

**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**



CHAD CHRONISTER, SHERIFF

REQUEST FOR PROPOSAL 2024-008
FACILITY MAINTENANCE SOLUTIONS

May 8, 2024

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

Sue Boyer, Assigned Buyer
SBoyer@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 Request for Proposal (RFP) should be directed to the Assigned Buyer whose name appears above.

During award procedures, the RFP, its attachments, its amendments and proposal package will become incorporated into an agreement that becomes the "**Contract Document**". This agreement will require the signatures of the Hillsborough County Sheriff's Office and the Awarded Supplier to become binding. A draft copy of the proposed agreement and its terms and conditions are attached to this RFP for review. The final executed agreement may have differing terms due to negotiations. **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.**

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EXHIBIT A – AUTOMATED PAYMENTS THROUGH ACH	Attached
PROPOSED SCHEDULE OF EVENTS	DATE
RFP ADVERTISED / POSTED TO THE HCSO AND OSD WEBSITES	5/12/2024
DEADLINE TO SUBMIT LETTER OF INTENT	5/21/2024
DEADLINE TO SUBMIT QUESTIONS	5/28/2024
DEADLINE TO SUBMIT PROPOSAL	6/11/2024 3 P.M. DST
AWARD NOTIFICATION TARGET DATE	6/25/2024

LETTER OF INTENT

RFP 2024-008 FACILITY MAINTENANCE SOLUTIONS

The undersigned acknowledges the General Terms and Conditions of the Request for Proposal 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

When responding to this Letter of Intent, in good faith, it will allow the Assigned Buyer to coordinate RFP related correspondence in an effective manner to all participants, when applicable, in addition to the HCSO's official means of communication – HCSO's website, <https://TeamHCSO.com/>.

If you do not wish to participate, please instead return APPENDIX II - *Statement of No Proposal*. This information is helpful to the process and assures the HCSO you wish to remain on the available HCSO Supplier List.

****NOTE: THIS FORM SHOULD BE SENT IMMEDIATELY TO THE ASSIGNED BUYER LISTED ON THE FRONT OF THIS DOCUMENT AT FAX NUMBER 813-242-1826 or SBoyer@TeamHCSO.com**

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

SUBJECT: Request for Proposal No. **2024-008**

REQUEST FOR PROPOSALS TITLE: Facility Maintenance Solutions

RFP OPENING DATE & TIME: June 11, 2024, at 3 p.m. DST

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

Request for Proposals Overview: The purpose of this RFP is to describe the requirements of Chad Chronister, the Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida (HCSO) to secure a qualified contractor for Facility Maintenance Solutions.

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.

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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 120 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 Supplier. Eligible Purchasers making a purchase pursuant to the awarded contract are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Awarded Supplier to verify that the Eligible Purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

All pricing submitted shall include the administrative fee to be remitted to Florida Sheriffs Association (FSA) by the Awarded Supplier. It is the Awarded Supplier's responsibility to keep all pricing up to date and on file with FSA.

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. FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM: The HCSO has partnered with the FSA to make the awarded contract prices and terms available through FSA's Cooperative Purchasing Program (CPP) to FSA; any unit of local government, political subdivision or agency of the State of Florida, including but not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida; and any Eligible User, as defined in F.A.C. 60A-1.001(2), jointly the "Eligible Purchasers".

All transactions, purchase orders, invoices and payments between the Awarded Supplier and an Eligible Purchaser, as described in Paragraph 14 of this section, will occur directly between the Awarded Supplier and each Eligible Purchaser individually. The Awarded Supplier must communicate directly with Eligible Purchasers regarding the placement of orders, issuance of purchase orders, invoices, payments and contract disputes. Neither HCSO, FSA, FSA CPP, nor their agents, directors, employees, nor representatives shall be liable to Awarded Supplier for any acts, liabilities, damages, costs, expenses, fees, etc., incurred by an Eligible Purchaser.

9. LIQUIDATED DAMAGES: Each Eligible Purchaser utilizing this Contract through the FSA CPP shall have the right to incorporate a liquidated damages provision regarding nonperformance of work or accreditation loss into any contract or agreement entered into under this program, provided that such provision is reasonable and complies with the laws of the State of Florida.

Any liquidated damages provision incorporated by an Eligible Purchaser shall be between the Eligible Purchaser and the Awarded Supplier, independently managed and agreed upon by both parties.

In the absence of a specific liquidated damages provision incorporated by an Eligible Purchaser, the following default provision shall apply:

If the Eligible Purchaser determines the Awarded Supplier or any of its subcontractors is not in compliance with the requirements of this Contract, and the Awarded Supplier or any of its subcontractors refuse to comply with such requirements, or if it is found that the Awarded Supplier or subcontractors have willfully and intentionally failed to comply with Federal, State or local laws, ordinances, codes, rules and regulations as set forth in the Contract, or if there is a failure or delay

by the Awarded Supplier or any of its subcontractors to complete work on time as specified, or in such additional time as may be allowed by the Eligible Purchaser's Project Manager (PM) under the Contract, it is understood that the Eligible Purchaser will suffer damages. As it is impracticable and extremely difficult to determine the amount of actual damage the Eligible Purchaser will sustain in the event of and by reason of such delay, it is agreed that the Awarded Supplier shall pay to the Eligible Purchaser as fixed and liquidated damages, and not as a penalty, the sums provided below. The Awarded Supplier shall not be charged liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond their control and without fault or negligence. The work is not considered completed until final acceptance by the PM. Withholdings will be made from the Awarded Supplier's pay. Liquidated damages will be recovered and withheld in the following amounts:

Per Calendar Day: \$250.00

Per Emergency Call-Out Response (PART C, Paragraph 28): \$100.00

The parties agree to cooperate in good faith to resolve any disputes or discrepancies regarding the applicability or enforcement of liquidated damages provisions, and to comply with the resolution reached through mediation, arbitration or other agreed-upon methods of dispute resolution.

10. CUSTOMER SUPPORT: The Awarded Supplier shall provide timely and accurate technical advice and sales support. The Awarded Supplier shall respond to such requests within one (1) working day after receipt of the request.
11. DISCLOSURES: Proposer affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Contract.

The Proposer affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other suppliers in the award of this Contract.

12. FUNDING OUT CLAUSE: Any/all Contracts exceeding one (1) year shall include a standard "funding out" clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the Contract contains either or both of the following provisions:
 - A. Retains to the entity the continuing right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the Contract.
13. SHIPMENTS (IF APPLICABLE): The Awarded Supplier shall ship ordered products within the written estimate of delivery time by the supplier to the Eligible Purchaser after the receipt of the order unless modified. If a product cannot be shipped within that time, the Awarded Supplier shall notify the Eligible Purchaser as to why the product has not shipped and shall provide an estimated shipping date. At this point, the Eligible Purchaser may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.

14. PAYMENTS: The Eligible Purchaser using the Contract will make payments directly to the Awarded Supplier. Payments may be made to their affiliates (distributors/business partners/resellers) as long as written request and approval by FSA is provided to the Awarded Supplier.
15. ADDING AUTHORIZED DISTRIBUTORS/DEALERS: Awarded Supplier may submit a list of distributors/partners/resellers to sell under their Contract throughout the life of the Contract. Awarded Supplier must receive written approval from FSA before such distributors/partners/resellers are considered authorized.

Purchase orders and payment can only be made to Awarded Supplier or distributors/business partners/resellers previously approved by FSA.

Pricing provided to Eligible Purchasers by added distributors or dealers must also be less than or equal to the pricing offered by the Awarded Supplier.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the Awarded Supplier's agreement with FSA.

16. WARRANTY: Proposals should address each of the following:
 - A. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - B. Availability of replacement parts.
 - C. Life expectancy of equipment under normal use.
 - D. Detailed information as to proposed return policy on all equipment.
17. FRANCHISE TAX: The Proposer hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
18. CERTIFICATES OF INSURANCE: Certificates of insurance shall be delivered to the Eligible Purchaser prior to commencement of work. The insurance company shall be licensed in the State of Florida. The Awarded Supplier shall give the Eligible Purchaser a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Awarded Supplier shall require all subcontractors performing any work to maintain coverage as specified.
19. FORCE MAJEURE: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure, as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake;

fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals; or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

20. PREVAILING WAGE: It shall be the responsibility of the Awarded Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Eligible Purchaser. It shall further be the responsibility of the Awarded Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.
21. CONTRACT ADMINISTRATION: The Contract will be administered by the HCSO in regards to contract award and changes. The Cooperative Program will be administered by the FSA on behalf of the HCSO.
22. CONTRACT PERIOD: The Contract shall be effective for five (5) years from the date of award. By written mutual consent between the HCSO and the Awarded Supplier, the Contract may be extended for up to two (2) additional, five (5) year extensions.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this Contract even if the Contract only lasts for the initial term of the Contract. The FSA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this Contract.

23. CONTRACT WAIVER: Any waiver of any provision of this Contract shall be in writing and shall be signed by the duly authorized agent of HCSO. The waiver by either party of any term or condition of this Contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this Contract.
24. PRODUCTS AND SERVICES ADDITIONS: Products and services may be added to the resulting Contract during the term of the Contract by written amendment, to the extent that those products and services are within the scope of this RFP.
25. 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).

26. FORMATION OF CONTRACT: The Awarded Supplier will be required to enter and execute the attached Master Agreement with the HCSO upon award. The agreement establishes the requirements of the Awarded Supplier with respect to the HCSO and the FSA CPP.
27. MULTIPLE AWARDS: Multiple contracts may be awarded as a result of the solicitation. Multiple awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating Eligible Purchasers.
28. TERMINATION FOR CAUSE: If through any cause within the reasonable control of the Awarded Supplier, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this Contract, the HCSO shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Awarded Supplier and unless the deficiencies are corrected within 10 business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the HCSO, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the Eligible Purchaser shall compensate the Awarded Supplier in accordance with the Contract for all services performed by the Awarded Supplier prior to termination, net of any costs incurred by the Eligible Purchaser and HCSO as a consequence of the default.

Notwithstanding the above, the Awarded Supplier shall not be relieved of liability to the HCSO for damages sustained by the HCSO by virtue of any breach of the Contract by the Awarded Supplier, and the HCSO may reasonably withhold payments to the Awarded Supplier for the purposes of offset until such time as the exact amount of damages due the HCSO from the Awarded Supplier is determined.

29. TERMINATION WITHOUT CAUSE: The HCSO can terminate the Contract in whole or part without cause by giving written notice to the Awarded Supplier of such termination, which shall become effective 30 calendar days following receipt by Awarded Supplier of such notice.

In the event of a termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the HCSO.

The Awarded Supplier shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Awarded Supplier shall not be entitled to recover any lost profits that the Awarded Supplier expected to earn on the balance of the Contract or cancellation charges.

Any payments to the Awarded Supplier shall be only to the total extent of the Eligible Purchaser's liability for goods or services delivered prior to the date of notice to terminate the Contract.

30. CLAIMS: The Awarded Supplier will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
31. WHEN TO MAKE DELIVERY: Deliveries resulting from this Proposal are to be made during the normal working hours of the Eligible Purchaser. It is the Awarded Supplier's responsibility to obtain this information.

32. 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.
33. PROPOSAL SUBMITTAL COSTS: Submittal of a Proposal is solely at the cost of the Proposer and the HCSO in no way is liable or obligated for any cost incurred by the Proposer in preparing the Proposal Package.
34. 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’s Supplier List.
35. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA): The Proposer certifies that all material/items contained in their response meets all OSHA requirements.
36. LAWS, STATUTES AND ORDINANCES: The terms and conditions of the RFP and the resulting Master 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 Master Agreement. While the HCSO 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 Supplier agrees that it shall observe and obey all the Federal, State and local laws, ordinances, codes, rules and regulations which may be applicable to its services.
37. FAMILIARITY WITH LAW: The Proposer is required to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve them from responsibility.
38. 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 HCSO, 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.
39. 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's 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 Assigned 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 Assigned 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 HCSO.

40. 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 CFO. The Change Order will consist of a memo to the CFO describing the justification for the item addition accompanied by the Awarded Supplier's written, fixed price quote for each item to be added. If approved by the CFO, the item will be added to the Contract and recorded on the original Proposal tabulation/price sheet.
41. ASSIGNMENT: No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the HCSO.

If the original Awarded Supplier sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. HCSO reserves the right to reject the acquiring entity as Awarded Supplier. A change of name agreement will not change the contractual obligations of the Awarded Supplier.

42. DEFAULT: The Contract may be canceled or nullified by the HCSO's CFO in whole, or in part, by written notice of default to the Awarded Supplier(s) upon non-performance or violation of Contract terms. An award may be made to the next best responsive 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 Supplier 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 Suppliers who default on contracts may be removed from the HCSO's Supplier List and determined ineligible for future contracts at the discretion of the CFO.
43. NEXT BEST PROPOSER: In the event of a default by the Awarded Supplier, or cancelation by the HCSO, the HCSO reserves the right to utilize the next best responsive Proposal and responsible Proposer.

44. **INDEMNIFICATION:** All cooperative purchasing contracts subject to the Master Agreement awarded as a result of this solicitation will require Awarded Supplier(s) to agree to indemnify and defend the HCSO, FSA, FSA CPP, and their parent companies, subsidiaries, affiliates, shareholders, members, managers, officers, directors, employees, agents and representatives from and against any and all claims, costs, proceedings, demands, losses, damages and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to any actual or alleged breach of any of Awarded Supplier representations, warranties, covenants, requirements or other obligations under the cooperative purchasing contracts.
45. **PUBLIC ENTITY CRIMES:** Pursuant to §§287.132-133, Florida Statutes, the HCSO, as a public entity, may not accept any Bid, Proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, Florida Statute, for Category Two (\$35,000) with any person or affiliate on the convicted vendor list 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), Florida Statute. If you submit a Proposal in response to this RFP, you are certifying that §§287.132-.133, Florida Statute, does not restrict your submission.

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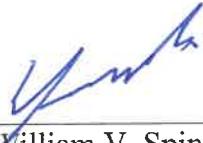
46. **PUBLIC RECORDS:** Any material submitted in response to this Proposal will become a public document pursuant to §119.07, Florida Statute. This includes material which the Proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective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

The HCSO requires that, at the conclusion of the selection process, the contents of all 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 rec_request@HCSO.Tampa.FL.US.

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

By: _____


William V. Spinelli, 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).

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

PART B - SPECIAL PROVISIONS

1. **COMMUNICATION BETWEEN PARTIES:** All questions in regard to this Proposal are to be directed, in writing, to the Assigned 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's 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 Assigned Buyer utilizes for convenience of the parties involved.

2. **THE SUPPLIER 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). Proposers have the option to certify that they are willing to accept purchase orders or contracts funded in whole or in part with federal funds. By opting in, proposers certify that they are willing to comply with the Federal Grant Compliance outlined in APPENDIX I upon receipt of a federally funded purchase order. Proposers are not required to opt-in as a requirement of this RFP; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. Signing the Federal Grant Compliance outlined in APPENDIX I and submitting it with your Proposal is considered opting in. To opt-out please include a statement declining to sign the Federal Grants Compliance portion of APPENDIX I.
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 HCSO reserves the right to reject a Proposal when evidence indicates the inability to perform the work specified within the RFP.
4. **QUESTION SUBMISSION:** The HCSO invites interested Proposers to submit questions regarding the solicitation. Questions can be submitted to the Assigned Buyer listed on Page 2 until the Question Submission Deadline listed in the Timeline of Events. Questions shall be answered in accordance with the Timeline of Events. All questions submitted, and associated answers, will be posted to the HCSO's public site. Proposers shall not contact any other employee of the HCSO for information with respect to this solicitation. Each Proposer is responsible for monitoring the HCSO's public posting for new or changing information. The HCSO shall not be bound by any verbal information or by any written information that is not contained in the solicitation documents or formally noticed and issued by the HCSO's purchasing department. Questions to the Procurement Office or to any HCSO personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in Part A, Paragraph 39 of the solicitation. Proposers are strongly encouraged to raise any questions or concerns regarding this RFP, including the proposed Contract terms and conditions, during the open question period.

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 Awarded Supplier 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 Awarded Supplier.

5. LETTER OF INTENT: Proposals will only be accepted from companies that submit a Letter of Intent before the deadline listed on Page 3. The person(s) indicated on the Letter of Intent will be those notified of all addenda, amendments and Questions and Answers (Q & A).
6. E-VERIFY REQUIREMENT: If applicable, pursuant to §448.095, Florida Statute, the HCSO requires the Awarded Supplier, 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 Supplier enters into a contract with a subcontractor, the subcontractor must provide the Awarded Supplier with an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. The Awarded Supplier shall maintain a copy of such affidavit for the duration of the Contract. If the HCSO has a good faith belief that the Awarded Supplier has knowingly violated §448.09(1), Florida Statute, the Contract will be terminated. If the HCSO has a good faith belief that a subcontractor knowingly violated this subsection, but the Awarded Supplier otherwise complied with this subsection, the HCSO will promptly notify the Awarded Supplier and order the Awarded Supplier to immediately terminate the contract with the subcontractor. Termination of any and all contracts and/or sub-contracts as provided above, does not constitute a breach of contract and may not be considered as such. If the HCSO terminates a contract with an Awarded Supplier as provided above, the Awarded Supplier may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The Awarded Supplier is liable for any additional costs incurred by the HCSO as a result of the termination of a contract.
7. SUBCONTRACTING: The Awarded Supplier 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 the Awarded Supplier. This statement prohibits subcontracting overall management obligations pertaining to the work and requires the Awarded Supplier to retain ultimate liability for all contractual obligations.

If a Proposer intends to use subcontractors, the Proposer must identify in the Proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a Proposal with subcontractors is selected, the Proposer must provide the following information concerning each prospective subcontractor within five (5) working days from the date of the HCSO's request:

- A. Complete name of the subcontractor,
- B. Complete address of the subcontractor,
- C. Type of work the subcontractor will be performing,

- D. Percentage of work the subcontractor will be providing,
- E. Evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid business license, and
- F. A written statement, signed by each proposed subcontractor, which clearly verifies that the subcontractor is committed to rendering the services required by the Contract.

A Proposer's failure to provide this information, within the time set, may cause HCSO to consider their Proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of HCSO's PM.

- 8. JOINT VENTURES: Joint ventures will not be allowed.
- 9. 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, Florida Statute, regarding standards of conduct for public officers, employees of agencies and local government attorneys.

No HCSO employee acting in an official capacity, as a purchasing agent or public officer, shall either directly or indirectly purchase, rent or lease any realty, goods or services for the 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 duties.

- 10. 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. Qualifications and Experience of Firm and Staff	25
B. Understanding and Approach	25
C. Service and Support	15
D. References	25
E. Cost Proposal	<u>10</u>
Total	<u>100</u>

An Evaluation Committee consisting of a minimum of three (3) people will be convened. The Evaluation Committee will first evaluate criteria A, B, C and D as described above and score and rank the proposals. The Evaluation Committee may shortlist the highest-ranking Proposers. The Assigned Buyer will then open the cost proposal and calculate the cost scores based on the method

provided in PART D, Paragraph 7. Any clarifications requested by a committee member will be presented to the Proposer through the Assigned Buyer. When all evaluations are complete, the Assigned Buyer will tabulate the results providing a scoring matrix indicating the group's collective ranking of each Proposer. The Assigned 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.

11. **CRITERIA SCORING METHOD:** Each evaluation criteria will be initially evaluated on a percentage scale from 1 to 100. That score will then be applied to the weighted values in PART B, Paragraph 10 to get the final score for the evaluation factor. In the event that an evaluation factor has multiple subfactors, each subfactor will be evaluated on the same percentage scale of 1 to 100. The results will then be averaged and applied to the weighted values in PART B, Paragraph 10 to get the final score.

The scores for the evaluation criteria will be done on a points/percentage basis in conjunction with a narrative composed of the documentation of the particular strengths, weaknesses and deficiencies of the Proposal by the individual evaluators and will include an adjectival rating depending on total score. The Evaluation Committee will use a rating system that is based off identified strengths, weaknesses and deficiencies in determining the final scoring. The narrative and documentation apply only to the initial point/percentage score of 1 to 100. The adjectival rating as it relates to scores and identified strengths and weaknesses is contained in the table below.

Rating	Description
Outstanding, 95-100 points	Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.
Good, 85-94 points	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate.
Acceptable, 70–84 points	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal, 60-69 points	Proposal has not demonstrated an adequate approach and understanding of the requirements and/or risk of unsuccessful performance is high. May be acceptable if the majority of important factors are acceptable, but one or more factors is deficient, and some minor risk is involved in the correction thereof.
Unacceptable, 1-59	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is un-awardable, and/or risk of unsuccessful performance is unacceptably high.

These definitions rely on additional rating definitions of Strength, Significant Strength, Weakness, Significant Weakness and Deficiency. The definitions for these are detailed below:

- **Strength:** is an aspect of a Proposer’s proposal with merit or will exceed specified performance or capability requirements to the advantage of the HCSO during contract performance.
- **Significant Strength:** is an aspect of a Proposer’s proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the HCSO during contract performance.
- **Weakness:** is a flaw in the proposal that increases the risk of unsuccessful contract performance.
- **Significant Weakness:** is a flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.
- **Deficiency:** is a material failure of a proposal to meet an HCSO requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

Below are some additional evaluation terms with definitions that may also be included in the definitions above.

- **Omission:** A failure to provide information required by the solicitation and depending on the nature and extent of the omission it may be evaluated as a weakness, a significant weakness or a deficiency.
- **Clarification:** Clarifications are limited exchanges between the HCSO and Proposers that may occur when award without discussions is contemplated. If award without discussions is anticipated, Proposers may be given the opportunity to clarify certain aspects of their proposals or to resolve minor or clerical errors.
- **Communication:** Communications are exchanges between the HCSO and Proposers after receipt of proposals, leading to establishment of the competitive range.
- **Discussions:** Discussions are negotiations conducted in a competitive acquisition and take place after establishment of the competitive range. Discussions are tailored to each Proposer’s proposal within the competitive range.

12. **CLARIFICATION OF PROPOSALS:** In order to determine if a Proposal is reasonably susceptible for award, communications by the Assigned Buyer or the Proposal Evaluation Committee are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a Proposal. Clarifications may not result in a material or substantive change to the Proposal. The evaluation by the Proposal Evaluation Committee may be adjusted as a result of a clarification under this section.
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 Assigned Buyer will be responsible for all communication to and from Proposers regarding the BAFO solicitation. All responses must be returned to the Assigned 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 Assigned 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, and evaluation criteria stated in the Proposal document and any other evaluation criteria are 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's 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. PRE-QUALIFICATION OF SUBCONTRACTORS, CONTRACTORS AND SUPPLIERS: All employees and/or subcontractors of the Awarded Supplier which will work in an 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 the HCSO's policy and procedures which includes no smoking on any HCSO property. The Awarded Supplier 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 Awarded Supplier.

The Awarded Supplier 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 Awarded Supplier 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's request was made without cause, an appropriate Change Order will be issued.

16. 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's website, <https://TeamHCSO.com/Purchasing>.
- A. Proposals must be received by the HCSO's 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 the 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 Chapter 119, Florida Statutes. Proposers are enjoined from discussing or disclosing the content of any Proposal with competing Proposers during the evaluation and negotiation process.

PART C – SPECIFICATIONS

1. **BACKGROUND:** It is the intention of HCSO to establish a Master Agreement for Facilities Maintenance Solutions for use by HCSO and other Eligible Users supported under this Contract. This RFP is issued on behalf of the FSA and FSA’s CPP, through a public agency clause, which provides that any Eligible Purchaser may purchase services through this Contract. Proposers that become Awarded Suppliers will be required to execute the attached Agreement upon award.

HCSO, as the lead public agency, has partnered with FSA to make the awarded contract prices and terms available through CPP to FSA; any unit of local government, political subdivision or agency of the State of Florida, including but not limited to counties, municipalities, sheriffs’ offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida; and any Eligible User, as defined in F.A.C. 60A-1.001(2), jointly the “Eligible Purchasers”.

Awarded Supplier(s) shall perform covered services under the terms of this agreement. Proposers shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple suppliers. Proposers may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.

If labor rates vary for detention and non-detention services, Proposer shall submit separate cost proposals for detention and non-detention services.

2. **INTRODUCTION:** The HCSO is seeking to award a Master Agreement for a comprehensive scope of services encompassing preventive/scheduled and corrective/unscheduled maintenance for multiple facilities. The range of maintenance services include but are not limited to: facility management; facility property; building envelope and structure; site utilities and distribution systems; central utility plant; hot and chilled water systems; natural gas and LP distribution and combustion systems; plumbing, sewer and water control systems; electrical systems and lighting; low voltage systems; heating ventilation and air conditioning (HVAC); uninterruptible power supply (UPS); emergency generator; security and alarm systems; fire alarm, fire sprinkler and fire suppression; water towers; kitchen and laundry equipment; pest control; fume hoods; grounds/landscape; secure detention facility cell inspection; medical and dental lab equipment; and locking control systems.

The Awarded Supplier will be responsible for drafting a quote for subcontractors per their awarded Cost Proposal pricing.

3. **SCOPE APPLICABILITY:** The Scope of Services outlined in this RFP is intended to provide a broad overview of the potential needs of Eligible Purchasers. It is not meant to be limiting but rather indicative of the types of services that may be required.

Recognizing that not all Eligible Purchasers will require the full Scope of Services outlined in this RFP, the Awarded Supplier shall coordinate closely with each Eligible Purchaser to assess their specific needs.

Prior to commencing any work, the Awarded Supplier shall conduct a site visit to each Eligible Purchaser's facility to assess the current conditions, identify any unique requirements, and determine the Scope of Services needed.

Based on the findings of the site visit and discussions with the Eligible Purchaser, the Awarded Supplier shall develop a tailored Scope of Services that meets the specific needs of the Eligible Purchaser.

A supplemental agreement detailing the specific Scope of Services, deliverables, timelines, and any other pertinent details shall be executed by the Awarded Supplier and the Eligible Purchaser prior to the commencement of any work. The Awarded Supplier will keep accurate information such as signed contract(s), Scope of Services, amendments and all other pertinent information between Awarded Supplier and Eligible Purchasers. The Awarded Supplier must send a copy of the executed supplemental agreement to FSA, including any renewals to the supplemented agreement.

4. FACILITY PROFILE MATRIX: Prior to finalizing any supplemental agreement between the Awarded Supplier and an Eligible Purchaser, a Facility Profile Matrix shall be completed and incorporated as an integral part of the supplemental agreement.

The Facility Profile Matrix shall outline the specific staffing requirements necessary for the successful provision of services within the Eligible Purchaser's facility.

The Facility Profile Matrix shall include, but not be limited to, the following details: (a) Minimum staffing levels for different shifts and operational periods (Minimum Staffing list); (b) Qualifications, certifications and training requirements for personnel assigned to the facility; (c) Responsibilities and duties of each staff member, including any specialized roles or tasks; (d) Protocols for staff scheduling, supervision and communication; (e) Any additional requirements or considerations specific to the Eligible Purchaser's facility.

The completion and approval of the Facility Profile Matrix shall be a prerequisite for the commencement of services by the Awarded Supplier within the Eligible Purchaser's facility.

Any changes or updates to the staffing requirements outlined in the Facility Profile Matrix shall be documented and mutually agreed upon by both parties in writing.

The Facility Profile Matrix shall serve as a reference document for both the Awarded Supplier and the Eligible Purchaser, ensuring clarity and alignment regarding staffing expectations and responsibilities.

Failure to comply with the staffing requirements detailed in the Facility Profile Matrix may constitute a breach of contract, subject to appropriate remedies as determined by the Eligible Purchaser.

5. GENERAL REQUIREMENTS: The Proposer is to submit written Proposal(s) that present the provider's qualifications and understanding of the services to be provided. The Proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications, and which responds to the Scope of Services and Evaluation Criteria listed herein. The Proposal seeks assurance of a proven track record for the proposed services; high degree of dependability, reliability and accuracy; cost effectiveness; responsiveness; and financial solvency. Emphasis should be placed on the completeness of services offered and the clarity of content. It is the intent of this RFP to select a solution provider that delivers the best overall value to Eligible Purchasers considering the evaluation factors in this RFP.

The following requirements and scope outlined in this section may or may not be required based on the needs of the Eligible Purchaser and the agreed upon scope in the supplemental agreement with Eligible Purchasers. Awarded Supplier will be responsible for providing all maintenance and repair services outlined in the supplemental agreements executed with Eligible Purchasers.

- A. Awarded Supplier will be responsible for all costs (management, labor, materials, travel, etc.) associated with preventive/scheduled maintenance to include, but not limited to, facility management, maintenance certifications, inspections and tests at the labor and material markup rates provided in their proposal.
- B. Awarded Supplier will be responsible for all labor and labor-related costs associated with the total proposed personnel, to include subcontractors if applicable. Awarded Supplier will be required to provide personnel that meet or exceed the job specification requirements for a General Trades Craftsman (as defined in PART C, Paragraph 29. F. herein) to fill the minimum staffing requirements relative to specific facilities. Additionally, on an as-needed basis, at the sole discretion and direction of the Eligible Purchaser's PM, the Awarded Supplier's staff will be required to perform corrective/unscheduled maintenance, facility projects and other repairs. Specifically, with exception of the execution of the primary duties of preventive maintenance, the Awarded Supplier's staff will perform corrective/unscheduled maintenance, project work and other repairs, within their skill set, based on priorities established by the PM, within the agreed upon working hours. Materials required in the performance of these tasks will be reimbursed based on the actual cost plus the material mark-up percentage provided in the Proposal.
- C. Awarded Supplier will be compensated/reimbursed for corrective/unscheduled maintenance in accordance with the fully burdened labor rates and material mark-up percentage provided in their Proposal. Awarded Supplier shall notify the PM, in advance, of the need and cost (broken out by line-item number, labor category, number of hours per labor category and material/equipment cost) for each corrective/unscheduled maintenance repair and proceed with repair only after receiving written approval from the PM. Exceptions to this requirement may be considered in emergency situations and other special circumstances as deemed appropriate by the PM. The cost of any corrective maintenance repair performed without written approval from the PM (unless such approval is waived by the PM) will be the sole responsibility of the Awarded Supplier. Written approval may consist of Computerized Maintenance Management System (CMMS) entry, E-Mail or other written media. Awarded Supplier may use the latest edition of the RS Means Facility Maintenance and Repair Cost Data manual as the basis for estimating direct labor hours and materials for unscheduled maintenance activity to verify that proposed resources (labor hours and materials) are fair

and reasonable. Awarded Supplier's personnel assigned to perform corrective/unscheduled maintenance and repair must possess a skill level appropriate for the work being performed; however, reimbursement for corrective/unscheduled maintenance and repair will be made according to the trade/skill level required to perform the task, independent of the trade/skill level of the personnel performing the task(s).

D. Awarded Supplier shall operate, maintain, repair, monitor and adjust the day-to-day operations of all Mechanical, Electrical, Building Systems, Buildings, Grounds and Property. Awarded Supplier shall develop and implement an effective, consistent and documented Preventive/Scheduled Maintenance (PSM) program that targets system performance, life-cycle sustainability, efficient cost management, energy consumption and safety. This PSM program will be constructed and shared with the PM so that the PM can audit the performance of the Awarded Supplier's PSM program. Required maintenance services for facilities specified in PART C, Paragraph 2 include the following functions and major equipment items which are only illustrative in nature, and shall also include all ancillary devices and systems that are a part of the Mechanical, Electrical and Building Systems, unless specifically excluded herein:

i.) Required Maintenance Services for All Facilities

- a.) Facility Management
- b.) Facility Property
- c.) Building Envelope and Structure
- d.) Site Utilities and Distribution Systems
- e.) Central Utility Plant and Hot and Chilled Water Systems
- f.) Natural Gas and LP Distribution and Combustion Systems
- g.) Plumbing, Sewer and Water Control Systems
- h.) Electrical Systems and Lighting
- i.) Low Voltage Systems
- j.) Heating Ventilation and Air Conditioning (HVAC)
- k.) Uninterruptible Power Supply (UPS) and Emergency Generator
- l.) Security and Alarm Systems (including specialty detention controls and monitoring systems)
- m.) Fire Alarm, Fire Sprinkler and Fire Suppression
- n.) Grounds/Landscape

ii.) Additional Required Maintenance Services for Select Facilities

- a.) Water Towers
- b.) Kitchen Equipment
- c.) Laundry Equipment
- d.) Pest Control
- e.) Fume Hoods
- f.) Secure Detention Facility Cell Inspection
- g.) Medical and Dental Lab Equipment
- h.) Locking Control Systems

iii.) Work to be Performed by Awarded Supplier

All preventive/scheduled maintenance and corrective/unscheduled maintenance work is the responsibility of the Awarded Supplier to be performed as it sees fit, including using subcontractors. However, the labor cost estimate and payment for any corrective/unscheduled maintenance (except for maintenance performed by Awarded Supplier's staff as outlined in PART C, Paragraph 5. C. above) authorized by the Eligible Purchaser to be performed during or after the agreed upon working hours, shall be calculated using the appropriate fully burdened hourly labor rates and material mark-up percentages provided by the Awarded Supplier in their Proposal. Awarded Supplier is free to use subcontractors(s) for this work, but, if reimbursement is applicable, such reimbursement will be made based upon the subcontractor's calculation utilizing the appropriate labor rates provided by the Awarded Supplier, along with parts and materials with the Awarded Supplier's proposed mark-up percentage.

iv.) Work to be Performed by Subcontractor

For any corrective/unscheduled maintenance repair work performed by a subcontractor for which a compensation/reimbursement is due to the subcontractor, the subcontractor will ONLY be reimbursed based on the appropriate labor rates and material mark-up percentages established by the Awarded Supplier as part of their Cost Proposal. No other costs of the Awarded Supplier or subcontractor will be reimbursed by Eligible Purchasers.

- E. Awarded Supplier will be responsible for providing all equipment, materials, tools, supplies, consumables and labor required to perform and meet this Scope of Services. Eligible Purchasers may have limited equipment at various locations that could be made available to the Awarded Supplier, which should be identified during site visits before start of program. Awarded Supplier will develop Preventive Maintenance schedules for all equipment and systems as required by equipment manufacturer(s) considering equipment condition, operating history, operational performance and expected remaining useful life. Awarded Supplier will submit Preventive Maintenance schedules to the Eligible Purchaser's PM for approval and revision, as needed for the location.

6. FACILITY MANAGEMENT:

- A. Awarded Supplier will be required to serve in the role of selective system-wide facility management leader for Eligible Purchaser's facilities included herein to ensure the integrity of each facility's buildings and systems.
- B. Awarded Supplier will be required to provide engineering management and technical expertise to protect capital investments and to maintain interior and exterior equipment and spaces including, but not limited to, participate in strategic planning and budgeting sessions; evaluate infrastructure needs; energy management; provide an inventory of all plant equipment and systems; develop maintenance operations manuals and procedures; develop a quality control program; work with, escort and assist outside suppliers and/or subcontractors hired by the Awarded Supplier for facility improvements, additions,

upgrades, building retrofits and studies; evaluate and monitor roof integrity and water proofing; monitor regulatory compliance; monitor underground storage tanks; monitor lightning protection needs and effectiveness; and monitor insulation needs and effectiveness.

7. FACILITY PROPERTY:

- A. Awarded Supplier will perform preventive/scheduled and corrective/unscheduled maintenance and repairs to facility property including, but not limited to, parking lots, security fencing, sidewalks, walkways, roads, paths, patios, decks, stairs, stair railings and storm drains.
- B. Awarded Supplier may be required to remove trees that are dead and cause a safety or security concern at facilities and locations.
- C. Awarded Supplier may be required to correct erosion problems or provide earthwork repairs when there is a safety or security concern at facilities and locations.
- D. Awarded Supplier is required to respond to facility property related emergencies according to the response times listed in PART C, Paragraph 28. F. of this RFP.

8. SITE UTILITIES AND DISTRIBUTION SYSTEMS: Awarded Supplier will perform preventive/scheduled and corrective/unscheduled maintenance and repairs to site utilities and distribution systems, underground and overhead, including, but not limited to, electrical, water, sewer, natural gas, propane, voice/data and fiber optics.

9. BUILDING ENVELOPE AND STRUCTURE:

- A. Awarded Supplier will perform preventive/scheduled and corrective/unscheduled maintenance and repairs to building structures including, but not limited to, doors, windows, walls, wall coverings, paint (spot/patch), floors, floor coverings, ceilings, ceiling tiles, roofs, roof gutters, elevators, lifts and any built-in building structure. Built-in building structures are defined as permanent parts of a larger structure such as: a built-in piece of furniture, bookcase, counter, countertop, cabinet, appliance, etc.
- B. Awarded Supplier is required to provide clean-up services for utility back-ups, overflows, water line leaks and sprinkler discharges.
- C. Awarded Supplier is required to respond to building envelope and structure related failures and emergencies according to the response times listed in PART C, Paragraph 28. F. of this RFP.

10. CENTRAL UTILITY PLANT AND HOT AND CHILLED WATER SYSTEMS: Awarded Supplier will perform preventive/scheduled and corrective/unscheduled maintenance and repairs on all central utility plant and hot and chilled water systems including, but not limited to, packaged boilers and associated controls; centrifugal chillers, cooling towers and associated controls; associated chilled water, condenser water, hot water, steam and condensate piping systems; associated supply, return and condensate pumps and controls; domestic hot water heat exchangers; chemical water

treatment equipment; electrical, electronic and pneumatic control systems; and compressed air systems.

- A. Awarded Supplier is required to respond to central utility plant and hot and chilled water systems emergencies according to the response times listed in PART C, Paragraph 28. F. of this RFP.

11. NATURAL GAS AND LP DISTRIBUTION AND COMBUSTION SYSTEMS:

- A. Awarded Supplier will perform preventive/scheduled and corrective/unscheduled maintenance and repairs on all natural gas and LP gas distribution and combustion systems equipment including, but not limited to, pipes, valves, controls, pressure testing and gas leak detection.
- B. Awarded Supplier is required to respond to natural gas and LP gas distribution and combustion systems equipment related failures and emergencies according to the response times listed in PART C, Paragraph 28. F. of this RFP.

12. PLUMBING AND SEWER AND WATER CONTROL SYSTEMS:

- A. Awarded Supplier will perform preventive/scheduled and corrective/unscheduled maintenance and repairs on all plumbing equipment including, but not limited to, pipes, service pipes, drains, valves, fittings, gauges, sumps, sewer lines, wastewater treatment systems (including chemicals), backflow prevention devices, grease traps, sewage grinders, septic tanks, storage tanks, pumps, water heaters, sinks, showers, toilets, faucets, water purifiers, water softeners, chemical treatment, garbage disposals, washer lines, floor drains, leak detection and electronic and pneumatic controls.
- B. Awarded Supplier is required to respond to plumbing related failures and emergencies according to the response times listed in PART C, Paragraph 28. F. of this RFP.

13. ELECTRICAL SYSTEMS AND LIGHTING:

- A. Awarded Supplier will perform preventive/scheduled and corrective/unscheduled maintenance and repairs on all electrical systems equipment and lighting including, but not limited to, 12 kV high voltage distribution systems inclusive of transformers, switchgear, cables and secondary conductors; all switchgear, main panel boards, sub-panels, disconnects, motor starters, uninterrupted power supply, feeders and wiring; receptacles and switches; conduit; wire breakers; interior and exterior lighting; security lighting; ballast; lighting control systems; exterior pole mounted lights; high mast lighting; lightning protection; transient voltage suppressor (TVSS) systems; and lamp replacement.
- B. Awarded Supplier is required to respond to electrical systems emergencies according to the response times listed in PART C, Paragraph 28. F. of this RFP.

14. HEATING VENTILATION AND AIR CONDITIONING (HVAC):

- A. Awarded Supplier will perform preventive/scheduled and corrective/unscheduled maintenance and repairs on all HVAC equipment including, but not limited to, direct exchange cooling units, heat pumps, air handling units, roof top units, exhaust fans, related distribution piping, pumps, valves, controls, thermostats, coils, refrigerant piping, compressed air systems, ductwork, grills, insulation, chemical treatment, power conditioning, DDC controls (including setting points and controls), pneumatic, electronic controls and automatic programmable control systems.
- B. Awarded Supplier is responsible for keeping vents, returns and ventilation systems clean and free of debris as part of preventive maintenance activity. Awarded Supplier will be required to create a maintenance schedule for inspection of ducts in accordance with industry standards. Ducts should be cleaned on an as-needed basis as dictated by regular inspection; however, comprehensive system-wide cleaning of ducts shall be performed when necessary and will be considered a corrective/unscheduled maintenance task.
- C. Awarded Supplier will change all filters as recommended by the manufacturer, dictated by condition of the equipment, or more frequently if needed.
- D. Awarded Supplier will be responsible for keeping vents, returns and ventilation systems clean and free of debris/dust.
- E. Awarded Supplier is required to respond to HVAC equipment failures according to the response times listed in PART C, Paragraph 28. F. of this RFP.

15. UNINTERRUPTIBLE POWER SUPPLY (UPS) SYSTEMS AND EMERGENCY GENERATOR:

- A. Awarded Supplier will perform preventive/scheduled and corrective/unscheduled maintenance and repairs on all UPS systems and generator equipment including, but not limited to, static and rotary power supply systems, batteries, generator sets, engines, transfer switches, switch gear, alternators, mufflers, exhaust systems, enclosures, controls, fuel tanks, filters, starters, fuel lines and fans.
- B. Awarded Supplier will perform a weekly full-load test operation of all emergency generator equipment that will include, but not be limited to, running each emergency generator for the manufacturer recommended amount of time, inspecting emergency generator sets, controls, batteries, charging systems, fuel storage systems, fuel levels and pumping systems.
- C. Awarded Supplier is required to perform an annual Load Bank Test of all generators and provide results of tests to the designated PM.
- D. Awarded Supplier is required to respond to emergency generator failures according to the response times listed in PART C, Paragraph 28. F. of this RFP.

16. SECURITY AND ALARM SYSTEMS:

- A. Awarded Supplier will perform preventive/scheduled and corrective/unscheduled maintenance and repairs on all security systems equipment including, but not limited to, interior and exterior locking control systems (both analog and digital), security fencing, gate operators, gate locks, closed-circuit television (CCTV) equipment, CCTV head-end equipment, low-voltage cabling, cameras, monitors, control panels, intercom systems, locks, locking control systems, intercom systems, paging systems, access control systems, hard-wired and programmable logic controller (PLC) based locking controls, PLC based data distribution and intrusion detection systems and transient voltage suppressor (TVSS) systems.
- B. Awarded Supplier's technicians must possess certifications as required by Federal, State and local laws, ordinances, codes, rules and regulations, and Eligible Purchaser's policies.
- C. Awarded Supplier is required to respond to security systems emergencies according to the response times listed in PART C, Paragraph 28. F. of this RFP.

17. FIRE ALARM, FIRE SPRINKLER AND FIRE SUPPRESSION:

- A. Awarded Supplier will perform preventive/scheduled and corrective/unscheduled maintenance, certifications and repairs on all fire alarm, fire sprinkler and fire suppression equipment including, but not limited to, fire alarm panels, exit signs, fire suppression systems, fire extinguishers, smoke detectors, heat detectors, duct detectors, sprinkler heads, standpipes and hoses, fire pumps, chemical systems, post-indicator valves, kitchen hood suppression systems and fire department connections. This will also include all technologies, including beam, air aspiration and spot detection and the ability to interface with other technologies. Fire alarm, fire safety and fire suppression systems and equipment inspections/certifications will be performed in accordance with frequencies established by the State Fire Marshal and in accordance with established Federal, State and local laws and regulations, ordinances, codes, rules and regulations, and Eligible Purchaser's policies.
- B. The Awarded Supplier will be responsible for keeping smoke detectors clean and free of debris.
- C. The Awarded Supplier is required to respond to fire alarm emergencies including, but not limited to, fire alarm system failures, fire alarm system hard alarms, fire alarm system com fails, fire sprinkler system failures and damaged sprinkler heads according to the response times listed in PART C, Paragraph 28. F. of this RFP.

18. WATER TOWERS (SELECTED FACILITIES ONLY):

- A. Awarded Supplier will perform preventive/scheduled and corrective/unscheduled maintenance and repairs on water towers. Preventive/scheduled maintenance activities are limited to maintenance tasks associated with the day-to-day maintenance/operation of water towers to include valves, piping and water level monitoring systems. Periodic cleaning, inspections, certification and repairs of water towers will not be classified as

preventative/scheduled maintenance and will be considered a corrective/unscheduled maintenance task.

- B. Awarded Supplier is required to respond to water tower equipment related failures and emergencies according to the response times listed in PART C, Paragraph 28. F. of this RFP.

19. KITCHEN EQUIPMENT (SELECTED FACILITIES ONLY):

- A. Awarded Supplier will perform preventive/scheduled and corrective/unscheduled maintenance and repairs on all kitchen equipment including, but not limited to, ranges, ovens, convection ovens, microwave ovens, fryers, stoves, griddles, char broilers, grills, steamers, toasters, blenders, mixers, grinders, ventilation systems, vent hoods, refrigerators, freezers, coolers, ice machines, steam tables, coffee brewers and dish washers.

- B. Awarded Supplier is required to respond to kitchen equipment related failures and emergencies according to the response times listed in PART C, Paragraph 28. F. of this RFP.

20. LAUNDRY EQUIPMENT (SELECTED FACILITIES ONLY):

- A. Awarded Supplier will perform preventive/scheduled and corrective/unscheduled maintenance and repairs on all laundry equipment including, but not limited to, washers, dryers, washer-extractors, tumblers, presses, ironers and finishers.

- B. Awarded Supplier is required to respond to laundry equipment related failures and emergencies according to the response times listed in PART C, Paragraph 28. F. of this RFP.

21. GROUNDS/LANDSCAPE:

- A. Grounds maintenance and landscaping tasks will be accomplished on a corrective/unscheduled maintenance basis ONLY and will be based on an annual facility grounds maintenance budget to be determined by Eligible Purchaser at the time of award and annually thereafter. Any costs associated with grounds maintenance/landscaping should not be included in the cost to perform any preventive/scheduled maintenance activity.

- B. Awarded Supplier will develop a landscape maintenance schedule for each facility based on the annual facility grounds maintenance budget provided, to be approved by Eligible Purchaser. The amount of services provided for grounds and landscape each year shall not exceed the budget amount. The objective of landscape services is to maintain the aesthetic appeal of the grounds.

- C. Awarded Supplier will ensure that each facility's property will be maintained to a neat and orderly appearance.

- D. Awarded Supplier will ensure that grass is cut and walkways, curbs and flowerbeds are edged on an as-needed basis as determined by the PM.

- E. Awarded Supplier will remove and chemically treat all grass and weeds growing in cracks of sidewalks, curbs and parking lots.

- F. Awarded Supplier will ensure that all leaves, pine straw and refuse will be collected and disposed of on an as-needed basis as determined by the PM. Awarded Supplier will remove trash and debris along all landscape areas, fence lines, sidewalks, curbs and building and site perimeters.
- G. Awarded Supplier will ensure that all storm drains, gutters, drainage ditches, gratings, roofs, roof gutters and roof downspouts are kept clear and free of debris.
- H. Awarded Supplier will ensure that all grass, flowers, trees, shrubs and other plant life are appropriately pruned, watered and maintained, and will apply grass seeds, insecticides, fertilizers, fungicides, post-emergent, pre-emergent and other lawn and garden treatments/chemicals as the seasons dictate or on an as-needed basis as determined by the PM.
- I. Awarded Supplier will ensure that all driveways, sidewalks, parking lots and other paved areas will be cleared of grass clippings, leaves and debris on an as-needed basis as determined by the PM.
- J. Awarded Supplier will provide planting services for Eligible Purchaser purchased plants, flowers, shrubs and small trees.
- K. Awarded Supplier will maintain irrigation systems (select locations) to ensure proper operation. Systems are expected to be free of leaks and all sprinkler heads will be inspected a minimum of twice per season to ensure proper coverage and operation. Time clocks and rain gauges will be checked and adjusted to maintain appropriate irrigation for the landscape variety and climatic conditions.
- L. Awarded Supplier will ensure that stormwater pond and primary canal cleaning and restoration services are provided, including but not limited to, light, medium or heavy cleaning or excavation of sediment, debris and vegetation of ponds and open primary canals; light, medium or heavy cleaning or excavation of sediment, debris and vegetation of box culverts and closed conduits; swale excavation, embankment and grading; disposal of all cleared/excavated materials; application of pre-emergent and other pond/canal treatments/chemicals; and pulling all applicable permits.

22. PEST CONTROL:

- A. Awarded Supplier will develop, implement and monitor a pest control plan for each facility inclusive of all pests and animals including wood destroying insects. Pest control plan should include thorough inspections of all buildings, effective treatments, monitoring and preventive measures for positive long-term pest control results. All supplemental agreements that include termite control will require a termite bond to be issued by the Awarded Supplier.
- B. Awarded Supplier will respond to Eligible Purchaser requests for additional pest control treatments outside the normal pest control schedule if insects and pests are discovered.

23. ADDITIONAL PROPOSER REQUIREMENTS:

- A. Awarded Supplier will be required to be the PM's agent in handling repairs of buildings and systems that are still under warranty.
- B. Awarded Supplier will be required to participate in Eligible Purchaser's facility inspections and audits, including, where applicable, using HSCO's auditing tools.
- C. Awarded Supplier will be required to provide patching and spot painting services for walls, ceilings and floors. Patching and spot painting will be for, but is not limited to, holes, deep scratches and graffiti.
- D. Awarded Supplier will be required to hang grievance boxes, pictures and other wall items as the need arises.
- E. Awarded Supplier shall maintain, at a minimum, a toll-free after-hours response telephone service to act as a contact for all after-hours and emergency work requests. The telephone service shall maintain an electronic and written log of all contacts, listing the date, time, name of person, facility, work requested and date, time and name of Awarded Supplier personnel contacted by the telephone service. Electronic and/or written copies of the contact log are to be made available to the PM daily and/or as requested.

Awarded Supplier may be asked by the PM to perform other essential facility functions, including, but not limited to, attending pre-bid, pre-construction and other meetings; escorting staff, consultants and subcontractors; reading utility meters; providing reports, photographs and cost estimates; creating and maintaining facility emergency response plans; setup and breakdown for special events; and other similar functions. No additional payments will be made to the Awarded Supplier for any labor hours for Awarded Supplier personnel for any functions performed during normal business hours.

- F. Secure Detention Facilities: If any maintenance services under this Contract are to be performed within a secure detention facility, the Awarded Supplier shall adhere to all detention policies, regulations and procedures established by the Eligible Purchaser.

The Awarded Supplier shall ensure that all personnel assigned to perform maintenance services within a secure detention facility undergo any required background checks, training, and clearance procedures as mandated by the Eligible Purchaser.

The Awarded Supplier shall comply with all security protocols, access controls, and safety measures specified by the Eligible Purchaser while conducting maintenance activities within a secure detention facility.

Any equipment, tools or materials brought into the secure detention facility by the Awarded Supplier shall be subject to inspection and approval by the authorized personnel of the Eligible Purchaser.

The Awarded Supplier shall coordinate closely with the designated contacts of the Eligible Purchaser to schedule and plan maintenance activities in a manner that minimizes disruptions to the operation of the secure detention facility.

In the event of any conflicts between the requirements of this Contract and the detention policies of the Eligible Purchaser, the detention policies shall prevail, and the Awarded Supplier shall promptly modify its operations to comply with such policies.

The Awarded Supplier shall indemnify and hold harmless the Eligible Purchaser from any claims, damages or liabilities arising from the Awarded Supplier's failure to adhere to detention policies while performing maintenance services within a secure detention facility.

The Eligible Purchaser reserves the right to conduct periodic inspections and audits to ensure compliance with the terms of this provision and all applicable detention policies.

Failure of the Awarded Supplier to comply with the detention policies of the Eligible Purchaser may result in termination of the Contract or other appropriate remedies as determined by the Eligible Purchaser.

- G. Vandalism: The initial determination of whether a corrective/unscheduled maintenance repair is required because of vandalism as defined in the RFP is the responsibility of the Awarded Supplier; however, the PM reserves the right to make the final determination of whether the repair required is a result of an act of vandalism. This final determination is not subject to appeal. It should be noted that clearing of clogs to toilets is not to be considered vandalism under any circumstances. Corrective/unscheduled maintenance repairs required because of vandalism must be separately identifiable and segregable from all other repair activity in CMMS and on invoice documents.
- H. Proposer Qualifications: Awarded Supplier shall have proper tools, gauges, equipment and vehicles to successfully perform the work as required. All required certification of equipment necessary to perform work under this Contract shall be current.

Awarded Supplier shall comply with all current and applicable requirements of the Division of State Fire Marshal Uniform Fire Safety Rules and Standards, the latest edition of National Fire Protection Association standards and all Federal, State and local laws, ordinances, codes, rules and regulations, and Eligible Purchaser's policies that govern this type of equipment and service. In case of conflict between codes, reference standards and other contract documents, the most stringent requirement shall govern and the Awarded Supplier shall propose the most stringent requirement.

Awarded Supplier shall provide sufficient manpower to perform service in all applicable areas without interference of the daily work schedule of Eligible Purchaser's employees in affected areas. Adequate Awarded Supplier personnel shall be provided to perform service without additional assistance from the maintenance and engineering staff who are available to escort, answer questions and provide accessibility throughout a facility but not to perform testing or inspection duties. Awarded Supplier further agrees to coordinate with Eligible Purchaser staff and other vendors who may be present in the facility.

- I. Awarded Supplier will adhere to the housekeeping, cleaning supplies and equipment maintenance Standard Operating Procedure (SOP) and the work and repair authorization SOP for all Awarded Supplier and subcontractor personnel.
- J. Awarded Supplier will adhere to Eligible Purchaser's Continuity of Operations Plan (COOP) if applicable to ensure performance of mission essential functions during declared emergencies.

24. ACCREDITATION:

- A. Awarded Supplier will meet all applicable Federal, State and local laws, ordinances, codes, rules and regulations, and Eligible Purchaser's policies. Awarded Supplier must comply with the Florida Model Jail Standards (FMJS) if performing work in a detention facility.
- B. If applicable, in order to maintain FMJS compliance, each operation area within the detention facilities must be in compliance with FMJS. In the event any Jail Facility fails an inspection due to the non-compliance of Awarded Supplier, liquidated damages may be assessed against Awarded Supplier by the Eligible Purchaser per facility where an inspection is failed.

25. MATERIALS, SPARE PARTS AND CONSUMABLES:

- A. Awarded Supplier will be responsible for providing all materials, parts, supplies, tools and consumables required to provide services as specified in this Contract. However, existing tools and equipment and any replacements of such by the Awarded Supplier will remain the property of Eligible Purchaser at the completion of this Contract. The exact types and quantities of equipment that will be available for Awarded Supplier use may be made available during facility/location site visits; however, a comprehensive inventory of equipment/tools available for Awarded Supplier use is not available prior to contract award.
- B. Reimbursable Materials: Awarded Supplier is required to ensure that all reimbursable material cost is fair and reasonable. Awarded Supplier must maintain adequate support documentation that substantiates their determination that material costs for which reimbursement is requested/invoiced are fair and reasonable and such documentation must be made available to Eligible Purchaser upon request. Documentation must be maintained for a period of twenty-four (24) months from the date of invoice payment. Eligible Purchaser currently recognizes the following price/cost analysis techniques to support determinations that price/cost is fair and reasonable: (a) Adequate price competition (multiple bids); (b) Comparison with prices previously paid for similar/like items; (c) Comparison with published price list, published market prices, discount or rebate arrangements; (d) Comparison with prices obtained through market research; (e) Other industry specific generally accepted price/cost analysis techniques; and (f) Pre-established pricing arrangements with suppliers. Eligible Purchaser reserves the right to require Awarded Supplier to further substantiate reimbursable material cost that Eligible Purchaser determines is not fair and reasonable prior to the payment of an invoice containing material reimbursement line items.

- C. Awarded Supplier shall develop, implement and monitor a process for the procurement and inventory management of critical spare parts and consumable parts/materials to ensure that maintenance work is performed in a timely and cost-effective manner.
 - D. Awarded Supplier will be responsible for ensuring availability and/or storage of adequate stocks of critical spare parts/materials. Critical spare parts include components that are critical to the reliability and performance of building systems. Within a reasonable time after award of contract/order, the PM and the Awarded Supplier will determine the required item and stock levels of critical spares to be maintained. Critical spare parts/inventories may already be on-hand within each facility; however, if PM or Proposer requires establishment, additional or replenishment of critical spare parts, Awarded Supplier is responsible for acquisition of the parts in accordance with PART C, Paragraph 25. C. (above). Eligible Purchaser will reimburse the Awarded Supplier for those costs associated with the acquisition of critical spare parts based on the actual cost plus the material mark-up percentage provided in the Proposal.
 - E. Consumable parts/materials include parts that are utilized in the operation and maintenance of Building Systems but are not considered to be critical. Awarded Supplier shall be responsible for ensuring that consumable parts/materials are available in a timely manner.
 - F. Awarded Supplier will administer and manage all warranties and manufacturer service contracts relating to equipment or parts used in Eligible Purchaser's Building Systems under its control. Awarded Supplier will coordinate, supervise and approve all work performed under these Contracts and shall ensure that service personnel adhere to appropriate procedures, conduct and standards while on site.
 - G. Awarded Supplier will dispose of all materials in a manner that meets all Federal, State and local laws, ordinances, codes, rules and regulations, and Eligible Purchaser's policies.
26. HAZARDOUS MATERIALS: Awarded Supplier is required to follow all Federal, State and local laws, ordinances, codes, rules and regulations, and Eligible Purchaser's policies in using, handling and storing and disposing of all hazardous materials. Awarded Supplier shall maintain on each site a current hard copy record set of Material Safety Data Sheets (MSDS) for all items that pose a physical or health hazard.
27. STANDARD REPAIR SERVICE RESPONSE TIMES:
- A. Awarded Supplier shall be required to provide critical repair services within a dependable time frame. To ensure the performance of this fundamental contract requirement, the following list of critical repairs and associated completion times are included and thereby made part of the Contract. By their bid Proposal and by signing the Contract, the successful Awarded Supplier agrees to perform the listed tasks within the indicated time frame and acknowledges that failure to do so may result in issuance of a corrective action request (CAR) in accordance with PART C, Paragraph 35 of the Scope of Services. The response times provided below are considered "standard" for corrective maintenance services performed under the contract; however, a PM may, at their discretion, require more stringent or lenient response times, by facility/location, based on operational needs. Awarded Supplier

level response times will be incorporated based on mutual agreement of the parties and will be included in individual contracts/orders executed against this RFP.

Non-emergency response times	Initial Response (days)	Completion (days)
Facility Property	1	7
Building Envelope and Structure	1	7
Site Utilities and Distribution System	1	7
Central Utility Plant and Hot and Chilled Water System	1	7
Natural Gas and LP Distribution and Combustion Systems	1	7
Plumbing and Sewer and Water Control Systems	1	7
Electrical Systems and Lighting	1	7
Heating Ventilation and Air Conditioning (HVAC)	1	7
Emergency Generator	1	7
Security and Alarm Systems	1	7
Fire Alarm, Fire Sprinkler and Fire Suppression	1	7
Water Towers	1	7
Kitchen Equipment	1	7
Laundry Equipment	1	7
Pest Control	1	7
Grounds/Landscape	1	7

- B. Factors that delay completion other than the actual time required to get appropriate personnel to the location of the repair and the time required to perform the work, can be added to the allowed completion time, provided that the PM is informed in advance and concurs with the additional delay.
- C. Awarded Supplier is responsible for maintaining, tracking and reporting statistics, on a weekly basis, to the PM associated with repair times to include initial response times and completion times as part of the CMMS.
- D. Repairs consist of identifying what keeps an asset from operating properly, correcting or replacing defective components to make it operate correctly, and verifying that the asset is performing properly after the repair. Awarded Supplier may perform repairs on site, or equipment may be sent off site to independent sources for repair. Where practical, the Awarded Supplier will provide, install and maintain substitutes for unavailable equipment to minimize impact on users.

28. AFTER-HOURS AND EMERGENCY REQUESTS AND REPAIRS:

- A. Awarded Supplier will develop, implement and maintain a process for responding to “after-hours” and “emergency” requests and repairs. The process the Awarded Supplier implements will provide for response to work orders/requests on a 24 x 7 basis and will allow each facility to communicate directly with the Awarded Supplier.

- B. “After-hours” is defined as occurring outside of the normal operating business hours of a specific facility/location. “Normal operating business hours” are defined as period consisting of 8-hours (excluding meals) per day, 5 days per week. The exact hours and specific days that comprise normal operating business hours for facilities/locations may differ. The Awarded Supplier will adhere to the specific normal operating business hours at each facility.
- C. “Emergency” requests are defined as repairs/requests of such urgent or important nature that delaying the response may cause undue harm to individuals or Building Systems, or seriously impact business operations.
- D. Awarded Supplier will provide for emergency coverage on a 24 x 7 basis and, when notified of an emergency repair/request, the Awarded Supplier will respond as soon as possible, but within the response times listed in PART C, Paragraph 28. F. of this RFP. In case of an emergency request, the Awarded Supplier shall provide additional staff, resources and/or equipment as needed.
- E. Eligible Purchaser will reimburse Awarded Supplier for those costs associated with after-hours and emergency services in accordance with the Corrective Maintenance - After Hours and Emergency line items and the material mark-up line item provided within the Awarded Supplier’s Cost Proposal.
- F. Standard Facility Property Emergency Response Time: The response times provided below are considered “standard” for emergency service performed under the contract; however, individual facilities may, at their discretion, require more stringent or lenient response times, by facility/location, based on operational needs. Please note that call back response time must be within an hour. The listed response times below are for getting a technician on to the facility grounds. Awarded Supplier level response times will be incorporated based on mutual agreement of the parties and will be included in individual contracts/orders executed against this RFP.

<i>TYPE OF EMERGENCY SERVICE</i>	<i>FREQUENCY</i>	<i>RESPONSE TIME</i>	
		<i>NORM BUS HRS</i>	<i>AFTER-HOURS</i>
Building Envelope and Structure	As Occurs	2 hours	4 hours
Central Utility Plant Systems	As Occurs	2 hours	4 hours
Natural Gas and LP Gas Dist. and Combustion Systems	As Occurs	2 hours	4 hours
Plumbing and Sewer	As Occurs	2 hours	4 hours
Electrical Systems	As Occurs	2 hours	4 hours
Lighting	As Occurs	2 hours	4 hours
HVAC	As Occurs	2 hours	4 hours
Emergency Generator	As Occurs	2 hours	4 hours
Security Systems	As Occurs	2 hours	4 hours
Fire Alarm	As Occurs	2 hours	4 hours
Fire Sprinkler	As Occurs	2 hours	4 hours

Water Tower	As Occurs	2 hours	4 hours
Kitchen Equipment	As Occurs	2 hours	4 hours
Laundry Equipment	As Occurs	2 hours	4 hours
Pest Control	As Occurs	2 hours	4 hours
Grounds/Landscape	As Occurs	2 hours	4 hours
Hazardous Material	As Occurs	as required by regulatory authority	as required by regulatory authority

29. WORKFORCE:

- A. Awarded Supplier's and subcontractor's personnel shall be required to wear uniforms that consist of professional looking coordinated attire, clearly identifying them as employees of Awarded Supplier and/or subcontractor. Uniforms shall be maintained in a neat, clean and free from excessive wear manner. Vehicles such as golf carts should be provided by Awarded Supplier. Vehicles of the Awarded Supplier and subcontractors shall be properly identified as belonging to the Awarded Supplier and subcontractors.
- B. Awarded Supplier shall provide the designated PM with a current personnel roster of its employees providing services for Eligible Purchaser, at the initiation of the Contract, whenever any changes are made to personnel and upon request of the PM. The personnel roster shall include the employee's name, job title, location and contact information.
- C. The PM will have the ability and reserves the right to determine maintenance and facility priorities and redirect the Awarded Supplier's labor if the PM deems it necessary. Examples of facility priorities include, but are not limited to, life safety issues, natural hazards, State declared emergencies, detainee escapes/escape attempts, HVAC failure and generator failure.
- D. Awarded Supplier will be required to provide appropriate training to workforce. Workforce may be required to attend and pass PM provided training classes.
- E. All employees of the Awarded Supplier and any subcontractors wanting to perform work at any one of Eligible Purchaser's facilities will be required to abide by all Eligible Purchaser's policies.
- F. Minimum staffing requirements required by facility/location as provided in the "Minimum Resident Staff" column of the Facility Profile Matrix must be full time employees of the Awarded Supplier. Awarded Supplier will be required to provide personnel that meet or exceed the job specification requirements for a General Trades Craftsman as defined below, to fill the minimum staffing requirements for specific facilities as identified in the Facility Profile Matrix. The PM reserves the right to adjust the number and/or the skill level of minimum staff assigned to facilities/locations over the life of the Contract. Any adjustments to the number and/or skill level of the minimum staff will be accomplished by contract amendment based on a negotiated agreement between Eligible Purchaser and Awarded Supplier.

- i.) General Trades Craftsman Job Description: Performs facility maintenance/repair, renovation and construction related repair services. Installs and maintains security, climate control and other facilities systems. Specifically:
 - a.) Performs routine preventative maintenance to ensure that machines operate smoothly, efficiently and physical condition of the buildings does not deteriorate.
 - b.) Assembles, installs and/or repairs wiring, electrical and electronic components, pipe systems and plumbing, machinery and equipment.
 - c.) Diagnoses and corrects mechanical and structural problems, checking blueprints, repair manuals and parts catalogs.
 - d.) Ensures all maintenance conforms to quality standards and designated timeliness.
 - e.) Handles hazardous materials in accordance with laws and regulations.
 - f.) Installs, maintains, evaluates and repairs any components of the facility systems.
 - g.) Operates plant equipment and building automation systems.
 - h.) Operates trade related tools and equipment; maintains/assists an accurate inventory of all materials and tools.
 - i.) Performs basic and skilled painting, carpentry and roofing tasks.
 - j.) Performs general maintenance and repair work on facilities and equipment.
 - k.) Reads and utilizes blueprints, plans, drawings and sketches to determine the work to be performed and resources required.
 - l.) Repairs and performs maintenance on plumbing fixtures, lighting and HVAC systems.
 - m.) Wears safety equipment and observes all safety practices and regulations.
- ii.) Sample Technical Competencies:
 - a.) Knowledge of the standard methods, practices, tools and equipment used in a variety of building maintenance tasks.
 - b.) Ability to repair and maintain tools and equipment.
 - c.) Ability to safely work at various heights on ladders, platforms and scaffolds.

- d.) Ability to install, repair and maintain component parts of building systems.
 - e.) Knowledge of plant equipment and building systems.
 - f.) Skill in use and application of equipment and tools.
- iii.) Experience Requirements:
- a.) Five (5) years' experience in building repairs and maintenance or in the specific area of assignment.

G. Specific Requirements:

- i.) Awarded Supplier shall provide a skilled workforce, with the necessary qualifications, certifications and experience to perform the full Scope of Services requested. Awarded Supplier shall maintain the minimum number of on-site, full time personnel at each facility listed in the Facility Profile Matrix, during normal business hours.
- ii.) For purposes of supervision and administration, the Awarded Supplier shall divide the facilities for which they have responsibility into Maintenance Service Regions. Each region shall have within its overall total staff individuals skilled in each of the technical fields:

HVAC, Electrical, Electronics, Detention security control and locking systems and Plumbing, and a minimum of one (1) regional Supervisor. The qualifications of the Supervisor shall include journey level skills in at least one (1) of the maintenance technical fields. The number of staff listed as the minimum for each site shall be the number of individuals assigned permanently and solely to that site. Awarded Supplier shall identify the number of staff listed as shared between the sites within a Maintenance Service Region, along with the type and level of skill possessed by each individual.

Awarded Supplier shall be required to maintain the quantity and skill level of staff proposed in its Proposal, both at each site, and within each Maintenance Service Region. The minimum number of personnel required relates to maintenance workers and shall not include clerks, secretaries or other support-related support staff.
- iii.) In addition to the staff listed above, Awarded Supplier shall maintain a minimum of one (1) qualified Program/Project Manager with management responsibility over the entire Contract and supervisory responsibility over all regions and facilities.
- iv.) Vacant Positions: Awarded Supplier must fill any full-time positions that it submitted in its Proposal, within 45 calendar days of the date of any vacancy. Awarded Supplier will submit a Monthly Positions Status Report (form to be provided by the PM) with its monthly invoice for reporting the status of these positions. For each calendar day beyond 45 days that a position stays vacant, Awarded Supplier will credit Eligible

Purchaser the amount of daily salary, including fringe benefits, for that position. Awarded Supplier will provide a spreadsheet of all the positions that will service Eligible Purchaser's facilities. Spreadsheet will detail all the fringe benefits, salaries, position titles and total cost per day.

Vacant positions are considered filled on the first day the employee reports to work on-site at the designated facility.

H. BACKGROUND INVESTIGATION:

- i.) Awarded Supplier is required to have all Awarded Supplier's and subcontractor's personnel follow Eligible Purchaser's policies and procedures.
 - ii.) Except as noted above, no applicant will be allowed to perform duties under the resultant Contract until the background/criminal history check has been completed and approved by the PM for the facility in which the employee will be working. Pre-employment drug testing on all applicants who have been offered employment is required. Awarded Supplier shall be responsible for all costs associated with this testing.
 - iii.) Awarded Supplier must agree to cooperate with all investigations required by Eligible Purchaser. All Eligible Purchaser personnel conducting such investigations will have and be provided unimpeded access to the facility, facility grounds and property, staff and potentially residents/inmates. Awarded Supplier will require all employees to sign a pre-employment agreement indicating they understand and agree to cooperate with investigations when ordered to do so by Eligible Purchaser.
 - iv.) Awarded Supplier agrees to implement written procedures requiring all personnel who have been arrested for any offense to make a report of their arrest to their immediate supervisor and to the designated PM.
 - v.) Failure of Awarded Supplier to comply with the above procedures regarding background checks, incident reporting, reporting of staff arrests and investigations could result in cancellation of the Contract.
30. OFFICE AND STORAGE SPACE: Eligible Purchasers may provide Awarded Supplier with office and storage space for equipment, tools, materials, supplies and cleaning supplies in the form of existing maintenance and storage space at each facility. Eligible Purchasers may provide associated regular utilities (i.e. electric, gas, telephone, plumbing, etc.) for all Awarded Supplier's provided office and storage space. Awarded Supplier will be responsible for computer and office related equipment and Internet connectivity. Awarded Supplier is required in detention facility settings to safeguard its computer from any use by inmates/residents.
31. COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS):
- A. Awarded Supplier will be responsible for providing a web-based Computerized Maintenance Management System (CMMS) that shall have as its users both Awarded Supplier's personnel and, where applicable, Eligible Purchaser's personnel (as determined by Eligible Purchaser).

Awarded Supplier responsibilities/requirements for facility management include barcoding and scanning Eligible Purchaser's assets into the CMMS. The provided solution must meet the following minimum standards:

- i.) A comprehensive maintenance work management solution for planned and unplanned activities including preventive, reactive and condition-based maintenance; schedule management; resource optimization; inventory planning; asset management, monitoring and costing; long and short-term planning; report creation and management; warranty tracking; and key performance indicators.
- ii.) Use of a non-proprietary industry standard database which will afford ease of data migration to Eligible Purchaser's agencywide CMMS system. Application functionality should not occur at the database level.
- iii.) Awarded Supplier shall host the CMMS system. Access from Awarded Supplier's sites shall be based on secure IP connectivity across Awarded Supplier's LAN/WAN infrastructure.
- iv.) Awarded Supplier will perform all CMMS administration and support and shall provide initial and annual refresher training (or on an as-needed basis as determined by Eligible Purchaser) to Awarded Supplier's personnel on the CMMS system. However, where it accrues to the benefit of Awarded Supplier for authorized personnel to perform any application administration responsibilities, Awarded Supplier shall train designated users as application administrators and shall provide for those users to have the appropriate level of application access.
- v.) The CMMS solution shall not require any PC client software.
- vi.) If data integration with existing Eligible Purchaser systems is desired by Eligible Purchaser, Awarded Supplier shall work cooperatively with Eligible Purchaser's Information Services Division and provide resources to enable said integration.
- vii.) Awarded Supplier shall be responsible for all CMMS system hardware and software, hardware and software installations, upgrades, repairs, annual maintenance service agreements, updates and maintaining system and associated equipment.
- viii.) Awarded Supplier shall be responsible for barcoding and scanning Eligible Purchaser's assets into the CMMS system at a price (by facility) to be negotiated with Eligible Purchaser.
- ix.) Awarded Supplier's personnel should use the latest technologies to utilize barcodes and/or radio frequency identification (RFID) in performing routes/rounds, observations, inspections and repairs. Mobile devices should record work status, materials, time and attendance, failure codes, tools and comments, at a minimum, and have the capability to create new service tickets and work orders on demand, and capture signatures for completed tasks. Data created and captured in the mobile devices can be wirelessly transmitted to the CMMS or stored and forwarded via a docking cradle. Awarded Supplier is responsible for all equipment and associated

costs for mobile devices. Awarded Supplier shall follow Eligible Purchaser's policy on mobile device usage.

- x.) The CMMS shall have the capability to trace duplicate work requests and work orders.
 - xi.) The CMMS shall have the capability to track and report repair time frames as required by PART C, Paragraphs 27. A. and 28. F. of this RFP.
 - xii.) Awarded Supplier shall provide Eligible Purchaser with customized reports on request.
- B. If in the future, Eligible Purchaser, as an enterprise, implements an agencywide CMMS system, Awarded Supplier will provide resources to assist the migration of existing data to the new system, and will adopt the new system for the performance of this Contract. If this occurs, Eligible Purchaser and Awarded Supplier will negotiate and add services to the Contract.
- C. If Eligible Purchaser has an existing CMMS system, Awarded Supplier may have the option of taking over this system and incorporating it into his operations. The integration and proper use of any components of this system will be the responsibility of the Awarded Supplier, and the Awarded Supplier will be required to modify or upgrade this existing system to meet all CMMS requirements specified herein.
- D. All data elements resident in the CMMS system associated with the performance of the contract are the property of Eligible Purchaser.

32. MEETINGS AND REPORTING:

- A. Awarded Supplier shall formally meet with PM a minimum of one (1) time per month to discuss the previous month's facility maintenance services.
- B. At all formal meetings, the Awarded Supplier will provide the PM with written reports, charts, statistics, costs, workforce status and utilization, etc. detailing the previous month's maintenance activity.
- C. Awarded Supplier also agrees to provide the PM with customized reports as requested by, and at the intervals requested from, the PM.
- D. A daily report in electronic and/or hard copy format must be provided to PM detailing status of work requests for all after-hours, emergency, life-safety and other critical system items.

33. AUTHORIZED USER CONTRACT MONITORS:

- A. Eligible Purchaser shall have the right and authority under the Contract to monitor Awarded Supplier's performance hereunder. Awarded Supplier shall have no control over the activities of Eligible Purchaser or Eligible Purchaser's personnel, supervisory or otherwise.

- B. The PM shall have immediate, complete and unrestricted access to all documents and computer and electronic data in any way pertaining to the obligations of Awarded Supplier under this Contract, unless restricted by Federal and/or State law, including but not limited to, facility records, personnel files and financial records. Upon the request of the PM, Awarded Supplier agrees to provide a copy of documents within seventy-two (72) hours of the request.
- C. The PM shall have immediate and complete access to all meetings, staffing and hearings that in any way pertain to the obligations of the Awarded Supplier under this Contract. The PM may not, however, have access to meetings with legal counsel retained by Awarded Supplier unless permitted by Awarded Supplier. Awarded Supplier shall provide reasonable notice to the PM in advance of such meetings, staffing and hearings, including those with legal counsel.
- D. Awarded Supplier agrees to hold regularly scheduled meetings with the PM and with other Eligible Purchaser personnel, where applicable, as requested to report on the operations of the facilities and to respond to any questions raised by the PM. Awarded Supplier agrees that a representative of the Awarded Supplier having supervisory responsibility and authority to address the issues raised shall attend said meetings.

34. INVOICING:

- A. Awarded Supplier shall submit an invoice upon completion of each monthly deliverable. Monthly deliverables will be considered complete only upon written acceptance by Eligible Purchaser. Each invoice shall include deliverable(s) completed and the price for each. Invoice shall be submitted on a monthly basis for maintenance work performed during the previous month. All payment requests will be accompanied by applicable weekly/monthly reports, backup tabulations and copies of employee time sheets for hourly tasks. Monthly reports shall include Monthly Timesheet Report and Activity Completion Report. Awarded Supplier shall provide a breakdown of charges in an agreed upon format, on the monthly invoice. No charges may be billed to Eligible Purchaser unless such costs are explicitly included in the agreement. The exact format for monthly invoices and other attachments will be agreed upon between the Awarded Supplier and Eligible Purchaser during contract negotiations.
- B. Eligible Purchaser reserves the right to reject any line item invoiced that is not considered reimbursable, is not complete, lacks the proper paperwork or for any other legitimate reason.
- C. Eligible Purchaser reserves the right to add to or modify the invoicing requirements as needs arise and conditions dictate.
- D. The execution of this Contract may require multiple Eligible Purchaser Contracts; therefore, the invoice remittance address will be included in each Eligible Purchaser Contract. Electronic invoicing is permissible based on the capability of Eligible Purchaser to accept and process electronic invoices.

35. POOR PERFORMANCE / REWORK: The PM may issue corrective action requests (CARs) to Awarded Supplier for preventive/scheduled or corrective/unscheduled maintenance task/actions

performed by Awarded Supplier that are determined to be deficient in any manner. Awarded Supplier must rectify the deficient performance within five (5) business days or provide a corrective action plan that outlines procedures/timelines for accomplishing the corrective action(s). All costs (material and labor) associated with any rework/re-performance of preventive and/or corrective maintenance tasks required because of poorly/deficiently performed preventive and/or corrective maintenance tasks shall be the sole responsibility of Awarded Supplier. There will be quarterly performance of Awarded Supplier's and subcontractor's staff assigned to facilities by both PM and Awarded Supplier. If poor performance is noted for Awarded Supplier/subcontractor staff, the PM can make recommendations pertaining to the staff for further training up to termination specific to that staff working for Awarded Supplier.

36. STANDARDS AND QUALIFICATIONS: Awarded Supplier shall meet all licensing and certification requirements required by Federal, State and local regulating bodies.

37. SPECIALIZED QUALIFICATIONS:

A. Due to the critical nature of the following systems, Awarded Supplier is required to provide staff, either its own or subcontractor's, who possess additional qualifications to those licenses and certifications specified in the above paragraph. These systems are:

- i.) Security and Alarm
- ii.) Fire Alarm, Fire Sprinkler and Fire Suppression

B. The additional qualifications required of Awarded Supplier's or subcontractor's staff working on the above systems (PART C, Paragraph 37. A. i.) and ii.) are:

- i.) One staff member (who may be Awarded Supplier's or subcontractor's staff) must possess at least a Bachelor of Science in Electrical Engineering with a minimum of five (5) years' experience in design, installation, service and maintenance of these systems; and
- ii.) Service/repair technicians must possess a minimum of three (3) years' experience in the procurement, project management, installation, troubleshooting, repair (to board level), diagnostics, programming and debugging of these systems; and
- iii.) Installation technician, if different than above service/repair technician, must possess a minimum of two (2) years' experience in the installation, programming and troubleshooting of these systems.
- iv.) The Awarded Supplier/subcontractor and its service/repair technician must be manufacturer-certified in the system to be serviced.

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PART D - PROPOSAL RESPONSE

The undersigned understands that this Proposal Package **must be signed in ink** and that an **unsigned** Proposal Package will be considered nonresponsive and subject to rejection by the 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 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 25 OF THE GENERAL TERMS AND CONDITIONS (PART A).**

1. EXCEPTIONS: The following represents every deviation (itemized by number) to the foregoing GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C) upon which this Proposal Package is based, to wit:

2. PROPOSAL FORMAT AND CONTENT: As mentioned in SPECIAL PROVISIONS (PART B), Paragraph 10, 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.

Provide distinct sections for the below in your Proposal Response.

- A. Introduction
- B. Qualifications and Experience of Firm and Staff
- C. Understanding and Approach
- D. Service and Support
- E. References
- F. Cost Proposal

3. QUALIFICATIONS AND/EXPERIENCE OF FIRM AND STAFF: Qualified, proposing firms must demonstrate competence and experience with preventive/scheduled and corrective/unscheduled maintenance services. Specific maintenance services include: facility management, facility property; building envelope and structure; site utilities and distribution systems; central utility plant; hot and chilled water systems; natural gas and LP distribution and combustion systems; plumbing, sewer and water control systems; electrical systems and lighting; low voltage systems; heating ventilation and air conditioning (HVAC); uninterruptible power supply (UPS); emergency generator; security and alarm systems; fire alarm, fire sprinkler and fire suppression; water towers; kitchen and laundry equipment; pest control; fume hoods; grounds/landscape; secure detention facility cell inspection; medical and dental lab equipment; and locking control systems. Proposals should include background information and the number of years of pertinent experience of both firm and staff. The Proposal should identify the superintendent and supervisory staff including partners. For managers, on-site supervisors and specialists who will be assigned to the project, include their qualifications and specific information on experience with preventive/scheduled and corrective/unscheduled maintenance services, training, certifications, etc.

The Proposer should submit as much information as will be useful in evaluating the financial reliability and stability of the company, including financial statements for the past three (3) years for which they are complete. Provide information about any and all business-related lawsuits (other than labor or personal injury litigation) filed by, or against, the Proposer that have been settled or ruled upon in the last fifteen (15) years, and identify the nature of the claim, the amount in dispute, the parties and the ultimate resolution of the lawsuit. Please provide information on the Proposer's capability for expansion beyond the facilities/sites contained in this RFP.

4. UNDERSTANDING AND APPROACH: The Proposal should include a demonstrated understanding of the project through a comprehensive description of the proposed approach to the necessary services and equipment (including workforce/craftsmen, experience with secure detention facilities, hazardous materials, response times and CMMS) required for the successful implementation of a preventive/scheduled and corrective/unscheduled maintenance agreement.
5. SERVICE AND SUPPORT: Proposals should detail proposed communication and coordination methods with HCSO and PM to ensure continuity and quality of preventive/scheduled and corrective/unscheduled maintenance services.

6. REFERENCES: The Proposer must provide references from a minimum of three (3) references to document successful deployment of Proposer's preventive/scheduled and corrective/unscheduled maintenance services. Do not include HCSO as one of your references. A Past Performance Questionnaire (Appendix III) will be sent to the references provided for them to fill out and return. If no response is received from the references listed after five (5) business days, then the possible points for that reference are lost.
7. COST PROPOSAL: All Cost Proposal information must remain separate from the rest of the Proposal. Proposer must fill out and return the attached Labor and Material Cost Form (APPENDIX IV).

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8. **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: _____

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

Company Name: _____

Contact Name and 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 the 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 120 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) unbound ORIGINAL and THREE (3) completed copies of the entire Proposal Package. **(Please Note: Once the Bid Opening has occurred, HCSO Procurement will be emailing you to request a digital copy of the entire bid via a secure email.)**
- LETTER OF INTENT (deadline to submit 5/21/2024)
- SIGNATURES required PARTS A and D
- Any Addenda or Amendments (Signatures required)
- Completed PART D including *Supplier Instructions, Proposal Contact Information and Affirmation and Declaration* signature page
- APPENDIX I – Completed *Supplier Packet* to include completed Supplier Application, W9, Direct Deposit and Business Tax Receipt or other government issued business license
- APPENDIX II – *Statement of No Proposal*, if applicable
- APPENDIX III – Past Performance Questionnaire
- APPENDIX IV – Labor and Material Cost Form
- References (Required)
- 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

URGENT – SEALED SUBMITTAL PACKAGE ENCLOSED	
URGENT	HILLSBOROUGH COUNTY SHERIFF’S OFFICE
	SHERIFF’S OPERATIONS CENTER
	ATTN: FINANCIAL SERVICES DIVISION – PURCHASING SECTION
	2008 EAST 8TH AVE
	TAMPA FL 33605
	<u>RFP PACKAGE SUBMITTAL</u>
From: _____	
RFP # 2024-008	
FACILITY MAINTENANCE SOLUTIONS	
OPENING DATE/TIME: June 11, 2024, 3 p.m. DST	

LISTING OF ATTACHMENTS

1.	APPENDIX I	PDF	Supplier Application Packet
2.	APPENDIX II	PDF	Statement of No Proposal
3.	APPENDIX III	PDF	Past Performance Questionnaire
4.	APPENDIX IV	Excel	Labor and Material Cost Form
5.	ATTACHMENT 1	PDF	Draft Contract Award Agreement
6.	ATTACHMENT 2	Excel	Facility Profile Matrix
7.	EXHIBIT A	PDF	Automated Payments through ACH