

**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**



CHAD CHRONISTER, SHERIFF

REQUEST FOR PROPOSALS 2021-025

RANGE BUILDING CLASSROOMS

AUGUST 23, 2021

HILLSBOROUGH COUNTY SHERIFF'S OFFICE



CHAD CHRONISTER, SHERIFF

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

Wady Almanzar, SPA

☎ (813) 247-8263 WAlmanzar@TeamHCSO.com

INSTRUCTIONS TO PROPOSERS

Included herein are GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), SPECIFICATIONS (PART C) and PROPOSAL RESPONSE (PART D), which together with all attachments, constitute the entire "Proposal Package". Said Proposal Package must be the basis upon which all Proposals are offered and must be kept together and returned, intact, by the time and at the place specified herein. The Proposer must manually sign the GENERAL TERMS AND CONDITIONS (PART A) and PROPOSAL RESPONSE (PART D). Any questions concerning this Invitation to Proposal (Proposal) should be directed to the Buyer whose name appears above.

When awarded, the Proposal Package becomes the "**Contract Document**". The Proposer's signature on the PROPOSAL RESPONSE (PART D), constitutes Proposer's agreement to the terms therein. The signature on the Proposal Package must be that of an Officer of the Company, or an individual authorized to commit the Company to a legal and binding Contract. **READ THE ENTIRE RFP PACKAGE CAREFULLY BEFORE SIGNING.**

NOTICE TO PROPOSERS

WHEN SUBMITTING A SEALED PROPOSAL PACKAGE, CLEARLY MARK THE PACKAGE AS A PROPOSAL DOCUMENT ON THE OUTSIDE OF THE ENVELOPE OR BOX. INCLUDE THE RFP NUMBER AND THE DATE AND TIME OF THE PROPOSAL OPENING.

TABLE OF CONTENTS	PAGE
INSTRUCTIONS TO PROPOSERS	2
LETTER OF INTENT	4
DATE TIME AND PLACE - MEETINGS AND DEADLINES	5
PART A – GENERAL TERMS AND CONDITIONS	6
SIGNATURE OF ACKNOWLEDGMENT	11
PART B – SPECIAL PROVISIONS	12
PART C – SPECIFICATIONS	31
PART D – PROPOSAL RESPONSE	34
CONTRACTOR ORDER INSTRUCTIONS / PROPOSAL CONTACT INFORMATION	39
SIGNATURE OF AFFIRMATION AND DECLARATION	40
PROPOSAL CHECKLIST	41
PACKAGE LABEL	42
LISTING OF ATTACHMENTS	43
APPENDIX I – VENDOR PACKET (Application, W9, Direct Deposit)	Attached
APPENDIX II – STATEMENT OF NO PROPOSAL	Attached
APPENDIX III – FEDERAL GRANT COMPLIANCE	Attached
APPENDIX IV – PAST PERFORMANCE QUESTIONNAIRE	Attached
ATTACHMENT 1 – 100% CONSTRUCTION DOCUMENTS	Attached
PROPOSED SCHEDULE OF EVENTS	DATE
RFP Advertised / Posted to HCSO and OSD Websites	August 23, 2021 3:00 pm EST
Mandatory Pre-Proposal Site Visit and Facility Tour #1	August 31, 2021 9:30 am EST
DEADLINE TO SUBMIT QUESTIONS	September 7, 2021 5:00 pm EST
DEADLINE TO SUBMIT PROPOSAL	September 16, 2021 3:00 pm EST
Award Notification Target Date	October 1, 2021

LETTER OF INTENT

REQUEST FOR PROPOSAL NO. 2021-025

The undersigned acknowledges the General Terms and Conditions of the Request for Proposal (RFP) and intends to respond to the Hillsborough County Sheriff's Office (HCSO). We understand that any amendments, clarifications, and addenda to the RFP will be promptly communicated to the individual authorized below to receive this information.

COMPANY NAME

COMPANY ADDRESS

PRIMARY CONTACT NAME/TITLE

EMAIL ADDRESS

TELEPHONE NUMBER

FAX NUMBER

SIGNATURE OF COMPANY OFFICER

DATE

THE FOLLOWING REPRESENTATIVE(S) WILL ATTEND THE MANDATORY PRE-PROPOSAL SITE VISIT

Print Name

Email Address

Print Name

Email Address

Print Name

Email Address

****NOTE: THIS FORM SHOULD BE SENT IMMEDIATELY TO THE BUYER LISTED ON THE FRONT OF THIS DOCUMENT AT FAX NUMBER 813-242-1826 or purchasing@hcsso.tampa.fl.us**

HILLSBOROUGH COUNTY SHERIFF'S OFFICE
2008 East 8th Avenue
Tampa, Florida 33605

SUBJECT: Request for Proposals No. 2021-025

REQUEST FOR PROPOSALS TITLE: Range Building Classrooms

RFP OPENING DATE & TIME: September 16th, 2021 at 3:00 PM

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

Request for Proposals Overview: The purpose of this Request for Proposals (RFP) is to describe the requirements of Chad Chronister, the Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida ("Sheriff") for the building of classrooms over the range building structure.

Any reference to the "Work" throughout this Proposal packet is defined to be inclusive of the Scope of Work and any related performance detailed herein.

MANDATORY PRE-PROPOSAL SITE VISIT – This site visit must be attended.

Pre-Proposal Site Visit: A mandatory pre-proposal site visit has been scheduled for August 31, 2021. Please meet at the Sheriff's Practical Training Site at 9:30 A.M. All attendees must adhere to HCSO policies and procedures while on site.

Pre-Proposal Site Visit #1: August 31, 2021, 9:30 AM EST

PLACE: HILLSBOROUGH COUNTY SHERIFF'S OFFICE
PRACTICAL TRAINING SITE
14063 COUNTY ROAD 39
LITHIA, FL 33547

PART A - GENERAL TERMS AND CONDITIONS

1. **PROPOSALS:** Must be contained in a SEALED envelope addressed to: Hillsborough County Sheriff's Office, Sheriff's Operations Center, Financial Services Division – Purchasing Section, 2008 East 8th Avenue, Tampa, Florida 33605. To prevent inadvertent opening, the Proposal must be marked as a PROPOSAL DOCUMENT (including the Proposal number, date, and time of Proposal opening) on the outside of the package.

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

2. **PROPOSAL DELIVERY:** The responsibility for getting the Proposal to the HCSO on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The HCSO will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Proposer shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Proposals will not be accepted after the time specified for receipt.
3. **ON-LINE DOCUMENTS:** The HCSO publishes procurement-related documents on its website at <https://TeamHCSO.com/Purchasing> for the convenience of companies wanting to do business with the HCSO and to save tax dollars. This service is public record and the HCSO is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a Proposal.
4. **TIME FOR CONSIDERATION:** Proposer warrants, by virtue of proposing, the prices quoted in their response will be good for an evaluation period of 60 calendar days from the date of Proposal opening unless otherwise stated. Proposers will not be allowed to withdraw or modify their Proposals after the opening time and date.
5. **PRICES:** All Proposals submitted must show the net Proposal price after any and all discounts allowable have been deducted. **Prices quoted are to be F.O.B. Destination.** All prices shall include freight (to include manufacturer to distributor), packaging, and any other similar fees. The HCSO is exempt from all state sales, use, transportation, and excise taxes. The HCSO will issue tax exemption certificates to the Awarded Contractor.

The Proposer'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 Proposal, and that all applicable taxes and fees shall be deemed to have been included in the PROPOSAL RESPONSE (PART D) as part of the materials cost, when applicable.

6. PROPOSAL ERRORS: When errors are found in the extension of Proposal prices, the unit price will govern. Proposals having erasures or corrections must be initialed in ink by the Proposer.
7. CONDITION OF MATERIALS AND PACKAGING: Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Proposal shall be NEW and in FIRST CLASS CONDITION or FIRST QUALITY, that all containers shall be NEW and suitable for storage or shipment, and that prices include standard commercial packaging for the items shipped.
8. CLAIMS: The Awarded Contractor will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
9. WHEN TO MAKE DELIVERY: Deliveries resulting from this Proposal are to be made during the normal working hours of the HCSO. It is the Proposer's responsibility to obtain this information.
10. INFORMATION AND DESCRIPTIVE LITERATURE: Proposers must furnish all information requested in the RFP. If specified, each Proposer must submit samples, cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted with previous responses will not satisfy this provision. Proposals which do not comply with these requirements will be subject to rejection.
11. PROPOSAL SUBMITTAL COSTS: Submittal of a Proposal is solely at the cost of the Proposer and the HCSO in no way is liable or obligates itself for any cost incurred by the Proposer in preparing the Proposal Package.
12. NO PROPOSAL: If you do not wish to submit a response to the Proposal, please return the STATEMENT OF NO PROPOSAL herein as APPENDIX II. The "No Proposal" information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor List.
13. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA): The Proposer certifies that all material/items contained in their response meets all OSHA requirements.
14. LAWS, STATUTES, AND ORDINANCES: The terms and conditions of the RFP 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 RFP 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.

The Proposer's 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 herein written. Florida law will govern all questions concerning implementation and execution of this contract and shall also be controlling in any cause of action brought pursuant to this contract.

The Awarded Contractor 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.

15. FAMILIARITY WITH LAW: The Proposer 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 Proposer will in no way relieve them from responsibility.
16. ACCEPTANCE AND REJECTION: The HCSO reserves the right to reject any or all Proposals, for cause, to waive irregularities, if any, and to accept the Proposal (or Proposals) 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 Proposal options or resulting contract(s) when deemed to be in the best interest of the HCSO.
17. APPROPRIATION OF FUNDS: The HCSO, as an entity of local government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this Proposal for each and every fiscal year following the fiscal year in which this Contract is executed and entered into, and for which the Contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Contract, provide prompt written notice of such event and effective 30 calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such Contract.
18. GRANT FUNDING: As mentioned herein, some or all of the funds for this project will be provided by a Federal Grant through U.S. Department of Homeland Security. To recognize and comply with the additional special provisions required by the Federal Government, APPENDIX III has been incorporated as part of the Proposal and ensuing contract, and will be separately acknowledged and accepted by the Proposer's signature. Several grant compliance clauses pertain to construction contracts only. Equipment installation is not considered construction. All other clauses not specific to construction, such the method of procurement and access to documentation, will apply to all Scopes of Work

19. **PROTESTS:** Any Proposer who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all Proposals 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 Proposer or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Buyer will make a recommendation to the Chief Financial Officer (CFO).

B. The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the Proposer in writing. This decision, and the basis upon which it was made, will be communicated to the Proposer 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.

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

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

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

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

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

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

By: _____

Christina R. Porter, CPA
Chief Financial Officer

SIGNATURE OF ACKNOWLEDGMENT

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

Company Name

Company Officer Name (Printed)

Title

Company Officer Signature

Date

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

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PART B - SPECIAL PROVISIONS

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

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

2. **THE VENDOR PACKET:** The completed APPENDIX I must be returned with your Proposal Response along with copies of Hillsborough County Business Tax Receipt, other local government, or state business license(s).
3. **PROPOSER QUALIFICATIONS:** Proposals 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 Proposal. Proposers 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 Proposer, the HCSO reserves the right to investigate the financial condition, experience and training records, personnel, equipment, facilities and organization of the Proposer. 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 Proposal when evidence indicates the inability to perform the work specified within the RFP.
4. **MANDATORY PRE-PROPOSAL SITE VISIT:** All interested parties are required to attend the Mandatory Pre-Proposal Site Visit (see date/time on page (5)). At this time the Sheriff's representative(s) will be available to answer questions relative to this RFP. Any suggested modifications may be presented in writing or discussed with the Sheriff's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Proposal. Only written amendments issued by the HCSO will be considered official changes to the SPECIAL PROVISIONS (PART B) or SPECIFICATIONS (PART C) of the RFP. Attendees will have the opportunity to inspect the site and the current systems. Measurements, notes, photographs, etc. may be taken. Care should be taken to obtain any and all technical information necessary to complete and submit a concise but inclusive Proposal.

In the event the Proposer determines any contradiction or non-compliance with any laws, ordinances, rules, codes or regulations applicable to the Scope of Work and SPECIFICATIONS (PART C) it is incumbent upon the Proposer to notify the HCSO promptly in writing no later than the close of the Questions and Answers (Q & A) period as defined in the Table of Contents. Any necessary changes in the Scope of Work and SPECIFICATIONS (PART C) will be adjusted by an amendment to the RFP. The cost of any Work or related remedy performed by the Contractor that it knew or should have known was in violation of any laws, ordinances, rules, codes or regulations without proper notice to the HCSO will be born solely by the Contractor.

5. **LETTER OF INTENT**: Interested Proposers planning on attending the Mandatory Pre-Proposal Site Visit, should notify the Buyer by use of the Letter of Intent form included herein. Submitted Proposals will be returned to any Proposers who did not attend the Mandatory Pre-Proposal Site visit(s). The person(s) indicated on the Letter of Intent will be those notified of all addenda, amendments and Q & A.

6. **EXAMINATION OF SITE**: Proposers shall visit the site and familiarize themselves with existing conditions and satisfy themselves as to the nature and Scope of Work required. The submission of a Proposal will be construed as evidence that such an examination has been made. Any materials and/or labor not reflected in the drawings or specifications, required for completion of the Work, shall be submitted with the Proposal. Later claims for labor, equipment or materials required, may not be allowed. **The Mandatory Pre-Proposal Site Visit will be held on site affording the opportunity for site survey at that time.**

7. **E-VERIFY REQUIREMENT**: Pursuant to §448.095, *Fla. Stat.*, the Sheriff requires the Awarded Contractor, and any and all subcontractors, if permitted by agreement, to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If the Awarded Contractor enters into a contract with a subcontractor, the subcontractor must provide the Awarded Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awarded Contractor shall maintain a copy of such affidavit for the duration of the contract. If the Sheriff has a good faith belief that the Awarded Contractor has knowingly violated §448.09(1), *Fla. Stat.*, the contract will be terminated. If the Sheriff has a good faith belief that a subcontractor knowingly violated this subsection, but the Awarded Contractor otherwise complied with this subsection, the Sheriff will promptly notify the Awarded Contractor and order the Awarded Contractor to immediately terminate the contract with the subcontractor. 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. If the Sheriff terminates a contract with an Awarded Contractor as provided above, the Awarded Contractor may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The Awarded Contractor is liable for any additional costs incurred by the Sheriff as a result of the termination of a contract.

8. **SUBCONTRACTING**: The Awarded Contractor may not sublet or subcontract any of the contractual obligations concerning this Proposal matter except as provided for in the written contract between the HCSO and Awarded Contractor. This statement prohibits subcontracting overall management obligations pertaining to the work and requires the Awarded Contractor to retain ultimate liability for all contractual obligations.

9. **CERTIFICATE OF INSURANCE**: No Work shall commence in connection with this Contract until the Awarded Contractor and any Subcontractor(s) have met the insurance requirements listed below and obtained approval of such by the HCSO. These policies, obtained at the Contractor's own expense, 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; 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.

D. Comprehensive Insurance Coverage: Comprehensive General Liability and Automobile Liability Insurance which shall protect the Contractor 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 the Contractor or by anyone directly or indirectly employed by the Contractor. The minimum amounts of such insurance shall be as follows:

Commercial/Comprehensive General Liability:

- | | |
|-----------------------------|---|
| 1. Bodily Injury | \$300,000 per person per occurrence |
| 2. Property Damage | \$300,000 per occurrence |
| 3. Automobile Liability | \$300,000 combined single limit bodily injury and property damage |
| 4. Garage Liability | \$1,000,000 combined single limit each occurrence |
| 5. Garage Keepers Liability | \$100,000 collision and comprehensive per vehicle |

10. 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 Proposers. 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. Manufacturer's specification sheets shall be furnished upon request.
11. CONFLICT OF INTEREST: The Proposer agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, *Fla. Stat.*, regarding standards of conduct for public officers, employees of agencies, and local government attorneys.

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

12. **EVALUATION OF PROPOSALS:** Initially all Proposals submitted will be reviewed to determine if the Proposer is both responsive in terms of the completeness of the Proposal package and responsible in that proof of a legal, legitimate business enterprise has been provided along with any other qualifications stipulated. Proposals determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation.

Proposals determined to have met the minimum requirements will then be evaluated based on the following weighted criteria. These criteria relate directly to information required in the PROPOSAL RESPONSE (PART D) and are presented in the same outline. It is therefore important to maintain the organization of your response as outlined so the evaluators may easily locate the required documents. The PROPOSAL RESPONSE (PART D) offers details of the criteria below.

	<u>Points</u>
A. Cost of goods and services	40
B. Project Plan and Approach/Technical Applications	30
C. Company Overview, Personnel	20
D. References	<u>10</u>
Total	<u>100</u>

An evaluation committee consisting of a minimum of three (3) persons will be convened. Each committee member will independently read and score all eligible proposals. Any clarifications requested by a committee member will be presented to the Proposer through the Buyer. When all evaluations are complete, the Buyer will tabulate the results providing a scoring matrix indicating the group's collective ranking of each Proposer. The Buyer will present the composite evaluation results to the committee members, who may then submit their recommendation in accordance with the results of the scoring, or if deemed in the best interest of the HCSO, request a Best and Final Offer from the top ranked firms.

13. **BEST AND FINAL OFFER:** The HCSO reserves the right to request a Best and Final Offer (BAFO) from any or all Proposers. A BAFO may be requested as an optional step in the selection process. Useful situations include but are not limited to the following: no single response addresses all the specifications; the cost submitted by all Proposers is too high; the scores of two (2) or more Proposers are very close after the evaluation process; all Proposers submitted responses that are unclear or deficient in one or more areas.

The evaluation committee determines if the BAFO process will be conducted and who will receive the solicitation. All or any number of Proposers may be solicited, but only those Proposer(s) most likely to be awarded a contract are to be included. The evaluation committee will develop the aspects of the Proposal to be addressed in the BAFO. They may ask for enhancements of core components of the RFP but will maintain the integrity of the original Scope of Work.

BAFO solicitations will be made in writing. Proposers may be asked to provide additional clarification to specific sections of their response, or to rework their Proposal content or pricing. Information will be given as to how the BAFO will be evaluated. The HCSO will not identify either the current rank of any Proposer(s) or the lowest costs proposed until after the evaluation of

each BAFO submitted. If a Proposer does not wish to submit a BAFO offer, they may submit a written response stating their response remains as originally submitted.

The Buyer will be responsible for all communication to and from Proposers regarding the BAFO solicitation. All responses must be returned to the Buyer. Proposers may also be requested to make an oral presentation to the evaluation committee. The written BAFO solicitation will include submission requirements and a deadline date and time by which the BAFO must be returned to the Buyer.

At the option of the HCSO this negotiation process with the highest ranked Proposers may continue until a satisfactory contract is successfully negotiated.

14. **AWARD:** Award shall be made to the most Responsive Proposal and Responsible Proposer meeting specifications, price and other factors considered. The HCSO reserves the right to award by line item or by overall total, whichever is deemed in the best interest of the HCSO. Award may be made to more than one (1) Proposer to ensure that work is completed in a timely manner.
- A. Award will be dependent upon the determination that the Proposals are responsive, Proposers are responsible, evaluation criteria stated in the Proposal document and any other evaluation criteria deemed relevant and beneficial. Proposals and Proposers determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation. Tabulation of the Proposal prices and Proposer rankings, if applicable, will be published at the time of Award.
 - B. Notification of Award will be sent to the Proposer receiving the Award. Proposal results will be published on the HCSO website: <https://TeamHCSO.com/Purchasing>.
 - C. In the event two (2) or more Proposers have submitted the lowest and best proposals, preference may be given in the award in the following order: first, to the Proposer who has their principal place of business in Hillsborough County; second, to the Proposer who has a place of business in Hillsborough County; and third, if the Proposers involved in the "tie proposal" situation are all located inside/outside Hillsborough County, the toss of a coin may be used to break the tie.
15. **PRECEDENCE:** The Contract Document is complimentary. What is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, or discrepancy in the Contract Document, they will call it to the Buyer's attention in writing before proceeding with the Work. The Buyer will respond with a written clarification based on the Project Manager's response. Any delays associated with the clarification will be considered for time extensions only, but no damages for delay will be allowed.

In resolving such conflicts, errors, and discrepancies, the Contract Document shall be given preference in terms of the most stringent requirements as determined by the Project Manager. Enforcement of the most stringent requirements will be at the Sheriff's option. Figure dimensions on the Drawings (when provided) shall govern over scale dimensions, and the detailed Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Contract Document as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words which so applied have a

well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict, the more stringent requirements shall take precedence.

Clarifications and interpretations of the Contract Document shall be issued by the Buyer. The Contract Document will be governed by the laws of the State of Florida.

16. PERFORMANCE AND PAYMENT BOND:

- a. Bond Requirement: The HCSO shall, prior to the execution of the Contract, require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as listed hereunder. Premiums for Bonds shall be paid by the Contractor.

The Surety Company shall be licensed to transact surety business in Florida, shall be certified to issue the total amount of the bond on any one risk, and shall be otherwise acceptable to the HCSO.

- b. Time of Delivery and Form of Bonds: The Contractor shall deliver the required bonds to the HCSO within 10 calendar days from the Notice of Award. A Notice to Proceed and Purchase Order will be issued upon receipt of the Performance Bond.

"Performance and Payment Bond" shall be for 100% of the Contract sum on behalf of the HCSO. The bonds shall be written on the Surety Company's standard form. The Contractor shall require the Attorney-In-Fact who executes the required bonds on behalf of the Surety Company to affix to the bond a certified and current copy of their Power of Attorney, indicating monetary limit of such power.

- c. Alternative Forms of Security: In lieu of the bond required by this section, the Contractor may file with the HCSO, an alternative form of security which shall be in the form of cash, money order, certified check, cashier's check, or irrevocable letter of credit. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bond required by this section. The determination of the value of such alternative forms of security shall be made by the HCSO.
- d. Release of Bonds: Bonds will be released after all conditions of the Contract have been met, final acceptance has been given and all inspections have been satisfied and a statement of warranty and release of lien has been issued.

17. PROJECT MANAGEMENT: All Work accomplished for this project will be scheduled, reviewed and approved by the Project Manager or their designated personnel. Any Consultant contracted by the HCSO and specifically involved in the planning, design or execution of the project will hereinafter be referred to as "Engineer" and is in some cases, as noted, equally qualified to review and approve Work. All Work schedules, deliveries, personnel changes etc. will be coordinated with the Site Superintendent to be named at a later date.

18. **PRE-QUALIFICATION OF SUBCONTRACTORS, CONTRACTORS, AND SUPPLIERS:** All employees and/or subcontractors of the Contractor 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 policy and procedures which includes no smoking on any HCSO property. The Contractor shall be required to provide a Work crew list giving all personnel names and changes as they occur. The HCSO will perform the background checks in-house at no costs to the Contractor.

The Contractor agrees, within seven (7) calendar days of receipt of a written request from the HCSO, to promptly remove and replace any subcontractors employed or retained by the Contract, which the HCSO shall request in writing to be removed with or without cause. If the HCSO requires the removal of any subcontractor, the Contractor shall submit a substitute acceptable to the HCSO, and the Contract price may be increased or decreased by the reasonable difference in costs associated with such substitution, providing proof of increase or decrease is provided. If the HCSO request was made without cause, an appropriate Change Order will be issued.

19. **PROCESSING CHANGE ORDERS:** Any changes which result in an increase or decrease in the Contract amount must be processed as a Change Order to the Contract. This will include but not be limited to changes in the design requested by the HCSO, or any additions or deletions caused by unforeseen circumstances or requirements by government agencies. Any such changes will not invalidate this Contract. The time for project completion and/or the project cost will be adjusted accordingly. Change Orders will be numbered in sequence and dated.

Change Order requests will be submitted in writing and shall include the HCSO or the Contractor's detail of the design changes or circumstances surrounding the request and the Contractor's written quote representing an increase, decrease or no change to the Contract Sum. The resulting Change Order Request will be submitted by the Contractor to the Project Manager for approval by the CFO.

Any changes in the Contract Sum will be reflected on an amended Purchase Order as approved by the CFO in response to the appropriate requisition approved by the Division Commander. A copy of the amended Purchase Order will be provided to the Contractor.

Failure to follow Change Order instructions will result in the HCSO refusal to pay a change to the Contract Sum.

Requests for estimates for possible changes are not to be considered Change Orders or authorization to proceed with the proposed changes. Requests from the HCSO for quotes regarding new Work not included in the original scope will not constitute a Change Order to this Contract.

20. CONTRACTOR'S RESPONSIBILITIES:

- a. Supervision: The Contractor will supervise and direct the Work efficiently and with their best skill and attention. They will be solely responsible for the means, methods, techniques, sequences, and procedures of construction unless specifically addressed in the Contract Document. The Contractor will be responsible for seeing that the finished Work complies accurately with the Contract Document. The Contractor will cooperate with and be responsible for coordination of the Work with other contractors and/or utilities at the site.
- b. Superintendent: The Contractor will keep on the Work Site at all times during its progress a competent, resident Superintendent who shall not be replaced without written notice to the Project Manager, except under extraordinary circumstances. The Superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. The Contractor/Superintendent will at all times maintain good discipline and order on the site. All communications given to the Superintendent shall be as binding as if given to the Contractor.
- c. Labor, Materials, and Equipment: The Contractor shall pay for all labor, equipment, materials and services required to complete the Work as described in the Contract Document to include, but not limited to, building permits, notice of commencements, underground piping permits, electrical, mechanical, plumbing, and other governmental fees, licenses and inspections necessary for the proper completion of the Work. The Contractor will be responsible for any re-inspection costs or fines imposed by federal, state or local agencies.

All materials and equipment will be new and of first class condition and first quality, except as otherwise provided in SPECIFICATIONS (PART C). If required by the Buyer, the Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

- d. Concerning Subcontractors: The Contractor will be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them, and of persons for whose acts any of them may be liable to the same extent as if they were employed by them. Nothing in the Contract Documents shall create any contractual relationship between any subcontractors and the HCSO or any obligation on the part of the HCSO to pay or facilitate payment of any monies due any subcontractor, except as may otherwise be required by law. The HCSO may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the Contractor for specific Work completed.

The divisions and sections of SPECIFICATIONS (PART C) and the identifications of any drawings shall not control the Contractor in dividing Work among subcontractors or delineating the Work to be performed by any specific trade.

The Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the HCSO.

All Work performed for the Contractor by a subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the HCSO as trustee. The Contractor will pay each subcontractor an appropriate amount determined by value of the Work, of any insurance monies received by the Contractor under this insurance.

After award, the HCSO shall identify a Site Superintendent. The Contractor shall coordinate all Work and Work of suppliers and subcontractors with the HCSO's Site Superintendent, to maintain the required construction sequence and to ensure timely completion of Work stages. The Contractor or subcontractor must be on site to receive any and all delivery of their equipment and materials.

- e. Patent Fees and Royalties: The Contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process, or device which is the subject of patent rights or copyrights held by others.
- f. Permits: The Contractor will secure and pay for construction permits, licenses, drawings, and will pay all governmental charges and inspections fees which are applicable and necessary for the execution of the Work at the time of this Proposal. In addition, but not limited to, the Contractor will be responsible for re-inspections, fines, notice of commencement, underground piping, building, electrical, mechanical and structural permits. The Contractor will also pay all public utility charges. All required building and other permits shall be obtained before beginning construction. Upon completion of the project, the Contractor shall request and pay for the Certificate of Completion/Occupancy. Any delays associated with the permitting process will be considered for time extensions only and no damages or additional compensation for delay will be allowed. The Contractor shall be on site during all scheduled permit inspections.
- g. Laws and Regulations: The Contractor will give notices and comply with all laws, ordinances, rules, codes and regulations applicable to the Work. If the Contractor observes that any of the Contract Documents are contradictory to such laws, rules, and regulations, they will notify the HCSO promptly in writing. Any necessary changes will then be adjusted by an amendment to the RFP or appropriate Change Order. If the Contractor performs any Work that it knows or should have known to the contrary of such laws, ordinances, rules, codes, and regulations and without such notice to the HCSO, they will bear all related costs.
- h. Use of Premises: The Contractor will confine their equipment, the storage of materials and equipment, and the operations of their workers to the areas permitted by law, ordinances, permits, or the requirement of the Contract Documents. The Contractor shall not unreasonably encumber the premises with materials and equipment. Any loss or damage to the Contractor's or any subcontractor's equipment is solely at the risk of the Contractor.

The Contractor shall take care in working near existing areas to protect them from damage. The Contractor shall be responsible for any damage to existing areas and will repair such damage, at their expense, to the HCSO's satisfaction.

The Contractor shall keep the project site and surrounding area free from waste materials and rubbish which results from their Work on the project. Removal, hauling and disposal of rubbish and waste materials shall be the responsibility of the Contractor.

The Contractor shall be held responsible for all damages resulting from them, or their subcontractors, errors, omissions or negligence in the performance of the Work of the Contract Documents.

The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

The Contractor shall schedule and perform the Work in such a manner as to result in the least possible disruption to the normal operations of on-site Sheriff's activities. The Contractor and subcontractor shall coordinate their Work activities with the Project Manager to maintain the required construction sequence, and schedule.

The Contractor or subcontractors will not have any form of contact with the inmate trustees working on-site. Trustees are identified by wearing blue and orange uniforms. Any incidental contact with the inmate trustees will be reported to the Site Superintendent for HCSO.

- i. Work Safety: The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. They will take all necessary precautions for the safety of and will provide necessary protection to prevent damage, injury, or loss to:

All employees on the job site and other persons who may be affected by it;

All materials or equipment to be incorporated, whether in storage on or off the site;

Other property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

Job site safety is the Contractor's responsibility. Appropriate first aid facilities and supplies shall be kept and maintained by the Contractor at the site of the Work. All persons within the site area shall be required to wear protective helmets. In addition, all employees of the Contractor and its subcontractors shall be provided with, and required to use, personal protective and lifesaving equipment as set forth in Subpart E of the OSHA Standards for Construction (29 CFR 1926).

During the performance of the Work, the Contractor shall erect and maintain temporary protective barriers and take all other necessary precautions and place proper guards and warning signs for the prevention of accidents. The Contractor shall erect and maintain suitable and sufficient lights and other signals as required.

The Contractor will comply with all applicable laws, ordinances, rules, codes regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owner of adjacent property and utilities when execution of Work may affect them prior to start of Work. All damage, injury, or loss to any property caused directly or indirectly, in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable will be remedied by the Contractor.

- j. Emergencies: In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Project Manager if time or circumstances do not permit, is obligated to prevent threatened damage, injury, or loss. The Contractor will give the Project Manager written notice that the emergency provision has been invoked and shall state the reasons therefore within 24 hours of the incident. If the Contractor believes the emergency resulted in additional Work, a claim for a Change Order is permissible (refer to Processing Change Orders, PART B, Paragraph 19).

The Contractor shall immediately notify the Project Manager of all events involving personal injuries to any person on the site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) days of the occurrence.

- k. Cleaning Up: The Contractor will maintain the premises from accumulations of waste materials, rubbish, and other debris resulting from the Work on a daily basis or as required. At the completion of the Work, the Contractor will remove all waste materials, rubbish and debris from the premises as well as all tools, construction equipment machinery, and surplus materials and will leave the site clean and ready for occupancy by the HCSO. In addition to any other rights available to the HCSO under this Contract, the failure to maintain the site may result in withholding of any amounts due the Contractor. The Contractor will restore to original condition those portions of the site not designated for alteration by the Contract Documents.
- l. Chemicals: If chemicals are used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant or of other classification, they shall be as approved by the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

21. COMPLETION OF WORK AND LIQUIDATED DAMAGES: The Contractor shall Work diligently and shall complete the entire Work, ready for use, by the time allotted in the specifications. The time stated for completion shall include final cleanup of premises. Failure to complete the Work in the time stated shall result in an assessment as liquidated damages of \$250 for each calendar day this Work remains incomplete. Deduction will be made from the Contractor's final pay.

The Contractor's attention is directed to the fact that it is likely to rain on occasion during the life of this Contract. The Contractor should expect a substantial number of days that they will be unable to Work due to rain and/or wet conditions. It is the Contractor's responsibility to schedule their Work so that lost time for rain and/or wet conditions is made up. No additional time shall be granted to the Contractor for rain and/or wet conditions. However, if there is any time extension required for unforeseen conditions or unfavorable weather days, the Contractor is required to submit proper documentation to Project Manager for time extension consideration.

22. CLOSEOUT: Upon receipt of the request from the Contractor, the Project Manager shall review the Work for substantial completion and create a punch list of deficiencies to be corrected by the Contractor. When the Project Manager determines the Contractor has adequately addressed the punch list, provided copies of all inspections or evidence of other compliance with government requirements, completed demobilization and satisfactory site cleanup, provided executed lien releases and all warranty information and documentation, a Certificate of Completion will be issued. Warranty/Guarantee periods will commence at the issuance of the Certificate of Completion.
23. WARRANTIES:
- a. The Contractor will warrant all workmanship and materials for a period of no less than one (1) year from date of acceptance.
 - b. The Contractor warrants and guarantees that all materials and equipment will be new unless otherwise specified and that all Work will be of first quality, performed in a workmanlike manner, free from faults or defects. Work shall be considered defective if: it is unsatisfactory, faulty or does not conform to the Contract Documents; fails any inspections, test or approvals; and does not meet all applicable construction and safety requirements. Notice of all defects shall be given to the Contractor by the Project Manager/Engineer. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in Paragraphs g, h and i below.
 - c. If the Contract Documents, laws, ordinances, rules, regulations or order of any federal, state, local, or public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Project Manager/Engineer timely notice of readiness. The testing firm(s) if assigned by the HCSO to this project and all such inspections, tests, or approvals provided for by the HCSO shall be identified in writing by the Project Manager to the Contractor. All other inspections, tests or approvals shall be at the Contractor's expense including additional expenses for inspection and tests required as a result of delays by the Contractor or hours worked beyond 40 hours in a work week. For all required inspections, tests, and approvals on any Work prepared, performed, of assembled away from the site, the

Contractor will furnish the Project Manager/Engineer with the required Certificates of Inspection, testing, or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organizations as may be required by law or the Contract Documents. Materials or Work in place that fail to pass acceptability tests shall be retested at the direction of the Project Manager/Engineer and at the Contractor's expense. If any such Work required to be inspected, tested, or approved is covered without written approval of the Project Manager/Engineer, it shall be, if requested by the Project Manager, uncovered for observation in accordance with Paragraphs e and f below. The rates charged the Contractor pursuant to this paragraph shall be agreed upon in writing prior to testing.

- d. Neither observations by the Project Manager or inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor of their obligations to perform the Work in accordance with the requirements of the Contract Document.
- e. If any Work is covered contrary to the request of the Project Manager/Engineer, the Work shall, if requested by the Project Manager/Engineer, be uncovered for observation and replaced at the Contractor's expense.
- f. If any Work has been covered which the Project Manager/Engineer has not specifically requested to observe, or if the Project Manager/Engineer considers it necessary or advisable that covered Work be inspected or tested by other parties, the Contractor, by written request, will uncover, expose, or otherwise make available for observation inspection, or testing that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, the Contractor will bear the expense of such uncovering, exposure, observation, inspection, testing, and satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, inspection, testing, and reconstruction, if they make a claim and request a Change Order (refer to Processing Change Orders, PART B, Paragraph 19).
- g. When directed by the Project Manager/Engineer, the Contractor will promptly, without cost to the HCSO and as specified by the Project Manager/Engineer, either correct the defective Work whether fabricated, installed, or completed, or remove it from the site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such defective Work within a reasonable time, all as specified in a written notice for the Engineer/Project Manager, the HCSO, after seven (7) days, may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the Contractor or deducted from payment to the Contractor. The Contractor will also bear the expense of making good all Work of others destroyed or damaged by correction, removal, or replacement of this defective Work.
- h. During the warranted period, the Contractor will restore or remove and replace warranted Work to its original specified condition in the event of failure. They will restore or remove and replace other Work which has been damaged by failure of warranted Work, or which must be removed and replaced to gain access to warranted Work. Cost of restoration or removal and replacement is the obligation of the Contractor. Upon restoration or removal

and replacement of the warranted Work which has failed, the Contractor will reinstate the warranty by issuing an addendum to the original warranty for at least the remaining warranted period, but for no less than half of the original warranted period.

- i. If, instead of requiring correction or removal and replacement of defective Work, the HCSO prefers to accept it, the HCSO may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be executed by incorporating the necessary revisions in the Contract Documents, included an appropriate reduction in the Contract Sum. If the acceptance occurs after approval, the Contractor shall pay an appropriate sum to compensate for the defect in the Work to the HCSO.

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

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

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

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

25. **ACCEPTANCE AND REJECTION:** The HCSO reserves the right to reject any or all Proposals, for cause, to waive irregularities, if any, and to accept the Proposal (or Proposals) 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 Proposal options or resulting contract(s) when deemed to be in the best interest of the HCSO.

26. **CONTRACT PERIOD:** The Contract shall be effective for one (1) year from the date of award. The contract will be completed no later than the awarded contractors submitted schedule.

27. ESCALATION/DE-ESCALATION: The HCSO will allow an escalation/de-escalation provision in this Proposal. The escalation/de-escalation will be allowed provided the Awarded Contractor(s) notify the HCSO's Financial Services Division of the pending increase or decrease a minimum of 60 calendar days prior to the end of each two (2) year period for which the RFP was awarded. Said notification shall consist of manufacturer's proof of increase and shall include each individual item, the amount of increase/decrease, and the applicable Proposal Item Number. Failure to comply with these instructions shall be grounds for disallowance of the escalation/de-escalation clause as stated herein.
28. ADDITION/DELETION: The HCSO reserves the right to add or delete any items from this Proposal or resulting Contract(s) when deemed to be in the best interest of the HCSO. Any additions or deletions to the Proposal will be considered amendments. Any additions or deletions to the Contract will constitute a Change Order and must be executed in writing and approved by the Chief Financial Officer (CFO). The Change Order will consist of a memo to the CFO describing the justification for the item addition accompanied by the Awarded Contractor'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 Proposal tabulation/price sheet.
29. CANCELATION: When deemed to be in the best interest of the HCSO, any contract(s) resulting from this Proposal may be canceled by the following means:
- A. 10 calendar days' written notice with cause, or;
 - B. 30 calendar days' written notice without cause.

If it becomes necessary to terminate the Contract without cause, all items and/or materials provided through the date of receipt of written notice of cancelation 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 Proposal and responsible Proposer based on evaluation, or articles specified may be purchased on the open market similar to those so terminated.

30. ASSIGNMENT: The Awarded Contractor 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.
31. 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 Contractor(s) upon non-performance or violation of Contract terms. An award may be made to the next best responsive Proposal and responsible Proposer based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Awarded Contractor to deliver materials, or items within the time stipulated in this Proposal, unless extended in writing by the Financial Services Division, shall constitute Contract default. Awarded Contractors who default on contracts may be removed from the HCSO Vendor List and determined ineligible for future contracts at the discretion of the CFO.

32. NEXT BEST PROPOSER: In the event of a default by the Awarded Contractor, or cancellation by HCSO, the HCSO reserves the right to utilize the next best responsive Proposal and responsible Proposer. In the event of this occurrence, the new Awarded Contractor shall be required to provide the Proposal items at the prices as contained in their PROPOSAL RESPONSE (PART D), for the remainder of the award period.
33. DELIVERY: Product(s) ordered shall be delivered in accordance with estimated time for delivery identified in PROPOSAL RESPONSE (PART D), if indicated. Failure to do so shall be considered a breach of Contract or default and the HCSO may utilize its options as stated herein.

Any backordered product(s) shall be made available within ten (10) 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 Fleet Maintenance Division shall be notified, in writing, thus permitting the HCSO to obtain the required materials/items and/or exercise its options as stated herein.

34. 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.
35. INVOICING AND PAYMENTS: The Contractor will invoice the HCSO for Work as completed. At a minimum, an invoice shall include the Work site address, description of Work completed or list of goods received, and the Purchase Order number. Applications for payment will be required for partial payments or progress payments and are acceptable in lieu of an invoice if numbered. All applications for partial payment shall be accompanied by a schedule of values and indicate the percentage of Work completed as of the application date.

All progress payments will be subject to 10 percent retainer. Approval for payment of the final invoice and release of the retainer shall be subsequent to the final project inspection and acceptance by the Project Manager. The retained amount should ***not*** be included on the final invoice but should be requested separately.

It is a requirement of the HCSO to have the Project Manager review and approve all applications for payment and invoices prior to the HCSO remitting payment.

Applications for payment should be accompanied by Waivers of Lien from the Contractor, all subcontractors and any and all suppliers of equipment and materials. Payments may not be considered without these documents.

Invoices shall be e-mailed to AccountsPayable@HCSO.tampa.fl.us.

Automated Clearing House (ACH) and HCSO Purchasing Card are the accepted methods of payment; please inquire at (813) 247-8276 or AccountsPayable@HCSO.tampa.fl.us.

Payment shall be made in accordance with Chapter 218, Part VII, *Florida Statutes*, which states the Contractor'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.

Payments may be withheld because of any of the following conditions:

- a. Defective Work not corrected.
- b. Failure of the Contractor to make payments for materials, labor, equipment or services.
- c. Continued failure to perform the Work in accordance with the terms and conditions set forth in this Agreement.
- d. Legal or other claims by third parties relating to the Work performed under the Contract Documents.

36. **EXCEPTIONS TO PROPOSAL:** All Proposal Responses must clearly state with specific detail all deviations to the requirements imposed upon the Proposal by the GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C). Such deviations should be stated upon the PROPOSAL RESPONSE (PART D), or appended thereto. Proposers are hereby advised that the HCSO will only consider Proposal Responses that meet the specifications and other requirements imposed upon them by this Proposal. In instances where an exception is stated upon the PROPOSAL RESPONSE (PART D), said Proposal Response will be subject to rejection by the HCSO in recognition of the fact that said Proposal Response does not meet the exact requirements imposed upon the Proposer by the GENERAL TERMS AND CONDITIONS (PART A) SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C).

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37. GOVERNMENTAL PURCHASING COUNCILS: All Proposals received shall be considered as Proposals to all members of the Hillsborough County and Tampa Bay Area Government Purchasing Councils, as listed below. Said members may, at their discretion, utilize this Proposal as required.

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

PART C - SPECIFICATIONS

1. **IN GENERAL:**

- a. The complete set of the RFP Documents shall be used in preparing the Proposal Response. Neither the Hillsborough County Sheriff's Office (HCSO) nor the HCSO Project Manager will assume responsibility for errors or misinterpretations resulting from a Proposer's use of incomplete RFP documents. Specifications and requirements listed in each "Section" may also have related paragraphs covering additional requirements for each "Section". Proposers should reference other related paragraphs throughout the proposal document.
- b. Site visits information will be included in the mandatory Pre-Proposal Site Visit (refer to PART B, Paragraph 5). Measurements, notes, photographs, etc. may be taken at this time. Care should be taken to obtain any and all technical information necessary to complete and submit a concise but inclusive Proposal.
- c. The existing building is partially occupied and indicated in the Architect's drawings. The occupied area's normal working hours are Monday through Friday, 7:00 a.m. to 5:00 p.m. Any work required outside of this work schedule shall be approved by the HCSO Project Manager at least two (2) working days in advance.
- d. The Contractor shall be responsible for all material and equipment procurement, equipment and material handling and storage, and removal of debris. The HCSO will not make any direct purchases of materials.

All work areas (active, below active, adjacent, and surrounding), are to be properly identified and secured on a daily basis. All debris, work materials, tools, and equipment should be removed and/or secured after completion of each work day.

HCSO will not be held responsible for the Contractor's crew and/or equipment working overtime or any other charges for additional overtime work.

The Contractor may use the existing on-site utilities (electric and water) in performance of the Work. If utilities are not available at the locations needed, the Contractor will provide the needed utilities at their expense. The Contractor is responsible to return all the site and utilities to their original state. The Contractor will coordinate with the Project Manager for the use of existing utilities.

- e. Proposers shall provide the following information with their Proposal Response:
 - 1. Provide proof of either current State of Florida Contractor Certification and/or current Hillsborough County Contractor Licenses with RFP Proposal.
 - 2. Evidence that the Proposer has at least five (5) years of successful experience in projects similar to that required for this project.
 - 3. A preliminary list of all subcontractors and all other such persons and organizations whom the Proposer intends to utilize in performing portions of the work.

4. The Contractor shall be responsible for all permits and fees associated with this work.

2. SPECIFICATIONS AND SCOPE OF WORK:

- a. The Contractor shall furnish all necessary labor, materials, tools, equipment, supervision, and incidentals necessary to perform all Work as described herein. The Scope of Work shall include, but not limited to: Interior build-out as per the construction documents and specifications prepared by JVB Architect, LLC.
- b. Attachment “1”, Construction Drawings, including Specifications prepared by JVB Architect, LLC, dated, May 26, 2021 with added clarifications on August 13, 2021.
- d. All Work shall be accomplished in accordance with the construction documents (drawings and specifications) and the requirements furnished within all the RFP documents to include any Question and Answer Responses, Addenda and/or Amendments issued by HCSO. The Contractor shall provide all incidentals required for the construction to meet Local, State, and Federal codes having jurisdiction.
- e. The Contractor shall review the Construction Documents and the entire RFP for what is required for the project completion. Any Work that, by construction industry standards and/or is reasonably necessary for any system(s), shall be identified during the Proposal period and included as part of the costs. The Pre-Proposal Meeting presents an opportunity to review the Project and any questions that relate to the Work. It shall be the Proposers responsibility, both at the site visit through visual inspection as well as the technical review of the Construction Documents and RFP, to identify any Work that is necessary, whether required by code, inadvertently left out and/or that should be added into the Project, and shall be presented as a question(s) in the Q & A period or included in the Proposal. Any Items of Work that should be reasonably included as part of construction industry standard shall be provided by the Contractor at no additional costs to the HCSO.
- f. In the event the Contractor determines any contradiction or noncompliance with any laws, ordinances, rules, codes or regulations applicable to the Scope of Work and SPECIFICATIONS (PART C), it is incumbent upon the Contractor to notify the HCSO promptly in writing no later than the close of the Q & A period as defined in the Table of Contents. Any necessary changes in the Scope of Work and SPECIFICATIONS (PART C) will be adjusted by an amendment to the RFP. The cost of any Work or related remedy performed by the Contractor that it knew or should have known was in violation of any laws, ordinances, rules, codes or regulations without proper notice to the HCSO will be born solely by the Contractor.

3. **HIDDEN DAMAGES:** When hidden conditions or damage are discovered after the commencement of Work, the Contractor must notify the Project manager as to the nature and extent of the hidden conditions or damage and provide a written estimate of additional repairs needed. No additional Work shall commence until approved by the Project manager or his designee.
4. **USE OF PREMISES:**
 - a. The Contractor shall be restricted to work within the project limits and access points as shown in the construction documents. The Contractor is reminded that adjacent buildings are in use and care should be taken in entering and leaving the property, loading, unloading and staging to cause the least amount of interference to others and to protect property from damage. Refer to PART B, Paragraph 20 Contractor's Responsibilities.
 - b. The Contractor shall provide their own portable sanitation facility.
 - c. There is electric power and water on site and is available for the Contractor's use.
5. **WORK BREAKDOWN STRUCTURE:** Contractor is required to submit a Work Breakdown Structure ("WBS") based on Contractor's final definitive estimate of the Work as represented by the final estimate by line-item(s) with detailed descriptions for each building area, category of Work, phase sequence and/or Material installation as applicable to perform the Work identified in the Contract and is subject to Owner's approval.
6. **FINAL INSPECTION AND ACCEPTANCE:** Final inspection and acceptance of all items specified for delivery under this contract shall be accomplished by the Project manager or his duly authorized representative.

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2. COST OF GOODS AND SERVICES:

Company Name _____

The undersigned has carefully examined the Proposal Package and all conditions affecting the cost of the commodity/service required by the HCSO.

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

We hereby propose to furnish the commodity/services described herein in accordance with the Proposal Package, except as noted on attached exceptions form.

Line #	Description	UOM or Qty	Total Price
A.	RANGE BUILDING CLASSROOMS	<u>LS</u>	\$ _____
			Calendar Days
	Time for Completion		_____

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3. NARRATIVES & DOCUMENTATION: As mentioned in SPECIAL PROVISIONS (PART B), Paragraph 12, the outline below corresponds with the criteria on which we will evaluate your Proposal in reference to the HCSO's needs and to the Proposals of others. Therefore, it is important to maintain the organization of your response as outlined so the evaluators may easily locate the required documents. Include narratives and supporting documentation.

Section title pages provided.

- A. Cost of goods and services
- B. Project Plan and Approach/Technical Applications
- C. Company Overview, Personnel
- D. References

4. PROJECT PLAN AND APPROACH/TECHNICAL APPLICATIONS:

Narrative: Describe your approach and plan to complete the Scope of Work. Be thorough enough to show your complete understanding of the Scope of Work.

Include information such as:

- A project time line.
- A List of subcontractors and suppliers and the type of equipment that will be used on site.
- Plans for materials and equipment staging and quality and safety controls.
- Describe site supervision policies
- Describe average number of personnel that will be assigned to the job.
- Address issues you identify as concerns that may or may not have been referenced in the RFP and describe your approach to eliminating or alleviating those concerns.

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5. COMPANY OVERVIEW:

Narrative: Describe Corporate, Financial and Organizational Capability and Support.

Include such information as:

- Company History and Philosophy
- Years in Business
- Mission Statement
- Principal Stakeholders
- Corporate and Local Organizational Structure
- Local management personnel, their experience and qualifications.
- The Project Manager, qualifications and experience.

Documents: Include such documentation as:

- Insurance Certificates (required)
- Business Tax Receipt/ Occupational License (license to do business in the municipality in which your local office is located) (required)
- IRS Form W9 (required)
- HCSO Vendor application form (required)
- Financial Statement (suggested)

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6. **REFERENCES AND RECENT PROJECTS:** Provide a minimum of three (3) references of customers for whom you completed a project similar in size and scope. **Do not include Hillsborough County Sheriff’s Office as one of your references.** A Past Performance Questionnaire (Appendix IV) will be sent to the references listed below for them to fill out and return. If no response is received from the references listed after 3 business days, then the possible points for that reference is lost.

1.

<u>Company Name:</u>	
<u>Contact/Title:</u>	
<u>Phone Number:</u>	
<u>Email Address:</u>	
<u>Project overview:</u>	

2.

<u>Company Name:</u>	
<u>Contact/Title:</u>	
<u>Phone Number:</u>	
<u>Email Address:</u>	
<u>Project overview:</u>	

3.

<u>Company Name:</u>	
<u>Contact/Title:</u>	
<u>Phone Number:</u>	
<u>Email Address:</u>	
<u>Project overview:</u>	

7. **CONTRACTOR ORDER INSTRUCTIONS:** Describe the preferred method of contact to request service. (Print the information below):

Contact Name & Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

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

Email : _____

Company Website : _____

8. **PROPOSER CONTACT INFORMATION:** Provide the contact information for the individual submitting this PROPOSAL RESPONSE. (Please print the information below):

Company Name: _____

Contact Name & Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

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

Email : _____

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

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SIGNATURE OF AFFIRMATION AND DECLARATION

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

The below named Proposer affirms and declares:

- a) That Proposer is of lawful age and that no other person, firm, or corporation has any interest in this Proposal offered to be entered into;
- b) That this Proposal is made without any understanding, agreement, or connection with any other person, firm, or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud;
- c) That the Proposer is not in arrears to Hillsborough County or the HCSO upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the HCSO;
- d) That no officer, employee, or person whose salary is payable in whole, or in part, from HCSO, is, shall be, or become interested, directly or indirectly, surety or otherwise in this Proposal Response; in the performance of the Contract; in the supplies, materials, equipment, and Work or labor to which they relate; or in any portion of the profits thereof.

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

Respectfully submitted by,

Company Name

Company Officer Name (printed) Date

Company Officer Signature Title

PROPOSAL CHECKLIST

Company Name: _____

Include this checklist as a cover page with your Proposal Package:

- ONE (1) ORIGINAL completed copy of the entire Proposal Package.
- SIGNATURES required PARTS A and D.
- Any Addenda or Amendments (Signatures required).
- Work Breakdown Structure
- Requested evaluation items *Project Plan and Approach/Technical Applications, Company Overview and References.*
- Completed PART D including *Vendor Instructions, Proposal Contact Information* and
- Affirmation and Declaration* signature page.
- APPENDIX I – Completed *Vendor Packet* to include completed Vendor Application, W9, Direct Deposit and Business Tax Receipt or other government issued business license.
- APPENDIX II – *Statement of No Proposal*
- APPENDIX III – *Federal Grant Compliance, Acceptance*
- APPENDIX IV – Past Performance Questionnaire
- Manufacturer literature and warranty information, if applicable.
- PROPOSAL PACKAGE SUBMITTAL Label on the outside of the sealed Proposal package.

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

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IMPORTANT

Below is an example of the information required on the OUTSIDE of your Proposal Package.

Please use label below

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

PROPOSAL PACKAGE SUBMITTAL

From: _____

PROPOSAL # 2021-025

RANGE BUILDING CLASSROOMS

OPENING DATE/TIME:

September 16, 2021 @ 3:00 PM EST

LISTING OF ATTACHMENTS

- | | | | |
|----|--------------|-----|---------------------------------|
| 1. | APPENDIX I | PDF | Vendor Application Packet 04.21 |
| 2. | APPENDIX II | PDF | Statement of No Proposal |
| 3. | APPENDIX III | PDF | Federal Grant Compliance |
| 4. | APPENDIX IV | PDF | Past Performance Questionnaire |
| 5. | ATTACHMENT 1 | PDF | 100% Construction Documents |