



Invitation to Bid No. 11-18

Range Lead Removal

June 8, 2018

Chad Chronister, Sheriff

HILLSBOROUGH COUNTY
Financial Services Division
2008 E. 8th Avenue
Tampa, FL 33605



Colleen Hensley, Buyer
(813) 247-8068
chensley@hcsso.tampa.fl.us

INSTRUCTIONS TO BIDDERS

Included herein are General Terms and Conditions (Part A), Special Provisions (Part B), Technical 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 herein specified. The Bidder 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.

When awarded, the Bid Package becomes the "**Contract Document**". The Bidder's signature on the Bid Response (Part D), constitutes Bidder's agreement to the terms therein. The signature on the Bid Package must be that of an Officer of the Company or an individual authorized to commit the Company to a legal and binding contract. **READ THE ENTIRE BID PACKAGE CAREFULLY BEFORE SIGNING.**

NOTICE TO BIDDERS

WHEN SUBMITTING A SEALED BID PACKAGE, CLEARLY MARK THE PACKAGE AS A BID DOCUMENT ON THE OUTSIDE 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	6/8/18
MANDATORY PRE-BID CONFERENCES	6/14/18
DEADLINE FOR QUESTIONS AND ANSWERS	6/19/18
DEADLINE TO SUBMIT BID	6/29/18
AWARD NOTIFICATION TARGET DATE	7/13/18

LETTER OF INTENT
INVITATION TO BID NO. 11-18

The undersigned acknowledges the General Terms and Conditions of the Invitation to Bid (Bid) and intends to respond to the Hillsborough County Sheriff's Office (HCSO). We understand that any amendments, clarifications, and addenda to the Bid will be promptly communicated to the individual authorized below to receive this information.

COMPANY NAME

COMPANY ADDRESS

PRIMARY CONTACT NAME/TITLE

EMAIL ADDRESS

TELEPHONE NUMBER

FAX NUMBER

SIGNATURE

DATE

THE FOLLOWING REPRESENTATIVE(S) ** WILL ATTEND THE MANDATORY PRE-BID
CONFERENCES AND SITE VISITS

** _____
Print Name Email Address

** _____
Print Name Email Address

** _____
Print Name Email Address

**NOTE: THIS FORM SHOULD BE SENT IMMEDIATELY TO THE BUYER LISTED ON THE FRONT OF
THIS DOCUMENT AT FAX NUMBER 813-242-1826 or purchasing@hcsso.tampa.fl.us

**Hillsborough County Sheriff's Office
2008 E. 8th Avenue
Tampa, Florida 33605**

VENDOR NAME: _____

SUBJECT: INVITATION TO BID 11-18

BID TITLE: Range Lead Removal

OPENING DATE & TIME: June 29, 2018 at 3:00 pm.

PLACE: Malcolm E. Beard Sheriff's Operation Center
Financial Services Division, Purchasing Section
2008 E. 8th Avenue, Room 125
Tampa, Florida 33605

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

MANDATORY PRE-BID CONFERENCES: Both Pre-Bid Conferences must be attended.

Pre-Bid Conference #1: June 14, 2018 at 9:00 am.

PLACE: Hillsborough County Sheriff's Office
Walter C. Heinrich Practical Training Site
14063 County Road 39
Lithia FL 33547

Pre-Bid Conference #2: June 14, 2018, immediately following Pre-Bid Conference #1

PLACE: Hillsborough County Sheriff's Office
Pinebrooke Business Park
1208 Tech Blvd., Suite 102
Tampa, FL 33619

PART A - GENERAL TERMS AND CONDITIONS:

1. **Bids:** Must be contained in a SEALED envelope addressed to: Chad Chronister, Sheriff, 2008 E. 8th Avenue, Tampa, Florida 33605. **To prevent inadvertent opening, the Bid must be marked as a BID DOCUMENT (including the bid number, date and time of bid opening) on the outside of the envelope.**

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, Vendor'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 (Part D).

2. **Bid Delivery:** The responsibility for getting the Bid 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 Bidder. 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 Bidder 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. Such bids shall be returned to the Bidder unopened with the notation "This bid was received after the time designated for the receipt and opening of bids".

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 bid.
4. Time for Consideration: Bidders warrant by virtue of bidding the prices quoted in their response will be good for an evaluation period of 45 calendar days from the date of bid opening unless otherwise stated. Bidders will not be allowed to withdraw or modify their bids after the opening time and date.
5. Prices: All bids submitted must show the net bid price after any and all discounts allowable have been deducted. **Prices quoted are to be F.O.B. Destination.** All prices shall include freight (to include manufacturer to distributor), packaging, and any other similar fees. The HCSO is exempt from all state sales, use, transportation, and excise taxes. The HCSO will issue tax exemption certificates to the awarded Vendor.

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

6. Bid Errors: 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 Bidder.
7. Condition of Materials and Packaging: 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. Claims: The Vendor will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
9. When to Make Delivery: Deliveries resulting from this Bid are to be made during the normal working hours of the HCSO. It is the Bidder's responsibility to confirm this information.
10. 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 Bidders.
11. Information and Descriptive Literature: Bidder must furnish all information requested in the bid. If specified, each Bidder 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.

12. Bid Submittal Costs: Submittal of a bid is solely at the cost of the Bidder and the HCSO in no way is liable or obligates itself for any cost incurred by the Bidder in preparing the Bid Package.
13. No Bid: If you do not wish to submit a response to the Bid, please return the Statement of “No Bid” found on page 23. 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): Bidder certifies that all material/items contained in their response 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 Bid 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 Bid and to the resulting Contract.
17. Acceptance and Rejection: 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 is 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 HCSO.
18. Appropriations Clause: The HCSO, as an entity of Government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this 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.
19. Protests: Any prospective Bidder who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all bids will 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.

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


The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the Bidder in writing. This decision and the basis upon which it was made will be communicated to the Bidder 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.

- 20. Public Entity Crimes: Pursuant to §§287.132-133, Fla. Stats., the HCSO, as a public entity, may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, Fla. Stat., for Category Two (\$35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that 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 response to this Bid, you are certifying that §§287.132-133, Fla. Stats. does not restrict your submission.
- 21. Public Records: 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 Vendor agrees to comply with §119.0701, Fla. Stat. regarding maintenance and provision of access to all public records generated by this Contract with the HCSO.

If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor’s duty to provide public records relating to this contract, contact the custodian of public records at: HCSO Records Section, 1900 East 9th Avenue, Tampa, Florida 33605, Phone 813-247-8210 or email at hcsorecords@hcsotampa.fl.us

- 22. Specifications: Attached.

CHAD CHRONISTER, SHERIFF
HILLSBOROUGH COUNTY, FLORIDA

By: 
Christina R. Porter, CPA
Chief Financial Officer

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

Company Name

Print Signer’s Name Date

Signature of Company Officer Title

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID AFTER COMPLETING PARAGRAPH 23. EACH VENDOR’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 PROVISIONS1. IN GENERAL

The purpose of this Invitation to Bid (Bid) is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) to secure a vendor for the collection and proper disposal of spent ammunition from multiple range sites.

2. SCOPE OF WORK

The general Scope of Work is for: the proper collection, removal, and testing of spent ammunition; cleaning, inspection, and service of traps; the proper disposal/recycle of hazardous and non-hazardous materials; and replacement of the granular rubber where necessary at both the indoor and outdoor firing ranges. Indoor range maintenance will also include a Filtration Air Unit (FAU) system check, filter replacements as required, and clean/vacuum of facility.

The Vendor shall meet all regulatory governing bodies' standards or regulations (including but not limited to Federal, State, Local, Environmental, etc.) related to the collection and disposal of lead ammunition and recycling. It shall be the sole responsibility of the Vendor to perform all Work to meet and/or exceed the regulations for this type of lead removal and disposal, to include, all protection to individuals working on site. The Vendor shall be responsible for any work performed that does not meet regulations and requirements. Any fines associated with deficient work shall be the responsibility of the Vendor.

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

3. LOCATIONS

The requirements for this Bid include furnishing the services specified herein, including, but not limited to, the locations identified below. The HCSO reserves the right to add or delete site service locations under this agreement via written notification to the Vendor in the form of a Change Order.

Outdoor Firing Ranges:
Walter C. Heinrich Practical Training Site
14063 County Road 39 Lithia FL 33547
(see included property maps, Exhibit A)

Indoor Firing Range:
1208 Tech Blvd., Suite 102
Tampa, FL 33619
(see included site location maps, Exhibit B)

4. COMMUNICATION BETWEEN PARTIES

All questions in regard to this Bid are to be directed, in writing to the Buyer: Colleen Hensley, at Purchasing@hcsotampa.fl.us or by fax at 813-242-1826. No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this Bid prior to the Award Date.

In the interest of public access, all documents relating to this Bid will be posted to the HCSO website at <http://www.hcsotampa.fl.us>. This will include Q & A responses, amendments, addenda etc. Posting

documents to the HCSO website is considered the official method of notification regardless of other notification methods the Buyer utilizes for convenience of the parties involved.

5. VENDOR QUALIFICATIONS

Bidders may be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances and personnel to furnish the item or service offered satisfactorily and expeditiously.

The HCSO reserves the right to inspect the Bidder's place of business and equipment prior to award of any contract, for determining ability to meet terms and conditions as set forth herein.

The Vendor Packet attached as Appendix I must be returned with your Bid 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.

6. CONFLICT OF INTEREST

The Vendor 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 or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material (>5%) interest. An officer or employee is also prohibited from having an employment or contractual relationship that creates a continuing or recurring conflict between their private interest and the performance of their HCSO public duties.

7. BRAND NAMES

Brand names, when furnished, are for reference purposes and to establish a standard of quality. The evaluation of bids and the determination as to equality of products offered shall be the sole and final responsibility of the HCSO and will be based on information and/or samples furnished by the Bidder.

8. SUBSTITUTION

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

9. AWARD

Award shall be made to the most responsible and responsive Bidder meeting specifications, price and other factors considered. The HCSO reserves the right to award by line item or by overall total, whichever is deemed in the best interest of the HCSO.

In the event two (2) or more Bidders have submitted the lowest and best bids, preference may be given in the award in the following order. First, to the Bidder who has their principal place of business in Hillsborough County; second, to the Bidder who has a place of business in Hillsborough County; and, third,

if the Bidders involved in the "tie bid" 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 Bidders. Bid results will be available on the HCSO website <http://www.hcso.tampa.fl.us>, on the Purchasing Page. If you do not have internet access, and would like a copy of the bid results, contact the Purchasing Section at (813) 247-8068.

10. BID OPENING

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

11. CONTRACT PERIOD

The Contract shall be effective for three (3) years from the date of award. By written mutual consent between the HCSO and the Vendor, the Contract may be extended on an annual basis for up to two (2) additional years.

12. ESCALATION/DE-ESCALATION

The HCSO will allow an escalation/de-escalation provision in this Bid. The escalation/de-escalation will be allowed after the initial three (3) year contract period, provided the Vendor notifies the HCSO, Financial Services Division of the pending increase or decrease a minimum of 30 calendar days prior to the end of the three (3) year period for which the Bid was awarded. Said notification shall consist of the Vendor'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.

13. ADDITION/DELETION

The HCSO reserves the right to add or delete services 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 change accompanied by the Vendor's written, fixed price quote for each change to be added. If approved by the CFO, the service description and price change will be added to the Contract and recorded on the original bid tabulation/price sheet.

14. CANCELATION

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:

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

If it becomes necessary to terminate the Contract without cause, all 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.

15. DEFAULT

The Contract may be canceled or annulled by the HCSO CFO in whole or in part by written notice of default to the Vendor upon non-performance or violation of contract terms. An award may be made to the next best responsive and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Vendor to deliver services within the time stipulated in this Bid, unless extended in writing by the Financial Services Division, shall constitute contract default. Vendors who default on contracts may be removed from the HCSO Vendor List and determined ineligible for future contracts at the discretion of the CFO.

16. NEXT BEST BIDDER

In the event of a default by the Vendor, the HCSO reserves the right to utilize the next best responsive and responsible Bidder. In the event of this occurrence, the new Vendor shall be required to provide the Bid services at the prices as contained in their Bid Response (Part D) for the remainder of the initial three (3) year award period.

17. EMERGENCY

If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this Contract and procure the service(s) from the most available source.

18. CERTIFICATES OF INSURANCE

The Vendor shall not commence any Work in connection with this Contract until they have obtained all the following types of insurance and such insurance has been approved by the HCSO, nor shall the Vendor allow any subcontractor to commence Work on 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. The HCSO shall be notified within thirty (30) calendar days of cancellation, non-renewal, or change in the insurance coverage.

- a. Worker's Compensation Insurance: The Vendor shall take out and maintain during the life of this Contract, Worker's Compensation Insurance as per statutory minimum requirements for all of their employees connected with the Work of this project and, in case any Work is sublet, the Vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Vendor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous Work under this Contract at the site of the project is not protected under the Worker's Compensation statute, the Vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the HCSO for the protection of their employees not otherwise protected.

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

- b. Comprehensive Insurance Coverage: The Vendor 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:

Commercial/Comprehensive General Liability

Bodily Injury	\$300,000 per person per occurrence
Property Damage	\$300,000 per occurrence
Automobile Liability	\$300,000 combined single limit bodily injury and property damage

19. INVOICING AND PAYMENTS

The Vendor 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. Any reimbursement for recycle of lead and brass should be identified as a separate line item on any invoice.

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

Invoices shall be addressed to: Hillsborough County Sheriff’s Office
 Attention: Accounts Payable
 P.O. Box 3371
 Tampa, FL 33601

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

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

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

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

- 1) Defective Work not corrected.
- 2) Failure of the Vendor to make payments for materials, labor, equipment or services.
- 3) Continued failure to perform the Work in accordance with the terms and conditions set forth in this Agreement.
- 4) Legal or other claims by third parties relating to the Work performed under the Contract Documents.

20. EXCEPTIONS TO BID

All Bid Packages 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 Technical Specifications (Part C). Such deviations should be stated upon the Bid Response (Part D), or appended thereto. Bidders 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 Bidder by the General Terms and Conditions (Part A), Special Provisions (Part B), and Technical Specifications (Part C).

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PART C - TECHNICAL SPECIFICATIONS

1. IN GENERAL

- a. The Hillsborough County Sheriff's Office (HCSO) Outdoor Range located at Walter C. Heinrich Practical Training Site, 14063 County Road 39 Lithia, Florida 33547, includes several types of ranges and traps to include berms, sniper, shoot house, granular rubber and steel traps. The only traps that will be serviced through this Bid will be the Granular Rubber Traps located at ranges #4 and #5 and a steel trap at range #6. The Work will include the proper collection, removal, and testing of spent ammunition; cleaning, inspection, and service of traps; the proper disposal/recycle of hazardous and non-hazardous materials, as well as replacement of the granular rubber where necessary at both the indoor and outdoor firing ranges. Indoor range maintenance will also include a Filtration Air Unit (FAU) system check, filter replacements as required, and clean/vacuum of facility.
 - i. Range #4 has 24 positions and is approximately 114 feet wide.
 - ii. Range #5 has 24 positions and is approximately 166 feet wide.
 - iii. Range #6 has 24 positions and is approximately 118 feet wide.
- b. The Indoor Range located in the Pinebrooke Business Park, 1208 Tech Boulevard, Suite 102, Tampa, Florida 33619, consists of six (6) positions and is approximately 26 feet wide. See Exhibit C1, Careys Floor Plan and Exhibit C2, Careys Building Section for specific range information.

2. ENVIRONMENTAL REQUIREMENTS

- a. It shall be the Vendor's responsibility to provide Environmental Protection Agency (EPA) approved 55-gallon sealed drums. The HCSO requests a minimum of seven (7) drums on-site as follows:
 - i. One (1) for the Indoor Range Facility
 - ii. One (1) for Outdoor Range #4
 - iii. One (1) for Outdoor Range #5
 - iv. Four (4) for Outdoor Range #6
- b. The Vendor shall be responsible to provide all supplies and materials used for cleaning of the traps, the appropriate Personal Protection Equipment (PPE), and any other equipment and supplies as necessary for the completion of the Work.
- c. All cleaning materials, supplies and the PPE used for cleaning of the traps shall be placed in 55-gallon drums, sealed, numbered and dated, and tested as required. The Toxicity Characteristic Leaching Procedure (TCLP) will determine whether the material is hazardous or non-hazardous using the EPA guidelines. All materials, both hazardous and non-hazardous, shall be disposed of/recycled, in accordance with the EPA guidelines, as required. Copies of the TCLP report shall be supplied to the HCSO Project Manager. The Vendor has the option to store the sealed 55-gallon drums behind the traps until such time testing is required.
- d. Testing fees should include all aspects of the process such as but not limited to, labor, shipping, media, samples, and report generation. If testing results exceed the EPA guidelines, then the Vendor shall provide the necessary documentation and procedure(s) in writing, within 10 days, that shall be taken by the Vendor and/or the HCSO.

3. SERVICE REQUIREMENTS

a. Ranges #4 and #5- Granular Rubber Traps:

- i. Every two (2) months, prior to raking the front slope, Vendor shall clean all foreign debris from the granular rubber surface. The debris shall be stored in 55-gallon drums, sealed, numbered and dated, and tested for hazardous waste as required. The Vendor shall use cleaned and raked out granular rubber to refill hopper bins. The front granular rubber slope shall be smooth with no excess material build up or depressions across the entire front face of the trap. The HCSO will have additional granular rubber stored on site and available to replenish traps and top off the hopper bins, as required.
- ii. At the rear/back area of each trap, the Vendor shall clean all debris of paper, broken or splintered wood stakes, etc. The debris shall be stored in 55-gallon drums that are sealed, numbered and dated, and tested for hazardous waste as required.
- iii. Every six (6) months, prior to the lead removal process of the trap, the Vendor shall clean all debris from the granular rubber surfaces and place in 55-gallon drums that are sealed, numbered and dated, and tested for hazardous waste as required. The Vendor shall completely remove granular rubber from trap structure and proceed with lead removal. The Vendor shall replenish traps and hoppers with the clean granular rubber material as well as any additional material that may be needed. The front granular rubber slope shall be smooth with no excess material build up or depressions across the entire front face of the trap.

b. Range 6 Steel Trap:

- i. Every two (2) months, the Vendor shall clean up debris behind all 24 target locations of paper, broken or splintered wood material, etc. The debris shall be stored in a 55-gallon drums that are sealed, numbered and dated, and tested for hazardous waste as required.
- ii. Every six (6) months, the Vendor shall clean and vacuum the entire interior of the steel trap, bottom, and top plates. The Vendor shall vacuum the lead collection in the point area. All debris shall be placed in a 55-gallon drums that are sealed, numbered and dated, and tested for hazardous waste as required.

c. Indoor Range:

- i. The range ventilation system is designed to filter airborne lead and other contaminants before exhausting to the outdoors. With time, the pre-filters and High Efficiency Particulate Air (HEPA) filters will become lead contaminated. ONLY personnel trained in lead removal shall be used by the Vendor to work and replace these filters.

The pre-filters shall be replaced based on hours of operation. The default changing set point is programmed into the Direct Digital Control (DDC) system based on average hours of operation. The DDC system will produce warning lights when the system run time hours pass the set point for changing the pre-filters and will produce messages to replace the filters on the computer screen. If the pre-filters are not replaced and pass their physical limit set point as determined by differential static pressure or “pressure drop,” the system will produce an alarm. It is important to replace the pre-filters at regular intervals in order to extend the life of the HEPA filters. As pre-filters become loaded, they allow more dirt to pass through until they eventually collapse. Pre-filters have an exponential curve, and will load gradually over 90% of their life cycle, and then very quickly load the remaining 10%.

The HEPA filters are replaced based on a filter differential pressure. HEPA filters are locked against gasket seals to prevent air from passing around them. As HEPA filters load, they press against the seals and begin to restrict the airflow through them which increases the static pressure of the system. The exhaust fan variable frequency drive modulates the exhaust fan to overcome the increase in static pressure. The exhaust fan is sized to provide sufficient room for HEPA filter loading. The Vendor must replace the HEPA filters once the exhaust fan variable frequency drive is at 95%.

- ii. The ventilation air-handling unit consists of a commercial/industrial package make-up air unit and the custom filtration air-handling unit. The package make-up air unit consists of an outside damper, outside air filters, DX cooling section, modulating hot gas reheat, modulating gas heat exchanger or electric heater, supply fan, built-in variable frequency drive, unit processor control, and condenser section. The filtration air-handling unit consists of three (3) stages of filtration, MERV-8 pre-filters, MERV-14 mid-filters, and H14, 99.97% HEPA filters, variable frequency drive, recirculation fan, supply dampers, and exhaust dampers.
- iii. The range ventilation DDC control system is comprised of Johnson Controls HVAC control components such as temperature sensors, pressure sensors, pressure transducers, unitary controllers, and a FX controller. The control system automatically operates the range ventilation system and will alarm and shut down if range conditions become unsafe for use. The control system logs trends for the operating parameters such as filter differential pressure and alarms. The DDC control system has a graphic interface that allows range staff to monitor the operation of the system, to check alarms and maintenance, and to troubleshoot issues with the system.
- iv. Filters for outside air unit and hourly run time limits

- Make-up Air Unit (Pre Filters):

Quantity	Dimensions	Rating	Description	Change Frequency
8	24"x24"x2	MERV 8	Pleated	200 Hours of Operation

- Filtration Air-handling Unit:

Quantity	Dimensions	Rating	Description	Change Frequency
12	20"x24"x2"	MERV 8	Pleated	500-700 Hours
12	20"x24"x12"	MERV 14	Cartridge	500-800 Hours
8	24"x24"x12"	H14	99.97% HEPA High Capacity	2000-3000 Hours
4	12"x24"x12"	H14	99.97% HEPA High Capacity	2000-3000 Hours

- v. Every three (3) months, review the Operating Analysis System of the computer for errors and messages, which relates to the exterior Filtration Air Unit (FAU). The Vendor must inspect the FAU for any filters requiring replacement, per the recommended programmed schedule, and replace all dirty filters. The inside of the Range shall be completely cleaned of debris and vacuumed, including the entire interior all of six (6) target locations. The debris shall be stored in 55-gallon drums that are sealed, numbered and dated, and tested for hazardous waste as required.

vi. Every 12 months, the Vendor shall completely remove granular rubber from trap structure and proceed with lead removal. The Vendor shall replenish traps and hoppers with the clean granular rubber material as well as any additional material that may be needed. The front granular rubber slope shall be smooth with no excess material build up or depressions across the entire front face of the trap.

d. Lead and Brass Collection:

- i. The Vendor shall inspect, the HCSO provided, blue brass containers to determine if removal is necessary during each scheduled service visit. The blue brass containers are at the following locations:
 - Indoor Range Facility
 - Outdoor Ranges #1, #3, #4, #5, #6, #7
 - Enclosed Dark House
 - Bomb Berm Area
 - Sniper Firing Range
- ii. During intervals between the Vendor's scheduled site visits to Range six #6, the HCSO will seal, number, date, and relocate any full 55-gallon drums under the collector chute, and replace with empty drums, as needed.
- iii. After disposal of the lead and brass, the Vendor will notify HCSO via email to provide a certified and stamped ticket showing the weight of each collection. In lieu of the certified and stamped ticket, the Vendor may provide an on-site scale to weigh materials, which an HCSO employee must witness. If weighed on-site, the HCSO will maintain a logbook of the collection weights. HCSO will provide contact information to the Vendor.
- iv. The Vendor shall invoice the HCSO upon completion of each site visit. If lead and brass disposal is necessary during that site visit, a certified and stamped ticket or an on-site scale ticket shall display the weights. All credit for reimbursement shall be included on the same period's site visit invoice.

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PART D - BID RESPONSE

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

SUBJECT TO DEVIATIONS STATED BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE BIDDER ACCEPTS THE TERMS, CONDITIONS, PROVISIONS, MANDATES, AND OTHER CONDITIONS OF THE FOREGOING GENERAL TERMS AND CONDITIONS (PART A), THE SPECIAL PROVISIONS (PART B) AND THE TECHNICAL SPECIFICATIONS (PART C), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID BIDDER 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 BIDDERS SHOULD CAREFULLY READ PARAGRAPH 20 OF THE SPECIAL PROVISIONS (PART B).**

1. EXCEPTIONS: The following represents every deviation (itemized by number) to the foregoing General Terms and Conditions (Part A), Special Provisions (Part B) and Technical Specifications (Part C) upon which this Bid Package is based, to wit:

2. PRICING

The undersigned has carefully examined the Bid Package and all conditions affecting the cost of the service or items required by the HCSO.

The undersigned certifies that any exceptions to the Bid specifications are noted in the Bid Response, Part D. 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:

Item	Description	Interval for Services	Price Per Visit
1	OUTDOOR RANGES #4 AND #5		
1a	General Cleaning and Brass Collections	2 Months	\$
1b	Lead Removal	6 Months	\$
2	OUTDOOR RANGE #6		
2a	General Cleaning and Brass Collections	2 Months	\$
2b	Lead Removal	6 Months	\$
3	INDOOR RANGE FACILITY		
3a	Filtration Air Unit (FAU) Inspection, General Cleaning and Vacuum	3 Months	\$
3b	Brass Collections	6 Months	\$
3c	Lead Removal	12 Months	
4	TESTING		
4a	TCLP / Lead	As needed	\$
5	RECYCLED VALUE TO BE RETURNED TO HCSO: Identify % or Formula		
5a	Lead:		
5b	Brass:		

6 MAKE-UP AIR UNIT (PRE-FILTER)					
Quantity	Dimensions	Rating	Description	Change Frequency	Price Per Visit
8	24"x24"x2"	MERV 8	Pleated	200 Hours	\$

7 FILTRATION AIR HANDLING UNIT					
Quantity	Dimensions	Rating	Description	Change Frequency	Price Per Visit
12	20"x24"x2"	MERV 8	Pleated	500-700 Hours	\$
12	20"x24"x12"	MERV 14	Cartridge	500-800 Hours	\$
8	24"x24"x12"	H14	99.97% HEPA High Capacity	2000-3000 Hours	\$
4	12"x24"x12"	H14	99.97% HEPA High Capacity	2000-3000 Hours	\$

8	CALENDAR DAYS TO START SERVICES	Days

3. VENDOR ORDER INSTRUCTIONS

Describe the preferred method of contact to request service. _____

Name: _____

Phone: _____ Fax: _____

Email: _____

4. AFFIRMATION AND DECLARATION

At this present time, we understand all requirements and warrant that as a serious Bidder 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 Bidder affirms and declares:

- a) That Bidder 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 Bidder 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 Hillsborough County Treasury, 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 45 days following the opening of bids.

Respectfully submitted by,

Company Name: _____

Print Signer's Name Date

Signature of Company Officer Title

REFERENCE LIST

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

1.

Firm Name:	
Contact/Title:	
Phone Number:	
Email Address	

2.

Firm Name:	
Contact/Title:	
Phone Number:	
Email Address	

3.

Firm Name:	
Contact/Title:	
Phone Number:	
Email Address	

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STATEMENT OF NO BID

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

HILLSBOROUGH COUNTY SHERIFF'S OFFICE
FINANCIAL SERVICES DIVISION
Email to: purchasing@hcsso.tampa.fl.us
Or Fax 813-242-1826

We, the undersigned, have declined to respond on Bid No. 11-18 Range Lead Removal:

- _____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond.
- _____ We do not offer this product or an equivalent.
- _____ Our Product schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Unable to meet Bond Requirements.
- _____ Specifications unclear (explain below).
- _____ Other (specify below)

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

(PLEASE PRINT)

COMPANY NAME _____ DATE _____

COMPANY OFFICER _____ TITLE _____

TELEPHONE NUMBER _____

SIGNATURE _____

CHECKLIST, Include the following:

- ONE ORIGINAL COPY OF the entire BID.
- SIGNATURES required Parts A and D.
- Any Addendums or Amendments (Signatures required).
- Completed Part D including pricing and signature page.
- Appendix I, Vendor Packet to include completed Vendor Application, W9 and Business Tax Receipt.
- Professional Licenses (if applicable).
- Manufacturer literature and warranty information.

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

**CHAD CHRONISTER, SHERIFF
2008 E. 8TH AVE
TAMPA FL 33605**

**ATTN: PURCHASING
813-247-8034**

BID PACKAGE SUBMITTAL

From: _____

BID # 11-18

RANGE LEAD REMOVAL

OPENING DATE/TIME:

June 29, 2018 @ 3:00 PM