

Request for Proposal No. 10-18

Title: Dauntless II Twin Engine Upgrade

March 28, 2018

Chad Chronister, Sheriff HILLSBOROUGH COUNTY

Financial Services Division 2008 East 8th Avenue Tampa, FL 33605



Dave Janney, Senior Procurement Analyst 813-247-8053 djanney@hcso.tampa.fl.us

INSTRUCTIONS TO PROPOSERS

Included herein are General Terms and Conditions (Part A), Special Provisions (Part B), Technical Specifications (Part C) and Proposal Response (Part D), which together with all attachments, constitute the entire "Proposal Package". Said 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 Request for Proposal (RFP) should be directed to the Senior Procurement Analyst 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 PROPOSAL PACKAGE CAREFULLY BEFORE SIGNING.

NOTICE TO PROPOSERS

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

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PROPOSED SCHEDULE OF EVENTS	DATE
RFP ADVERTISED / POSTED TO HCSO AND OSD WEBSITES	3/31/18
NON-MANDATORY EQUIPMENT INSPECTION	4/11/18
DEADLINE TO SUBMIT QUESTIONS AND ANSWERS	4/18/18
DEADLINE TO SUBMIT PROPOSAL	4/26/18
AWARD NOTIFICATION TARGET DATE	5/4/18

LETTER OF INTENT

REQUEST FOR PROPOSAL NO. 10-18

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. 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 INSPECTION	ATTEND THE NON-MANDATORY PRE-PROPOSAL
**	
Print Name	Email Address
**	
Print Name	Email Address
**	
Print Name	Email Address

^{**}NOTE: THIS FORM SHOULD BE SENT IMMEDIATELY TO THE SR. PROCUREMENT ANALYST LISTED ON THE FRONT OF THIS DOCUMENT AT FAX NUMBER 813-242-1826 or purchasing@hcso.tampa.fl.us

Hillsborough County Sheriff's Office 2008 East 8th Avenue Tampa, Florida 33605

VENDOR NAME:	

SUBJECT: REQUEST FOR PROPOSAL 10-18

PROPOSAL TITLE: Dauntless II Twin Engine Upgrade

OPENING DATE & TIME: April 26, 2018 @ 3:00 PM EST or EDT

PLACE: Malcolm E. Beard Sheriff's Operation Center

Financial Services Division, Purchasing Section

2008 East 8th Avenue, Room # 125

Tampa, FL 33605

Proposals will be received until the time and date shown and will be read aloud immediately thereafter at the "Place" indicated.

NON-MANDATORY EQUIPMENT INSPECTION: April 11, 2018 @ 10:00 AM

PLACE: HCSO Marine Unit

1597 Lehman Avenue Tampa, Florida 33605

PART A - GENERAL TERMS AND CONDITIONS:

1. <u>Proposals:</u> Must be contained in a SEALED envelope addressed to: Chad Chronister, Sheriff, 2008 East 8th Avenue, Tampa, Florida 33605. <u>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 envelope.</u>

If our specifications, when included in our Request for Proposal (RFP), are not returned with your Proposal Package, 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, vendor'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 (Part D).

2. Proposal Delivery: The responsibility for getting the Proposal Package to the Hillsborough County Sheriff's Office (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. Such proposals shall be returned to the Proposer unopened with the notation "This Proposal was received after the time designated for the receipt and opening of proposals".

- 3. <u>On-Line Documents:</u> The HCSO is publishing documents on its website http://www.hcso.tampa.fl.us for the convenience of Vendors 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. <u>Time for Consideration:</u> Proposer warrants by virtue of Proposal, the prices quoted in the Proposal will be good for an evaluation period of 45 calendar days from the date of from the date of Proposal opening unless otherwise stated. <u>Proposers will not be allowed to withdraw or modify their proposals after the opening time and date.</u>
- 5. <u>Prices:</u> All Proposals submitted must show the <u>net proposal price</u> after any and all discounts allowable have been deducted. **Prices quoted are to be F.O.B. Destination**. The HCSO is exempt from all state sales, use, transportation, and excise taxes. The HCSO will issue tax exemption certificates to the 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 <u>that all applicable</u> 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. <u>Condition of Materials and Packaging:</u> 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 AND 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.
- 7. <u>Claims:</u> The Contractor will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
- 8. 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.
- 9. <u>Manufacturer's Name:</u> Any manufacturers' names, trade names, brand names information and/or catalog numbers used herein are for 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.
- 10. <u>Information and Descriptive Literature:</u> Proposers must furnish all information requested in the Proposal. If specified, each Proposer must submit cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with previous Proposal will not satisfy this provision. Proposals which do not comply with these requirements will be subject to rejection.
- 11. <u>Proposal Submittal Costs:</u> 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 submitted Proposal Package.
- 12. <u>Proposal Obligation and Disposition:</u> The contents of the Proposal Package and any clarifications thereto submitted by the Proposer shall, upon award, become part of the contractual obligation and incorporated by reference into the ensuing contracts. All Proposal Packages become the property of the HCSO and will not be returned to the Proposer.

- 13. <u>No Proposal:</u> If you do not wish to submit a response to the RFP, please return the Statement of No Proposal found on page 29. The "No Proposal" information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor List.
- 14. <u>Compliance with Occupational Safety and Health Act (OSHA)</u>: The Proposer certifies that all material/items contained in their response meets all OSHA requirements.
- 15. <u>Familiarity with Laws:</u> 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 the Proposer of responsibility.
- 16. <u>Laws, Statutes and Ordinances:</u> The terms and conditions of the Proposal and the resulting Contract shall be construed in accordance with the laws, statutes and ordinances applicable to Hillsborough County. Where State Statutes and regulations are referenced, they shall apply to this RFP and to the resulting Contract.
- 17. Appropriations Clause: The HCSO, as an entity of 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. <u>Acceptance and Rejection:</u> 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 is 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.
- 19. <u>Protests:</u> Any prospective Proposer who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all Proposals will submit a notice of protest in writing within 72 hours (excluding Hillsborough County holidays, Saturdays and Sundays) of the notice of award to the HCSO Purchasing Section by registered mail or hand deliver for which a receipt must be provided.

The Purchasing Section will have five (5) business days upon receipt of this notice to meet and consider the dispute as written. The Senior Procurement Analyst 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 Senior Procurement Analyst will make a recommendation to the Chief Financial Officer (CFO).

The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the 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 Hillsborough County holidays, Saturdays and Sundays) requesting a Management review of the decision. Final decision of an appeal will be made by the Sheriff.

- 20. 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 Proposal, you are certifying that §§287.132-133, Fla. Stats. does not restrict your submission.
- 21. <u>Public Records:</u> 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 Vendor 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 Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the custodian of public records at: HCSO Records Section, 1900 East 9th Avenue, Tampa, Florida 33605, Phone 813-247-8210 or email at hcsorecords@hcso.tampa.fl.us

22. Specifications: Attached.

CHAD CHRONISTER, SHERIFF HILLSBOROUGH COUNTY, FLORIDA

Christina R. Porter, CPA Chief Financial Officer

General Terms and Conditions outlined above are acknowledge.	wledged. Our Proposal is attached
Company Name	
Print Signer's Name	Date
Signature of Company Officer	Title

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR PROPOSAL AFTER COMPLETING PARAGRAPH 23. EACH VENDOR'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 (PART D, PARAGRAPH 1).

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PART B - SPECIAL PROVISIONS

1. IN GENERAL

The purpose of this Request for Proposal (RFP) is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) to secure the services of a qualified vendor to replace twin Yanmar diesel engines, turbochargers, generator, and associated equipment on the 2004, 34', Sea Ark Dauntless II Patrol Vessel which will increase the life span of the vessel. The main portion of funds for this project will be provided through the Federal Emergency Management Agency (FEMA) Port Security Grant Program.

2. SCOPE OF WORK

The Work will include the removal of both engines from the vessel and the installation of new engines and controls, turbochargers, generator and associated equipment. Following the completion of this Work, a sea trial will be held with both Vendor and HCSO personnel aboard to ensure proper working condition of all equipment. The HCSO will transport the vessel to and from the Vendor location.

Parts shall be original OEM parts unless approved by the HCSO. The Vendor shall furnish all necessary labor, materials, tools, equipment, supervision and incidentals necessary to perform all Work as described herein and/or included in future amendments or addendums.

Any reference to the "Work" throughout this RFP is defined to be inclusive of the Scope of Work and any related performance detailed herein. For further details refer to Technical Specifications (Part C).

3. GRANT FUNDING

As mentioned above, some or all of the funds for this project will be provided by a Federal Grant. To recognize and comply with the additional special provisions required by the Federal Government, Appendix II will be incorporated as part of this RFP 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 <u>not</u> considered construction. All other clauses not specific to construction, such as the method of procurement and access to documentation, will apply to all Scopes of Work.

4. <u>PRE-PROPOSAL INSPECTION OF EQUIPMENT</u>

Engine make, model and serial numbers are included in Technical Specifications (Part C). Any Proposer wishing to visually inspect the engines prior to submitting a proposal must return a completed Letter of Intent to attend the scheduled non-mandatory equipment inspection. Refer to page five (5) for date, time and location. Questions and answers discussed at the equipment inspection will be noted in the minutes from the meeting and posted to the HCSO website. Care should be taken to obtain any and all technical information necessary to complete and submit an all inclusive Proposal. Any materials and/or labor not reflected in the specifications, required for completion of the Work, shall be submitted with the Proposal. Later claims for labor, equipment or materials required, will not be allowed.

The equipment inspection meeting will be held at the HCSO Marine Unit located at 1597 Lehman Avenue, Tampa, Florida 33605 on Port Tampa Bay property. Access to Port Tampa Bay is controlled. Only representatives listed on the completed Letter of Intent may attend. Attendees are instructed to wait in their vehicle outside the drive through gates to the right. An HCSO deputy will escort the attendees to the inspection site.

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 Technical 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 Technical 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 Non-Mandatory Equipment Inspection, should notify the Senior Procurement Analyst by use of the Letter of Intent form included herein. The person(s) indicated on the Letter of Intent will be those notified of all addenda, amendments and Q & A.

6. COMMUNICATION BETWEEN PARTIES

All questions in regard to this Proposal are to be directed, in writing to the Senior Procurement Analyst: Dave Janney, at Purchasing@hcso.tampa.fl.us or by fax at 813-242-1826. 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 http://www.hcso.tampa.fl.us. This will include Q & A responses, amendments, addenda etc. Posting documents to the HCSO website is considered the official method of notification regardless of other notification methods the Senior Procurement Analyst utilizes for convenience of the parties involved.

7. <u>SUBSTITUTION</u>

The Contractor shall not substitute items for like items except in the case of an unforeseen event in shipping or manufacturing causing a shortage of said items. Such measures may only be enacted after verifying that it will be allowed by the HCSO. Any violation of such procedure will be considered cause for cancelation.

8. PROPOSER QUALIFICATIONS

Proposals shall be considered only from those firms or individuals who can clearly demonstrate to the HCSO a professional ability to perform the type of Work specified within the RFP. Proposers must be able to demonstrate adequate organizational, financial, equipment and personnel resources to ensure timely and satisfactory completion of the project. In the determination of the evidence of responsibility and ability to perform the Work, the HCSO reserves the right to investigate the financial condition, experience record, 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 HCSO reserves the right to reject a Proposal when evidence indicates the inability to perform the Work specified within the RFP.

The HCSO may require background checks of Contractor employees or subcontractors who will be working on HCSO property.

The Vendor Packet attached as Appendix I must be returned with your Proposal Response along with

copies of Hillsborough County Business Tax Receipt or other local government license to do business. Current Certificates of Insurance for Liability and Workers Compensation must also be included.

9. BRAND NAMES

The information listed for the equipment currently in use is provided for reference purposes and to establish a standard of quality. Proposers should submit the equipment make and model they believe will offer the best performance and economic value to the HCSO. Manufacturer's specification sheets shall be furnished with your Proposal Response. Justify your choice of equipment with references to the elements you considered in making your recommendation. The evaluation of Proposals and the determination as to quality of equipment offered shall be the sole and final responsibility of the HCSO.

10. PREPARATION AND SUBMITTAL OF PROPOSALS

All Proposals shall be signed in ink by an authorized principle of the firm. A signature of acknowledgement to the General Terms and Conditions (Part A) is required on page nine (9), a signature of affirmation is required on page 28, and a signature of acceptance of the Grant Compliance Appendix II is required. All attachments to the Proposal requiring signature acknowledgement (e.g. amendments) are to be returned with the Proposal Package.

Proposal Responses are to be submitted in a sealed package. The face of the package shall indicate the Proposal name, number and time and date of the public opening. (A sample label is provided on page 30 for either use or example).

Proposals must be received by the HCSO Purchasing Section no later than the time and date shown on page five (5). 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 and will be returned unopened marked "Received after the deadline for opening of Proposals".

Proposers shall submit the required Proposal Package and any additional literature in quadruplicate - one (1) original and three (3) copies, each marked appropriately, and one (1) electronic copy in Microsoft Windows ® compatible format such as .pdf, saved on a USB flash drive or CD. Any proprietary information should be marked as such on the original and copies and should be saved to a folder separate from the rest of the Proposal in the electronic copy.

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.

11. <u>CONFLICT OF INTEREST</u>

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 of them, 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 criteria. Proposals will be ranked by each evaluator from high to low. Rankings must be substantiated by supportive comments. After comparison of rankings and group discussion a final recommendation will be made.

- Cost of Goods and Services
- Project Plan and Approach/Technical Applications
- References
- Company Overview, Personnel

An evaluation committee will consist of a minimum of three (3) persons, including the Project Manager. The Scope of Work will identify any persons or firms participating in the project (such as a consulting engineer) which might be called upon to support the evaluation committee but who will not be a scoring committee member.

Each committee member will independently read and rank all eligible proposals. Any clarifications requested by a committee member will be presented to the Proposer through the Senior Procurement Analyst. When all evaluations are complete, the Senior Procurement Analyst will tabulate the results providing an initial ranking matrix indicating the group's collective ranking of each Proposer. The Senior Procurement Analyst 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 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 Proposal 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 Senior Procurement Analyst will be responsible for all communication to and from Proposers regarding the BAFO solicitation. All responses must be returned to the Senior Procurement Analyst. 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 Senior Procurement Analyst.

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 responsible and responsive 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 or No Award notifications will be sent to all Proposers. Proposal results will be available on the HCSO website http://www.hcso.tampa.fl.us, on the Purchasing Page. If you do not have internet access, and would like a copy of the Proposal results, contact the Purchasing Office at (813) 247-8034.

15. PROPOSAL OPENING

Proposers are welcome to attend the Proposal opening where Proposer names will be read and unit prices read if requested. Award however will be dependent upon the determination that Proposers are both responsive and responsible and any other evaluation criteria stated in the Proposal document. Tabulation of the Proposal prices and Proposer rankings, if applicable, will be published at the time of Award. All Proposers responding with a Proposal will receive a copy of the Proposal tabulation.

16. 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. All such additions, deletions or any change to the Scope of Work shall be addressed as either an amendment to the Proposal or a change order to the Contract requiring written notification and acknowledgement (refer to Processing Change Orders, Part B, Paragraph 23).

17. 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.

18. DEFAULT

The Contract may be canceled or annulled by the HCSO Chief Financial Officer (CFO) in whole or in part by written notice of default to the Vendor upon non-performance or violation of Contract terms. An award may be made to the next best responsive and responsible Proposer based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Vendor 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. Vendors who default on contracts may be removed from the HCSO Vendor List and determined ineligible for future contracts at the discretion of the CFO.

19. NEXT BEST PROPOSER

In the event of a default by the Vendor, the HCSO reserves the right to utilize the next best responsive and responsible Proposer. In the event of this occurrence, the new Vendor 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.

20. 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.

21. CERTIFICATES OF INSURANCE

The Vendor shall not commence any Work in connection with this Contract until he has obtained all the following types of insurance and such insurance has been approved by the HCSO, nor shall the Vendor allow any subcontractor to commence Work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified to do business in Florida.

a. Worker's Compensation Insurance: The Vendor shall take out and maintain during the life of this Contract, Worker's Compensation Insurance as per statutory minimum requirements for all of his employees connected with the Work of this project and, in case any Work is sublet, the Vendor 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 Vendor. 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 Vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the HCSO for the protection of his employees not otherwise protected.

Employer's Liability: \$100,000 Limit each Accident

\$500,000 Limit each Aggregate

\$100,000 Limit Disease each employee

b. <u>Comprehensive Insurance Coverage:</u> The Vendor shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance and shall protect them from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by themself or by anyone directly or indirectly employed by them. Please provide proof of Commercial/Professional Liability insurance.

22. 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.

23. 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.

24. 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 23).
- 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.

25. INDEMNIFICATION

The Contractor will indemnify and hold harmless the HCSO and its employees and agents from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from the performance of its Work, provided that any such liability, claim, damage, loss or expense (a) is 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 therefrom and (b) is cause in whole or in part by an act or omission of the 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 Contractor, 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 Contractor or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

The Contractor will indemnify and hold harmless the HCSO and anyone directly or indirectly employed by it from and against all claims, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent rights of copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

26. <u>INVOICING AND PAYMENTS</u>

The Vendor may invoice the HCSO for material(s)/item(s) orders as shipped. All invoices must have a unique invoice number and show: shipping location, description and quantity of items shipped, stock number and unit price. Include the HCSO purchase order number on invoices unless payment is made by HCSO purchasing card. Payment shall be made in accordance with §215.422, Fla. Stat. which states the Vendor'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.

Invoices shall be addressed to: Hillsborough County Sheriff's Office

Attention: Accounts Payable

P.O. Box 3371 Tampa, FL 33601

Or emailed to: accountspayable@hcso.tampa.fl.us

ACH and Purchasing Card are preferred methods of payment, and available upon request and authorization. Please inquire at accountspayable@hcso.tampa.fl.us or at 813-247-8276.

27. EXCEPTIONS TO PROPOSAL

All Proposal Packages 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 Technical 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 Technical Specifications (Part C).

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PART C - TECHNICAL SPECIFICATIONS

1. GENERAL DESCRIPTION OF WORK

The purpose of this Proposal is to allow the HCSO to secure the services of a qualified Vendor to replace twin engines, turbocharges and generator on the 2004 Sea Ark Dauntless II patrol vessel. The equipment currently in operation is:

- a. Twin Engines (Yanmar 6LYA-STP)
 - Port engine serial number 56058
 - Starboard engine serial number 56051
- b. Generator (Northern Lights)
 - 6KW M673L2-3

2. SCOPE OF WORK

Install new equipment above and associated equipment as required to include but not limited to:

- Install two (2) new Yanmar 6LY400 Engines and controls.
- Install new Northern Lights 6kw Generator M673L3-3
- Install new engine mounts
- Replace cutlass bearings
- Wiring harness for generator
- Clean all coolers
- Rebuild or replace raw water pumps
- Install new outdrives, supplied by HCSO

- Install new hoses and filters
- Replace gimbal bearing carrier
- Rebuild or replace fresh water pump
- Replace Main engine Racor filters to include water sensor alarm and light kit for dash.
- Replace Generator Racor fuel/water separator assembly.
- Replace all bellows
- Modify engine hatch hinges

3. HIDDEN DAMAGES

When during the course of repairing the engines, if unforeseen repairs are uncovered, the Vendor shall contact the Project Manager to advise as to the nature and extent of the uncovered damage and provide a written estimate of the additional cost to repair. No additional Work shall commence until approved by the Project Manager or his designee.

4. ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS

All parts installed in HCSO vessels shall be new and shall be OEM parts matching the part being replaced. The HCSO shall not accept aftermarket parts without prior written approval by the Project Manager. Replacement parts shall not in any way void the Manufacturer's warranty.

5. <u>VESSEL SECURITY</u>

All HCSO vessel(s) and keys shall be kept secured while in the Vendor's possession. To the extent provided by the law, the Vendor shall be accountable and liable for damage or loss to HCSO vessel(s) and to any and all personal property in the vessel(s) and for all vessel accessories and equipment.

The Vendor shall be responsible for returning the vessel in the same condition as it was received, pertaining to interior and exterior conditions.

6.	SUBCONTRACTING	i
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The Vendor shall not subcontract any portion of the repair without the prior approval of the HCSO.

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PART D - PROPOSAL RESPONSE

EXCEDEDATION OF CHI

The undersigned understands that this Proposal Package must be signed in ink and that an unsigned Proposal Package will be considered incomplete and subject to rejection by the Hillsborough County Sheriff's Office (HCSO). The undersigned must be an officer of the company or a designated agent empowered to bind the company in contract.

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

* * * USE INK ONLY * * *

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS

PROPOSAL PACKAGE TO BE CONSIDERED BY THE HCSO

EXCEPTIONS TO PROPOSAL: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS PROPOSAL PACKAGE TO BE REJECTED BY THE HCSO. ALL PROPOSERS SHOULD CAREFULLY READ PARAGRAPH 27 OF THE SPECIAL PROVISIONS (PART B).

1.	Terms and Conditions (Part A), Special Provisions (Part B) and Technical Specifications (Part C) upon which this Proposal Package is based, to wit:

2. PRICING

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

The undersigned certifies that any exceptions to the Proposal specifications are noted on the attached exceptions form. 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 below described product(s) in accordance with the Proposal Package, except as noted on attached Exceptions Form:

Liı	ie#	Description	Price
A.	Insta	ıll New Twin Yanmar 6LY400 Engines	\$
		Warranty on Parts:	
		Warranty on Labor:	
		Core credit for old engines:	\$
В.		all New Turbos—Price Additional to Engine Replacement, Follation.	rice to Include both engines and
		New Turbos:	\$
		Warranty on Parts:	
		Warranty on Labor:	
C.	Inst	all New Generator—Price Additional to Engine Replaceme	
		New Northern Lights Model M673L3-3 or alternate	\$
		Indicate Generator Make & Model of alternate:	
		Generator Warranty Description:	
D.	Tim	ne to Commence from Date of Award	Calendar Days
E.	Tin	ne to Complete from Commencement	Calendar Days

4. NARRATIVES AND DOCUMENTATION

As mentioned in Special Provisions (Part B), Paragraph 12, the outline below corresponds with the criteria on which we will rank your Proposal in reference to the HCSO's needs and to the Proposals of others. It is therefore 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.

- Cost of Goods and Services
- Project Plan and Approach/Technical Applications
- References
- Company Overview, Personnel

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Proposal Response Section Cover Page

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 a project time line.

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.

Documents:

- Time Line
- Others as relevant to your presentation

References

References should be customers to which you provide similar commodities/services. Please type or print.

1.		
	Contact/Title:	
	Phone Number:	
	Email Address	\ <u>\</u>
	Commodity/Service Provided	
2.	Firm Name:	
	Contact/Title:	
	Phone Number:	
	Email Address	
	Commodity/Service Provided	
,		
3.	Firm Name:	
	Contact/Title:	
	Phone Number:	
	Email Address	
	Commodity/Service Provided	

Proposal Response Section Cover Page

Company Overview, Personnel

Narrative:

Discuss Corporate, Financial and Organizational Capability and Support. Include such information as: Company History and Philosophy, Years in Business, Mission Statement, Corporate and Local, Organizational Structure.

Identify local management personnel, their experience and qualifications.

Identify Project Manager, qualifications and experience.

Demonstrate adequate organization, financial backing, equipment and personnel to ensure timely and satisfactory completion of the project.

Documents:

- Insurance Certificates
- Business Tax Receipt
- Appendix I, Vendor Packet

5. AFFIRMATION AND DECLARATION

Respectfully submitted by

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.

Respectivity submitted by,		
Company Name:		
Print Signer's Name	Date	
Signature of Company Officer	Title	

STATEMENT OF NO PROPOSAL

NOTE: If you do not intend to respond to this Invitation to Proposal, please return this form immediately to:

HILLSBOROUGH COUNTY SHERIFF'S OFFICE FINANCIAL SERVICES DIVISION

Email to: <u>purchasing@hcso.tampa.fl.us</u> Or Fax 813-242-1826

We, the undersigned, have declined to respond on Proposal No. 10-18 for Dauntless II Engine Upgrade for the following reasons: Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below). Insufficient time to respond. We do not offer this product or an equivalent. Our Product schedule would not permit us to perform. Unable to meet specifications. Unable to meet Bond Requirements. Specifications unclear (explain below). Other (specify below) We understand that if the "No Proposal" letter is not executed and returned, our name may be deleted from the list of qualified Vendors for the Hillsborough County Sheriff's Office. (PLEASE PRINT) COMPANY NAME_____ DATE _____ COMPANY OFFICER______TITLE_____ TELEPHONE NUMBER_____

SIGNATURE _____

Below is an example of the information required on the OUTSIDE of your Proposal Package. You may use this as a label if you wish.

СНЕ	CKLIST, Include the following:
	ONE ORIGINAL and THREE COPIES OF the entire RFP. ONE Electronic copy. Proprietary information should be separated. SIGNATURES required Parts A and D. Any Addendums or Amendments (Signatures required). Completed Part D including references, signature page and vendor information. Professional Licenses (if applicable). Manufacturer literature and warranty information if applicable. Appendix I, Vendor Packet. Appendix II, Federal Grant Compliance (Signature required).
	CHAD CHRONISTER, SHERIFF 2008 E. 8 TH AVE TAMPA FL 33605 ATTN: PURCHASING 813-247-8034 PROPOSAL PACKAGE SUBMITTAL From: PROPOSAL # 10-18 OPENING DATE/TIME: April 26, 2018 at 3:00p.m.