

Hillsborough County Sheriff's Office
Financial Services Division
Purchasing Section

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



**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**

CHAD CHRONISTER, SHERIFF

Invitation to BID 2024-021

GLASS & GLAZING SERVICES

September 4, 2024

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

By: _____

William V. Spinelli, CPA
Chief Financial Officer

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Section 1 Introduction and Instructions

1.1 Bid Overview.

Subject: Invitation to Bid 2024-021
Bid Title: Glass & Glazing Services
Bid Opening: November 19, 2024 @ 3:00pm EST
Bid Opening Place: Sheriff's Operation Center (SOC)
Buyer: Wady Almanzar, Purchasing@TeamHCSO.com

The purpose of this Invitation to Bid/ (Bid) is to describe the requirements of the Hillsborough County Sheriff's Office to obtain fixed pricing from qualified glazier to install, repair, and replace a wide variety of windows to various existing and future Sheriff's Office Buildings in Hillsborough County. Any reference to the "Work" throughout this Bid packet is defined to be inclusive of the Scope of Work and any related performance detailed herein.

1.1.1 Proposed Schedule.

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

Issue Date: Advertisement/Website Publication/etc.	October 2, 2024
Pre-Bid Site Visits and Facility Tour:	N/A
Deadline for Submitting Questions	October 29, 2024
Deadline to Submit Samples	N/A
Deadline for Receipt / Bid Opening	November 19, 2024, 15:00
Award Notification Target Date	December 10, 2024

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

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

1.2 Contract Documents.

During award procedures, the Bid, its attachments, its amendments, and Bid package submitted by the Bidder will become incorporated into an agreement that becomes the "Contract Document." This agreement will require the signatures of the Bidder and either the signature of the Sheriff, Chief Deputy, or the Chief Financial Officer to become binding. A draft copy of the proposed agreement and its terms and conditions are attached to this ITB for review. The final executed agreement may have differing terms due to corrections and/or negotiations. All Bid Packages become the property of the HCSO and will not be returned to the Bidder. The HCSO reserves the right to clarify any contractual relationship in writing with the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Bid or the Contractor's response. In all other matters not affected by the written clarification, if any, the Bid and all amendments thereto shall govern. The Bidder is cautioned that his Bid shall be subject to acceptance without further clarification.

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

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

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

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

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

1.3 Pre-Bid Site Visits and Facility Tours.

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

Mandatory Pre-Bid Site Visit: N/A

Place: N/A

1.4 Bid Response Submission Requirements.

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) website at <https://TeamHCSO.com/Purchasing>. To support the evaluation of your Bid Response, please refer to the BID CHECKLIST. **Respondents that do not follow submittal instructions may be declared non-responsive and eliminated from consideration.**

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

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- 1.4.1 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).
- 1.4.2 Bids must be contained in a SEALED envelope addressed to: Hillsborough County Sheriff's Office, Sheriff's Operation Center, Financial Services Division – Purchasing Section, 2008 East Eighth Avenue, Tampa Florida 33605.

To prevent inadvertent opening, the Bid must be marked as a BID DOCUMENT (including the Bid number, Date, and Time of Bid Opening) on the outermost envelope or packaging material.

- 1.4.3 If our specifications, when included, are not returned with your Bid, and no specific reference is made to them in your Bid Response, it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, company's or manufacturer's specifications which accompany the Bid Response, contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your Bid Response.
- 1.4.4 Respondents shall submit one (1) original of the required response documents, and any additional literature requested. Single sided, unstapled is preferred.

Before the deadline for Bid submission, respondent shall submit one (1) password protected Zip file electronic copy e-mailed to Purchasing@HCSO.Tampa.FL.US, that contains all required information and requested documents (in searchable format). The password to the Zip file should be included in the physically sealed Bid Package. If the Zip file is 25MB or larger, e-mail Purchasing@HCSO.Tampa.FL.US to request an alternate secure e-mail option. See Appendix III for more details.

When appropriate, respondent should provide one (1) clearly marked redacted copy, in electronic format utilizing the Zip file instruction above.

1.5 Bid Delivery.

The responsibility for getting the Bid to the HCSO on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The HCSO will in no way be responsible for delays caused by the USPS or a delay caused by any other occurrence, or any other method of delivery. Bids must be received no later than the date and time listed herein. Late Bids or amendments may be disqualified, not opened, or accepted for evaluation when applicable.

1.6 Bid Submittal Costs.

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

1.7 Communication Between Parties.

All questions regarding this Bid are to be directed, in writing, to the Buyer listed in Section 1.1. No communication is allowed, either directly or indirectly, with any other HCSO employee regarding this Bid prior to the notice of award.

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

1.8 Amendments to the Bid.

If an amendment is issued, it will be provided to all who have notified the Buyer of their intent to Bid and have also attended the pre-bid conference. It will also be posted to the HCSO website at <https://TeamHCSO.com/Purchasing>.

1.9 Amendments to Bids.

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

1.10 Prices.

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

Prices are to be Free on Board (F.O.B.) Destination.

All Prices shall include freight (to include manufacturer to distributor), packaging, and any other similar fees.

The HCSO is exempt from all Florida State Sales, Use, Transportation, and Excise taxes. The HCSO will issue tax exemption certificates to the Awarded Supplier(s).

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

1.11 General Bidder Qualifications.

Bids shall be considered only from those who clearly demonstrate to the HCSO a professional ability to perform the type of work specified within the Bid. Bidders must be able to demonstrate adequate organization, financial backing, equipment, and personnel to ensure continuous provision of quality service to the HCSO. In the determination of the evidence of responsibility and ability to perform the contract by the Bidder, the HCSO reserves the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Bidder. The HCSO shall determine whether the evidence of responsibility and ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory. The Sheriff reserves the right to reject a Bid when evidence indicates the inability to perform the work specified within the Bid.

1.12 Documented Past Performance with the HCSO.

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

1.13 Exceptions to Bid.

All Bid Responses must clearly state with specific detail all deviations to the requirements imposed upon the Bid by the terms contained therein. Such deviations should be stated upon the Bid Response or appended thereto, see section 5.3. Bidders are hereby advised that the HCSO will only consider Bid Responses that meet the specifications and other requirements imposed upon them by this Bid. In instances where an exception is stated upon the Bid Response, said Bid Response may be rejected.

1.14 Bid Errors.

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

1.15 No Bid.

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

1.16 Subcontracting.

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

1.17 Required Review.

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

1.18 Time for Consideration.

Bidder warrants, by virtue of bidding, the prices quoted in their response will be good for an evaluation period of 60 calendar days from the date of Bid opening unless otherwise stated. Bidders will not be allowed to withdraw or modify their Bids after the opening time and date.

END OF SECTION

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Section 2 Specifications and Scope of Work

2.1 Requirements.

The requirements of this Bid are to obtain firm fixed pricing for labor and materials plus markup for the procurement of glass work and glazier services to fulfill the needs of the Hillsborough County Sheriff's Office. The Department seeks assistance in installing new glass installations as well as maintaining and repairing existing glass installations across various facilities.

2.2 Contract Period.

The Contract shall be effective for two (2) years from the date of award. By written mutual consent between the HCSO and the Bidder, the Contract may be extended on an annual basis for up to three (3) additional one (1) year periods. See section 3.10 for information about renewals.

2.3 Service.

The services will encompass on-call and scheduled glass work and glazier services, covering a broad spectrum of glass-related tasks. These tasks range from small, simple repairs to large-scale commercial projects. The selected contractor must be proficient in handling various types of glass installations and repairs with precision, ensuring adherence to safety and security standards.

The glazing services required by HCSO encompass, but are not limited to, the following:

Tempered Glass

- Installation, repair, and replacement of tempered glass, known for its strength and safety features.

Laminated Glass

- Services which involve laminated glass, which provides additional security by holding it together when shattered.

Coated Glass

- Application and maintenance of coated glass to reduce glare, enhance privacy, and improve energy efficiency.

Bulletproof and Security Glass

- Installation and repair of bulletproof and security glass, designed to provide enhanced protection against ballistic threats.

Fire Rated Glass

- Services related to fire-rated glass, ensuring compliance with fire safety regulations and providing necessary fire resistance.

Insulated Glass

- Handling insulated glass installations and repairs to improve thermal insulation and energy efficiency within facilities.

Impact Glass

- Provision of impact glass services to withstand severe weather conditions and potential impacts, enhancing facility durability.

HCSO Examples

- Some examples of work to be performed is contained in Exhibit B

2.4 Location of Work.

The work is to be performed at various HCSO facilities throughout Hillsborough County.

2.4.1 The HCSO will not provide workspace for the Bidder.

2.5 Minimum Qualification Requirements.

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

- 2.5.1 Bidders may be required to furnish evidence in writing that they maintain a permanent place of business within Hillsborough County, Florida. The HCSO reserves the right to inspect the Bidder's place of business and equipment prior to award of any contract, for determining the ability to meet terms and conditions as set forth herein.
- 2.5.2 Bidders shall have engaged in business within Hillsborough County area for a period of no less than the past five (5) years and shall provide references upon request.
- 2.5.3 Bidders must have adequate equipment, finances, and personnel to furnish the item or service offered satisfactorily and expeditiously.
- 2.5.4 Bidders shall employ only qualified operators and workers who are skilled in the performance of the Work. All employees of the Bidder which will work in a HCSO Facility or on a Hillsborough County property will be required to have a background check by the HCSO prior to beginning Work. All employees must comply with HCSO's policies and procedures which prohibitions the use of any tobacco products on any HCSO property.
- 2.5.5 The Bidder shall be required to provide a work crew list giving all personnel names and changes as they occur. Keeping in mind that only employees that have had approved background checks are permitted to enter a secured facility. Entering and leaving a secured facility requires a vehicle inspection, this can be delayed if there is an incident requiring a lock down. An HCSO employee is required to escort the contractor into and out of the facility, while working inside the secured facility, vehicles must remain locked and not left idling while unattended.
- 2.5.6 The Bidder shall have proper tools, equipment, facilities, and any other requirement to successfully perform the Work. All equipment necessary to perform work under this contract which requires certification with the State of Florida shall be current.
- 2.5.7 Upon request, the Bidder shall provide proof of training certificates acquired by its employees demonstrating the quality level of their expertise and training.

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- 2.5.8 By signature on their Bid Package, the Bidder certifies that all services provided under this contract by the Bidder (and all potential subcontractors, if approved) shall be performed in the United States.
- 2.5.9 Subcontractors may be used to perform work under this contract. If a Bidder intends to use subcontractors, the Bidder must identify in the Bid the names of the subcontractors and the portions of the work the subcontractors will perform.
- 2.5.9.1 *Subcontractor experience shall be considered in determining whether the Bidder meets the requirements set forth herein.*
- 2.5.9.2 *If a Bid with subcontractors is selected, the Bidder must provide the following information concerning each prospective subcontractor within five (5) business days from the date of the HCSO's request.*
- 2.5.9.2.1 *Complete Name of the Subcontractor*
- 2.5.9.2.2 *Complete Address of the Subcontractor*
- 2.5.9.2.3 *Type of work Subcontractor will perform*
- 2.5.9.2.4 *Evidence that the Subcontractor holds a valid Business License*
- 2.5.9.2.5 *Percentage of Work Subcontractor will be providing*
- 2.5.9.2.6 *A written statement, signed by each proposed subcontractor that clearly verifies that Subcontractor is committed to render the services required by the contract.*
- Bidder's failure to provide this information, within the time set, may cause the HCSO to consider their Bid non-responsive.*
- 2.5.10 Contract Personnel. Any change of the key project team members or subcontractors named in the Bid must be approved, in advance and in writing, by the Project Manager. Changes that are not approved by the HCSO may be grounds for the HCSO to terminate the contract.
- 2.6 **Miscellaneous Requirements.**
The Awarded Supplier must be able to provide proof of current general business liability insurance and proof of worker's compensation insurance before the award.
- 2.7 **Warranty.**
The Bidder will warrant all replacements and repairs for a one (1) year period from the date of the Work completion. If a failure develops during the warranty period, the Bidder is responsible for repairs at no cost to the HCSO.
- 2.8 **Additional Information.**
No Additional Information required.
- 2.9 **Condition of Materials and Packaging.**
Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Bid shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment, and in compliance with all applicable laws relating to construction, packaging, labeling and registration.

2.10 Hidden Damages. (Construction or repair services only)

When hidden conditions or damage are discovered after the Work or repairs have commenced, the Awarded Supplier must advise the HCSO Project Manager in charge as to the nature and the extent of the hidden conditions or damage and provide a written estimate of additional repairs needed. No additional Work shall commence until approved by the HCSO Project Manager.

2.11 Security.

When applicable, personnel or contractors performing Work at Orient Road Jail High-Security Area, Falkenburg Road Jail High-Security Area, and Aviation Hangar High-Security Area will be escorted by HCSO personnel at all times. It should be understood that the Work could be interrupted by an emergency, safety, or security issue at any time. No additional charges will be allowed due to this type of service interruption.

2.11.1 All persons entering an HCSO facility shall not have any weapons, cell phones, tobacco/vaping products or any illegal drugs. Even if a person has a medical marijuana card, no individuals will be permitted to enter a secured facility under the influence. All weapons or ammunition are prohibited inside a secured facility, utility knives can be brought in if required to complete the job.

2.11.2 All personnel are expected to wear appropriate working attire and may be denied access if attire is considered inappropriate. Safety vests may be worn in the Jail Facilities, if Work requires it, but may NOT be orange in color.

END OF SECTION

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Section 3 General Process Information

3.1 Supplier Diversity.

Sheriff's Office shall comply with, and shall cause each of its third-party contractors, suppliers, and professionals to comply with, all applicable laws, regulations, codes, and rules governing the design, construction, and completion of the components of the Project, including but not limited to, those relating to ADA. To ensure the maximum participation in posted HCSO solicitations, The Purchasing Office submits every bid posting to the Office of Supplier Diversity (OSD). OSD then shares 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 overall providing greater opportunities to disadvantaged businesses.

3.2 Acceptance and Rejection.

The HCSO reserves the right to reject any or all Bids, for cause, to waive irregularities, if any, and to accept the Bid (or Bids) which, in the judgment of the Sheriff, are in the best interest of the HCSO. The HCSO reserves the right to evaluate, add, and/or reject any items from any Bid options or resulting contract(s) when deemed to be in the best interest of the HCSO.

3.3 Next Best Bidder.

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

3.4 Addition/Deletion.

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

3.5 Award.

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

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

Tabulation of the Bid prices and Bidder rankings, if applicable, will be published at the time of Award. All Bidders responding with a Bid will receive a copy of the Bid tabulation.

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

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

3.6 Protests.

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

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

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

3.7 Delivery.

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

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

Any backordered product(s) shall be made available within 60 calendar days of the time of backorder (original date of receipt). If the backorder cannot be filled within the time frame of this requirement, the HCSO's Financial Services Division shall be notified, in writing, thus permitting the HCSO to obtain the required materials/items and/or exercise its options as stated herein.

3.8 Claims.

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

3.9 Invoicing and Payments.

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

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

- Site location where Work was performed.
- Description of Work completed.
- A statement that all Work completed meets state and local codes.
- Costs for supplies, parts and equipment use plus percentage markup (cost + percentage markup). Supporting documentation for the Bidder's parts cost must be readily available to the HCSO for review.
- Labor hours by labor type, labor hourly rate, and labor total (labor hours x labor rate).

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

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

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

3.9.4 Payment shall be made in accordance with Chapter 218, Part VII, Florida Statutes, which states the Bidder's rights and the HCSO's responsibilities concerning interest penalties and time limits for payment of invoices. Timely payment of invoices is incumbent upon the HCSO and in no case shall payment exceed 45 calendar days from date of receipt of a properly approved application/invoice.

3.10 Renewal.

Prior to the expiration of the Initial Term of the Agreement or any subsequent renewals, upon written mutual agreement between the HCSO and the Awarded Supplier, the contract may be extended annually for up to three (3) additional one (1) year periods. Contract extensions that do not alter any terms and conditions outlined in the awarded contract or this ITB may be executed by the procurement office through a renewal process. Renewals involve a bilateral signature process, whereby both parties can extend the contract's duration under the same terms and conditions, or with an added price increase. Any modifications to the terms and conditions stated in the awarded contract or the ITB require written mutual consent between the HCSO and the Awarded Supplier, in the form of an amendment to this awarded contract. In the event the HCSO fails to exercise an option to renew, the Agreement shall continue in full force on a month-to-month basis unless the buyer communicates in writing that the contract will not be renewed.

3.11 Escalation/De-escalation in Pricing.

The HCSO will allow an escalation/de-escalation provision in this Contract. The prices set herein shall have the opportunity to be adjusted during the renewal period for each term of the contract. The Awarded Supplier(s) must notify the HCSO's Financial Services Division of the price escalation/de-escalation request a minimum of 60 calendar days prior to the end of each one (1) year

period for which the Bid was awarded for it to be considered. The price escalation request must be due to a factor beyond the control of the Bidder and can be no more than the percentage of increase passed through to the Awarded Supplier by the manufacturer. At the time of request, Bidder must furnish written substantiation of increase by its supplier/manufacturer to the HCSO. Said substantiation shall be in the form of invoices, receipts and/or other appropriate documentation showing costs in effect at the time of the bid versus cost in effect at the time of the request for price escalation. Any price increase must be substantiated to the satisfaction of the HCSO and shall only be effective upon acceptance by HCSO in writing.

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

3.12 Default.

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

3.13 Cancellation.

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

- 10 calendar days' written notice with cause, or
- 30 calendar days' written notice without cause.

If it becomes necessary to terminate the Contract without cause, all items and/or materials provided through the date of receipt of written notice of cancellation may be invoiced to the HCSO and will be considered for payment providing documentation of said expenses are forwarded with the request for payment. An award may be made to the next best responsive Bid and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those terminated.

END OF SECTION

Section 4 General Legal Information

4.1 E-Verify Requirement.

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

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

4.2 Severability of Provisions.

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

4.3 No Waiver.

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

4.4 Manufacturer's Name.

Any manufacturers' names, trade names, brand names information, and/or catalog numbers when furnished are for the purpose of description, reference and establishing general quality levels. Such references are not intended to be restrictive, and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by the HCSO and such determination shall be final and binding upon all Bidders. The HCSO will not allow substitutions to the brand name, model number or the

configuration of the requested equipment or service unless authorized in writing. All items not specifically mentioned but which are standard factory items shall be included. Manufacturers' specification sheets shall be furnished upon request.

4.5 Independent Contractors.

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

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

4.6 Assignment.

The Awarded Supplier(s) will not assign, transfer, convey, or otherwise dispose of this contract or any part thereof, or of its right title or interest therein, or its power to execute this contract or any amendment or modification hereto, to any other person, company, or corporation, without prior written consent of the HCSO. Sale of a majority of corporate stocks, filing for bankruptcy or reorganization shall be considered an assignment.

4.7 Conflict of Interest.

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

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

4.8 Governing Law and Jurisdiction.

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

4.9 Familiarity with Law.

The Bidder is required to be familiar with all Federal, State and local laws, ordinances, rules, codes and regulations that in any manner affect the Work. Ignorance on the part of the Bidder will in no way relieve them from responsibility.

4.10 Laws, Statutes and Ordinances.

The terms and conditions of the Bid and the resulting Agreement shall be construed in accordance with the laws and statutes of the State of Florida and ordinances and other regulations of Hillsborough County. Where such statutes and regulations are referenced, they shall be interpreted to apply to this Bid and to the resulting Agreement. While the Sheriff is not bound by Chapter 287, Florida Statutes, in the spirit of fair dealing and just opportunity, the HCSO endeavors to meet the directives and business practices articulated in the Chapter.

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

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

4.11 No Exclusivity.

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

4.12 Information and Descriptive Literature.

Bidders must furnish all information requested in the Bid. If specified, each Bidder must submit samples, cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. References to literature submitted with previous responses will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

4.13 Public Entity Crimes.

Pursuant to §§287.132-.133, Florida Statutes, the HCSO, as a public entity, may not accept any Bid, Proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, Florida Statute, for Category Two (\$35,000) with any person or affiliate on the convicted vendor list, unless that person or affiliate has been removed from the list pursuant to §287.133(3)(f), Florida Statute. If you submit a proposal in response to this Bid, you are certifying that §§287.132-.133, Florida Statutes, does not restrict your submission.

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

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

4.15 Appropriation of Funds.

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

4.16 Emergency.

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

4.17 Force Majeure.

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

4.18 Governmental Purchasing Councils.

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

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

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

Clerk of Court and Comptroller of Hillsborough County
Hillsborough County Expressway Authority
Hernando County
Hillsborough Area Regional Transit Authority
Hillsborough Community College
Hillsborough County Aviation Authority
Hillsborough County Board of County Commissioners
Hillsborough County Property Appraiser
Hillsborough County School Board
Hillsborough County Supervisor of Elections
Hillsborough County Tax Collector
Manatee County Board of Commissioners
Pasco County Clerk and Comptroller
Pasco County Schools

Pasco County Sheriff
Pinellas County Clerk of the Court
Pinellas County Government
Pinellas County School Board
Pinellas County Sheriff
Pinellas Suncoast Transit Authority
Saint Petersburg College
State Attorney's Office
Tampa Airport
Tampa Bay Water
Tampa Palms Community Development District
Tampa Port Authority
Tampa Sports Authority
Town of Indian Shores

4.19 Certificate of Insurance.

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

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

4.19.2 Worker's Compensation Insurance. The Awarded Supplier shall take out and maintain during the life of this Contract, Worker's Compensation Insurance as per statutory minimum requirements for all of their employees connected with the Work of this project and, in case any Work is sublet, the Bidder shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Bidder. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous Work under this Contract at the site of the project is not protected under the Worker's Compensation statute, the Bidder shall provide, and cause each subcontractor to provide, adequate insurance satisfactorily to the HCSO for the protection of their employees not otherwise protected.

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

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

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

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

Professional Liability:	\$500,000 per occurrence; and \$1,000,000 aggregate.
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4.19.5 Comprehensive Insurance Coverage (if any of the categories below apply to the work being performed). The Bidder shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance, and Comprehensive Automobile Insurance, and shall protect them from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by themselves or by anyone directly or indirectly employed by them, and the amounts of such insurance shall be the minimum limits as follows:

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

4.20 Public Record.

Any material submitted in response to this Bid will become a public document pursuant to §119.07, Florida Statute. This includes material which the respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, Florida Statute. The Bidder agrees to comply with §119.0701, Florida Statute, regarding maintenance and provision of access to all public records generated by this Contract with the HCSO.

The HCSO requires that, at the conclusion of the selection process, the contents of all the Bids be placed in the public domain and be open to inspection by interested parties. Any restrictions on the use of data contained within a Bid must be clearly stated in the Bid itself, and a redacted electronic copy provided. Proprietary information submitted in response to the Bid will be handled in accordance with applicable Florida Statutes.

If the Bidder has questions regarding the application of Chapter 110, Florida Statute, to the Bidder's duty to provide public records relating to this Contract, contact the custodian of public records at: Records Section - Freddie Solomon Annex, 1900 East 9th Avenue, Tampa, Florida 33605.

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

END OF SECTION

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Section 5 Bid Response

5.1 Bidder Order Instructions.

Describe the preferred method of contact to request service.

Company Name: _____

Contact Name and Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office Phone: _____ Mobile Phone: _____ Fax: _____

E-Mail Address: _____

Company Website: _____

5.2 Bid Contact Information.

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

Company Name: _____

Contact Name and Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office Phone: _____ Mobile Phone: _____ Fax: _____

E-Mail Address: _____

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

5.3 Exceptions to Bid.

Any representation (below) or exception(s) may cause this Bid Package to be rejected by the HCSO. All Bidders should carefully read the entire document.

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

5.4 Statement of No Participation.

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

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

Please provide an explanation:

We request to:

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

Company Name: _____

Officer Name and Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office Phone: _____ Mobile Phone: _____ Fax: _____

E-Mail Address: _____

Signature of Officer: _____ Date: _____

5.5 Affirmation and Declaration. (Signature Required)

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

The below named Bidder affirms and declares:

- o 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;
- o 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;
- o 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;
- o That no officer, employee, or person whose salary is payable in whole, or in part, from HCSO, is, shall be, or become interested, directly, or indirectly, surety or otherwise in this Bid Response; in the performance of the Contract; in the supplies, materials, equipment and Work or labor to which they relate; or in any portion of the profits thereof.

The undersigned agrees that this Bid shall remain open for 60 days following the opening of Bids.

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

Respectfully submitted by,

Company Name

Company Officer Name (Printed) Date

Company Officer Signature Title

5.6 Bid Checklist.

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

- One (1) original and one (1) electronic copy (see Appendix III) of the completed Bid Package in its entirety.
- Signatures as required for Acknowledgments, Intent, Participation, Affirmations, Addenda, Change Orders, etc.
- Any Addenda or Amendments (Signatures required)
- Appendix I – Supplier Application to include the completed Application, W9, ACH Authorization with valid secondary verification method, Business Tax Receipt or other government issued business license.
- Appendix II – Protected Zip File Password
- Section 5 Bid response to include 1) order instructions, 2) references, 3) exceptions, 5) Signature of Acknowledgment, etc.
- Requested manufacturer’s literature and warranty information, when applicable.
- Properly labeled outermost layer of packaging to meet submission requirements.

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5.7 **Bid Packaging Label.**

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

URGENT - SEALED SUBMITTAL PACKAGE ENCLOSED	
URGENT	HILLSBOROUGH COUNTY SHERIFF'S OFFICE
	SHERIFF'S OPERATIONS CENTER
	ATTN: FINANCIAL SERVICES DIVISION – PURCHASING SECTION
	2008 EAST 8TH AVE
	TAMPA FL 33605
	<u>BID PACKAGE SUBMITTAL</u>
	From: _____
	# 2024-021
	GLASS & GLAZING SERVICES
	OPENING DATE/TIME: November 19, 2024 3:00pm EST
URGENT	

END OF SECTION

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Section 6 Attachments

6.1 Attachment Number and Description or Contents

- Appendix I Supplier Packet
- Appendix II Protected Zip File Password
- Exhibit A Draft Award Contract
- Exhibit B Examples of Work / Projects