BID 2024-012 Landscaping Services



INVITATION TO BID 2024-012

LANDSCAPING SERVICES

MAY 31, 2024



CHAD CHRONISTER, SHERIFF

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

Wady Almanzar, Senior Procurement Analyst (813) 247-8263 WAlmanzar@TeamHCSO.com

INSTRUCTIONS TO SUPPLIERS

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

During award procedures, the Bid, its attachments, its amendments, and Awarded Bid response 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 Contractor to become binding. A draft copy of the proposed agreement and its terms and conditions are attached to this Bid for review. The final executed agreement may have differing terms due to negotiations. READ THE ENTIRE BID PACKAGE CAREFULLY BEFORE SIGNING.

NOTICE TO SUPPLIERS

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

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PROPOSED SCHEDULE OF EVENTS	DATE
BID ADVERTISED / POSTED TO HCSO AND OSD WEBSITE	6/16/2024
DEADLINE TO SUBMIT QUESTIONS TO PURCHASING	7/16/2024
DEADLINE TO RECEIVE SAMPLES	N/A
DEADLINE TO SUBMIT BID	7/30/2024
AWARD NOTIFICATION TARGET DATE	8/20/2024

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

SUBJECT: Invitation to Bid 2024-012 Landscaping Services

BID TITLE: Landscaping Services

BID OPENING DATE & TIME: 7/30/2024 @ 3PM

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

<u>Bid Overview</u>: The purpose of this Invitation to Bid (Bid) is to describe the requirements of Chad Chronister, the Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida (Sheriff) to secure a qualified landscaping contractor to perform regular maintenance to various Sheriff's Office Properties throughout Hillsborough County.

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

Pre-Bid Site Visit 1: June 25th, 2024, 8:00A.M. The meeting location is at the 9-11 Memorial parking lot located across from 1900 E 9th Ave, Tampa, FL 33605

Sheriff's Operation Center 2008 E. 8 th Avenue Tampa, FL 33605	9-11 and Fallen Officer Memorial Parks	Freddie Solomon Annex
SOC Gym Facility	SOC Overflow Lot	

Pre-Bid Site Visit 2: June 25th, 2024, immediately following Pre-Bid Site Visit #1

PLACE: **78th Street Uniform Store** 3310 S 78th St Tampa, FL 33619 **Pre-Bid Site Visit 3:** <u>June 25th, 2024</u>, immediately following Pre-Bid Site Visit #2. The meeting location is in the public parking lot near booking at the Orient Road Jail.

PLACE: Orient Road Jail 1201 Orient Rd Tampa, FL 33619

Pre-Bid Site Visit 4: June 25th, 2024, immediately following Pre-Bid Site Visit #3

PLACE: HCSO Aviation Hangar (High Security Area) 5808 Wilkins Rd Tampa, FL 33610

Pre-Bid Site Visit 5: June 26th, 2024, 8:00 A.M. The meeting location is the Administration Building. Follow the signs from the four-way stop sign.

PLACE: Walter C. Heinrich Practical Training Site 14063 CR 39

Lithia, FL 33547

Pre-Bid Site Visit 6: June 26th, 2024, immediately following Pre-Bid Site Visit #5. The meeting location is in front of the main entrance of the Falkenburg Road Jail.

Falkenburg Road Jail	Falkenburg Road Warehouse	Pinebrooke Business Park
520 N. Falkenburg Rd	2310 N. Falkenburg Rd	1501 N. Falkenburg Rd
Tampa, FL 33619	Tampa FL 33619	Tampa, FL 33619
-	-	-

Pre-Bid Site Visit 7: June 26th, 2024, immediately following Pre-Bid Site Visit #6

PLACE: Occupational Health & Wellness Clinic 9550 E. Columbus Dr. Tampa, FL 33619

PART A - GENERAL TERMS AND CONDITIONS

 <u>BIDS</u>: 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. <u>To prevent inadvertent opening, the</u> <u>Bid must be marked as a BID DOCUMENT (including the Bid number, date, and time of Bid</u> <u>opening) on the outside of the package.</u>

If our specifications, when included, are not returned with your Bid, and no specific reference is made to them in your BID 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 BID 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 BID RESPONSE, *Exceptions* (PART D, Paragraph 1).

- 2. <u>BID DELIVERY</u>: The responsibility for getting the Bid to the HCSO on or before the stated time and date will be solely and strictly the responsibility of the Supplier. 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 Supplier shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Bids will not be accepted after the time specified for receipt.
- 3. <u>ON-LINE DOCUMENTS</u>: The HCSO publishes procurement-related documents on its website at <u>https://TeamHCSO.com/Purchasing</u> for the convenience of companies wanting to do business with the HCSO and to save tax dollars. This service is a 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 bid.
- 4. <u>TIME FOR CONSIDERATION</u>: Supplier warrants, by virtue of bidding, the prices quoted in their response will be good for an evaluation period of 60 calendar days from the date of bid opening unless otherwise stated. <u>Suppliers will not be allowed to withdraw or modify their Bids after the opening time and date</u>.
- 5. <u>PRICES</u>: All bids submitted must show the <u>net bid price</u> 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.

<u>The Supplier's attention is directed to the laws of the State of Florida including, but not</u> limited to, Chapter 212, Florida Statutes, which applies to all transactions resulting from this Bid, and that all applicable taxes and fees shall be deemed to have been included in the BID RESPONSE (PART D) as part of the materials cost, when applicable.

6. <u>BID ERRORS</u>: When errors are found in the extension of bid prices, the unit price will govern. Bids having erasures or corrections must be initialed in ink by the Supplier.

- 7. <u>CONDITION OF MATERIALS AND PACKAGING</u>: Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Bid 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. <u>CLAIMS</u>: The Awarded Supplier will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
- 9. <u>WHEN TO MAKE DELIVERY</u>: Deliveries resulting from this Bid are to be made during the normal working hours of the HCSO. It is the Supplier's responsibility to obtain this information.
- 10. <u>INFORMATION AND DESCRIPTIVE LITERATURE</u>: Suppliers must furnish all information requested in the Bid. If specified, each Supplier 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. Bids which do not comply with these requirements will be subject to rejection.
- 11. <u>BID SUBMITTAL COSTS</u>: Submittal of a Bid is solely at the cost of the Supplier and the HCSO is in no way liable or obligates itself for any cost incurred by the Supplier in preparing the Bid Package.
- 12. <u>NO BID</u>: If you do not wish to submit a response to the Bid, please return the STATEMENT OF NO BID herein as APPENDIX II. The "No Bid" information is helpful to the process and assures the HCSO you wish to remain on the HCSO Supplier List.
- 13. <u>COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)</u>: The Supplier certifies that all material/items contained in their response meets all OSHA requirements.
- 14. <u>LAWS, STATUTES, AND ORDINANCES</u>: The terms and conditions of the Bid and the resulting Agreement shall be construed in accordance with the laws and statutes of the state of Florida and ordinances and other regulations of Hillsborough County. Where such statutes and regulations are referenced, they shall be interpreted to apply to this Bid and to the resulting Agreement. While the Sheriff is not bound by Chapter 287, *Florida Statutes*, in the spirit of fair dealing and just opportunity, the HCSO endeavors to meet the directives and business practices articulated in the Chapter.

The Supplier'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 the 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 laws, ordinances, regulations, and rules of the Federal, State, County and City which may be applicable to its services.

- 15. <u>FAMILIARITY WITH LAW</u>: The Supplier 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 Supplier will in no way relieve him from responsibility.
- 16. <u>ACCEPTANCE AND REJECTION</u>: The HCSO reserves the right to reject any or all bids, for cause, to waive irregularities, if any, and to accept the Bid (or Bids) which, in the judgment of the Sheriff, are in the best interest of the HCSO. The HCSO reserves the right to evaluate, add, and/or reject any items from any bid options or resulting contract(s) when deemed to be in the best interest of the HCSO.
- 17. <u>APPROPRIATION OF FUNDS</u>: The HCSO, as an entity of local government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this Bid for each and every fiscal year following the fiscal year in which this Contract is executed and entered into, and for which the Contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Contract, provide prompt written notice of such event and effective 30 calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such Contract.
- 18. <u>PROTESTS</u>: Any Supplier who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all Bids must submit a notice of protest in writing within 72 hours (excluding HCSO holidays, Saturdays, and Sundays) of the notice of award to the HCSO Purchasing Section by registered mail or hand delivery for which a receipt must be provided.

A. The HCSO will have five (5) business days upon receipt of the notice to review and consider the protest as written. The Buyer will coordinate the review process with the parties involved and may request additional information from the Supplier or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Buyer will make a recommendation to the Chief Financial Officer (CFO).

B. The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the Supplier in writing. This decision, and the basis upon which it was made, will be communicated to the Supplier within five (5) business days following the receipt of the recommendation from the Purchasing Section. A single appeal of the CFO's decision is available by submitting a notice in writing within 72 hours (excluding HCSO holidays, Saturdays, and Sundays) requesting a management review of the decision. Final decision of an appeal will be made by the Sheriff.

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

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

20. <u>PUBLIC ENTITY CRIMES</u>: Pursuant to §§287.132-133, *Fla. Stats.*, the HCSO, as a public entity, may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, *Fla. Stat.*, for Category Two (\$35,000) with any person or affiliate on the convicted Supplier list for a period of 36 months from the date that the person or affiliate was placed on the convicted Supplier 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 Bid, you are certifying that §§287.132-.133, *Fla. Stats.*, does not restrict your submission.

21. <u>PUBLIC RECORDS</u>: Any material submitted in response to this Bid will become a public document pursuant to §119.07, *Fla. Stat.* This includes material which the respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, *Fla. Stat.* The Supplier agrees to comply with §119.0701, *Fla. Stat.*, regarding maintenance and provision of access to all public records generated by this Contract with the HCSO.

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

If the Supplier has questions regarding the application of Chapter 119, Florida Statutes, to the Supplier'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 <u>HCSORecords@HCSO.Tampa.FL.US.</u>

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

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Wilham V. Spinelli, CPA Chief Financial Officer

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By: =

SIGNATURE OF ACKNOWLEDGMENT

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

Company Name

Company Officer Name (Printed)

Title

Company Officer Signature

Date

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID. EACH COMPANY'S BID, AND ANY CLARIFICATIONS TO THAT BID, 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 BID RESPONSE, *EXCEPTIONS* (PART D, PARAGRAPH 1).

PART B - SPECIAL PROVISIONS

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

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

- 2. <u>THE SUPPLIER PACKET</u>: The completed APPENDIX I must be returned with your Bid Response along with copies of Hillsborough County Business Tax Receipt, other local government, or state business license(s).
- 3. <u>SUPPLIER QUALIFICATIONS</u>: Bids 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 Bid. Suppliers 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 Supplier, the HCSO reserves the right to investigate the financial condition, experience and training records, personnel, equipment, facilities, and organization of the Supplier. The HCSO shall determine whether the evidence of responsibility and ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory. The Sheriff reserves the right to reject a Bid when evidence indicates the inability to perform the work specified within the Bid.
- 4. <u>BACKGROUND CHECKS</u>: The HCSO requires background checks of the Awarded Supplier's employees, agents, representatives and Subcontractors that will be working on HCSO property. The cost of the background checks will be borne by the HCSO. The HCSO may require the Awarded Supplier to exclude the Awarded Supplier's employees, agents, representatives or Subcontractors based on the background check results. In addition, the Awarded Supplier must ensure that all of its employees, agents, representatives and Subcontractors have a responsibility to self-report to the Awarded Supplier within three (3) calendar days any arrest for any disqualifying offense. In this instance, "disqualifying offense" means an offense that is a felony or that has a direct nexus to an individual's proposed or current field of licensure, certification, or employment. The Awarded Supplier must notify the Project Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the HCSO, the Awarded Supplier will have its employees, agents, representatives and Subcontractors re-screened during the term of the Contract.

- 5. E-VERIFY REQUIREMENT: Pursuant to §448.095, Fla. Stat., the Sheriff 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 Sheriff has a good faith belief that the Awarded Supplier has knowingly violated §448.09(1), Fla. Stat., the contract will be terminated. If the Sheriff has a good faith belief that a subcontractor knowingly violated this subsection, but the Awarded Supplier otherwise complied with this subsection, the Sheriff 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 Sheriff 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 Sheriff as a result of the termination of a contract.
- 6. <u>SUBCONTRACTING</u>: Subcontractors may be used to perform work under this contract. The Awarded Supplier may not sublet or subcontract any of the contractual obligations concerning this Bid matter except as provided for in the written Contract between the HCSO and 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.
- 7. <u>CERTIFICATE OF INSURANCE</u>: No Work shall commence in connection with this Contract until the Awarded Supplier and any Subcontractor(s) have met the insurance requirements listed below and obtained approval of such by the HCSO. These policies, obtained at the Contractor's own expense, shall show Chad Chronister, Sheriff, as additional named insured; include the severability of interest provision; provide that all liability coverage required under contract are primary to any liability insurance carried or any self-insured programs of the Sheriff; and shall be maintained throughout the life of this Contract. All insurance policies shall be with insurers qualified and doing business in the state of Florida. The HCSO must be notified within sixty calendar days of cancellation, non-renewal, or change in the insurance coverage.

A. <u>Worker's Compensation Insurance</u>: Worker's Compensation Insurance must meet statutory minimum requirements for all employees connected with the Work of this project and in case any Work is sublet, the Awarded Supplier 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 Awarded Supplier. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous Work under this Contract at the site of the project is not protected under the Worker's Compensation statute, the Awarded Supplier shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the HCSO for the protection of their employees not otherwise protected. The minimum amounts required are as follows:

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

B. <u>Contractors Public Liability and Property Damage Insurance</u>: Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance which shall protect the Contractor from claims for damage and personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor shall be the minimum limits as follows:

1. Comprehensive General	\$300,000 bodily injury and property
	damage combined single limit.
2. Automobile	\$300,000 bodily injury and property
	damage combined single limit.

C. <u>Professional Liability Insurance</u>: Professional Liability Insurance shall meet the following minimum amounts:

1. \$500,000 per occurrence; and

2. \$1,000,000 aggregate.

D. <u>Comprehensive Insurance Coverage</u>: Comprehensive General Liability and Automobile Liability Insurance which shall protect the Contractor from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor. The minimum amounts of such insurance shall be as follows:

Commercial/Comprehensive General Liability:

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

- 8. <u>MANUFACTURER'S NAME</u>: Any manufacturers' names, trade names, brand names information, and/or catalog numbers when furnished are for the purpose of description, reference, and establishing general quality levels. Such references are not intended to be restrictive, and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by the HCSO and such determination shall be final and binding upon all suppliers. The HCSO will not allow substitutions to the brand name, model number or the configuration of the requested equipment or service unless authorized in writing. All items not specifically mentioned but which are standard factory items shall be included. Manufacturer's specification sheets shall be furnished upon request.
- 9. <u>CONFLICT OF INTEREST</u>: The Supplier agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, *Fla. Stat.,* regarding standards of conduct for public officers, employees of agencies, and local government attorneys.

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

10. <u>AWARD</u>: Award shall be made to the most Responsive and Responsible Supplier meeting specifications, price and other factors considered. HCSO reserves the right to award by line item or by overall total, whichever is deemed in the best interest of HCSO and/or Hillsborough County. Award may be made to more than one (1) Supplier to ensure that work is completed in a timely manner.

If the HCSO awards the entire bid, or line items, to more than one (1) Supplier then orders will be placed as needed. The determination of which Awarded Supplier the HCSO will place order with will be decided by price, lead times and other operational needs at the time of the order.

Award will be dependent upon the determination that the Bids are responsive, Suppliers are responsible, evaluation criteria stated in the Bid Document and any other evaluation criteria deemed relevant and beneficial. Bids and Suppliers determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation. Tabulation of the Bid prices and Supplier rankings, if applicable, will be published at the time of Award. All Suppliers responding with a Bid will receive a copy of the Bid tabulation.

Notification of Award will be sent to the Supplier receiving the Award. Bid results will be published on the HCSO website at <u>https://TeamHCSO.com/Purchasing</u>.

In the Event two (2) or more Suppliers have submitted the lowest and best Bids, preference may be given in the Award in the following order. First, to the Supplier who has their principal place of

business in Hillsborough County; second, to the Supplier who has a place of business in Hillsborough County; and third, if the Suppliers involved in the "tie bid" situation are all located inside/outside Hillsborough County, the toss of a coin may be used to break the tie.

11. <u>BID OPENING</u>: The Bid Opening will *not* be open to the public. Bids 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 Bid opening will then be posted to the HCSO website <u>https://TeamHCSO.com/Purchasing</u>.

A. Bids must be received by the HCSO Purchasing Section no later than the time and date shown within this Bid document. Suppliers mailing their Bid Packages should allow for normal mail time to ensure receipt by HCSO prior to the time and date fixed for the acceptance of the bids. Bids or unsolicited amendments to bids 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 bids 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 Supplier.

C. It is understood and agreed upon by the Supplier in submitting a Bid 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 Bids received; competitive technical information; competitive price information; and the HCSO evaluation concerns about competing Bids. Information released after award is subject to the disclosure requirements of the Chapter 119, *Fla. Stat.* Suppliers are enjoined from discussing or disclosing the content of any Bid with competing Suppliers during the evaluation and negotiation process.

- 12. <u>ACCEPTANCE AND REJECTION</u>: The HCSO reserves the right to reject any or all Bids, for cause, to waive irregularities, if any, and to accept the Bid (or Bids) which, in the judgment of the Sheriff, are in the best interest of the HCSO. The HCSO reserves the right to evaluate, add, and/or reject any items from any Bid options or resulting contract(s) when deemed to be in the best interest of the HCSO.
- 13. <u>CONTRACT PERIOD</u>: The Contract shall be effective for one (1) year from the date of award. By written mutual consent between the HCSO and the Awarded Supplier, the Contract may be extended on an annual basis for up to three (3) additional one (1) year periods.
- 14. <u>ESCALATION/DE-ESCALATION</u>: The HCSO will allow an escalation/de-escalation provision in this Bid. The escalation/de-escalation will be allowed provided the Awarded Supplier(s) notify the HCSO's Financial Services Division of the pending increase or decrease a minimum of 60 calendar days prior to the end of each one (1) year period for which the Bid was awarded. Said notification shall consist of manufacturer's proof of increase and shall include each individual item, the amount of increase/decrease, and the applicable Bid Item Number. Failure to comply with these instructions shall be grounds for disallowance of the escalation/de-escalation clause as stated herein.

- 15. <u>ADDITION/DELETION</u>: The HCSO reserves the right to add or delete any items from this Bid or resulting Contract(s) when deemed to be in the best interest of the HCSO. Any additions or deletions to the Bid will be considered amendments. Any additions or deletions to the Contract will constitute a Change Order and must be executed in writing and approved by the Chief Financial Officer (CFO). The Change Order will consist of a memo to the CFO describing the justification for the item addition accompanied by the Awarded 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 Bid tabulation/price sheet.
- 16. <u>CANCELATION</u>: When deemed to be in the best interest of the HCSO, any contract(s) resulting from this Bid may be canceled by the following means:
 - 1) 10 calendar days' written notice with cause, or;
 - 2) 30 calendar days' written notice without cause.

If it becomes necessary to terminate the Contract without cause, all items and/or materials provided through the date of receipt of written notice of cancelation may be invoiced to the HCSO, and will be considered for payment providing documentation of said expenses are forwarded with the request for payment. An award may be made to the next best responsive Bid and responsible Supplier based on evaluation, or articles specified may be purchased on the open market similar to those so terminated.

- 17. <u>ASSIGNMENT</u>: The Awarded Supplier will not assign, transfer, convey, or otherwise dispose of this contract or any part thereof, or of its right title or interest therein or its power to execute this contract or any amendment or modification hereto, to any other person, company or corporation, without prior written consent of the HCSO. Sale of a majority of corporate stocks, filing for bankruptcy or reorganization shall be considered an assignment.
- 18. <u>DEFAULT</u>: 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 Bid and responsible Supplier 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 Bid, 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 Supplier List and determined ineligible for future contracts at the discretion of the CFO.
- 19. <u>NEXT BEST SUPPLIER</u>: In the event of a default by the Awarded Supplier, or cancelation by HCSO, the HCSO reserves the right to utilize the next best responsive Bid and responsible Supplier. In the event of this occurrence, the new Awarded Supplier shall be required to provide the Bid items at the prices as contained in their BID RESPONSE (PART D), for the remainder of the award period.
- 20. <u>DELIVERY</u>: Product(s) ordered shall be delivered in accordance with estimated time for delivery identified in BID RESPONSE (PART D), if indicated. Failure to do so shall be considered a breach of Contract or default and the HCSO may utilize its options as stated herein. Any backordered product(s) shall be made available within ten (10) calendar days of the time of

backorder (original date of receipt). If the backorder cannot be filled within the time frame of this requirement, the HCSO's Purchasing section shall be notified, in writing, thus permitting the HCSO to obtain the required materials/items and/or exercise its options as stated herein.

- 21. <u>EMERGENCY</u>: If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this Contract and procure the item(s) from the most available source.
- 22. <u>INVOICING AND PAYMENTS:</u> The Awarded Supplier(s) may invoice the HCSO for item(s) orders as delivered. All invoices must have a unique invoice number and include the following: date of purchase, shipping locations, item description, item quantity shipped, item/stock number, unit price, and the HCSO Purchase Order number (unless payment is to be made by HCSO Purchasing Card).

Timely payment of invoices is incumbent upon the HCSO and in no case shall payment exceed 45 calendar days from date of receipt of a properly approved application/invoice.

Invoices shall be e-mailed to <u>AccountsPayable@HCSO.tampa.fl.us</u>.

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

Payment shall be made in accordance with Chapter 218, Part VII, *Florida Statutes*, which states the Supplier's rights and the HCSO's responsibilities concerning interest penalties and time limits for payment of invoices. Timely payment of invoices is incumbent upon the HCSO and in no case shall payment exceed 45 calendar days from date of receipt of a properly approved application/invoice.

- 23. <u>EXCEPTIONS TO BID</u>: All Bid Responses must clearly state with specific detail all deviations to the requirements imposed upon the Bid by the GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C). Such deviations should be stated upon the BID RESPONSE (PART D), or appended thereto. Suppliers are hereby advised that the HCSO will only consider Bid Responses that meet the specifications and other requirements imposed upon them by this Bid. In instances where an exception is stated upon the BID RESPONSE (PART D), said Bid Response will be subject to rejection by the HCSO in recognition of the fact that said Bid Response does not meet the exact requirements imposed upon the Supplier by the GENERAL TERMS AND CONDITIONS (PART A) SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C).
- 24. <u>SUPPLIER DIVERSITY</u>: To ensure the maximum participation in posted HCSO solicitations, the HCSO Purchasing Office submits all postings to the Florida Department of Management Services' Office of Supplier Diversity (OSD) and the Hillsborough County MBE/SBE Programs Office. These offices will then share the posted opportunities with OSD certified suppliers to ensure exposure to businesses and increase the number of eligible Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) and Small Business Enterprise (SBE) suppliers in the area while also expanding the overall participation rate for DM/DWBE and SBE suppliers, and overall providing greater opportunities to disadvantaged businesses.

25. <u>GOVERNMENTAL PURCHASING COUNCILS</u>: All bids received shall be considered as bids to all members of the Hillsborough County and Tampa Bay Area Government Purchasing Councils, as listed below. Said members may, at their discretion, utilize this Bid as required.

Children's Board of Hillsborough County City of Belleair Beach City of Clearwater City of Dunedin City of Gulfport City of Indian Rocks Beach City of Largo City of Oldsmar City of Pinellas Park City of Plant City City of Safety Harbor City of Saint Pete Beach City of Saint Petersburg City of Tampa City of Tampa Housing Authority City of Tarpon Springs City of Temple Terrace City of Treasure Island Clerk of Court and Comptroller of Hillsborough County Hillsborough County Expressway Authority Hernando County Hillsborough Area Regional Transit Authority Hillsborough Community College

Hillsborough County Aviation Authority Hillsborough County Board of County Commissioners Hillsborough County Property Appraiser Hillsborough County School Board Hillsborough County Supervisor of Elections Hillsborough County Tax Collector Manatee County Board of Commissioners Pasco County Clerk and Comptroller Pasco County Schools Pasco County Sheriff Pinellas County Clerk of the Court Pinellas County Government Pinellas County School Board Pinellas County Sheriff Pinellas Suncoast Transit Authority Saint Petersburg College State Attorney's Office Tampa Airport Tampa Bay Water Tampa Palms Community Development District Tampa Port Authority Tampa Sports Authority Town of Indian Shores

PART C - SPECIFICATIONS

- 1. <u>IN GENERAL</u>: The purpose of this Invitation to Bid 2024-012 is to describe the requirements of the HCSO in order to secure a qualified landscaping contractor to perform regular maintenance of the grounds at various Sheriff's Office locations throughout Hillsborough County.
- 2. <u>SPECIFICATIONS</u>: The requirements of this Bid are to obtain fixed pricing for landscaping services as listed in Bid Response (PART D, Paragraph 2). The Hillsborough County Sheriff's Office wants assistance with landscaping to provide a minimum of 35 site visits per year to each location. The Awarded Supplier will do the grounds and landscaping maintenance as outlined in the Scope of Work.
- 3. <u>SCOPE OF WORK:</u> Regular grounds and landscaping maintenance services at the properties identified will be required on an ongoing year-round basis. It is understood that seasonal changes vary the type and frequency of work to be performed. The Awarded Supplier will be expected at each location a minimum of twice per month to monitor and perform the work as needed. The Awarded Supplier will use procedures consistent with industry standards of horticultural practices to ensure normal, vigorous, and healthy growth of turf and landscape plantings and to discourage weeds and pests. Parking lots, walkways, entrances, and other maintenance access points, as well as, signage and lighting will be kept accessible and clear of overhanging branches and shrubs and accumulation of leaves or debris.
- 4. <u>REGULAR MAINTENANCE</u>: Each visit will consist of grounds and landscape maintenance of the following for each HCSO location:
 - A. Turf Maintenance
 - i.) Mowing, Edging and Trimming
 - a.) Remove litter and debris from turf areas before mowing.
 - b.) Remove litter and debris from all areas of the property.
 - c.) Mow turf areas as needed to keep it properly maintained to HCSO standards.
 - d.) Edging and trimming to curtail growth up or over curbs, sidewalks, fence lines, and walls as needed to maintain a neat appearance.
 - ii.) Fertilizing Fertilizing as needed to maintain a neat appearance to HCSO standards. Safety Data Sheets (SDS) for all products shall be made available upon request.
 - Weed Control Weed control as needed to maintain a neat appearance to HCSO standards. Safety Data Sheets (SDS) for all products shall be made available upon request.
 - B. Trees, Palms, Shrubs, and Ground Cover Maintenance
 - i.) Pruning
 - a.) Prune regularly to enhance natural growth, aesthetic shape, or other functions as intended and to keep clear of pedestrian or vehicular traffic.

- b.) Seasonally as is appropriate for the shrub or tree.
- ii.) Fertilizing Fertilizing as needed to maintain a neat appearance to HCSO standards. Safety Data Sheets (SDS) for all products shall be made available upon request.
- C. Plant Beds and Mulch Maintenance
 - i.) Weed Control Keep planting beds and tree wells free of weeds. Hand pulling or other mechanical methods are to be used. Chemical applications for weed control are discouraged and may not be used unless pre-approved by the Facilities Management Project Manager or their designee.
 - ii.) Mulch
 - a.) Mulch beds requiring sweeping or raking mulch to maintain a neat appearance to HCSO standards.
 - b.) Annually, all mulched areas are to be refreshed with pine bark mulch or rubber mulch, depending on the location.
- D. Hardscape Parking lots, sidewalks, perimeter walls, memorials, patios, roof gutters, roadway gutters will be kept clear of litter, plant debris, clippings, leaves etc.
- E. Plant debris removal All plant debris and trash resulting from plant and turf maintenance is to be collected and disposed of per county ordinance by the Awarded Supplier. (Litter collected from the property may be placed in HCSO dumpsters on site).
- F. Fertilizer, weed, and pest control will be the responsibility of the Awarded Supplier.
- G. Walter C Heinrich Practical Training Site (WCHPTS) This is a 180-acre secure training site that has approximately 20 structures, nine (9) outdoor ranges, a bomb berm, a driving pad, a pursuit course, and several berms throughout the facility. This facility will require large tractors with mowers for the open grass areas, as well as, regular maintenance of landscaping and hardscaping.

5. <u>EXCLUDED SERVICES OR SPECIAL PROJECTS:</u>

- A. Turf (sod) or plant replacement due to damage not caused by Awarded Supplier or turf or plant additions requested or approved by HCSO will be quoted upon request and will include estimated labor hours at base labor rate and materials at cost plus percentage markup.
- B. Irrigation System The Awarded Supplier should determine the watering schedule based on local ordinances and provide the best plant/turf care within regulations. HCSO will provide periodic system testing and repair. The Awarded Supplier will be expected to notify HCSO personnel of any irrigation system problems or system programming needs.
- C. Annual tree trimming and clearing maintenance for trees requiring lift equipment to access.
- D. Tree removal due to storm damage or disease.

6. <u>ADDITIONAL SPECIFICATIONS:</u>

- A. **<u>Background:</u>** Background checks will be performed on all employees who are assigned to this contract. A 5-day notice will be required when a different employee, who is normally assigned to work inside any high-security area, will be substituted.
- B. <u>Maintenance:</u> The maintenance portion of the contract shall include all labor, supplies, chemicals, and equipment necessary to test, treat, and maintain the equipment.
- C. <u>Location of Work:</u> The location(s) the work is to be performed, completed, or delivered to is/are at
 - Site Location 1
 - Malcolm E. Beard Sheriff's Operation Center (SOC)
 - SOC Gym Facility
 - SOC Overflow Lot
 - 9-11 and Fallen Officer Memorial Parks
 - Freddie Solomon Annex
 - HCSO History Museum
 - Site Location 2
 - o 78th Street Uniform Store
 - Site Location 3
 - Orient Road Jail, Exterior
 - Orient Road Jail, Interior (High-Security Area)
 - Site Location 4
 - HCSO Aviation Hangar (High-Security Area)
 - Site Location 5
 - Walter C. Heinrich Practical Training Site
 - Site Location 6
 - Falkenburg Road Complex Warehouse / K-9 Section
 - Site Location 7
 - Falkenburg Road Jail, Exterior
 - Falkenburg Road Jail, Interior (High-Security Area)
 - Site Location 8
 - Pinebrooke Business Park (Pinebrooke 1-4)
 - Pinebrooke 5
 - Site Location 9
 - Occupational Health & Wellness Clinic
- D. **Workspace:** The Hillsborough County Sheriff's Office will not provide workspace for the Awarded Supplier.

- E. <u>Minimum Qualification Requirements:</u> The Supplier must have large property maintenance experience as well as meet the following minimum qualification requirements. Suppliers that do not meet these minimum requirements will not be considered.
 - a. Suppliers may be required to furnish evidence in writing that they maintain a permanent place of business within Hillsborough County, Florida. The HCSO reserves the right to inspect the Supplier's place of business and equipment prior to award of any contract, for determining the ability to meet terms and conditions as set forth herein.
 - b. Suppliers shall have engaged in business within the Hillsborough County area for a period of no less than the past five (5) years and shall provide references upon request.
 - c. Suppliers must have adequate equipment, finances, and personnel to furnish the item or service offered satisfactorily and expeditiously.
 - d. Suppliers shall employ only qualified operators and personnel who are skilled in the performance of the Work. All employees of the Supplier who 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 HCSO's policies and procedures which include the prohibition against the use of any tobacco products on any HCSO property.
 - e. The Awarded Supplier shall be required to provide a list to include all personnel names and changes as they occur.
 - f. The Awarded Supplier shall have proper tools, equipment, facilities, and any other requirement to successfully perform the Work. All equipment necessary to perform work under this contract which requires certification with the State of Florida shall be current.
 - g. Upon request, the Awarded Supplier shall provide proof of training certificates acquired by its employees demonstrating the quality level of their expertise and training.
 - h. By signature on their Bid Package, the Supplier certifies that all services provided under this contract (and all potential subcontractors) shall be performed in the United States.
 - i. Subcontractors may be used to perform work under this contract. If an Awarded Supplier intends to use subcontractors, the Supplier must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.
 - i. Subcontractor experience shall be considered in determining whether the Supplier meets the requirements set forth herein.
 - ii. If a proposal with subcontractors is selected, the Supplier must provide the following information concerning each prospective subcontractor within five (5) business days from the date of the HCSO's request.
 - Complete Name of the Subcontractor or DBA
 - Complete Address of the Subcontractor
 - Type of work Subcontractor will perform
 - Evidence that the Subcontractor holds a valid Business License
 - Percentage of Work Subcontractor will be providing

- A written statement, signed by each proposed subcontractor that clearly verifies that Subcontractor is committed to render the services required by the contract
- iii. A Supplier's failure to provide this information, within the time set, may cause HCSO to consider their Bid non-responsive. Note that if the Subcontractor will not be performing work within Florida, they will not be required to hold a Florida business license.
- j. Contract Personnel. Any change of the key project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the General Services Representative. Changes that are not approved by the HCSO may be grounds for the HCSO to terminate the contract.
- F. <u>Minimum Technical Requirements:</u> The Supplier must meet the following minimum technical requirements. Suppliers that do not meet these minimum requirements will not be considered.
 - a. Factory Authorized Distributor for product.
 - b. Certification in related field or service.
- G. <u>Miscellaneous Requirements</u>: The Awarded Supplier must be able to provide proof of current general business liability insurance and proof of worker's compensation insurance before the award.
- H. <u>**Time for Consideration:**</u> Supplier warrants, by virtue of bidding, the prices quoted in their response will be good for an evaluation period of 60 calendar days from the date of Bid opening unless otherwise stated. Suppliers will not be allowed to withdraw or modify their Bids after the opening time and date.
- I. <u>Warranty:</u> The Awarded Supplier will warrant all replacements and repairs for a one (1) year period from the date of the Work completion. If a failure develops during the warranty period, the Awarded Supplier is responsible for repairs at no cost to HCSO.
- J. <u>Additional Information:</u> Safety Data Sheets (SDS) shall be made available to HCSO upon request for pest control, weed control, fertilizer, and any other chemicals or products used at any HCSO facility.
- K. <u>Hidden Damages:</u> When hidden conditions or damage are discovered after the Work or repairs have commenced, the Awarded Supplier must advise the HCSO Representative in charge as to the nature and the extent of the hidden conditions or damage and provide a written estimate of additional repairs needed. No additional Work shall commence until approved by the HCSO Representative.
- L. <u>**Performance Report:**</u> When applicable, performance reports will be provided monthly for the Term of the Contract.

- M. <u>Security:</u> When applicable, personnel or contractors performing work at locations will not be escorted by HCSO personnel after a background check has been completed. It should be understood that the Work could be interrupted by an emergency, safety, or security issue at any time. No additional charges will be allowed due to this type of service interruption.
 - a. All persons entering an HCSO facility shall not have weapons, or tobacco/vape products.
 - i. Cell phones are not permitted in high security areas.
 - ii. Upon entrance to high-security areas all vehicles will be inspected by HCSO deputies for illegal contraband, weapons, and ammunition.
 - b. All personnel are expected to wear appropriate working attire and may be denied access if attire is considered inappropriate. Safety vests or high visibility shirts may be worn in the Jail Facilities, if Work requires it, but may NOT be orange or red in color.
- 7. <u>PRESAMPLES</u>: Samples will not be required for <u>Landscaping Services</u> in this solicitation.
- 8. <u>EVALUATION OF BIDS</u>: Initially all proposals submitted, that meet the submission requirements, will be reviewed to determine if the Supplier is both responsive in terms of the completeness of the submittal Bid 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.
- 9. <u>PARTIAL SHIPMENTS or SERVICE</u>: Partial services will not be accepted unless requested by the Buyer or authorized representative. If the Awarded Supplier sends a partial service invoice to HCSO for any work or service not specifically listed on any purchase order without HCSO's prior coordination and approval, HCSO has the right to reject such payment for service rendered without prior approval.
- 10. <u>FINAL INSPECTION AND ACCEPTANCE</u>: Final inspection and acceptance of all services specified under this contract shall be accomplished by the Project Manager or their designee.

PART D - BID RESPONSE

The undersigned understands that this Bid Package **must be signed in ink** and that an **unsigned** Bid Package will be considered nonresponsive and subject to rejection by 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 SUPPLIER 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 SUPPLIER MAKES THIS BID.

* * * USE INK ONLY * * *

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS

BID PACKAGE TO BE CONSIDERED BY THE HCSO

EXCEPTIONS TO BID: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS BID PACKAGE TO BE REJECTED BY THE HCSO. ALL SUPPLIERS SHOULD CAREFULLY READ PARAGRAPH 23 OF THE SPECIAL PROVISIONS (PART B).

1. <u>EXCEPTIONS</u>: 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 Bid Package is based, to wit:

2. <u>PRICING</u>: The undersigned has carefully examined the Bid Package and all conditions affecting the cost of the item(s) and service(s) required by the HCSO. Pricing should be all inclusive.

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

We hereby propose to furnish the below described service or commodity in accordance with the Bid Package, except as noted on attached Exceptions Form:

	Total Monthly Billing Amoun	t (By Locatio	on)	
Item	Description	Frequency	Unit of Measure (UoM)	Price
	Grounds Maintenance as listed in Par	rt C - Paragraph	2	
	Site Location 1			
1	Malcolm E. Beard Sheriff's Operation Center (SOC)	Monthly	LS	\$
2	9-11 and Fallen Officer Memorial Parks	Monthly	LS	\$
3	Freddie Solomon Annex	Monthly	LS	\$
4	SOC Gym Facility	Monthly	LS	\$
5	SOC Overflow Lot	Monthly	LS	\$
6	HCSO History Museum	Monthly	LS	\$
	Site Location 2			
7	78 th Street Uniform Store	Monthly	LS	\$
	Site Location 3			
8	Orient Road Jail, Exterior	Monthly	LS	\$
9	9 Orient Road Jail, Interior (High Security Area) Monthly I		LS	\$
	Site Location 4			
10	HCSO Aviation Hangar (High Security Area)	Monthly	LS	\$
	Site Location 5			
11	Walter C. Heinrich Practical Training Site	Monthly	LS	\$
	Site Location 6			
12	Falkenburg Road Complex Warehouse / K-9 Section	Monthly	LS	\$
	Site Location 7			
13	Falkenburg Road Jail, Exterior	Monthly	LS	\$
14	Falkenburg Road Jail, Interior (High Security Area)	Monthly	LS	\$

	Total Monthly Billing Amount (By Location)				
Item Description		Frequency	Unit of Measure (UoM)	Price	
	Grounds Maintenance as listed in Par	t C - Paragraph	2		
	Site Location 8				
14	Pinebrooke Business Park (Pinebrooke 1-4)	Monthly	LS	\$	
15	Pinebrooke 5	Monthly	LS	\$	
	Site Location 9				
16	Occupational Health & Wellness Clinic/Chapman Warehouse	Monthly	LS	\$	
	Total				
17	17Total Monthly CostMonthlyLS\$		\$		
Excluded Services					
18	Excluded services or special projects labor cost.	As Requested	Cost Plus %	\$	
19	Excluded services or special projects material cost.	As Requested	Hourly	\$	

3.	<u>SUPPLIER ORDER INSTRUCTIONS</u> : 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:		
4.		<u>TION</u> : Provide the contact infor e print the information below):	mation for the individual submitting
	Company Name:		
	Contact Name & Title:		
	Address:		
			_Zip Code:
	Office: ()	Mobile: ()	Fax: ()
	Email :		
		d of contact for questions regard	

SIGNATURE OF AFFIRMATION AND DECLARATION

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

The below named Supplier affirms and declares:

- a) That Supplier is of lawful age and that no other person, firm, or corporation has any interest in this Bid offered to be entered into:
- b) That this Bid 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 Supplier is not in arrears to Hillsborough County or the HCSO upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the HCSO;
- d) That no officer, employee, or person whose salary is payable in whole, or in part, from HCSO, is, shall be, or become interested, directly, or indirectly, surety or otherwise in this Bid 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 60 days following the opening of Bids.

Respectfully submitted by,

Company Name	
--------------	--

Company Officer Name (printed)

Company Officer Signature

Title

Date

STATEMENT OF NO BID

If, for any reason, you are unable or unwilling to quote at this time, please complete the following and return it by e-mail to WAlmanzar@teamhcso.com or by fax at (813) 242-1826. Your choices or comments below will assist us in properly notifying you of future opportunities.

We, the undersigned, have declined to respond to Bid 2024- 012 for the following reason(s):

SPECIFICATIONS	NATURE OF AWARD
Specifications are too "tight" (i.e., limited to one brand or manufacturer)	Insufficient time was provided for response
Unable to meet specifications	Product or an equivalent is not offered
Specifications are unclear	Other
Please provide an explanation:	
We request to: remain on HCSO's list for future sol be removed from HCSO's list for fu	licitations in this service category. ture solicitations in this service category.
Company Name:	
Officer Name:	Title:
Address:	
City: State:	Zip Code:
Office: () Mobile: ()	Fax : ()
Email:	
Signature of Officer:	Date:

PART D – BID RESPONSE

BID CHECKLIST

Con	Company Name:			
Incl	Include this checklist as a cover page with your Bid Package:			
	ONE (1) ORIGINAL completed copy of the entire Bid Package.			
	ONE (1) Password protected Zip file electronic copy emailed to <u>purchasing@hcso.tampa.fl.us</u>			
	SIGNATURES required PARTS A and D.			
	Any Addenda or Amendments (Signatures required).			
	Completed PART D including Supplier Instructions, Bid Contact Information and Affirmation and Declaration signature page.			
	APPENDIX I – Completed <i>Supplier Packet</i> to include completed Supplier Application, W9, Direct Deposit and Business Tax Receipt or other government issued business license.			
	APPENDIX II – Pricing Matrix			
	APPENDIX III - Password for the emailed Zip file included in the physical proposal.			

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

Below is an example LABEL which is required on the OUTSIDE of your Sealed Submittal Package. Use this label which clearly marks the Bid Number and Title and return to the specified address no later than the proposal due date and time.

URGENT – SEALED SUBMITTAL PACKAGE ENCLOSED	
HILLSBOROUGH COUNTY SHERIFF'S OFFICE SHERIFF'S OPERATIONS CENTER ATTN: FINANCIAL SERVICES DIVISION – PURCHASING SECTION 2008 EAST 8 TH AVE TAMPA FL 33605 BID PACKAGE SUBMITTAL From: BID # 2024-012 LANDSCAPING SERVICES OPENING DATE/TIME: 7/30/2024 / 3:00PM	

LISTING OF ATTACHMENTS

1.	APPENDIX I	PDF	Supplier Application Packet
2.	APPENDIX II	PDF	Pricing Matrix
3.	APPENDIX III	PDF	Password for the emailed Zip file included in physical proposal.
4.	EXHIBIT A	PDF	Draft Contract Award Agreement
5.	ATTACHMENT	PDF	Additional Site Visit Date Schedule