

**HILLSBOROUGH COUNTY  
SHERIFF'S OFFICE**



**Request for Proposal No. 16-16  
Title: Underwater Hazardous Device  
Search and Validation Training**

**April 21, 2016**

Office of the Comptroller  
2008 E. 8th Avenue  
Tampa, FL 33605



Janice Wilder, Buyer  
813-247-8029  
[purchasing@hcsso.tampa.fl.us](mailto:purchasing@hcsso.tampa.fl.us)

**David Gee, Sheriff**

HILLSBOROUGH COUNTY

**INSTRUCTIONS TO PROPOSERS**

Included herein are General Terms and Conditions (Part A), Special Provisions (Part B) and Proposal Response (Part C), which together with all attachments, constitute the entire "Proposal Package". Said package must be the basis upon which all proposals are offered and the same (the entire package) must be kept together and returned, intact, by the time and at the place herein specified. The Proposer must manually sign the General Terms and Conditions (Part A) and Proposal Response (Part C). Any questions concerning this Request for Proposal (RFP) should be directed to the Buyer whose name appears above.

When awarded, the Proposal Package becomes the "**Contract Document**". The Proposer's signature on the proposal constitutes Proposer's agreement to the terms therein. **READ THE ENTIRE RFP CAREFULLY BEFORE SIGNING.**

**NOTICE TO PROPOSERS**

**WHEN SUBMITTING A SEALED PROPOSAL, ALL PROPOSALS SHOULD BE CLEARLY MARKED AS A PROPOSAL DOCUMENT. THIS IDENTIFICATION SHOULD INCLUDE THE PROPOSAL NUMBER, PROPOSAL TITLE AND DATE DUE ON THE OUTSIDE OF THE ENVELOPE.**

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

**VENDOR NAME:** \_\_\_\_\_

**SUBJECT:** Request for Proposal Number 16-16

Proposal Title: Underwater Hazardous Device Search and Validation Training

**OPENING DATE and TIME: May 6, 2016 3:00 PM EDT**

**PLACE:** Malcolm E. Beard Sheriff's Operation Center  
Office of the Comptroller, Purchasing Section  
2008 E. 8th Avenue, Room #125  
Tampa, Florida 33605

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

**PART A - GENERAL TERMS AND CONDITIONS:**

1. **Proposals:** Must be contained in a SEALED envelope addressed to: David Gee, Sheriff, 2008 E. 8th Avenue Room #125, Tampa, Florida 33605. To prevent inadvertent opening, the proposal must be marked as a PROPOSAL DOCUMENT (including the proposal number) on the outside of the envelope.

If our specifications, when included in our Request for Proposal (RFP), are not returned with your Proposal Package, and no specific reference is made to them in your proposal, it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, vendor's or manufacturer's specifications which accompany the proposal contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your Proposal Response (Part C).

2. **Proposal Delivery:** The responsibility for getting the Proposal Package to the Hillsborough County Sheriff's Office (HCSO) on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The HCSO will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Proposer shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Proposals will not be accepted after the time specified for receipt. Such proposals shall be returned to the Proposer unopened with the notation "This Proposal Was Received after the Time Designated for the Receipt and Opening of Proposals".
3. **On-Line Documents:** The HCSO is publishing documents on its website <http://www.hcso.tampa.fl.us> for the convenience of vendors wanting to do business with the HCSO and to save tax dollars. This service is public record and the HCSO is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a proposal.
4. **Time for Consideration:** Proposer warrants by virtue of proposal, the prices quoted in the proposal will be good for an evaluation period of sixty (60) calendar days from the date of proposal opening unless

otherwise stated. Proposers will not be allowed to withdraw or modify their proposals after the opening time and date.

5. Prices: All proposals submitted must show the net proposal price after any and all discounts allowable have been deducted. Prices offered are to be F.O.B. Destination. State sales tax and federal excise taxes shall not be included as the HCSO is tax-exempt for materials sold directly to them. The HCSO will issue tax exemption certificates to the awarded Contractor.

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

6. Condition of Materials and Packaging: It is understood and agreed that any item offered or shipped on this proposal shall be NEW and in FIRST CLASS CONDITION, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging for the items shipped.
7. Claims: The Contractor will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
8. When to Make Delivery: Deliveries resulting from this proposal are to be made during the normal working hours of the HCSO. It is the Proposer's responsibility to obtain this information.
9. Manufacturer's Name: Any manufacturers' names, trade names, brand names information and/or catalog numbers used herein are for purpose of description, reference, and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by the HCSO and such determination shall be final and binding upon all Proposers.
10. Information and Descriptive Literature: The Proposer must furnish all information requested in the proposal. If specified, each Proposer must submit cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with previous proposal will not satisfy this provision. Proposals that do not comply with these requirements will be subject to rejection.
11. Proposal Submittal Costs: Submittal of a proposal is solely at the cost of the Proposer and the HCSO in no way is liable or obligates itself for any cost incurred by the Proposer preparing the submitted Proposal Package.
12. Proposal Obligation and Disposition: The contents of the Proposal Package and any clarifications thereto submitted by the Proposer shall, upon award, become part of the contractual obligation and incorporated by reference into the ensuing contracts. All Proposal Packages become the property of the HCSO and will not be returned to the Proposer.
13. No Proposal: If you do not wish to submit a response to the proposal, please return the Statement of No Bid found on page 17. The no bid information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor List.
14. Compliance with Occupational Safety and Health Act (OSHA): The Proposer certifies that all material, equipment, etc., contained in the Proposal Package meets all OSHA requirements.

15. Familiarity with Laws: The Proposer is required to be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that in any manner affect the Work. Ignorance on the part of the Proposer will in no way relieve the Proposer of responsibility.
16. Laws, Statutes and Ordinances: The terms and conditions of the RFP and the resulting contract shall be construed in accordance with the laws, statutes and ordinances applicable to Hillsborough County. Where State Statutes and regulations are referenced, they shall apply to this RFP and to the resulting contract.
17. Public Entity Crimes: Pursuant to §§287.132-133, Fla. Stats., as a public entity, may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, Fla. Stat., for Category Two (\$35,000) with any person or affiliate on the convicted vendor list for a period of thirty-six (36) months from the date that the person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), Fla. Stat. If you submit a proposal in response to this request, you are certifying that §§287.132-133, Fla. Stats. does not restrict your submission.
18. Public Record: Any material submitted in response to this RFP will become a public document pursuant to §119.07, Fla. Stat. This includes material which the respondent might consider to be confidential or trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, Fla. Stat. The awarded Vendor or Contractor agrees to comply with §119.0701, Fla. Stat. regarding maintenance and provisions 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 RFP will be handled in accordance with applicable Florida Statutes.

19. Appropriations of Funds: The HCSO, as an entity of Government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this request for each and every fiscal year following the fiscal year in which this Contract is executed and entered into and for which the Contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Contract, provide prompt written notice of such event and effective thirty (30) calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such contract.
20. 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 is in the best interest of Hillsborough County. 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.
21. Disputes: Any prospective Proposer who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all proposals will submit a notice of protest in writing within seventy-two (72) hours (excluding County holidays, Saturdays and Sundays) to the HCSO Purchasing Section by registered mail or hand deliver for which a receipt must be provided.

The Purchasing Section will have five (5) business days upon receipt of this notice to meet and consider the dispute as written. At that time additional information and/or meeting from the Proposer may be requested

to gain further clarification of the issues. Upon completion of this review process the Purchasing Section will make a recommendation to the Comptroller.

The Comptroller may concur with the recommendation or arrive at a separate decision. The decision of the Comptroller 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) working days following the receipt of the recommendation from the Purchasing Section. A single appeal of the Comptroller's decision is available by submitting a notice in writing within seventy-two (72) hours (excluding County holidays, Saturdays and Sundays) requesting a Management review of the decision. Final decision of an appeal will be made by the Sheriff.

- 22. Specifications are included in Special Provisions (Part B) Scope of Work.

DAVID GEE, SHERIFF  
HILLSBOROUGH COUNTY, FLORIDA

**--Signature on File--**

By: \_\_\_\_\_  
Christina R. Porter, CPA  
Comptroller

- 23. General Terms and Conditions outlined above are acknowledged. Our proposal is attached.

\_\_\_\_\_  
Company Name Date

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature of Company Officer

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR PROPOSAL AFTER COMPLETING PARAGRAPH 23. EACH VENDOR'S PROPOSAL AND ANY CLARIFICATIONS TO THAT PROPOSAL AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN THE PROPOSAL RESPONSE (PART C), PARAGRAPH 1).

## **PART B - SPECIAL PROVISIONS**

### 1. **IN GENERAL**

The purpose of this Request for Proposal (RFP) is to secure the services of a qualified instructor(s) to conduct an underwater hazardous device training course, focusing on search and validation operations. Classes will be hosted by the HCSO Division of Homeland Security in Tampa, Florida. Training objectives are to increase bomb technician and law enforcement divers' awareness and understanding of the methods and techniques used to mitigate hazards that exist during such operations.

Funding for the course has been awarded to the HCSO through the Federal Department of Homeland Security, Port Grant Security Program (PGSP). Please see Appendix II for additional requirement related to the use of grant funds

### 2. **SCOPE OF WORK**

The course is expected to require a minimum of forty (40) hours of combined classroom and dive training held over a consecutive five (5) day period. Instructor qualifications and experience in the form of a detailed resume must accompany the proposal response.

In addition to various types of search and validation operations, course content should include underwater blast physics, structural engineering of ship hulls and piers, use and validation of underwater marking devices and how to work safely under and around vessels.

The price should be inclusive for up to twenty (20) students. Instructor fees, travel, lodging and per diem are to be included in the total price along with all course materials and training aids. The HCSO will provide the classroom equipped with tables, chairs, whiteboard and digital projector. The HCSO and or the students shall provide dive equipment. A dive area and vessel will be identified by the HCSO to support search training.

Course scheduling will be coordinated with HCSO Division personnel after award has been made but will be no sooner than forty-five days and no later than six months from the date of award.

No additional specifications are included. Proposal responses should include a detailed course curriculum, a list of materials, training aids or other equipment provided.

### 3. **GRANT FUNDING**

As mentioned above, some or all of the funds for this project will be provided by a Federal Grant. To recognize and comply with the additional special provisions required by the Federal Government, Appendix II will be incorporated as part of this RFP and ensuing contract and will be separately acknowledged and accepted by the Proposer's signature. The majority of the grant compliance clauses pertain to construction contracts and not to the subject of this solicitation. However, other clauses pertain to the method of procurement and access to documentation which will apply to all solicitations and ensuing contracts.

### 4. **PROPOSER QUALIFICATIONS**

Proposals shall be considered only from those firms or individuals who can clearly demonstrate to the HCSO a professional ability to perform the type of Work specified within the RFP. Proposers must be able to demonstrate adequate organizational, financial, equipment and personnel

resources to ensure timely and satisfactory completion of the project. In the determination of the evidence of responsibility and ability to perform the Work, the HCSO reserves the right to investigate the financial condition, experience record, personnel, equipment, facilities and organization of the Proposer. The HCSO shall determine whether the evidence of responsibility and ability to perform is satisfactory, and will make awards only when such evidence is deemed satisfactory. The HCSO reserves the right to reject a proposal when evidence indicates the inability to perform the Work specified within the RFP.

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

The attached Supplier Information form and IRS Form W9 in Appendix I must be returned with your Proposal Response along with copies of Hillsborough County Business Tax Receipt or other local government license to do business. Current Certificates of Insurance for Liability and Workers Compensation must also be included.

#### 5. COMMUNICATION BETWEEN PARTIES

All questions in regard to this RFP are to be directed, in writing to the Buyer: Janice Wilder, at [Purchasing@hcsotampa.fl.us](mailto:Purchasing@hcsotampa.fl.us) or by fax at 813-242-1826.

In the interest of public access, all documents relating to this RFP will be posted to the HCSO website at <http://www.hcsotampa.fl.us>.

#### 6. PRE-PROPOSAL CONFERENCE AND QUESTIONS

No pre-proposal conference will be held. All questions regarding the Scope of Work or the RFP process should be directed to the Buyer, preferably by email. Answers to questions regarding the Scope of Work will be provided directly to the inquirer and posted to the Bid file on the HCSO website purchasing page. Deadline for questions regarding specifications will be 72 hours prior to the opening date and time.

#### 7. PREPARATION AND SUBMITTAL OF PROPOSALS

All proposals shall be signed in ink by an authorized principle of the firm. A signature of acknowledgement to the General Terms and Conditions (Part A) is required on page six (6), and a signature of affirmation is required on page sixteen (16), and a signature of acceptance of the Grant Compliance Appendix II. All attachments to the RFP requiring signature acknowledgement (e.g. amendments) are to be returned with the Proposal Package. Proposal Responses are to be submitted in a sealed package. The face of the package shall indicate the RFP name, number and time and date of the public opening. (A label is provided within this document for either use or example).

Proposals must be received by the HCSO Purchasing Section not later than the time and date shown on page three (3). Proposers mailing their Proposal Packages should allow for normal mail time to ensure receipt by HCSO prior to the time and date fixed for the acceptance of the proposals. Proposals or unsolicited amendments to proposals, received by the HCSO after the acceptance date will not be considered and will be returned unopened marked "Received after the deadline for opening of proposals".



Proposers shall submit the required proposal documents and any additional literature in quadruplicate - one (1) original and three (3) copies, each marked appropriately, and one (1) electronic copy in Microsoft Windows® compatible format such as .pdf, saved on a USB flash drive or CD. Any proprietary information should be marked as such on the original and copies and should be saved to a folder separate from the rest of the proposal in the electronic copy. The HCSO reserves the right to postpone the date for receipt and opening of proposals or other deadlines and will make a reasonable effort to give at least five (5) calendar day's notice of any such postponement to each prospective Proposer.

#### 8. ACCEPTANCE AND REJECTION

The Sheriff, Hillsborough County, Florida, reserves the right to reject any or all proposals, for cause, to waive irregularities, if any, in any proposal, and to accept the proposal or proposals which in the judgment of the Sheriff is in the best interest of the HCSO. The Sheriff reserves the right to select the Proposer that will best meet the needs of the HCSO, and the selection will not necessarily be made solely on cost as the proposal process utilized is not a competitive bid process. Persons or entities submitting proposals which do not meet the mandatory requirements will be considered in non-compliance and will be disqualified.

#### 9. 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.

	<u>Points</u>
A. Course Curriculum	30
B. Instructor(s) Experience and Qualifications	30
C. Cost	40

An evaluation committee will consist of a minimum of three (3) persons, including the Project Manager.

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

#### 10. BEST AND FINAL OFFER

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

the evaluation process; all Proposers submitted responses that are unclear or deficient in one or more areas.

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

Best and Final solicitations will be made in writing. Proposers may be asked to provide additional clarification to specific sections of their response, or to rework their proposal content or pricing. Information will be given as to how the BAFO will be evaluated. The HCSO will not identify either the current rank of any Proposer(s) or the lowest costs proposed until after the evaluation of each BAFO submitted. If a Proposer does not wish to submit a BAFO offer they may submit a written response stating their response remains as originally submitted.

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

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

#### 11. AWARD

The Buyer will submit the evaluation committee's final recommendation for award to the Division Commander who will review and further recommend through the Chain of Command to the Sheriff who will have the final decision as to the Award. The HCSO reserves the right to select for award the proposal which in the opinion of the Sheriff, offers the best value and best serves the requirements of the HCSO.

In the event two (2) or more Proposers have submitted the best proposal, preference may be given in the award in the following order: first, to the Proposer who has his/her 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 will be used to break the tie.

Award or No Award notifications will be sent to all Proposers. Proposal results will be available at our website <http://www.hcsotampa.fl.us>, on the Purchasing tab. If you do not have internet access, and would like a copy of the proposal results, contact the Purchasing Section at 813-247-8034.

#### 12. INFORMATION PRIVACY

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 releasable after award is subject to the disclosure requirements of Chapter

119, Fla. Stat. Proposers are enjoined from discussing or disclosing the content of any proposal with competing Proposers during the evaluation and negotiation process.

13. CONTRACT DOCUMENT

The Contract between HCSO and the Contractor shall consist of: (1) the RFP and any amendments thereto and (2) the Proposal Package submitted in response to the RFP. The HCSO reserves the right to clarify any contractual relationship in writing with the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Contractor's Proposal Package. In all other matters not affected by the written clarification, if any, the RFP and all amendments thereto shall govern. The Proposer is cautioned that the proposal shall be subject to acceptance without further clarification.

To the extent that a provision of the Contract is contrary to the Constitution or laws of Florida, or of the United States, the provision shall be void and unenforceable. However, the balance of the Contract shall remain in force between the Contractor and HCSO.

14. ADDITION / DELETION

The HCSO reserves the right to add or delete any items from this proposal or resulting contract(s) when deemed to be in the best interest of the HCSO. All such additions, deletions or any change to the Scope of Work shall be addressed as either an amendment to the proposal or a change order to the Contract requiring written notification and acknowledgement.

15. CONTRACTUAL OBLIGATIONS

The Contractor may not sublet or subcontract any contractual obligations concerning this proposal matter except as provided for in the written contract between the HCSO and the Contractor. This statement does not prohibit subcontracting of the Work but does prohibit subcontracting overall management obligations pertaining to the Work and requires the Contractor to retain ultimate liability for all contractual obligations.

16. LAWS AND REGULATIONS

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.

17. DEFAULT

The Contract may be canceled or annulled by the HCSO Comptroller in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next best responsive and responsible Proposer, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Contractor to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Office of the Comptroller, shall constitute contract default. The Contractor who defaults on contracts may be removed from the HCSO Vendor List for future contracts at the discretion of the Comptroller.

18. CANCELATION

When deemed to be in the best interest of the HCSO, any contract(s) resulting from this RFP may be canceled by the following means:

- a. Ten (10) calendar days written notice with cause, or;
- b. Thirty (30) calendar days written notice without cause.

If it becomes necessary to terminate the agreement/contract without cause, all services and/or materials provided through the date of receipt of written notice of cancellation may be invoiced to the HCSO and will be considered for payment providing documentation of said expenses are forwarded with the request for payment.

19. NEXT BEST PROPOSER

In the event of a default by the awarded Contractor, the HCSO reserves the right to utilize the next best Proposer. In the event of this occurrence, the next best Proposer shall be required to provide the proposal items at the prices as contained on their proposal for this RFP for the remainder of the award period.

20. CERTIFICATES OF INSURANCE

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

- a. Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of his employees connected with the Work of this project and, in case any Work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Laws. In case any hazardous Work under this Contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the HCSO, for the protection of their employees not otherwise protected.
- b. Comprehensive Insurance Coverage: The Contractor shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance and shall protect them from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by themselves or by anyone directly or indirectly employed by them, and the amounts of such insurance shall be the minimum limits as follows:

Comprehensive General Liability	
Bodily Injury	\$1,000,000 per person per occurrence
Property Damage	\$500,000 per occurrence

Automobile Liability                      \$1,000,000 combined single limit bodily injury and  
property damage

21. INVOICING AND PAYMENTS

The Vendor may invoice the HCSO upon completion of the Work.

Invoices must show the HCSO billing address as follows:

Hillsborough County Sheriff's Office  
Accounts Payable  
P.O. Box 3371  
Tampa, Florida 33601

Invoices may be sent to the billing address or by email to [accountspayable@hcsotampa.fl.us](mailto:accountspayable@hcsotampa.fl.us)

Payment shall be made in accordance with §215.422, Fla. Stat. which states the Vendor's rights and the HCSO responsibilities concerning interest penalties and time limits for payment of invoices. Timely payment of invoices is incumbent upon the HCSO and in no case shall payment exceed forty-five (45) calendar days from date of receipt of a properly approved invoice.

22. EXCEPTIONS TO PROPOSAL

All proposal submittals must clearly state with specific detail all deviations to the requirements imposed upon the Vendor by the General Terms and Conditions (Part A) and the Special Provisions (Part B). Such deviations should be stated upon the Proposal Response (Part C) or appended thereto. Vendors are hereby advised that the HCSO will only consider proposals that meet the specifications and other requirements imposed upon them by this Proposal Package. In instances, where an exception is stated upon the Proposal Response (Part C), said proposal will be subject to rejection by the HCSO in recognition of the fact that said proposal does not meet the exact requirements imposed upon the Proposer by the General Terms and Conditions (Part A) and the Special Provisions (Part B).



2. PRICE

**Company Name:** \_\_\_\_\_

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

The undersigned certifies that any exceptions to the proposal specifications are noted on the attached exceptions form. All specifications not noted thereon are as requested. The undersigned also understands that any exceptions presented after the award, may be cause for cancelation of award.

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

**Class Name:** \_\_\_\_\_

Line #	Price
<p><b>A. All inclusive total price for up to twenty (20) students and forty (40) hours of classroom and dive instruction</b></p> <ul style="list-style-type: none"> <li>✓ Attach detailed class curriculum.</li> <li>✓ Attach list of materials, equipment, and tools that will be provided and used in training.</li> <li>✓ Provide an overview of the company background and experience.</li> <li>✓ Include detailed resumes of instructors focusing on experience and qualifications related to classroom material and dive training.</li> <li>✓ Provide a list of items that HCSO will need to provide for classroom and dive training.</li> <li>✓ Complete forms in Appendix I (Vendor Application, IRS Form W9)</li> <li>✓ Complete Appendix II acknowledging Grant Compliance</li> <li>✓ Include General Liability and Workers Compensation Insurance Certificate, and Business Tax Receipt, Occupational License or other local government verification of authority to do business.</li> </ul>	<p>\$ _____</p>

3. 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 RFP package.

The above 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 RFP offered to be entered into;
- b) That this RFP is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid 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 Sheriff upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Sheriff;
- d) That no officer, employee or person whose salary is payable in whole or in part from Hillsborough County Treasury, 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 bid shall remain open for sixty (60) days following the opening of bids.

Respectfully submitted by,

Company Name: \_\_\_\_\_

---

Print Signer's Name Date

---

Signature of Company Officer Title

NOTE: THE ABOVE SIGNATURE OF AFFIRMATION AND THE SIGNATURE OF ACKNOWLEDGEMENT ON PAGE EIGHT (8) 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 AND RETURNED WITH YOUR PROPOSAL RESPONSE. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED ON THE EXCEPTIONS PAGE (PAGE 14) PROPOSAL RESPONSE (PART C).



STATEMENT OF NO PROPOSAL

NOTE: If you do not intend to respond to this Request for Proposal, please return this form to:

HILLSBOROUGH COUNTY SHERIFF'S OFFICE  
Email: [Purchasing@hcs0.tampa.fl.us](mailto:Purchasing@hcs0.tampa.fl.us) or  
Fax: 813-242-1826

We, the undersigned, have declined to respond to your RFP 16-16 Underwater Hazardous Device Search and Validation Training for the following reasons:

\_\_\_\_ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).

\_\_\_\_ Insufficient time to respond to the Invitation for Proposal.

\_\_\_\_ We do not offer this service.

\_\_\_\_ Our Work schedule would not permit us to perform.

\_\_\_\_ Unable to meet specifications.

\_\_\_\_ Unable to meet Bond Requirements.

\_\_\_\_ Specifications unclear (explain below).

\_\_\_\_ Remove our company from your Vendor List.

\_\_\_\_ Other (specify below)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We understand that if the "no proposal" letter is not executed and returned, our name may be deleted from the list of qualified vendors for the Hillsborough County Sheriff's Office.

PLEASE PRINT      COMPANY NAME \_\_\_\_\_

COMPANY OFFICER \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**PROPOSAL EVALUATION MATRIX**  
**RFP 16-16 Underwater Hazardous Device Search and Validation Training**

Vendor Name: \_\_\_\_\_

Criteria	Points Allowed-100	Awarded
A. Price $\frac{\text{Lowest Cost}}{\text{Cost Being Evaluated}} \times \text{Maximum Points Available} = \text{Awarded Points}$	40	_____
B. Curriculum	30	_____
C. Instructor Experience and Qualifications	30	_____
<b>Total 100</b>		

What are the strengths of this proposal? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What are the weaknesses of this proposal? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

General comments/clarifications/questions. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

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

DAVID GEE, SHERIFF  
2008 E. 8<sup>TH</sup> AVE  
TAMPA, FLORIDA 33605

ATTN: PURCHASING Ext. 8034

**PROPOSAL PACKAGE SUBMITTAL**

**RFP # 16-16**

**OPENING DATE AND TIME  
MAY 6, 2016 3:00 PM**

