

**HILLSBOROUGH COUNTY  
SHERIFF'S OFFICE**



**CHAD CHRONISTER, SHERIFF**

REQUEST FOR PROPOSAL 2024-017  
INTEGRATED BUSINESS SOLUTIONS

May 31, 2024

# HILLSBOROUGH COUNTY SHERIFF'S OFFICE



**CHAD CHRONISTER, SHERIFF**

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

Robert Flamand, Assigned Buyer  
[RFlamand@teamhcsso.com](mailto:RFlamand@teamhcsso.com)

## **INSTRUCTIONS TO PROPOSERS**

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

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

### **NOTICE TO PROPOSERS**

**WHEN SUBMITTING A SEALED PROPOSAL PACKAGE,  
CLEARLY MARK THE PACKAGE AS A PROPOSAL DOCUMENT  
ON THE OUTSIDE OF THE ENVELOPE OR BOX. INCLUDE THE  
RFP NUMBER AND THE DATE AND TIME OF THE PROPOSAL OPENING.**

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<b>PROPOSED SCHEDULE OF EVENTS</b>	<b>DATE</b>
RFP ADVERTISED / POSTED TO THE HCSO AND OSD WEBSITES	6/16/2024
DEADLINE TO SUBMIT LETTER OF INTENT	6/25/2024
DEADLINE TO SUBMIT QUESTIONS	7/2/2024
DEADLINE TO SUBMIT PROPOSAL	7/16/2024 3:00 P.M. EDT
AWARD NOTIFICATION TARGET DATE	7/30/2024

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

**SUBJECT:** Request for Proposal No. 2024-017

**REQUEST FOR PROPOSALS TITLE:** Integrated Business Solutions

**RFP OPENING DATE & TIME:** July 16, 2024, 3 p.m. EDT

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

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

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

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**LETTER OF INTENT**

**RFP 2024-017 FACILITY MAINTENANCE SOLUTIONS**

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

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
COMPANY ADDRESS

\_\_\_\_\_  
PRIMARY CONTACT NAME/TITLE

\_\_\_\_\_  
EMAIL ADDRESS

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

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
SIGNATURE OF COMPANY OFFICER

\_\_\_\_\_  
DATE

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

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

**\*\*NOTE: THIS FORM SHOULD BE SENT IMMEDIATELY TO THE ASSIGNED BUYER LISTED ON THE FRONT OF THIS DOCUMENT AT FAX NUMBER 813-242-1826 or [Rflamand@TeamHCSO.com](mailto:Rflamand@TeamHCSO.com)**

## PART A - GENERAL TERMS AND CONDITIONS

1. **PROPOSALS:** Must be contained in a SEALED envelope addressed to: Hillsborough County Sheriff's Office, Sheriff's Operations Center, Financial Services Division – Purchasing Section, 2008 East 8th Avenue, Tampa, Florida 33605. **To prevent inadvertent opening, the Proposal must be marked as a PROPOSAL DOCUMENT (including the Proposal number, date and time of Proposal opening) on the outside of the package.**

If our specifications, when included, are not returned with your Proposal, and no specific reference is made to them in your PROPOSAL RESPONSE (PART D), it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, company's or manufacturer's specifications which accompany the PROPOSAL RESPONSE (PART D), contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your PROPOSAL RESPONSE, *Exceptions* (PART D, Paragraph 1).

2. **PROPOSAL DELIVERY:** The responsibility for getting the Proposal to the HCSO on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The HCSO will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Proposer shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Proposals will not be accepted after the time specified for receipt.
3. **ON-LINE DOCUMENTS:** The HCSO publishes procurement-related documents on its website at <https://TeamHCSO.com/Purchasing> for the convenience of companies wanting to do business with the HCSO and to save tax dollars. This service is public record and the HCSO is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a Proposal.
4. **TIME FOR CONSIDERATION:** Proposer warrants, by virtue of proposing, the prices quoted in their response will be good for an evaluation period of 120 calendar days from the date of Proposal opening unless otherwise stated. Proposers will not be allowed to withdraw or modify their Proposals after the opening time and date.
5. **PRICES:** All Proposals submitted must show the net Proposal price after any and all discounts allowable have been deducted. **Prices quoted are to be F.O.B. Destination.** All prices shall include freight (to include manufacturer to distributor), packaging and any other similar fees. The HCSO is exempt from all state sales, use, transportation and excise taxes. The HCSO will issue tax exemption certificates to the Awarded Supplier. Eligible Purchasers making a purchase pursuant to the awarded contract are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Awarded Supplier to verify that the Eligible Purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

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

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

6. PROPOSAL ERRORS: When errors are found in the extension of Proposal prices, the unit price will govern. Proposals having erasures or corrections must be initialed in ink by the Proposer.
7. CONDITION OF MATERIALS AND PACKAGING: Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Proposal shall be NEW and in FIRST CLASS CONDITION or FIRST QUALITY, that all containers shall be NEW and suitable for storage or shipment, and that prices include standard commercial packaging for the items shipped.
8. FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM: The HCSO has partnered with the FSA to make the awarded contract prices and terms available through FSA's Cooperative Purchasing Program (CPP) to FSA; any unit of local government, political subdivision or agency of the State of Florida, including but not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida; and any Eligible User, as defined in F.A.C. 60A-1.001(2), jointly the "Eligible Purchasers".

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

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

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

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

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

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

Per Calendar Day: \$250.00

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

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

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

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



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

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

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

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

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

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

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

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

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

23. CONTRACT WAIVER: Any waiver of any provision of this Contract shall be in writing and shall be signed by the duly authorized agent of HCSO. The waiver by either party of any term or condition of this Contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this Contract.
24. PRODUCTS AND SERVICES ADDITIONS: Products and services may be added to the resulting Master Agreement during the term of the Master Agreement by written amendment, to the extent that those products and services are within the scope of this RFP.
25. EXCEPTIONS TO PROPOSAL: All Proposal Responses must clearly state with specific detail all deviations to the requirements imposed upon the Proposal by the GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C). Such deviations should be stated upon the PROPOSAL RESPONSE (PART D) or appended thereto. Proposers are hereby advised that the HCSO will only consider Proposal Responses that meet the specifications and other requirements imposed upon them by this Proposal. In instances where an exception is stated upon the PROPOSAL RESPONSE (PART D), said Proposal Response will be subject to rejection by the HCSO in recognition of the fact that said Proposal Response does not meet the exact requirements imposed upon the Proposer by the GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C).

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

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

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

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

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

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

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

30. CLAIMS: The Awarded Supplier will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.

31. WHEN TO MAKE DELIVERY: Deliveries resulting from this Proposal are to be made during the normal working hours of the Eligible Purchaser. It is the Awarded Supplier's responsibility to obtain this information.
32. INFORMATION AND DESCRIPTIVE LITERATURE: Proposers must furnish all information requested in the RFP. If specified, each Proposer must submit samples, cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with previous responses will not satisfy this provision. Proposals which do not comply with these requirements will be subject to rejection.
33. PROPOSAL SUBMITTAL COSTS: Submittal of a Proposal is solely at the cost of the Proposer and the HCSO in no way is liable or obligated for any cost incurred by the Proposer in preparing the Proposal Package.
34. NO PROPOSAL: If you do not wish to submit a response to the Proposal, please return the STATEMENT OF NO PROPOSAL herein as APPENDIX II. The "No Proposal" information is helpful to the process and assures the HCSO you wish to remain on the HCSO's Supplier List.
35. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA): The Proposer certifies that all material/items contained in their response meets all OSHA requirements.
36. LAWS, STATUTES AND ORDINANCES: The terms and conditions of the RFP and the resulting Master Agreement shall be construed in accordance with the laws and statutes of the State of Florida and ordinances and other regulations of Hillsborough County. Where such statutes and regulations are referenced, they shall be interpreted to apply to this RFP and to the resulting Master Agreement. While the HCSO is not bound by Chapter 287, Florida Statutes, in the spirit of fair dealing and just opportunity, the HCSO endeavors to meet the directives and business practices articulated in the Chapter.

The Proposer's attention is directed to the fact that all applicable Federal, State and local laws, ordinances, codes, rules and regulations shall apply to the Contract throughout and they will be deemed to be included in the Contract the same as though herein written. Florida law will govern all questions concerning implementation and execution of this Contract and shall also be controlling in any cause of action brought pursuant to this Contract.

The Awarded Supplier agrees that it shall observe and obey all the Federal, State and local laws, ordinances, codes, rules and regulations which may be applicable to its services.

37. FAMILIARITY WITH LAW: The Proposer is required to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve them from responsibility.
38. ACCEPTANCE AND REJECTION: The HCSO reserves the right to reject any or all Proposals, for cause, to waive irregularities, if any, and to accept the Proposal (or Proposals) which, in the judgment of the HCSO, are in the best interest of the HCSO. The HCSO reserves the right to evaluate, add and/or reject any items from any Proposal options or resulting Contract(s) when deemed to be in the best interest of the HCSO.

39. **PROTESTS:** Any Proposer who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all Proposals must submit a notice of protest in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) of the notice of award to the HCSO's Purchasing Section by registered mail or hand delivery for which a receipt must be provided.
- A. The HCSO will have five (5) business days upon receipt of the notice to review and consider the protest as written. The Assigned Buyer will coordinate the review process with the parties involved and may request additional information from the Proposer or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Assigned Buyer will make a recommendation to the Chief Financial Officer (CFO).
  - B. The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the Proposer in writing. This decision, and the basis upon which it was made, will be communicated to the Proposer within five (5) business days following the receipt of the recommendation from the Purchasing Section. A single appeal of the CFO's decision is available by submitting a notice in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) requesting a management review of the decision. Final decision of an appeal will be made by the HCSO.
40. **ADDITION/DELETION:** The HCSO reserves the right to add or delete any items from this Proposal or resulting Contract(s) when deemed to be in the best interest of the HCSO. Any additions or deletions to the Proposal will be considered amendments. Any additions or deletions to the Contract will constitute a Change Order and must be executed in writing and approved by the 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 Proposal tabulation/price sheet.
41. **ASSIGNMENT:** No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the HCSO.

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

42. **DEFAULT:** The Contract may be canceled or nullified by the HCSO's CFO in whole, or in part, by written notice of default to the Awarded Supplier(s) upon non-performance or violation of Contract terms. An award may be made to the next best responsive Proposal and responsible Proposer based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Awarded Supplier to deliver materials, or items within the time stipulated in this Proposal, unless extended in writing by the Financial Services Division, shall constitute Contract default. Awarded Suppliers who default on contracts may be removed from the HCSO's Supplier List and determined ineligible for future contracts at the discretion of the CFO.

43. NEXT BEST PROPOSER: In the event of a default by the Awarded Supplier, or cancellation by HCSO, the HCSO reserves the right to utilize the next best responsive Proposal and responsible Proposer.
44. INDEMNIFICATION: All cooperative purchasing contracts subject to the Master Agreement awarded as a result of this solicitation will require Awarded Supplier(s) to agree to indemnify and defend the FSA, FSA CPP, and their parent companies, subsidiaries, affiliates, shareholders, members, managers, officers, directors, employees, agents and representatives from and against any and all claims, costs, proceedings, demands, losses, damages and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to any actual or alleged breach of any of Awarded Supplier representations, warranties, covenants, requirements or other obligations under the cooperative purchasing contracts
45. PUBLIC ENTITY CRIMES: Pursuant to §§287.132-133, Florida Statutes, the HCSO, as a public entity, may not accept any Bid, Proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, Florida Statute, for Category Two (\$35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that the person or affiliate was placed on the convicted vendor list, unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), Florida Statute. If you submit a Proposal in response to this RFP, you are certifying that §§287.132-.133, Florida Statute, does not restrict your submission.

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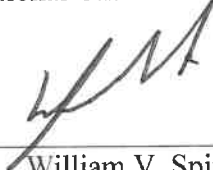
46. **PUBLIC RECORDS:** Any material submitted in response to this Proposal will become a public document pursuant to §119.07, Florida Statute. This includes material which the Proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective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

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

**If the Proposer has questions regarding the application of Chapter 119, Florida Statutes, to the Proposer's duty to provide public records relating to this Contract, contact the custodian of public records at: Hillsborough County Sheriff's Office, Sheriff's Operations Center, ATTN: Records Section, 1900 East 9<sup>th</sup> Avenue, Tampa, Florida 33605, (813) 247-8210 or at [rec\\_request@HCSO.Tampa.FL.US](mailto:rec_request@HCSO.Tampa.FL.US).**

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

By: \_\_\_\_\_

  
William V. Spinelli, CPA  
Chief Financial Officer

**SIGNATURE OF ACKNOWLEDGMENT**

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

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

\_\_\_\_\_  
Company Officer Name (Printed) Title

\_\_\_\_\_  
Company Officer Signature Date

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

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## **PART B - SPECIAL PROVISIONS**

1. **COMMUNICATION BETWEEN PARTIES:** All questions in regard to this Proposal are to be directed, in writing, to the Assigned Buyer as listed on Page 2, *Instructions to Proposers*. No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this Proposal prior to the notice of award.

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

2. **THE SUPPLIER PACKET:** The completed APPENDIX I must be returned with your Proposal Response along with copies of Hillsborough County Business Tax Receipt, other local government or state business license(s). Proposers have the option to certify that they are willing to accept purchase orders or contracts funded in whole or in part with federal funds. By opting in, proposers certify that they are willing to comply with the Federal Grant Compliance outlined in APPENDIX I upon receipt of a federally funded purchase order. Proposers are not required to opt-in as a requirement of this RFP, however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. Signing the Federal Grant Compliance outlined in APPENDIX I and submitting it with your proposal is considered opting in. To opt-out please include a statement declining to sign the Federal Grants Compliance portion of APPENDIX I.
3. **PROPOSER QUALIFICATIONS:** Proposals shall be considered only from those who can clearly demonstrate to the HCSO a professional ability to perform the type of work specified within the Proposal. Proposers must be able to demonstrate adequate organization, financial backing, equipment and personnel to ensure continuous provision of quality service to the HCSO. In the determination of the evidence of responsibility and ability to perform the Contract by the Proposer, the HCSO reserves the right to investigate the financial condition, experience and training records, personnel, equipment, facilities and organization of the Proposer. The HCSO shall determine whether the evidence of responsibility and ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory. The HCSO reserves the right to reject a Proposal when evidence indicates the inability to perform the work specified within the RFP.
4. **QUESTION SUBMISSION:** The HCSO invites interested Proposers to submit questions regarding the solicitation. Questions can be submitted to the Assigned Buyer listed on Page 2 until the Question Submission Deadline listed in the Timeline of Events. Questions shall be answered in accordance with the Timeline of Events. All questions submitted, and associated answers, will be posted to the HCSO's public site. Proposers shall not contact any other employee of the HCSO for information with respect to this solicitation. Each Proposer is responsible for monitoring the HCSO's public posting for new or changing information. The HCSO shall not be bound by any verbal information or by any written information that is not contained in the solicitation documents or formally noticed and issued by the HCSO's purchasing department. Questions to the Procurement Office or to any HCSO personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in Part A, Paragraph 41 of the solicitation. Proposers are strongly encouraged to raise any questions or concerns regarding this RFP, including the proposed Contract terms and conditions, during the open question period.

In the event the Proposer determines any contradiction or non-compliance with any laws, ordinances, rules, codes, or regulations applicable to the Scope of Work and SPECIFICATIONS (PART C), it is incumbent upon the Proposer to notify the HCSO promptly in writing no later than the close of the Questions and Answers (Q & A) period as defined in the Table of Contents. Any necessary changes in the Scope of Work and SPECIFICATIONS (PART C) will be adjusted by an amendment to the RFP. The cost of any work or related remedy performed by the Awarded Supplier that it knew or should have known was in violation of any laws, ordinances, rules, codes, or regulations without proper notice to the HCSO will be born solely by the Awarded Supplier.

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

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

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

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

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

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

- 8. JOINT VENTURES: Joint ventures will not be allowed.
- 9. CONFLICT OF INTEREST: The Proposer agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, Florida Statute, regarding standards of conduct for public officers, employees of agencies and local government attorneys.

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

- 10. EVALUATION OF PROPOSALS: Initially, all Proposals submitted will be reviewed to determine if the Proposer is both responsive in terms of the completeness of the Proposal package and responsible in that proof of a legal, legitimate business enterprise has been provided along with any other qualifications stipulated. Proposals determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation.

Proposals determined to have met the minimum requirements will then be evaluated based on the following weighted criteria. These criteria relate directly to information required in the PROPOSAL RESPONSE (PART D) and are presented in the same outline. It is, therefore, important to maintain the organization of your response as outlined so the evaluators may easily locate the required documents. The PROPOSAL RESPONSE (PART D) offers details of the criteria below.

	<u>Points</u>
A. Financial Viability and Marketplace Success	7.5
B. Ability to Sell and Deliver Service	15
C. Marketing Plan	5
D. Value Added Attributes	7.5
E. Warranty	5
F. Depth and Breadth of Offered Equipment, Products, or Services	20
G. Pricing	<u>40</u>
Total	<u>100</u>

An Evaluation Committee consisting of a minimum of three (3) people will be convened. The Evaluation Committee will first evaluate criteria as described above and score the proposals. The Evaluation Committee may shortlist the highest-ranking Proposers. The Assigned Buyer will then open the cost proposal and calculate the cost scores. Any clarifications requested by a committee member will be presented to the Proposer through the Assigned Buyer. When all evaluations are complete, the Assigned Buyer will tabulate the results providing a scoring matrix indicating the group's collective ranking of each Proposer. The Assigned Buyer will present the composite evaluation results to the committee members, who may then submit their recommendation in accordance with the results of the scoring, or if deemed in the best interest of the HCSO, request a Best and Final Offer from the top ranked firms.

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

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

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

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

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

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

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

12. **CLARIFICATION OF PROPOSALS:** In order to determine if a Proposal is reasonably susceptible for award, communications by the Assigned Buyer or the Proposal Evaluation Committee are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a Proposal. Clarifications may not result in a material or substantive change to the Proposal. The evaluation by the Proposal Evaluation Committee may be adjusted as a result of a clarification under this section.
13. **BEST AND FINAL OFFER:** The HCSO reserves the right to request a Best and Final Offer (BAFO) from any or all Proposers. A BAFO may be requested as an optional step in the selection

process. Useful situations include but are not limited to the following: no single response addresses all the specifications; the cost submitted by all Proposers is too high; the scores of two (2) or more Proposers are very close after the evaluation process; all Proposers submitted responses that are unclear or deficient in one or more areas.

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

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

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

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

14. **AWARD:** Award shall be made to the most Responsive Proposal and Responsible Proposer meeting specifications, price and other factors considered. The HCSO reserves the right to award by line item or by overall total, whichever is deemed in the best interest of the HCSO. Award may be made to more than one (1) Proposer to ensure that work is completed in a timely manner.
  - A. Award will be dependent upon the determination that the Proposals are responsive, Proposers are responsible, evaluation criteria stated in the Proposal document and any other evaluation criteria deemed relevant and beneficial. Proposals and Proposers determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation. Tabulation of the Proposal prices and Proposer rankings, if applicable, will be published at the time of award.
  - B. Notification of Award will be sent to the Proposer receiving the award. Proposal results will be published on the HCSO's website: <https://TeamHCSO.com/Purchasing>.
  - C. In the event two (2) or more Proposers have submitted the lowest and best proposals, preference may be given in the award in the following order: first, to the Proposer who has their principal place of business in Hillsborough County; second, to the Proposer who has a place of business in Hillsborough County; and third, if the Proposers involved in the "tie proposal" situation are all located inside/outside Hillsborough County, the toss of a coin may be used to break the tie.

15. **PRE-QUALIFICATION OF SUBCONTRACTORS, CONTRACTORS AND SUPPLIERS:** All employees and/or subcontractors of the Awarded Supplier which will work in an HCSO Facility or on a Hillsborough County property may be required to have a background check by the HCSO prior to beginning work. All employees must comply with the HCSO's policy and procedures which includes no smoking on any HCSO property. The Awarded Supplier shall be required to provide a work crew list giving all personnel names and changes as they occur. The HCSO will perform the background checks in-house at no costs to the Awarded Supplier.

The Awarded Supplier agrees, within seven (7) calendar days of receipt of a written request from the HCSO, to promptly remove and replace any subcontractors employed or retained by the Contract, which the HCSO shall request in writing to be removed with or without cause. If the HCSO requires the removal of any subcontractor, the Awarded Supplier shall submit a substitute acceptable to the HCSO, and the contract price may be increased or decreased by the reasonable difference in costs associated with such substitution, providing proof of increase or decrease is provided. If the HCSO's request was made without cause, an appropriate Change Order will be issued.

16. **PROPOSAL OPENING:** The Proposal Opening will *not* be open to the public. Proposals will be received until the time and date listed herein and will be read aloud immediately thereafter at the "Place" indicated. A video recording of the Proposal opening will then be posted to the HCSO's website, <https://TeamHCSO.com/Purchasing>.
- A. Proposals must be received by the HCSO's Purchasing Section no later than the time and date shown within this Proposal document. Proposers mailing their Proposal Packages should allow for normal mail time to ensure receipt by the HCSO prior to the time and date fixed for the acceptance of the Proposals. Proposals or unsolicited amendments to Proposals received by the HCSO after the acceptance date will not be considered.
  - B. The HCSO reserves the right to postpone the date for receipt and opening of Proposals or other deadlines and will make a reasonable effort to give at least five (5) calendar days' notice of any such postponement to each prospective Proposer.
  - C. It is understood and agreed upon by the Proposer in submitting a Proposal Package that the HCSO has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number of Proposals received; competitive technical information; competitive price information; and the HCSO evaluation concerns about competing Proposals. Information released after award is subject to the disclosure requirements of Chapter 119, Florida Statutes. Proposers are enjoined from discussing or disclosing the content of any Proposal with competing Proposers during the evaluation and negotiation process.

## **PART C – SPECIFICATIONS**

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

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

Awarded Supplier(s) shall perform covered services under the terms of this agreement.

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

2. **SOLUTIONS-BASED SOLICITATION:** This RFP and contract award process is a solutions-based solicitation; meaning that the HSCO is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.
3. **SCOPE APPLICABILITY:** The Scope of Services outlined in this RFP is intended to provide a broad overview of the potential needs of Eligible Purchasers. It is not meant to be limiting but rather indicative of the types of services that may be required.

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

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

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

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



Awarded Supplier and Eligible Purchasers. The Awarded supplier must send a copy of the executed supplemental agreement to FSA, including any renewals to the supplemented agreement.

4. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES: It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

A. HCSO is seeking proposals for Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions, including, but not to be limited to:

i.) Vendor Managed Inventory solutions, such as:

- a.) Parts, fluids, equipment, and supplies for vehicle, truck, fleet, and warehouse operations;
- b.) On and off-site storage, service, and parts room operation, management, and staffing;
- c.) Performance reporting, and data and technology analysis;
- d.) Fleet and facility software integration and data exchange;
- e.) Emergency response services;
- f.) Parts replacement and warranty management;
- g.) National distribution system services;
- h.) Stock and non-stock parts sourcing of original equipment and aftermarket parts, fluids, equipment, and supplies; and,
- i.) Parts research, acquisition, and delivery;
- j.) Radio/communications parts and services.

ii.) Logistics Management Solutions, such as:

- a.) Warehouse management services;
- b.) Warehouse and transportation coordination for in and outbound supplies;
- c.) Shipment optimization;
- d.) Freight management;
- e.) Load scheduling and delivery confirmation;
- f.) Customs management for international shipments;
- g.) Coordination of just-in-time replenishment of parts; and,

- h.) Web-based solutions and knowledge-based professional services.
  - iii.) Training, consultative, and administrative or technical support services related to the delivery of the solutions offered under Section 1. a. or b. above.
- B. The primary focus of this solicitation is on Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions. This solicitation should NOT be construed to include:
- i.) Inventory Software System-only solutions;
  - ii.) Vehicle Parts-only solutions;
  - iii.) Public Safety Consultancy-only solutions.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a proper operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

HCSO prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract. HCSO desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area of the State of Florida and to the largest possible cross-section of future Participating Entities.

5. REQUIREMENTS: It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.
- A. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
  - B. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
  - C. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.

- D. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
  - E. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.
6. MARKETING PLAN: Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award. If marketing to other eligible purchasers, the Proposer should reach out to FSA to enhance their marketing efforts.
7. ADDITIONAL CONSIDERATIONS:
- A. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
  - B. Proposers should include all relevant information in its proposal, since HCSO cannot consider information that is not included in the Proposal. HCSO reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
  - C. Depending upon the responses received in a given category, HCSO may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
  - D. A Proposer's documented negative past performance with HCSO or its Participating Entities occurring under a previously awarded HCSO contract may be considered in the evaluation of a proposal.
8. CONTRACT: Proposers awarded a contract will be required to execute a Master Agreement with HCSO (see attached Exhibit A). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects State of Florida and HCSO legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Florida law or HCSO Policy may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must submit the requested modifications or exceptions to the award contract along with the exceptions to bid, see Part A Paragraph 25 for more information. Requested modifications to contract terms can either be included in Part D Paragraph 1 or be submitted on a separate page in the proposal. Exceptions must:

- A. Clearly identify the affected article and section, and

B. Clearly note what language is requested to be modified. Unclear requests will be automatically denied.

Only those exceptions that have been accepted by HCSO will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at HCSO's sole discretion, the contract award may be revoked.

9. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION: Questions regarding this RFP must be submitted to the assigned buyer. The deadline for submission of questions is found in the Solicitation Schedule on page 3. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual HCSO staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. HCSO will not respond to questions submitted after the deadline.

10. DISPOSITION OF PROPOSALS: All materials submitted in response to this RFP will become property of HCSO and will become public record in accordance with §119.07, Florida Statute, after negotiations are complete. HCSO considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Florida law.

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**PART D - PROPOSAL RESPONSE**

The undersigned understands that this Proposal Package **must be signed in ink** and that an **unsigned** Proposal Package will be considered nonresponsive and subject to rejection by the HCSO. **The undersigned must be an Officer of the Company, or a designated agent empowered to bind the Company in Contract.**

SUBJECT TO DEVIATIONS STATED BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE PROPOSER ACCEPTS THE TERMS, CONDITIONS, PROVISIONS, MANDATES AND OTHER CONDITIONS OF THE FOREGOING GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) AND SPECIFICATIONS (PART C), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID PROPOSER MAKES THIS PROPOSAL.

**\* \* \* USE INK ONLY \* \* \***

**ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS PROPOSAL PACKAGE TO BE CONSIDERED BY THE HCSO**

**EXCEPTIONS TO PROPOSAL: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS PROPOSAL PACKAGE TO BE REJECTED BY THE HCSO. ALL PROPOSERS SHOULD CAREFULLY READ PARAGRAPH 17 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 SPECIFICATIONS (PART C) upon which this Proposal Package is based, to wit:

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2. **PROPOSAL FORMAT AND CONTENT:** As mentioned in SPECIAL PROVISIONS (PART B), Paragraph 10, the outline below corresponds with the criteria on which we will evaluate your Proposal in reference to the HCSO's needs and to the Proposals of others. Therefore, it is important to maintain the organization of your response as outlined so the evaluators may easily locate the required documents. Include narratives and supporting documentation.

Provide distinct sections for the below in your Proposal Response.

- A. Introduction
  - B. Financial Viability and Marketplace Success
  - C. Ability to Sell and Deliver Service
  - D. Marketing Plan
  - E. Value Added Attributes
  - F. Depth and Breadth of Offered Equipment, Products, or Services
  - G. Pricing
3. **PRICING:** All Cost Proposal information must be kept separate from the main Proposal. Proposers should provide Line-Item Pricing, Percentage Discounts from Catalog Pricing, Cost-Plus Pricing, or a combination thereof. Additionally, a ceiling price must be included, representing the maximum amount for which equipment, products, and services may be billed to an eligible purchaser. Vendors are allowed to sell at prices lower than the contracted price. Pricing should be transparent, comprehensive, and fully encompass the total cost of acquisition.

Proposers are required to clearly specify any costs not covered in the proposed product or service pricing. This may include expenses such as installation, setup, mandatory training, or initial inspection. It's important to identify any parties responsible for these costs and their relationship to the Proposer. Furthermore, Proposers should elaborate on any unique distribution and delivery methods or options outlined in the Proposal.

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4. **CONTRACTOR ORDER INSTRUCTIONS:** Describe the preferred method of contact to request service. (Print the information below):

Contact Name & Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Office: (\_\_\_\_) \_\_\_\_\_ Mobile: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Company Website: \_\_\_\_\_

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

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

Contact Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Office: (\_\_\_\_) \_\_\_\_\_ Mobile: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Email : \_\_\_\_\_

Describe the preferred method of contact for questions regarding this Proposal submission:

\_\_\_\_\_

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**SIGNATURE OF AFFIRMATION AND DECLARATION**

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

The below named Proposer affirms and declares:

- A. That Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal offered to be entered into;
- B. That this Proposal is made without any understanding, agreement or connection with any other person, firm or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud;
- C. That the Proposer is not in arrears to Hillsborough County or the HCSO upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the HCSO;
- D. That no officer, employee or person whose salary is payable in whole, or in part, from the HCSO, is, shall be, or become interested, directly, or indirectly, surety or otherwise in this Proposal Response; in the performance of the Contract; in the supplies, materials, equipment and Work or labor to which they relate; or in any portion of the profits thereof.

The undersigned agrees that this Proposal shall remain open for 120 days following the opening of Proposals.

Respectfully submitted by,

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

\_\_\_\_\_  
Company Officer Name (printed) Date

\_\_\_\_\_  
Company Officer Signature Title



**PROPOSAL CHECKLIST**

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

**Include this checklist as a cover page with your Proposal Package:**

- ONE (1) unbound ORIGINAL and THREE (3) completed copies of the entire Proposal Package
- SIGNATURES required PARTS A and D
- Any Addenda or Amendments (Signatures required)
- Completed PART D including *Supplier Instructions, Proposal Contact Information and Affirmation and Declaration* signature page
- APPENDIX I – Completed *Supplier Packet* to include completed Supplier Application, W9, Direct Deposit and Business Tax Receipt or other government issued business license
- APPENDIX II – *Statement of No Proposal*, if Applicable
- Manufacturer literature and warranty information, if applicable
- PROPOSAL PACKAGE SUBMITTAL Label on the outside of the sealed Proposal Package

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

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**\*IMPORTANT\***

**Below is an example of the information required on the OUTSIDE of your Proposal Package.**

**Please use label below**

<b>URGENT - SEALED SUBMITTAL PACKAGE ENCLOSED</b>	
<b>URGENT</b>	<b>HILLSBOROUGH COUNTY SHERIFF'S OFFICE</b>
	<b>SHERIFF'S OPERATIONS CENTER</b>
	<b>ATTN: FINANCIAL SERVICES DIVISION – PURCHASING SECTION</b>
	<b>2008 EAST 8<sup>TH</sup> AVE</b>
	<b>TAMPA FL 33605</b>
	<b><u>RFP PACKAGE SUBMITTAL</u></b>
From: _____	
<b>RFP # 2024-017</b>	
<b>INTEGRATED BUSINESS SOLUTIONS</b>	
<b>OPENING DATE/TIME:</b> <b>July 16, 2024, 3 p.m. EDT</b>	

**LISTING OF ATTACHMENTS**

- |    |             |     |                             |
|----|-------------|-----|-----------------------------|
| 1. | APPENDIX I  | PDF | Supplier Application Packet |
| 2. | APPENDIX II | PDF | Statement of No Proposal    |
| 3. | EXHIBIT A   | PDF | Draft Master Agreement      |
| 4. | EXHIBIT B   | PDF | ACH Instructions to pay FSA |