



CHAD CHRONISTER, SHERIFF

February 12, 2026

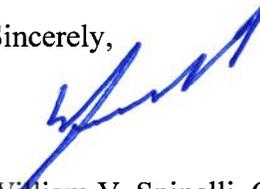
SUBJECT: Request for Qualifications 2026-002 ARCHITECTURAL & ENGINEERING SERVICES

MESSAGE: Please note and acknowledge the following changes or additions to be included in the referenced section(s) of RFQ 2026-002.

1. Verbiage in RFQ Solicitation Page 8 Paragraph 16 is being modified to provide clarification that complies with Florida Statute 725.08.
2. Verbiage in the Draft Award Contract page 12 paragraph 22 is being modified to provide clarification that complies with Florida Statute 725.08.

Please complete the acknowledgement of this notice on the next page of this document and include it in your proposal response.

Sincerely,



William V. Spinelli, CPA
Chief Financial Officer

WVS/nc

Enclosures

RFQ 2026-002 pages 8 & 9

Draft Award Contract pages 12 & 13



CHAD CHRONISTER, SHERIFF

ACKNOWLEDGMENT OF AMENDMENT #1

We do hereby acknowledge the information and/or changes described in
Amendment #1 to Request for Qualifications 2026-002 ARCHITECTURAL & ENGINEERING
SERVICES

PLEASE PRINT: Company Name: _____

By: _____

Title: _____

Date: _____

Signature: _____

(Signed Acknowledgment must be included with your Submission)

options or resulting contract(s) or agreements, when deemed in the best interest of the HCSO.

14. **APPROPRIATION OF FUNDS:** The HCSO, as an entity of local government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any Agreement entered into as a result of this RFQ for each and every fiscal year following the fiscal year in which this Agreement is executed and entered into, and for which the Agreement 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 Agreement, provide prompt written notice of such event and effective 30 calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such Agreement.
15. **PROTESTS:** Any Firm who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all Qualification Package(s) 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.
 - a. 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 Firm or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Buyer will make a recommendation to the Chief Financial Officer (CFO).
 - b. The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the Firm in writing. This decision, and the basis upon which it was made, will be communicated to the Firm 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. The final decision of an appeal will be made by the Sheriff.
16. **INDEMNIFICATION:** To the fullest extent permitted by law, the Awarded Firm(s) shall indemnify and hold harmless the HCSO, and its officers, employees, and agents, from and against third-party claims, damages, losses, and expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent, reckless, or intentionally wrongful acts or omissions of the Awarded Firm(s), its subconsultants, or anyone directly or indirectly employed by them in the performance of the Services.

In any and all claims against HCSO by an employee of the Awarded Firm(s), any subconsultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Awarded Firm(s) or any subconsultant under workers' compensation

acts, disability benefit acts, or other employee benefit acts; provided, however, that the Awarded Firm(s) indemnity obligation remains limited to the extent caused by the Awarded Firm(s) negligent, reckless, or intentionally wrongful acts or omissions as stated herein.

17. CONTRACT DOCUMENT: Firms selected for award will be required to enter into a written Agreement with the HCSO. During award procedures, the RFQ, its attachments, its amendments, and the Qualification Package submitted by the Firm will become incorporated into the Agreement that, when fully executed, becomes the Contract Document.

This Agreement will require the signature of the Firm's authorized representative and the signature of either the Sheriff, the Undersheriff, the Chief Deputy, or the Chief Financial Officer (CFO) to become binding. A draft copy of the proposed Agreement is attached to this RFQ for review (Exhibit A). The final Contract Document may have differing terms due to corrections and/or negotiations.

To request a modification or exception to the Agreement terms, conditions, or specifications, a Firm must submit the requested modifications or exceptions to the Agreement with their Qualification Package, along with their exceptions, if any, to the RFQ. Exceptions must:

- Clearly identify the affected article and section, and
- Clearly note what language is requested to be modified.

Unclear modification or exception requests will be automatically denied. Only those modifications or exceptions that have been accepted by the HCSO will be included in the Agreement provided to the Firm for signature.

Much of the language in the Agreement reflects the 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 Qualification Package being disqualified from further review and evaluation.

All Qualification Packages become the property of the HCSO and will not be returned to the Firm. The HCSO reserves the right to clarify any contractual relationship in writing with the Awarded Firm, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFQ or the Qualification Package. In all other matters not affected by the written clarification, if any, the RFQ and all amendments thereto shall govern. The Firm is cautioned that their Qualification Package shall be subject to acceptance without further clarification.

When a Firm receives an award resulting from this solicitation, they will have up to 30 days to sign and return the agreement. If the signed Agreement is not returned within 30 days, the award may be revoked at HCSO's sole discretion.

18. PUBLIC ENTITY CRIMES: Pursuant to §287.132-133, *Fla. Stats.*, the HCSO, as a public entity, may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, *Fla. Stat.*, for Category Two (\$35,000) with any person or affiliate on the convicted supplier list for a period of 36

in this Section authorizes the CMAR to direct PROFESSIONAL's services except to the extent instructions are communicated or confirmed by the PROJECT MANAGER.

- f. Professional Responsibility Not Shifted. CMAR participation, review, comments, value engineering suggestions, constructability observations, or cost/schedule input do not relieve PROFESSIONAL of any professional responsibility for the adequacy, accuracy, completeness, or code compliance of the design and deliverables, and PROFESSIONAL remains responsible for its professional services.
- g. Conflict; Task Order Controls. If a Task Order expressly states a delivery method other than CMAR (e.g., design-bid-build) or states that CMAR coordination is not required, the Task Order controls for that Project. If CMAR is used and a conflict exists between this Section and a Project's Task Order regarding CMAR coordination deliverables, the Task Order controls for that Project-specific requirement.

21. Termination of Task Order; Payment and Delivery of Work Product. If HCSO terminates a Task Order pursuant to the termination provisions of this MSA, or if HCSO determines in good faith that continued performance of the Task Order would cause the Task Order or Project to exceed any applicable statutory dollar/threshold limitation for continuing contracts under Florida's CCNA (§287.055, Fla. Stat.) (or any successor provision), then (i) PROFESSIONAL shall promptly cease Services as directed, (ii) HCSO shall pay PROFESSIONAL only for Services satisfactorily performed and accepted through the effective date of termination (plus any reasonable, documented, pre-approved reimbursable expenses authorized by the Task Order incurred prior to the effective date), and PROFESSIONAL shall not be entitled to anticipatory profits or fees for unperformed Services, and (iii) within seven (7) calendar days after termination (or such shorter time as HCSO reasonably requires), PROFESSIONAL shall deliver to HCSO all completed and partially completed work product and deliverables prepared or obtained in connection with the Task Order, including all in-progress design documents and native files (CAD/BIM and other editable formats to the extent available), all of which shall be the property of HCSO consistent with the MSA's ownership provisions.

22. Indemnification. To the fullest extent permitted by law, the PROFESSIONAL shall indemnify and hold harmless the HCSO, and its officers, employees, and agents, from and against third-party claims, damages, losses, and expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent, reckless, or intentionally wrongful acts or omissions of the PROFESSIONAL, its subconsultants, or anyone directly or indirectly employed by them in the performance of the Services.

In any and all claims against HCSO by an employee of the PROFESSIONAL, any subconsultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for the PROFESSIONAL or any subconsultant under workers' compensation acts, disability benefit acts, or other employee benefit acts; provided, however, that the PROFESSIONAL's indemnity obligation remains limited to the extent caused by the PROFESSIONAL's negligent, reckless, or intentionally wrongful acts or omissions as stated

herein.

23. Certificate of Insurance. No Work shall commence in connection with this Contract until the PROFESSIONAL and any Subcontractor(s) have met the insurance requirements listed below and obtained approval of such by the HCSO. All commercial general liability and automobile liability policies required herein shall name Chad Chronister, Sheriff, as an additional 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; and shall be maintained throughout the life of this Contract. All insurance policies shall be with insurers qualified and doing business in the state of Florida. The HCSO must be notified within sixty calendar days of cancellation, non-renewal, or change in the insurance coverage.

a. Worker's Compensation Insurance. Worker's Compensation Insurance must meet statutory minimum requirements for all employees connected with the Work of this project and in case any Work is sublet, the PROFESSIONAL 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 PROFESSIONAL. 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 PROFESSIONAL shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the HCSO for the protection of their employees not otherwise protected. The minimum amounts required are as follows:

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

b. Contractors Public Liability and Property Damage Insurance. Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance which shall protect the PROFESSIONAL from claims for damage and 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 the PROFESSIONAL or by anyone directly or indirectly employed by the PROFESSIONAL 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.

c. Professional Liability Insurance (if applicable to the work being performed). Professional Liability Insurance shall meet the following minimum amounts:

\$500,000 per occurrence; and
\$1,000,000 aggregate.