



OFFICE OF THE SHERIFF

Chad Chronister, Sheriff
Donna Luszczynski, Chief Deputy
Hillsborough County, Florida

January 12, 2023

SUBJECT: Amendment #2 to RFQ 2023-003 Construction Services

MESSAGE: Please note and acknowledge the following changes or additions to be included in the referenced section(s) of RFQ 2023-003:

Page 17 will be replaced in its entirety to revise No. 21. INVOICING AND PAYMENTS to reflect the percentage of retainer to which progress payments will be subject. Please see attached.

Please note that this document hereby becomes part of RFQ 2023-003 and, without this document, the RFQ is considered incomplete.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrea Hartman".

Andrea Hartman
A/Chief Financial Officer

AMH/slb

Enclosures

responsible GC based on review, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Awarded GC(s) to deliver items within the time stipulated in this RFQ, unless extended in writing by the Financial Services Division, shall constitute an Agreement default. Awarded GC(s) who default on Agreements may be removed from the HCSO Supplier List and determined ineligible for future Contracts and/or Agreements, at the discretion of the CFO.

20. EMERGENCY: If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this Agreement and procure the item(s) from the most available source.
21. INVOICING AND PAYMENTS: The GC will invoice the HCSO for Work as completed. At a minimum, an invoice shall include the work site address, description of Work completed or list of goods received, and the Purchase Order number. Applications for payment will be required for partial payments or progress payments, and are acceptable in lieu of an invoice, if numbered. All applications for partial payment shall be accompanied by a schedule of values and indicate the percentage of Work completed as of the application date.

All progress payments will be subject to retainer. Projects with total cost of \$200,000 or less will be subject to 10 percent retainer. Projects with total cost greater than \$200,000 will be subject to 5 percent retainer. Approval for payment of the final invoice and release of the retainer shall be subject to the final project inspection and acceptance by the Project Manager. The retained amount should *not* be included on the final invoice but should be requested separately.

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

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

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

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

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

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

- a. Defective Work not corrected.
- b. Failure of the GC to make payments for materials, labor, equipment, or services.

ACKNOWLEDGMENT OF AMENDMENT

We do hereby acknowledge the information and/or changes described in the
Amendment #2 to RFQ 2023-003.

PLEASE PRINT – Company Name: _____

By: _____

Title: _____

Date: _____

Signature: _____

(Signed Acknowledgment must be included with your Submission)