

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 2024-025

Emergency Lighting and Accessories

November 13, 2024

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

By: _____

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

William V. Spinelli, CPA
Chief Financial Officer

Table of Contents

TABLE OF CONTENTS..... 2

SECTION 1 INTRODUCTION AND INSTRUCTIONS..... 4

1.1 BID OVERVIEW..... 4

1.2 CONTRACT DOCUMENTS..... 4

1.3 BID RESPONSE SUBMISSION..... 5

1.4 BID DELIVERY..... 5

1.5 BID SUBMITTAL COSTS..... 6

1.6 COMMUNICATION BETWEEN PARTIES..... 6

1.7 AMENDMENTS TO THE BID..... 6

1.8 AMENDMENTS TO BIDS..... 6

1.9 MODIFICATION OR WITHDRAWALS OF BIDS..... 6

1.10 PRICES..... 6

1.11 GENERAL BIDDER QUALIFICATIONS..... 7

1.12 DOCUMENTED PAST PERFORMANCE WITH THE HCSO..... 7

1.13 EXCEPTIONS TO BID..... 7

1.14 CURRENCY..... 7

1.15 BEST COMMERCIAL PRACTICES..... 7

1.16 BID ERRORS..... 7

1.17 NO BID..... 8

1.18 SUBCONTRACTING..... 8

1.19 REQUIRED REVIEW..... 8

1.20 TIME FOR CONSIDERATION..... 8

SECTION 2 SPECIFICATIONS AND SCOPE OF WORK..... 9

2.1 REQUIREMENTS..... 9

2.2 BACKGROUND..... 9

2.3 FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM..... 9

2.4 FREQUENCY..... 12

2.5 LOCATION OF HCSO WORK..... 13

2.6 MINIMUM QUALIFICATION REQUIREMENTS..... 13

SECTION 3 GENERAL PROCESS INFORMATION..... 15

3.1 SUPPLIER DIVERSITY..... 15

3.2 DISADVANTAGED BUSINESSES..... 15

3.3 UNDERWRITERS’ LABORATORIES..... 15

3.4 CONDITION OF MATERIALS AND PACKAGING..... 15

3.5 ACCEPTANCE AND REJECTION..... 16

3.6 NEXT BEST BIDDER..... 16

3.7 ADDITION/DELETION..... 16

3.8 AWARD..... 16

3.9 DETERMINATION OF RESPONSIVENESS..... 16

3.10 RESPONSIBLE SUPPLIER CRITERIA..... 17

3.11 BASIS FOR AWARD..... 17

3.12 PROTESTS..... 17

3.13 DELIVERY..... 18

3.14 CLAIMS..... 18

3.15 INVOICING AND PAYMENTS..... 18

3.16 RENEWAL..... 19

3.17 ESCALATION/DE-ESCALATION IN PRICING..... 19

3.18 RIGHT TO AUDIT. 19

3.19 LICENSES AND PERMITS. 20

3.20 PERFORMANCE BONDS..... 20

3.21 INDEPENDENT PREPARATION. 21

3.22 DEFAULT. 21

3.23 NON-PERFORMANCE. 21

3.24 CANCELLATION. 22

3.25 TERMINATION FOR CAUSE..... 22

3.26 TERMINATION WITHOUT CAUSE: 23

SECTION 4 GENERAL LEGAL INFORMATION.....24

4.1 E-VERIFY REQUIREMENT. 24

4.2 ANTI-DISCRIMINATION. 24

4.3 SEVERABILITY OF PROVISIONS. 24

4.4 NO WAIVER. 24

4.5 MANUFACTURER’S NAME 25

4.6 INDEPENDENT CONTRACTORS. 25

4.7 ASSIGNMENT..... 25

4.8 CONFLICT OF INTEREST. 25

4.9 GOVERNING LAW AND JURISDICTION. 25

4.10 FAMILIARITY WITH LAW. 26

4.11 LAWS, STATUTES AND ORDINANCES..... 26

4.12 FEDERAL AND STATE STANDARDS. 26

4.13 NO EXCLUSIVITY. 26

4.14 INFORMATION AND DESCRIPTIVE LITERATURE. 26

4.15 PUBLIC ENTITY CRIMES..... 27

4.16 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)..... 27

4.17 APPROPRIATION OF FUNDS. 27

4.18 EMERGENCY..... 27

4.19 FORCE MAJEURE 27

4.20 FLORIDA SHERIFF’S ASSOCIATION. 27

4.21 GOVERNMENTAL PURCHASING COUNCILS. 28

4.22 CERTIFICATE OF INSURANCE. 29

4.23 PUBLIC RECORD..... 30

SECTION 5 BID RESPONSE.....32

5.1 LETTER OF INTENT 32

5.2 BIDDER ORDER INSTRUCTIONS..... 33

5.3 SOLICITATION CONTACT INFORMATION. 33

5.4 EXCEPTIONS TO BID. 33

5.5 PRICING MATRIX: [PLEASE SEE *APPENDIX II – PRICING MATRIX* TO FILL OUT THE FOLLOWING INFORMATION]..... 33

5.6 AFFIRMATION AND DECLARATION. (SIGNATURE REQUIRED)..... 34

5.7 BID CHECKLIST..... 35

5.8 BID PACKAGING LABEL. 36

5.9 STATEMENT OF NO PARTICIPATION..... 37

SECTION 6 ATTACHMENTS38

6.1 ATTACHMENT NUMBER AND DESCRIPTION OR CONTENTS..... 38

Section 1 Introduction and Instructions

1.1 Bid Overview.

Subject: Invitation to Bid 2024-025
Bid Title: Emergency Lighting and Accessories
Buyer: Marianne Theen, MTheen@TeamHCSO.com
Bid Opening: December 19, 2024 15:00
Bid Opening Place: Sheriff’s Operation Center, 2008 East 8th Avenue, Tampa, Florida 33605

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), in establishing contracts with manufacturer’s authorized dealers with the intent to provide best and broadest possible selection of emergency lighting, related accessories and installation for the Hillsborough County Sheriff’s Office (“HCSO”) fleet vehicles as well as Participating Public Agencies. Any reference to the “Work” throughout this document 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.	November 24, 2024 00:00
Letter of Intent and Questions and Clarifications Deadline	December 12, 2025 12:00
Deadline for Receipt / Bid Opening	December 19, 2024 15:00
Award Target Effective Date	January 13, 2025 00:00

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:

- Clearly identify the affected article and section, and
- 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 Bid Response Submission.

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

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

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

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

To prevent inadvertent opening, the Bid must be marked as a BID DOCUMENT (including the Bid number, Date, and Time of Bid Opening) on the outermost envelope or packaging material – See 5.8 Packaging Label.

- 1.3.2 Electronic bids may be submitted through a secure mailbox at DemandStar www.demandstar.com until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches DemandStar before the closing date and time.

- 1.3.3 When appropriate, respondent should provide one (1) clearly marked redacted copy.

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

1.4 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.

1.5 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.

1.6 Communication Between Parties.

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

1.7 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, as applicable. It will also be posted to the HCSO website at <https://TeamHCSO.com/Purchasing>.

1.8 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.

1.9 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.

1.10 Prices.

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

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

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

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

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

1.11 General Bidder Qualifications.

Bids shall be considered only from those who 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.

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 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

1.15 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.

1.16 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.

1.17 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.

1.18 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.

1.19 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.

1.20 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 objectives of this Bid include furnishing and delivering various types of emergency lighting and equipment for installation in HCSO vehicles. The intent of this Bid is to secure a percentage discount from the list price of each manufacturer indicated in the Bid Response (Section 5), in order to alleviate modifying requirements or items currently utilized based on changes in vehicle types or future technology. List pricing must be available via printed publication or online. Installation of components may be included in the request.

2.2 Background.

The HCSO maintains a large vehicle fleet which is outfitted with various law enforcement lighting and accessories. A previous bid 16-20, for like requirements, incurred roughly \$1.25 million in expenditures during the agency's last fiscal year. It is of paramount importance to keep the agency vehicles equipment in working order and amongst our community. New vehicles are outfitted with all necessary equipment, and in-service vehicle equipment must be maintained in working order, so the reliable availability of these various components at a reasonable price is required.

2.3 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 3.15 of this solicitation, 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.

2.3.1 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.

2.3.2 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.

2.3.3 Contract Period: The Contract shall be effective for three (3) 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.

2.3.4 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.

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.

2.3.5 Purchase Orders: To initiate a purchase, a purchase order must be issued to the Supplier, which includes:

- HCSO contract title and number;
- List of items purchased
- And the following Purchaser information: Purchaser name, contact name, 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:

Purchaser name, Purchase order number, Purchase order issue date, FSA CPP contract title and number, 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.

2.3.6 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.

2.3.7 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

2.3.8 **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.

2.3.9 **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.

2.4 **Frequency.**

Work will be requested of the Awarded Supplier(s) on an as needed when needed basis.

2.5 Location of HCSO Work.

Delivery of requested components and any installation, if applicable, will be made at the following location:

Hillsborough County Sheriff's Office
Radio Services
2214 N. Falkenburg Road
Tampa, Florida 33619

Adequate workspace, adequate lighting, and access to electricity will be provided. Reasonable accommodations will be considered upon an approved written request by the HCSO.

2.6 Minimum Qualification Requirements.

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

- 2.6.1 Bidders must provide verification as an authorized distributor, dealer, or reseller of brands submitted for discount.
- 2.6.2 Bidders must be registered to do business in the State of Florida by time of Award.
- 2.6.3 Bidders must offer a minimum of one discount percentage rate from the manufacturer's list price (MSRP) of any of the following brands:
- 911 Circuits
 - Brooking Industries
 - Federal Signal
 - Gamber Johnson
 - Go Rhino®
 - Havis
 - Lund Industries
 - OPS Public Safety
 - Panorama Antennas
 - Pro-Gard™
 - SETINA
 - SoundOff Signal®
 - Streamlight
 - Tuffy Security Products
 - Whelen®
- 2.6.4 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.
- 2.6.5 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.
- 2.6.6 Bidders must have adequate equipment, finances, and personnel to furnish the item or service offered satisfactorily and expeditiously.
- 2.6.7 Bidders shall employ only qualified operators and workers who are skilled in the performance of the Work. All employees of the Bidder which will work in a HCSO Facility or on a Hillsborough County property may be required to have a background check by the HCSO prior to beginning Work. All employees must comply with HCSO's policies and procedures which include the prohibition against the use of any tobacco products on any HCSO property.
- 2.6.8 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.
- 2.6.9 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.

2.6.10 Subcontracting for this project will not be allowed.

2.6.11 Contract Personnel. Any change of the key project team members or Emergency Points of Contact 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.

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 Disadvantaged Businesses.

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

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- 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:

Evaluate whether small, minority and women's businesses are potential sources,

Place those qualified small and minority businesses and women's business enterprises on solicitation lists,

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.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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.

3.8 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.

- 3.8.1 The HCSO may, at its sole discretion and in its best interest, allow the Bidders to complete, supplement, or supply the required documents during the bid evaluation period. Failure to provide all of the above contract requirements may render the Bidders proposal non-responsive.

3.9 Determination of Responsiveness.

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

3.10 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-responsive. 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-responsive.

3.11 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.

3.12 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.

3.12.1 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).

3.12.2 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.

3.13 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.

3.14 Claims.

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

3.15 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.

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.

3.15.1 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).

3.15.2 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.

3.15.3 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.

3.15.4 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.

3.16 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 for up to two (2) additional two-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.

3.17 Escalation/De-escalation in Pricing.

The HCSO will allow an escalation/de-escalation provision in this solicitation. 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 30, but no more than 60, calendar days prior to the end of each two (2) year renewal period for which the solicitation 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 solicitation 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.

3.18 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:

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

3.19 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.

3.20 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.

3.21 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.

3.22 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.

3.23 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.

3.24 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.

3.25 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.

3.26 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.

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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 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.

4.3 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.

4.4 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.

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4.5 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.

4.6 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.

4.7 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.

4.8 Conflict of Interest.

The Bidder agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, 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.

4.9 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).

4.10 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.

4.11 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.

4.11.1 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.

4.11.2 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.

4.12 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.

4.13 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.

4.14 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.

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4.15 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.

4.16 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.

4.17 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.

4.18 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.

4.19 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.

4.20 Florida Sheriff's Association.

Hillsborough County Sheriff's Office (HCSO) has partnered with the Florida Sheriffs Association (FSA) to make the awarded bid 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".

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All transactions, purchase orders, invoices, and payments between the Awarded Vendor and an Eligible Purchaser will occur directly between the Awarded Vendor and each Eligible Purchaser individually. The Awarded Vendor 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 Participating Vendors for any acts, liabilities, damages, costs, expenses, fees, etc., incurred by an Eligible Purchaser.

Fees and Reporting. The FSA CPP charges three quarters of one percent (.0075) to administer the contract. The administrative fees are the contractual responsibility of the Awarded Vendor.

After receipt of payment from contract purchases, the Awarded Vendor 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 Vendor 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 instructions for electronic payment or wiring of funds is included in the attached 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

The Awarded Vendor shall maintain an accounting of all purchases made by Eligible purchasers under the contract. FSA and HCSO reserve the right to audit the accounting for a period of four (4) years from the date FSA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by HCSO or FSA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, the Awarded vendor shall promptly pay FSA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse FSA's costs and expenses for such audit.

4.21 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.

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Children’s Board of Hillsborough County	Hillsborough County Aviation Authority
City of Belleair Beach	Hillsborough County Board of County Commissioners
City of Clearwater	Hillsborough County Property Appraiser
City of Dunedin	Hillsborough County School Board
City of Gulfport	Hillsborough County Supervisor of Elections
City of Indian Rocks Beach	Hillsborough County Tax Collector
City of Largo	Manatee County Board of Commissioners
City of Oldsmar	Pasco County Clerk and Comptroller
City of Pinellas Park	Pasco County Schools
City of Plant City	Pasco County Sheriff
City of Safety Harbor	Pinellas County Clerk of the Court
City of Saint Pete Beach	Pinellas County Government
City of Saint Petersburg	Pinellas County School Board
City of Tampa	Pinellas County Sheriff
City of Tampa Housing Authority	Pinellas Suncoast Transit Authority
City of Tarpon Springs	Saint Petersburg College
City of Temple Terrace	State Attorney’s Office
City of Treasure Island	Tampa Airport
Clerk of Court and Comptroller of Hillsborough County	Tampa Bay Water
Hillsborough County Expressway Authority	Tampa Palms Community Development District
Hernando County	Tampa Port Authority
Hillsborough Area Regional Transit Authority	Tampa Sports Authority
Hillsborough Community College	Town of Indian Shores

4.22 Certificate of Insurance.

4.22.1 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.

4.22.2 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

4.22.3 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.

4.22.4 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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4.22.5 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

4.23 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@hcsotampa.fl.us.

END OF SECTION

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Section 5 Bid Response

5.1 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 DemandSar.com, and the HCSO’s official means of communication – HCSO’s website: <https://TeamHCSO.com/>.

If you do not wish to participate, please instead return 5.9 - *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 IN SECTION 1 OF THIS DOCUMENT, AT FAX NUMBER 813-242-1826, OR TO Purchasing@HCSO.Tampa.FL.US.**

5.2 Bidder Order Instructions.

Describe the preferred method and person to contact for requesting service.

Company Name:

Contact Name and Title:

Address:

City:

State:

Zip Code:

Office Phone:

Mobile Phone:

Fax:

E-Mail Address:

Company Website:

5.3 Solicitation 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:

5.4 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."

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

5.7 Bid Checklist.

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

- One (1) original or one (1) electronic copy of the completed Bid Package in its entirety.
- Signatures as required for Acknowledgments, Intent, Participation, Affirmations, Addenda, Change Orders, etc.
- Appendix I – Supplier Application to include the completed Application, W9, ACH Authorization with valid secondary verification method, Business Tax Receipt or other government issued business license.
- Appendix II – Pricing Matrix
- Section 5 Bid response to include 1) Letter of Intent, 2) order instructions, 3) solicitation contact information, 4) exceptions, 5) pricing matrix, 6) Affirmation & Declaration (signature required), etc.
- Requested manufacturer’s literature and warranty information, when applicable.
- Properly labeled outermost layer of packaging to meet submission requirement, as applicable.

5.8 **Bid Packaging Label.**

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

URGENT - SEALED SUBMITTAL PACKAGE ENCLOSED	
HILLSBOROUGH COUNTY SHERIFF'S OFFICE	
SHERIFF'S OPERATIONS CENTER	
ATTN: FINANCIAL SERVICES DIVISION – PURCHASING SECTION	
2008 EAST 8 TH AVE	
TAMPA FL 33605	
<u>PACKAGE SUBMITTAL</u>	
URGENT	From: _____
	# 2024-025
	Emergency Lighting and Accessories
	OPENING DATE/TIME:
	December 19, 2024 15:00
URGENT	

END OF SECTION

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5.9 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:

END OF SECTION

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Section 6 Attachments

6.1 Attachment Number and Description or Contents

Appendix I Supplier Packet

Appendix II Pricing Matrix

Appendix III Protected Zip File Password

Exhibit A *Draft Award Contract*

Exhibit B *FSA ACH Form for Electronic Payment or Wiring of Funds*