately.

15. UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

16. DISADVANTAGED BUSINESSES:

As part of the solicitation process, the HCSO makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

- A. Small businesses,
- B. Minority-owned small businesses,
- C. Women-owned small business enterprises, and
- D. Disadvantaged business enterprises.

The HCSO takes necessary affirmative steps to ensure that minority businesses, women's business enterprises and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. The HCSO will:

- A. Evaluate whether small, minority and women's businesses are potential sources,
- B. Place those qualified small and minority businesses and women's business enterprises on solicitation lists,
- C. Search the Small Business Administration, Minority Business Development Agency and Labor Surplus Area reports for additional potential sources.

Suppliers are instructed to self-certify in their Bid Response whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise and disadvantaged business.

17. SUPPLIER DIVERSITY:

To ensure 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.

18. ANTI-DISCRIMINATION:

The Supplier certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

19. BEST COMMERCIAL PRACTICES:

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

20. CLAIMS:

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

21. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA):

The Supplier certifies that all material/items contained in their Bid Response meets all OSHA requirements.

22. APPROPRIATION OF FUNDS:

The HCSO, as an entity of local government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any Contract entered into as a result of this Bid for each and every fiscal year following the fiscal year in which this Contract is executed and entered into, and for which the Contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Contract, provide prompt written notice of such event and effective 30 calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such Contract.

23. PROTESTS:

Any Supplier 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 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 Supplier 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 Supplier in writing. This decision, and the basis upon which it was made, will be communicated to the Supplier 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.

24. 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.

25. NEXT BEST SUPPLIER:

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

26. 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.

27. E-VERIFY REQUIREMENT:

Pursuant to §448.095, *Fla. Stat.*, the Sheriff requires the Awarded Supplier(s), and any and all subcontractors, if permitted by agreement, to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If the Awarded Supplier(s) enters into a contract with a subcontractor, the subcontractor must provide the Awarded Supplier(s) with an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. The Awarded Supplier(s) shall maintain a copy of such affidavit for the duration of the contract.

If the Sheriff has a good faith belief that the Awarded Supplier(s) has knowingly violated §448.09(1), *Fla. Stat.*, the Contract will be terminated. If the Sheriff has a good faith belief that a subcontractor knowingly violated this subsection, but the Awarded Supplier(s) otherwise complied with this subsection, the Sheriff will promptly notify the Awarded Supplier(s) and order the Awarded Supplier(s) to immediately terminate the contract with the subcontractor.

Termination of any and all contracts and/or sub-contracts as provided above, does not constitute a breach of contract and may not be considered as such. If the Sheriff terminates a contract with an Awarded Supplier(s) as provided above, the Awarded Supplier(s) may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The Awarded Supplier(s) is liable for any additional costs incurred by the Sheriff as a result of the termination of a contract.

28. INDEMNIFICATION:

The Awarded Supplier(s) will indemnify and hold harmless the HCSO and its employees and agents from and against all liabilities, claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of its Work, provided that any such liability, claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from and (b) is cause in whole, or in part, by the act or omission of the Awarded Supplier(s), any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole, or in part, by a party indemnified hereunder.

In any and all claims against the HCSO or any of its agents or employees by any employee of the Supplier, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Supplier or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

29. 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 Supplier list for a period of 36 months from the date that the person or affiliate was placed on the convicted Supplier list, unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), *Fla. Stat.* If you submit a Bid Response in response to this Bid, you are certifying that §§287.132-.133, *Fla. Stats.*, does not restrict your submission.

30. FORCE MAJEURE:

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure, as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals; or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

31. PUBLIC RECORDS:

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 Supplier agrees to comply with §119.0701, Florida Statute, regarding maintenance and provision of access to all public records generated by this Contract with the Sheriff.

The Sheriff requires that, at the conclusion of the selection process, the contents of all Bid Responses 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 Response must be clearly stated in the Bid Response itself. Proprietary information submitted in response to the Bid will be handled in accordance with applicable Florida Statutes.

If the Supplier has questions regarding the application of Chapter 119, Florida Statutes, to the Supplier's duty to provide public records relating to this Contract, contact the custodian of public records at: Hillsborough County Sheriff's Office, Sheriff's Operations Center, ATTN: Records Section, 1900 East 9th Avenue, Tampa, Florida 33605, (813) 247-8210 or at rec_request@HCSO.Tampa.FL.US.

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

By: _____


William V. Spinelli, CPA
Chief Financial Officer

PART A - SIGNATURE OF ACKNOWLEDGMENT

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

Company Name

Company Officer Name (Printed)

Title

Company Officer Signature

Date

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

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PART B - SPECIAL PROVISIONS

1. SUPPLIER QUALIFICATIONS:

Bids shall be considered only from those who can clearly demonstrate to the HCSO a professional ability to perform the type of work specified within the Bid. Suppliers 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 Supplier, the HCSO reserves the right to investigate the financial condition, experience and training records, personnel, equipment, facilities and organization of the Supplier. 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.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the HCSO.

The HCSO may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Supplier, including past performance with the HCSO in making the award.

The HCSO may inspect the Supplier's facility prior to the award of contract. Bids will only be considered from companies which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the Bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the Bid Response for evaluation.

2. SUPPLIER ABILITY TO PERFORM:

The HCSO may require Suppliers to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the HCSO may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the Bid Response may render the Bid non-responsive.

During the contract period, the HCSO may review the Supplier's record of performance and may require submission of supporting documentation to ensure that the Supplier is providing sufficient financial support, equipment and organization.

If the HCSO determines that the Supplier no longer possesses the financial support, equipment and organization in order to comply with this section, HCSO has the authority to immediately terminate the Contract.

By responding to this Invitation to Bid, the Supplier warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain or diminish the Supplier's ability to satisfy the obligations of a resulting contract. The Supplier warrants that neither it nor any affiliate is currently on the convicted Supplier list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Awarded Supplier shall immediately notify the HCSO and Eligible Purchaser in writing of its ability to perform is compromised in any manner during the term of the Contract.

3. SUBCONTRACTING:

The Awarded Supplier(s) may not sublet or subcontract any of the contractual obligations concerning this Bid matter except as provided for in the written contract between the HCSO and Awarded Supplier(s). This statement prohibits subcontracting overall management obligations pertaining to the Work and requires the Awarded Supplier(s) to retain ultimate liability for all contractual obligations.

4. CONFLICT OF INTEREST:

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

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

5. ASSIGNMENT:

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the HCSO.

If the original Supplier sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. HCSO reserves the right to reject the acquiring entity as Supplier. A change of name agreement will not change the contractual obligations of the Supplier.

In the event a manufacturer reassigns the product line to an alternate company, the Supplier is required to notify the HCSO in writing of the change within ten (10) business days of the reassignment. If the Supplier is not already an approved HCSO Supplier, the alternate company is required to submit a Supplier Packet (Appendix I) to the HCSO to become an approved Supplier prior to conducting any qualified sales. HCSO may approve such assignments of existing or new Suppliers at its discretion. The Supplier is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the Contract.

6. NON-CONFORMANCE:

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Supplier's expense. Any violation of these stipulations may also result in:

- A. Supplier's name being removed from the awarded supplier list.
- B. HCSO and Eligible Purchasers being advised not to do business with Supplier.

7. RIGHT TO AUDIT:

Supplier shall establish and maintain a reasonable accounting system that enables HCSO, FSA and FSA CPP, hereafter referred to in this paragraph collectively as "Auditors", to readily identify Supplier's sales. Auditors and their authorized representatives shall have the right to audit and to make copies of all related records pertaining to this Contract, including all government sales and eligible user information, whether kept by or under the control of the Supplier, including, but not limited to those kept by its employees, agents, assigns, successors, sub-Suppliers or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- A. Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers and bank statements;
- B. Written policies and procedures;
- C. Subcontract files (including proposals of successful and unsuccessful Suppliers, bid recaps, etc.);
- D. Original estimates, quotes or work sheets;
- E. Contract amendments and change order files;
- F. Insurance documents; or
- G. Memoranda or correspondence

Supplier shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this contract. At the Supplier's expense and upon written notice from Auditors, the Supplier shall provide such records for inspection and audit by the Auditors or their authorized representatives. Such records shall be made available to the Auditors during normal business hours within three (3) business days of receipt of the written notice. Auditors may select the Supplier's place of business or offsite location for the audit. The Auditors may also request the Supplier provide requested records via e-mail.

Supplier shall ensure Auditors have these rights with Supplier's employees, agents, assigns, successors and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Supplier and any sub-suppliers to the extent that those subcontracts or agreements relate to fulfillment of the Supplier's obligations to the Auditors.

Professional fees, personnel costs and travel costs incurred by the Auditors under their authority to audit and not addressed elsewhere will be the responsibility of the Auditors. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Supplier to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Supplier shall reimburse the Auditors for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation or non-performance, Auditors may recoup all the costs of the audit work from the Supplier.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Supplier's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of the Auditors findings to Supplier. Auditors have the right to assess damages or seek reimbursements or refunds based on audit results.

8. LICENSES AND PERMITS:

The Supplier shall obtain and pay for all licenses, permits and inspection fees for this Bid Response and any resulting contract. Where Suppliers are required to enter or go onto HCSO, FSA or purchaser property to deliver materials or perform work or services as a result of a Bid Award, the Supplier will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

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

9. PERFORMANCE BONDS:

HCSO or Eligible Purchasers may request a performance bond from a Supplier. Performance bonds are recommended with prepayment and will be at the expense of the requesting agency. Suppliers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

10. INDEPENDENT PREPARATION:

A Supplier shall not, directly or indirectly, collude, consult, communicate or agree with any other Supplier as to any matter related to the Bid Response each is submitting. Additionally, a Supplier shall not induce any other Supplier to modify, withdraw, submit or not submit a Bid Response.

Suppliers who are found to have engaged in these acts will be considered non-responsive and will be suspended or barred from Bid participation. Any contract award resulting from these acts may be terminated for default. Further, any such acts detected by the HCSO may be reported to relevant law enforcement and/or prosecutorial agencies.

Suppliers may submit multiple Bids without violating this provision, provided that each Bid is from a different manufacturer and product line. Multiple Bids from dealerships with the same ownership for the same manufacturer and product line are subject to the approval of the HCSO. HCSO's approval will be determined based on the best interests of the HCSO or the Eligible Purchasers.

11. DEFAULT:

The Contract may be canceled or nullified by the HCSO's CFO in whole, or in part, by written notice of default to the Awarded Supplier(s) upon non-performance or violation of contract terms. An award may be made to the next best responsive Bid and responsible Supplier based on evaluation, or if in the best interest of the HCSO and Eligible Purchasers, other qualified sources. Failure of the Awarded Supplier(s) 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 Supplier(s) who default on Contracts may be removed from the HCSO Supplier List and determined ineligible for future contracts at the discretion of the CFO. A defaulting Supplier may be held liable for costs incurred by the HCSO in procuring replacement products.

12. NON-PERFORMANCE:

By virtue of the Bid Response, Supplier acknowledges its obligation to sell items for which it is awarded. Upon award, failure of the Supplier to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per item, which amount the Supplier agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future Bids at the HCSO's discretion.

The Supplier shall at all times during the contract term remain responsive and responsible. In determining Supplier's responsibility, the HCSO shall consider all information or evidence that demonstrates the Supplier's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Suppliers that are not in compliance with any of the provisions of this Contract can be assessed liquidated damages, suspended or terminated from the Contract. The HCSO, at its sole discretion, may remove a non-compliant Supplier from future competitive bid solicitations; or take other actions including suspension from the Contract until compliance issues are resolved, limit current or future Supplier participation by items, or other actions as determined by HCSO at its sole discretion.

At HCSO's discretion, Suppliers may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the HCSO.

In situations where there is evidence that the Supplier has engaged in egregious breaches of the Contract with respect to either the HCSO and/or the Eligible Purchaser, the Contract can be terminated and the Supplier will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of HCSO.

Specific conditions for termination include, but are not limited to, failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Supplier installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the Contract.

Any Supplier presented with a valid Purchase Order consistent with Supplier Bid quotes or other agreed upon terms and pricing is required by this Contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Supplier must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Supplier with a profit or loss.

Failure to deliver the item may result in the Eligible Purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Supplier plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for non-payment of administrative fees, to which FSA CPP is entitled, according to Part C, Paragraph 2(R), and any attorney's fees incurred in the recovery of these damages.

13. SEVERABILITY:

In the event any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Contract, which shall remain in full force and effect and enforceable in accordance with its terms.

14. TERMINATION FOR CAUSE:

If through any cause within the reasonable control of the Supplier, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this Contract, the HCSO shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Supplier and unless the deficiencies are corrected within ten (10) business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the HCSO, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the Eligible Purchaser shall compensate the successful Supplier in accordance with the Contract for all services performed by the successful Supplier prior to termination, net of any costs incurred by the Eligible Purchaser and HCSO as a consequence of the default.

Notwithstanding the above, the Supplier shall not be relieved of liability to the HCSO for damages sustained by the HCSO by virtue of any breach of the Contract by the Supplier, and the HCSO may reasonably withhold payments to the Supplier for the purposes of offset until such time as the exact amount of damages due the HCSO from the Supplier is determined.

15. TERMINATION WITHOUT CAUSE:

The HCSO can terminate the Contract in whole or part without cause by giving written notice to the Supplier of such termination, which shall become effective 30 calendar days following receipt by Supplier of such notice.

In the event of termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the HCSO.

The Supplier shall not furnish any product after it receives notice of termination, except as necessary to complete the continued portion of the contract, if any. The Supplier shall not be entitled to recover any lost profits that the Supplier expected to earn on the balance of the contract or cancellation charges.

Any payments to the Supplier shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the Contract.

16. LICENSING AND FACILITIES:

Suppliers are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

17. INSURANCE AND INDEMNIFICATION:

Supplier shall be fully liable for the actions of its agents, employees, partners or third party suppliers and shall fully indemnify, defend and hold harmless the HCSO, the FSA, the participating agencies, and their officers, agents and employees from suits, actions, damages and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Supplier, its agents, employees, partners or third party suppliers; provided, however, that the Supplier shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the FSA and participating agencies or proximately caused by intentional wrongful acts or omissions of the FSA and participating agencies.

The FSA and/or participating agencies shall give the Supplier the opportunity to take over and settle or defend any such action at Supplier's sole expense. When reasonable, the FSA will give the Supplier written notice of an action or threatened action. Supplier shall not be liable for any unreasonable cost, expense or compromise incurred by the FSA, or participating agencies, in any legal action without Supplier's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

The Insurance Checklist (Appendix III) summarizes the Supplier's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Supplier may not begin performance under the Contract until such Certificates have been approved by the HCSO.

The certificate must state Bid Number and Title. HCSO must be named as an additional insured for the duration of the contract.

The Supplier shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Supplier shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Supplier is acting as an independent contractor. The Supplier shall be responsible for the Work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Supplier at all times during the full duration of Work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Supplier shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

The Supplier shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this Contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

HCSO required insurance coverages must be maintained through the duration of the Contract. Upon expiration of the required insurance, the Supplier must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the HCSO.

It is understood and agreed that all policies of insurance provided by the Supplier are primary coverage to any insurance or self-insurance the HCSO possesses that may apply to a loss resulting from the work performed in this Contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Supplier hereby agrees to indemnify and hold harmless the HCSO and FSA, a 501(c)3, their officers, agents and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Supplier, his agents, servants or employees, or through the mere existence of the project under Contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the HCSO, FSA, their officers, agents and employees, as determined by a court of competent jurisdiction.

The Supplier will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this Contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Supplier will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the HCSO and FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Supplier will secure and maintain policies of third-party suppliers. All policies shall be made available to the HCSO and FSA upon demand. Compliance by the Supplier and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Supplier and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Supplier shall be as fully responsible to the HCSO and FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Supplier.

The HCSO and FSA can request, and the Supplier shall furnish, proof of insurance within seven (7) calendar days of receipt of the written request from the HCSO or FSA. Should the Supplier fail to provide acceptable evidence of current insurance during the contract term, the HCSO shall have the right to consider the contract breached and justifying the termination thereof. If Supplier does not meet the insurance requirements; the HCSO or FSA may consider alternate insurance coverage.

18. PRICES QUOTED:

Prices provided will be a percent below MSRP for this bid. The MRSP less discount model allows for adjustability when the dealer changes price during the contract term, or when new items come to market.

As used in this provision, “MSRP” refers to the manufacturer's suggested retail price based on the factory options listed on the federally required Monroney label (window sticker) of the specific vehicle for sale.

As used in this provision, “Percent” is defined as the discount off MSRP.

19. MODIFICATION OR WITHDRAWALS OF BIDS:

A Supplier may submit a modified Bid to replace all or any portion of a previously submitted Bid until the due date and time of the Bid Opening listed in the Bid Calendar. Modifications received after the Bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the Contract Award. If a Supplier must withdraw the Bid, the Supplier must contact HCSO immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

20. 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. As set forth in Part A, Paragraph 24, HCSO reserves the right to waive or allow a Supplier to correct minor irregularities.

21. 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.

22. 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.

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

Awards will be posted on the FSA CPP website according to the date posted in the Bid Calendar.

23. EXCEPTIONS TO BID:

All Bid Responses must clearly state with specific detail all deviations to the requirements imposed upon the Bid by the GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C). Such deviations should be stated upon the BID RESPONSE (PART D) or appended thereto. Suppliers 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 may 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 Supplier by the GENERAL TERMS AND CONDITIONS (PART A) SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C).

24. CURRENCY:

All transaction amounts, bids, quotes, provisions, payments, or any part of this contract relating to currency are to be made in United States Dollars.

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PART C - SPECIFICATIONS

1. IN GENERAL:

The HCSO has vehicles in service throughout the entirety of Hillsborough County and has need of expeditious replacements. This Bid is for the purchase of stock or inventory vehicles. Suppliers are required to provide percent below MSRP pricing for stock or inventory vehicles. The need for vehicle types ranges from trucks, cars, vans, motorcycles, golf carts, ATVs, UTVs, electric and standard engine varieties. The frequency and quantity of vehicle purchases may vary due to several mitigating factors such as out-of-service events, asset end-of-life, current inventory levels, or additional personnel. Orders will be made via single quantity and multiple quantity purchase orders, depending on the availability of in-stock vehicles. The HCSO's estimated annual expenditure for services under this Contract is approximately \$3,000,000.00 to \$4,000,000.00.

All vehicles must fully meet the specifications and requirements outlined in this Invitation to Bid. Additionally, Suppliers must ensure that the vehicles offered are available for immediate delivery upon the award of the contract. Compliance with these terms is mandatory to be considered for this Bid.

2. BASE SPECIFICATIONS AND BID ITEM GROUPS:

All bid items shall be built to manufacturer base specifications for the item or make indicated and shall include all standard manufacturer equipment unless otherwise specified. If not already included in manufacturer standard equipment and base specifications, all vehicles shall include manufacturer standard automatic transmission and power locks and windows.

The vehicles being requested in this bid have been organized into the following categories:

- Administrative Sedans
- All-Terrain Vehicles
- Cab and Chassis Trucks 4X2
- Cargo and Passenger Vans
- Electric & Plug-in Hybrid Vehicles
- Electric Bikes & Transports
- Motorcycles
- Pickup Trucks 4X2
- Pickup Trucks 4X4
- Utility & Hybrid Vehicles 4X2
- Utility & Hybrid Vehicles 4X4 & AWD
- Utility Task Vehicles

3. FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM:

HCSO has partnered with the Florida Sheriffs Association (FSA) to make the Awarded Contract prices and terms available through FSA's Cooperative Purchasing Program (CPP) to FSA; any unit of local government, political subdivision or agency of the State of Florida, including but not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida; and any Eligible User, as defined in F.A.C. 60A-1.001(2), jointly the "Eligible Purchasers".

All transactions, purchase orders, invoices and payments between the Awarded Supplier and an Eligible Purchaser, as described in Paragraph M of this section, will occur directly between the Participating Supplier and each Eligible Purchaser individually. The Participating Supplier must communicate directly with Eligible Purchasers regarding the placement of orders, issuance of purchase orders, invoices, payments and contract disputes. Neither HCSO, FSA, FSA CPP, nor their agents, directors, employees, nor representatives shall be liable to Awarded Suppliers for any acts, liabilities, damages, costs, expenses, fees, etc., incurred by an Eligible Purchaser.

- A. **SUPPLIER CONTACT INFORMATION:** The Supplier shall maintain current contact information with HCSO and FSA at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the Contract, the Supplier must notify HCSO immediately.
- B. **FUNDING:** In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.
- C. **CONTRACT PERIOD:** The Contract shall be effective for four (4) years from the date of award with optional renewals for up to three (3) additional two (2) year periods. Contract extensions will only be executed when the HCSO determines, based on then-existing conditions, that it is in the best interest of the HCSO and the Eligible Purchasers to do so.
- D. **CONTRACT EXTENSION:**
1. **Contract Extension.** The contract may be extended by mutual agreement for up to three (3) additional two (2) year periods. HCSO reserves the right to execute a contract extension or to allow the Contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of HCSO.

The Supplier may request price adjustments for contract extensions as provided for herein. If no request is received from the Supplier, the HCSO will assume that the Supplier has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this Contract.

2. Month-to-Month Continuation. In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

E. PAST MODEL YEARS AND STOCK VEHICLES: Suppliers are allowed to keep additional new unused vehicles in stock. Should the Supplier keep new stock vehicles on this Contract to cover immediate demand by Eligible Purchasers, the following shall apply:

1. Only vehicles that are in available inventory can be sold as stock.
2. Only new and unused vehicles shall be sold as stock vehicles.
3. Prior model year vehicles consistent with the Contract User's request may be offered, provided their price is discounted by an additional minimum of two percent (2%) per prior model year.
4. Stock vehicle prices cannot exceed the pricing for their specific model year but can be sold at a reduced rate with approval from the FSA. For example, model year 2024 vehicles shall always be sold at the agreed upon price for the 2024 model year or less and cannot be sold at a higher rate.
5. Vehicles shall not be sold after the expiration of the contract. The HCSO, FSA and FSA CPP are not responsible for unsold stock at any time during or after the Contract.

F. SUPPLIER-INSTALLED OPTIONS: All Supplier-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All Supplier-installed options must be manufactured by an established manufacturer of the product provided. Suppliers are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the Supplier must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Supplier that violates this provision will be considered in default of the Contract. HCSO may terminate the Contract in accordance with these terms & conditions.

G. NON-SCHEDULED OPTIONS: A non-scheduled option is an option not listed on the HCSO published award. Suppliers may provide nonscheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

H. PURCHASE ORDERS: To initiate a purchase, a purchase order must be issued to the Supplier, which includes:

1. HCSO contract title and number;
2. List of items purchased
3. And the following Purchaser information: Purchaser name, contact name, dealer stock number, phone number, and email address.

The Supplier's acceptance of a purchaser's order will indicate that the Supplier agrees to deliver an awarded item that will be fully compatible with all of its options. The Supplier shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the Contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Supplier's expense.

For orders received from Eligible Purchasers, a Confirmation of Order form or written affirmation of order shall be completed by the Supplier and provided to the purchaser 15 calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Supplier from the Eligible Purchaser.

If a Supplier receives a purchase order for an item for which they were not awarded, the Supplier must notify the Eligible Purchaser and return the purchase order to the Eligible Purchaser within three (3) business days.

The Supplier must submit electronic copies of Purchase Orders within 15 calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Supplier after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Supplier and cause for the delay. Purchase Orders should contain the following required information:

1. Purchaser name, Purchase order number, Purchase order issue date, FSA CPP contract title and number, Item number, Item make and model, or item description, Item price, Options by item, and Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Supplier must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If an Eligible Purchaser does not use purchase orders, written communication from the Eligible Purchaser to the Supplier will be provided to FSA CPP.

I. REGISTRATION, TAG, AND TITLE: Title items shall be the responsibility of the Supplier. If the Eligible Purchaser is a government agency, the Eligible Purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

J. DELIVERY: Suppliers are to inspect the item to confirm the item meets or exceeds the HCSO Base Specification, manufacturer specification and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Supplier's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the Eligible Purchaser and the Supplier. Supplier shall notify the purchaser no less than 24 hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. The Supplier shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order, Copy of the contract Base Specification, Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered, Copy of the pre-delivery service report, Registration warranty certification, Owner's manual Registration, tag and title or an application for the registration, as applicable

New Vehicles from inventory: All items with fuel tanks of 35 gallons or less must contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than 35 gallons, a minimum of one-eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent (10%). The Eligible Purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the Eligible Purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the Eligible Purchaser; however, this requirement shall not apply to incomplete chassis.

When items require service or adjustments upon delivery, the Supplier shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Supplier within 48 hours after notification by an Eligible Purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Supplier until the items are satisfactory and accepted by the Eligible Purchaser.

K. INSPECTION AND ACCEPTANCE: Final acceptance shall be given only after the Eligible Purchaser inspects or confirms the item meets contract specifications. Delivery of an item to an Eligible Purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the Base Item specifications, payment can be withheld until such time as the Supplier completes the necessary corrective action.

- L. **INVOICING AND PAYMENTS:** Invoicing and payments shall be the responsibility of the Supplier and Eligible Purchaser placing orders using this Contract. Suppliers must invoice each Eligible Purchaser independently. The Supplier shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment Act applies to ensure timely payment of Supplier invoices, the HCSO encourages Eligible Purchasers to make payment within 30 days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.
- M. **WARRANTY:** All warranties shall begin at the time of delivery and final acceptance by the Eligible Purchaser. The Eligible Purchaser’s warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.
- N. **QUARTERLY REPORTS:** Quarterly reports are the contractual responsibility of each Supplier. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Supplier for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Supplier has no sales within a quarter, the Supplier shall indicate “No sales this quarter” on the top row of the sales worksheet. If the Supplier has no deliveries in a given quarter, the Supplier shall indicate “No deliveries this quarter” on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Suppliers of the method by which future quarterly reports are to be submitted.

- O. **ADMINISTRATIVE FEE:** The FSA CPP charges three quarters of one percent (.0075) to administer the Contract. The administrative fees are the contractual responsibility of each Awarded Supplier.

After receipt of payment from contract purchases, the Supplier shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Supplier fails to incorporate the administrative fee in its Bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Exhibit B. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

P. LIQUIDATED DAMAGES: The Supplier warrants that the item supplied to the Eligible Purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Supplier responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Suppliers failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida.

When quarterly reports are late, liquidated damages are to be included in Supplier's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	\$25 per calendar day
Failure to submit administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Supplier agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Supplier agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Supplier's failure to take the specified actions.

4. SPECIFICATIONS AND SCOPE OF WORK:

This contract pertains to the purchase of a vehicle from the dealer's inventory or lot. The vehicle to be purchased is specified by its make, model, year, and Vehicle Identification Number (VIN). It includes details such as the exterior and interior color, mileage at the time of purchase, and the overall condition, whether new, used, or certified pre-owned. The engine specifications, including type, capacity, and horsepower, as well as the type of transmission and fuel, are clearly outlined. Any additional features or packages that come with the vehicle, such as a sunroof, navigation system, or advanced safety features, are also detailed.

5. EQUIPMENT RECALLS:

In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this Contract, a notice shall be sent to appropriate personnel at each participating Public Agency in a timely manner. Proposer shall describe its process for notification of equipment recalls and timing of such notification.

6. PARTS AND SERVICE:

The Supplier shall maintain factory authorized parts and appropriate service facility or facilities for routine service and warranty service. The Supplier shall detail its ability in business days to provide parts and describe its process for timely delivery of any out-of-stock parts.

7. QUALITY AND SAFETY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Supplier must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

PART D - BID RESPONSE

The undersigned understands that this Bid Package **must be signed in ink** and that an **unsigned** Bid Package will be considered nonresponsive and subject to rejection by the HCSO. **The undersigned must be an Officer of the Company, or a designated agent empowered to bind the Company in Contract.**

SUBJECT TO DEVIATIONS STATED BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE SUPPLIER ACCEPTS THE TERMS, CONDITIONS, PROVISIONS, MANDATES, AND OTHER CONDITIONS OF THE FOREGOING GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) AND SPECIFICATIONS (PART C), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID SUPPLIER MAKES THIS BID.

* * USE INK ONLY * * *

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS
BID PACKAGE TO BE CONSIDERED BY THE HCSO

EXCEPTIONS TO BID: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS BID PACKAGE TO BE REJECTED BY THE HCSO. **ALL SUPPLIERS SHOULD CAREFULLY READ PARAGRAPH 23 OF THE SPECIAL PROVISIONS (PART B).**

1. EXCEPTIONS:

The following represents every deviation (itemized by number) to the foregoing GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C) upon which this Bid Package is based, to wit:

2. PRICING:

The undersigned has carefully examined the Bid Package and all conditions affecting the cost of the item(s) required by the HCSO.

The undersigned certifies that any exceptions to the Bid specifications are noted in the BID RESPONSE, *Exceptions* (PART D, Paragraph 1). All specifications not noted thereon are as requested. The undersigned also understands that any exceptions presented after the award may be cause for cancelation of award.

Bidders are to submit their pricing on the attached APPENDIX IV Pricing Sheet.

3. SUPPLIER ORDER INSTRUCTIONS:

Describe the preferred method of contact to request service. (Print the information below):

Contact Name & Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office: (____) _____ Mobile: (____) _____ Fax: (____) _____

Email: _____

Company Website: _____

PREFERRED METHOD: _____

4. BID CONTACT INFORMATION:

Provide the contact information for the individual submitting this BID RESPONSE. (Please print the information below):

Company Name: _____

Contact Name & Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office: (____) _____ Mobile: (____) _____ Fax: (____) _____

Email : _____

PART D - SIGNATURE OF AFFIRMATION AND DECLARATION

At this present time, we understand all requirements and warrant that as a serious Supplier 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 Supplier affirms and declares:

That Supplier 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 Supplier 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 per General Terms and Conditions (PART A) paragraph 4 *Time for Consideration*.

Respectfully submitted by,

Company Name

Company Officer Name (printed)

Date

Company Officer Signature

Title

BID CHECKLIST

Company Name: _____

Please review all items before sealing your bid package. This checklist will help to ensure your submission is responsive. Include this checklist as a cover page with your Bid Package:

- One (1) Original and One (1) completed copy of the entire Bid Package.
- SIGNATURES required PARTS A and D.
- Any Addenda or Amendments (Signatures required).
- Completed PART D
- APPENDIX I – Completed *Supplier Packet* to include completed Supplier Application, W9, Direct Deposit/Automated Clearing House (ACH) and Business Tax Receipt or other government issued business license.
- APPENDIX II - Statement of no Bid (if applicable)
- APPENDIX III – Insurance Checklist
- APPENDIX IV – Pricing Sheet

Your attention is directed to the items listed below which directly relate to the above checklist.

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BID SUBMISSION 7

LETTER OF INTENT 3

PART D - BID RESPONSE 40

PRICING 41

SIGNATURE OF ACKNOWLEDGMENT 15

SIGNATURE OF AFFIRMATION AND DECLARATION 42

SUPPLIER ORDER INSTRUCTIONS: 41

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

PACKAGING LABEL

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

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

ITB PACKAGE SUBMITTAL

URGENT

From: _____

BID # 2024-005

URGENT

Assorted Vehicle Procurement

OPENING DATE/TIME:
September 11, 2024 @ 3:00 PM EDT

LISTING OF ATTACHMENTS

1.	APPENDIX I	PDF	Supplier Application Packet
2.	APPENDIX II	PDF	Statement of No Participation
3.	APPENDIX III	PDF	Insurance Checklist
4.	APPENDIX IV	PDF	Pricing Sheet
5.	EXHIBIT A	PDF	Draft Contract Award Agreement
6.	EXHIBIT B	PDF	Automated Payments through ACH