HILLSBOROUGH COUNTY
SHERIFF'S OFFICE

CHAD CHRONISTER, SHERIFF

REQUEST FOR QUALIFICATIONS
2022-014

ARCHITECTURAL AND ENGINEERING SERVICES

10/18/2022

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

Marianne Theen, Buyer
(813) 247-8053, MTheen@TeamHCSO.com

INSTRUCTION TO FIRMS

Included herein are GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), SCOPE OF SERVICES (PART C) and SUBMITTAL RESPONSE (PART D), which together with all attachments, constitute the entire "Submittal Package." **Said Submittal Package must be the basis upon which all submittals are offered and must be kept together and returned, intact, by the time and at the place specified herein.** The Firm must manually sign the GENERAL TERMS AND CONDITIONS (PART A) and SUBMITTAL RESPONSE (PART D). Any questions concerning this Request for Qualifications (RFQ) should be directed to the Buyer whose name appears above.

When awarded, the Submittal Package becomes the "**Agreement Document**". The Firm's signature on the SUBMITTAL RESPONSE (PART D), constitutes Firm's agreement to the terms therein. The signature on the Submittal Package must be that of an Officer of the Firm, or an individual authorized to commit the Firm to a legal and binding agreement. READ THE ENTIRE SUBMITTAL PACKAGE CAREFULLY BEFORE SIGNING.

NOTICE TO FIRMS

WHEN SUBMITTING A SEALED SUBMISSION, THE EXTERIOR OF THE PACKAGE MUST BE CLEARLY MARKED AS SUCH.
UTILIZE THE INCLUDED PACKAGING LABEL AT THE END OF THIS DOCUMENT.

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PROPOSED SCHEDULE OF EVENTS	**DATE**
RFQ Advertised / Posted to HCSO and OSD Websites	October 23, 2022
DEADLINE TO SUBMIT LETTER OF INTENT	November 7, 2022
DEADLINE TO SUBMIT QUESTIONS	November 14, 2022
DEADLINE TO SUBMIT	November 21, 2022 3:00 PM EST
Award Notification Target Date	December 21, 2022

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2025 Re-Opening:

PROPOSED SCHEDULE OF EVENTS	DATE
RFQ Advertised / Posted to HCSO and OSD Websites	March 20, 2025
DEADLINE TO SUBMIT LETTER OF INTENT	April 29, 2025
DEADLINE TO SUBMIT	April 29, 2025 3:00 PM EST
Award Notification Target Date	May 9, 2025

LETTER OF INTENT

RFQ 2022-014 ARCHITECTURAL & ENGINEERING SERVICES

The undersigned acknowledges the General Terms and Conditions of the Request for Qualifications (RFQ) and intends to respond to the Hillsborough County Sheriff's Office (HCSO). We understand that any amendments, clarifications, and addenda to the RFQ 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 Buyer to coordinate RFQ 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 Participation*. 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 COMPLETED AND RETURNED BY THE DEADLINE TO THE BUYER LISTED ON PAGE THREE (3) OF THIS DOCUMENT, AT FAX NUMBER 813-242-1826, or Purchasing@HCSO.Tampa.FL.US.WITH THE SUBJECT LINE "2022-014 Letter of Intent".

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

SUBJECT: Request for Qualifications 2022-014

RFQ TITLE: Architectural & Engineering Services

* **OPENING DATE & TIME: April 29, 2025 at 3:00 PM**

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

NOTE: This is not a Bid. There will be no public Bid Opening. Qualification submissions received by the date and time stated herein will be reviewed and the list of acceptable Firms will be posted to our Public Website, https://TeamHCSO.com/.

RFQ Overview: This request is for the provision of a continuing contract with Architectural and Engineering Firm(s) to be utilized on future architectural, engineering, design-build, or construction efforts at various Hillsborough County Sheriff's Office ("HCSO") buildings, sites and correctional facilities. Chad Chronister, the Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida, as shall select multiple qualified Firms to be pre-qualified to provide professional services to the HCSO on an as-needed basis for future projects. It is the HCSO's intention to solicit responses from as many Firms as are interested, to evaluate those responses and to select the most qualified Firms. Pursuant to §287.055(2)(g) selected qualified Firm may handle HCSO projects not to exceed four (4) million dollars, or the current listed Florida Statute limitation. There is no work guaranteed to any Firm as a result of being selected. The HCSO reserves the right to contract for design or design-build services to the extent required for future projects.

PART A - GENERAL TERMS AND CONDITIONS

1. SUBMITTALS: Responses may be submitted by hand-delivery, United States Postal Service (USPS), commercial shipment or electronically at DemandStar. See Part B *Special Provisions*, paragraph 7 for details on options for submission.

   If our specifications, when included, are not returned with your RFQ, and no specific reference is made to them in your SUBMITTAL RESPONSE (PART D), it will be assumed that all specifications will be met.

2. SUBMITTAL DELIVERY: The responsibility for delivering the Submittal to the HCSO on or before the stated time and date will be solely and strictly the responsibility of the Firm. 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 Firm shall be responsible for reading very carefully and understanding completely the requirements within this document. Submittals 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 bid.

4. TIME FOR CONSIDERATION: Firm warrants, by virtue of submitting, the contents quoted in their response will be good for an evaluation period of 60 calendar days from the date of RFQ opening unless otherwise stated. Firms will not be allowed to withdraw or modify their RFQ after the opening time and date.

5. PRICES: The HCSO is exempt from all state sales, use, transportation, and excise taxes. The HCSO will issue tax exemption certificates to the Qualified Firms upon request.

   The Firm'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 RFQ, and that all applicable taxes and fees shall be deemed to have been included in any subsequent project proposal(s) as part of the cost, when applicable.

6. BID ERRORS: Submittals having erasures or corrections must be initialed in ink by the Firm.

7. INFORMATION AND DESCRIPTIVE LITERATURE: The Firm must furnish all information requested in the Submittal. If specified, each Firm must submit descriptive literature and/or complete narratives covering the services offered. Submittals that do not comply with these requirements will be subject to rejection.

8. SUBMITTAL COSTS: Submission of a Submittal Package is solely at the cost of the Firm and the HCSO in no way is liable or obligates itself for any cost incurred by the Firm in preparing the Submittal Package.

9. NO PARTICIPATION: If you do not wish to submit a response to the RFQ, please return the STATEMENT OF NO PARTICIPATION herein as APPENDIX II. The "No Participation" information is helpful to the process and assures the HCSO you wish to remain on the available HCSO Supplier List.

10. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA): The Firm certifies that all material/items contained in their response meets all OSHA requirements.

11. LAWS, STATUTES, AND ORDINANCES: The terms and conditions of the RFQ and the resulting Agreement shall be construed in accordance with the laws and statutes of the state of Florida and ordinances and other regulations of Hillsborough County. Where such statutes and regulations are referenced, they shall be interpreted to apply to this RFQ and to the resulting Agreement. While the Sheriff is not bound by Chapter 287, *Florida Statutes*, in the spirit of fair dealing and just opportunity, the HCSO endeavors to meet the directives and business practices articulated in the Chapter.

    The Firm's attention is directed to the fact that all applicable Federal, State and local laws, ordinances, codes, rules and regulations shall apply to the agreement throughout, and they will be deemed to be included in the agreement the same as though herein written. Florida law will govern all questions concerning implementation and execution of this agreement and shall also be controlling in any cause of action brought pursuant to this agreement.
    The Awarded Firm(s) agrees that it shall observe and obey all the laws, ordinances, regulations, and rules of the Federal, State, County and City which may be applicable to its services.

12. FAMILIARITY WITH LAW: The Firm 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 Firm will in no way relieve him from responsibility.

13. ACCEPTANCE AND REJECTION: The HCSO reserves the right to reject any or all submittals, for cause, to waive irregularities, if any, and to accept the Submittal Package (or Packages) which, in the judgment of the Sheriff, are in the best interest of the HCSO. The HCSO reserves the right to evaluate, add, and/or reject any items from any submittal options or resulting contract(s) or agreements, when deemed to be in the best interest of the HCSO.

14. APPROPRIATION OF FUNDS: The HCSO, as an entity of local government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any agreement entered into as a result of this RFQ for each and every fiscal year following the fiscal year in which this Agreement is executed and entered into, and for which the Agreement 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

Agreement, 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 Agreement.

15. PROTESTS: Any Firm who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all Submittal Package(s) must submit a notice of protest in writing within 72 hours (excluding HCSO holidays, Saturdays, and Sundays) of the notice of award to the HCSO Purchasing Section by registered mail or hand delivery for which a receipt must be provided.

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

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

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

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

17. 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 the person or affiliate was placed on the convicted vendor list, unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), *Fla. Stat.* If you submit a proposal in response to this RFQ, you are certifying that §287.132-.133, *Fla. Stats.*, does not restrict your submission.

18. PUBLIC RECORDS: Any material submitted in response to this RFQ 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 Firm agrees to comply with §119.0701, *Fla. Stat.,* regarding maintenance and provision of access to all public records generated by this Contract with the HCSO.

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

If the Firm has questions regarding the application of Chapter 119, Florida Statutes, to the Firm's duty to provide public records relating to this Agreement, contact the custodian of public records at: Hillsborough County Sheriff's Office, Sheriff's Operations Center, ATTN: Records Section, 1900 East 9th Avenue, Tampa, Florida 33605, (813) 247-8210 or at HCSORecords@HCSO.Tampa.FL.US.

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

By: _____
Christina R. Porter, CPA
Chief Financial Officer

SIGNATURE OF ACKNOWLEDGMENT

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

_____
Firm Name

_____
Firm Officer Name (Printed) Title

_____
Firm Officer Signature Date

Note: This page must be returned with your submittal response. Each Firm's response, and any clarifications to that response, as well as all amendments or addenda to this document shall be signed by an officer of the firm or a designated agent empowered to bind the firm in contract

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

PART B - SPECIAL PROVISIONS

1. CONTINGENT FEES PROHIBITED: §287.055(6)(a) The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

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

   In the interest of public access, all documents relating to this RFQ will be posted to the HCSO 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 Buyer utilizes for convenience of the parties involved.

3. THE SUPPLIER PACKET: The completed APPENDIX I must be returned with your RFQ Response along with copies of Hillsborough County Business Tax Receipt, other local government, or state business license(s). Firms can obtain information about the license at: http://www.hillstax.org/occweb/default.asp. Current Certificates of Insurance for Liability and Workers Compensation must also be included. ACH is the approved method of payment, and Appendix II requires a secondary method of verification in the form of a voided check, voided deposit slip, or Letter from applicable Financial Institution. Failure to provide requested documentation will cause submission to be deemed unresponsive.

4. ARCHITECT-ENGINEER QUALIFICATIONS: The completed Attachment A must be returned with your RFQ Response and is required to be updated on an annual basis of Agreement Period. A blank Attachment A will be provided by HCSO to Awarded Firms prior to the end of each year of the Agreement Period. HCSO reserves the right to publicly solicit additional Qualification Submittals with regards to this RFQ at any time prior to the end of the Agreement Period.

5. CERTICIFATE OF INSURANCE: No Work shall commence in connection with this Contract until the Awarded Firm and any Subcontractor(s) have met the insurance requirements listed below and obtained approval of such by the HCSO. These policies, obtained at the Firm's own expense, shall show Chad Chronister, Sheriff, as additional named insured; include the severability of interest provision; provide that all liability coverage required under contract are primary to any liability insurance carried or any self-insured programs of the Sheriff; and shall be maintained throughout the life of this Contract. All insurance policies shall be with insurers qualified and doing business in the state of Florida. The HCSO must be notified within sixty calendar days of cancellation, non-renewal, or change in the insurance coverage.

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

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

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

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

c. Professional Liability Insurance: Professional Liability Insurance shall meet the following minimum amounts:

$500,000 per occurrence; and
$1,000,000 aggregate.

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

Commercial/Comprehensive General Liability:

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

Garage Liability	$1,000,000 combined single limit each occurrence
Garage Keepers Liability	$100,000 collision and comprehensive per vehicle

6. E-VERIFY REQUIREMENT: Pursuant to §448.095, *Fla. Stat.*, the Sheriff requires the Awarded Supplier(s), 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(s) enters into a contract with a subcontractor, the subcontractor must provide the Awarded Supplier(s) with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awarded Supplier(s) shall maintain a copy of such affidavit for the duration of the contract. If the Sheriff has a good faith belief that the Awarded Supplier(s) has knowingly violated §448.09(1), *Fla. Stat.*, the contract will be terminated. If the Sheriff has a good faith belief that a subcontractor knowingly violated this subsection, but the Awarded Supplier(s) otherwise complied with this subsection, the Sheriff will promptly notify the Awarded Supplier(s) and order the Awarded Supplier(s) to immediately terminate the contract with the subcontractor. Termination of any and all contracts and/or sub-contracts as provided above, does not constitute a breach of contract and may not be considered as such. If the Sheriff terminates a contract with an Awarded Supplier(s) as provided above, the Awarded Supplier(s) may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The Awarded Supplier(s) is liable for any additional costs incurred by the Sheriff as a result of the termination of a contract.

* 7. PREPARATION AND SUBMITTAL PACKAGE: Submittals shall be signed in ink by an authorized principle of the Firm. Signatures are required for the acknowledgement to the General Terms and Conditions (Part A) and a Signature of Affirmation to the Submittal Response (Part D). All attachments to the RFQ requiring signature acknowledgement (e.g. amendments) are to be returned with the Submittal Package.

a. The completed APPENDIX I (Supplier Application Packet) must be returned, with all the documentation listed therein, with your Submittal along with copies of Hillsborough County Business Tax Receipt, other local government, or state business license(s).

b. One complete copy of the entire submittal package must be received.

c. Physically submitted packages must be contained in a SEALED envelope addressed to: Hillsborough County Sheriff's Office, Sheriff's Operation Center, Financial Services Division – Purchasing Section, 2008 East Eighth Avenue, Tampa Florida 33605.
To prevent inadvertent opening, the proposal must be marked as a SOLICITATION DOCUMENT (including the Solicitation number, Date, and Time of Opening) on the outermost envelope or packaging material – See Packaging Label.

d. Electronic proposals may be submitted through a secure mailbox at DemandStar (www.demandstar.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their submission reaches DemandStar before the closing date and time.

The HCSO reserves the right to postpone the date for receipt and opening of Submittals 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 Firm.

Submittals will be reviewed by multiple HCSO personnel. Failure to submit all required items in the manner specified may result in the Firm's submittal being disqualified. Firm's selections to a pre-qualified list will be substantiated by supportive comments by each Reviewer. Each Reviewer will independently read all eligible Submittals with the exception of any pricing or rate schedules included, if applicable. Any clarifications requested by a Reviewer will be presented to the Firm through the Buyer. When all reviews are complete, the Buyer will create an initial selection matrix indicating the group's collective pre-qualified list of Firms.

8. REVIEW OF SUBMITTALS: Initially, all Submittals will be reviewed to determine if the Firm is both responsive in terms of the completeness of the Submittal Package and responsible in that proof of a legal, legitimate business enterprise has been provided along with any other qualifications stipulated. Submittals determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation.

   For Firms to be considered responsive, offerors must meet these minimum requirements:

   a. Complete and return Submittal Package in a concise, well-organized platform, including all requested and/or required materials, by the date and time(s) listed herein.

   b. Complete and return Supplier Application Packet, in its entirety, regardless of applicant status.

   c. W-9 verifies with the Internal Revenue Service (IRS).

   d. The Firm, Contractor, or listed sub-contractor(s) are not Convicted, Excluded or Suspended by the Florida Department of Management Services.

   A Firm's failure to meet these minimum requirements will cause their Response to be considered non-responsive and rejected.

   In the determination of the evidence of responsibility and ability to perform the Services, the HCSO reserves the right to evaluate the financial condition, experience record, personnel, facilities, and organization of the Firm. The HCSO shall determine whether the evidence of responsibility and ability to perform is deemed satisfactory. The HCSO reserves the right to reject a Submittal when evidence indicates the inability to perform the Services specified within the RFQ.

9. ORAL PRESENTATION/TELEPHONE DISCUSSIONS: HCSO intends to pre-qualify multiple Firms for this RFQ. Oral Presentations by the Firms will not be required for this RFQ. Telephone Discussions may be held with each of the pre-qualified Firms.

10. SUBCONTRACTING: The Awarded Firm(s) may not sublet or subcontract any of the contractual obligations concerning this RFQ matter except as provided for in the written contract between the HCSO and Awarded Firm(s). This statement prohibits subcontracting overall management obligations pertaining to the work and requires the Awarded Firm(s) to retain ultimate liability for all contractual obligations.

11. CONFLICT OF INTEREST: The Firm agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, *Fla. Stat.,* regarding standards of conduct for public officers, employees of agencies, and local government attorneys. No HCSO employee acting in an official capacity, as a purchasing agent, or public officer, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for HCSO from any business entity of which the officer, partner, director, or proprietor, or in which such officer or employee or the officer's or employee's spouse or child, or any combination thereof, has a material (>5%) interest. An officer or employee is also prohibited from having an employment or contractual relationship that creates a continuing or recurring conflict between their private interest and the performance of their HCSO public duties.

12. AWARD: To be awarded as an Architectural and Engineering Firm on HCSO's pre-qualified list, Firm must be responsive, responsible and meet or exceed the minimum specifications listed herein. Award may be made to more than one (1) Firm to ensure that Work is completed in a timely manner.

    a. Award will be dependent upon the determination that the Submittal Package(s) are responsive, Firms are responsible, review of criteria stated in the Submittal Package and any other provided information deemed relevant and beneficial. Submittal Packages and Firms determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation. Tabulation of the RFQ Responses, will be published at the time of Award.

        i. To be responsive, submittals must be received by the advertised date and time, be in accordance with objective mandatory submission requirements such as the correct number of copies and authorized signatures, proof of insurability, bonding, certification, or other requirements listed in PART B *Special Provisions.*

        ii. Responsible Firms have appropriate financial, organization and operational capacity and controls, appropriate legal authority to do business in Hillsborough County, Florida, a satisfactory record of integrity and an acceptable performance record on past contracts.

    b. Notification of Award will be sent to the Firm(s) receiving the Award. RFQ results will be published on the HCSO website: https://TeamHCSO.com/Purchasing.

13. RFQ OPENING: The RFQ Opening will *not* be open to the public. Submittal Packages will be received until the time and date listed herein and will be read aloud immediately thereafter at the "Place" indicated. Submissions will be evaluated and acceptable Firms will be marked for award on a tabulation sheet that will then be posted to the HCSO website https://TeamHCSO.com/Purchasing.

a. Submissions must be preceded by a Letter of Intent received by HCSO Purchasing Section no later than the date and time shown within this Submittal Package.

b. Submittal Packages must be received by the HCSO Purchasing Section no later than the time and date shown within this Submittal Package. Firms mailing their Submittal Packages should allow for normal mail time to ensure receipt by HCSO prior to the time and date fixed for the acceptance of the RFQs. Submittal Packages or unsolicited amendments to submissions, received by the HCSO after the acceptance date will not be considered.

c. The HCSO reserves the right to postpone the date for receipt and opening of submissions 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 Firm.

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

14. ACCEPTANCE AND REJECTION: The HCSO reserves the right to reject any or all Submittal Responses, for cause, to waive irregularities, if any, and to accept the Submittal Response (or Responses) which, in the judgment of the Sheriff, are in the best interest of the HCSO. The HCSO reserves the right to evaluate, add, and/or reject any items from any RFQ options or resulting contract(s), agreements, when deemed to be in the best interest of the HCSO.

15. AGREEMENT PERIOD: The resulting Awards from this RFQ may be effective for five (5) years from the date of award. Attachment A, *ARCHITECTURE & ENGINEERING QUALIFICATIONS,* is required to be updated and returned to the Buyer herein on an annual basis from the date of Award. HCSO Reserves the right to solicit additional Submittals to this RFQ, utilizing a public posting, for consideration of the remainder of the Agreement Period.

16. ADDITION/DELETION: The HCSO reserves the right to add or delete any items from this RFQ or resulting Agreement(s) when deemed to be in the best interest of the HCSO. Any additions or deletions to the RFQ will be considered amendments. Any additions or deletions to the Agreement 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 Firm(s)'s written approval for each item to be added. If approved by the CFO, the item will be added to the Agreement and recorded on the original RFQ tabulation/price sheet.

17. CANCELATION: When deemed to be in the best interest of the HCSO, any agreement(s) resulting from this RFQ 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 Agreement without cause, all items and/or materials provided through the date of receipt of written notice of cancelation may be invoiced to the HCSO and will be considered for payment providing documentation of said expenses are forwarded with the request for payment.

18. ASSIGNMENT: The Awarded Firm(s) will not assign, transfer, convey, or otherwise dispose of this agreement or any part thereof, or of its right title or interest therein or its power to execute this agreement or any amendment or modification hereto, to any other person, company or corporation, without prior written consent of the HCSO. Sale of a majority of corporate stocks, filing for bankruptcy or reorganization shall be considered an assignment.

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

20. EMERGENCY: If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this Agreement and procure the item(s) from the most available source.

21. INVOICING AND PAYMENTS: The Contractor will invoice the HCSO for Work as completed. At a minimum, an invoice shall include the Work site address, description of Work completed, or list of goods received, and the Purchase Order number. Applications for payment will be required for partial payments or progress payments and are acceptable in lieu of an invoice if numbered. All applications for partial payment shall be accompanied by a schedule of values and indicate the percentage of Work completed as of the application date.

All progress payments will be subject to 10 percent retainer. Approval for payment of the final invoice and release of the retainer shall be subject to the final project inspection and acceptance by the Project Manager. The retained amount should ***not*** be included on the final invoice but should be requested separately.

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

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

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

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

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

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

a. Defective Work not corrected.

b. Failure of the Contractor to make payments for materials, labor, equipment, or services.

c. Continued failure to perform the Work in accordance with the terms and conditions set forth in this Agreement.

d. Legal or other claims by third parties relating to the Work performed under the Contract Documents.

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22. GOVERNMENTAL PURCHASING COUNCILS: All responses received shall be considered as submittal packages to all members of the Hillsborough County and Tampa Bay Area Purchasing Cooperative, as listed below. Said members may, at their discretion, utilize this RFQ as required.

Children's Board of Hillsborough County
City of Belleair Beach
City of Clearwater
City of Dunedin
City of Gulfport
City of Indian Rocks Beach
City of Largo
City of Oldsmar
City of Pinellas Park
City of Plant City
City of Safety Harbor
City of St. Pete Beach
City of St. Petersburg
City of Tampa
City of Tampa Housing Authority
City of Tarpon Springs
City of Temple Terrace
City of Treasure Island
Clerk of the Circuit Court
Expressway Authority
Hernando County
Hillsborough Area Regional Transit Authority
Hillsborough Community College
Hillsborough County Aviation Authority
Hillsborough County Board of County Commissioners
Hillsborough County Clerk of Courts
Hillsborough County School Board
Kenneth City
Manatee County Board of County Commissioners
Pasco County Schools
Pinellas County Clerk of the Court
Pinellas County Government
Pinellas County School Board
Pinellas County Sheriff
Pinellas Suncoast Transit Authority
Property Appraiser
St. Petersburg College
State Attorney's Office
Supervisor of Elections
Tampa Airport
Tampa Bay Water
Tampa Palms Community Development District
Tampa Port Authority
Tampa Sports Authority
Tax Collector
Town of Indian Shores

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PART C - SCOPE OF SERVICES

1. IN GENERAL: This is a Request for Qualifications (RFQ) for the provision of Architectural and Engineering Services for various Hillsborough County Sheriff's Office (HCSO) buildings, sites, and Correctional Facilities. Multiple Firms will be selected to provide design or design-build construction efforts to the HCSO on an as-needed basis for future projects. It is the HCSO's intention to solicit responses from as many Firms as are interested, to review those responses and to select the qualified Firms. There is no work guaranteed to any Firm as a result of being selected. The HCSO reserves the right to contract for design or design-build services to the extent required for future projects pursuant to §287.055 Florida Statute incorporated herein as ATTACHMENT B.

2. SCOPE OF SERVICES, SCOPE OF WORK: The Scope of Services may include, but not limited to, the provision of various types of Architectural and Engineering services such as basic design and construction document services, or special services such as site evaluations, building assessments, preparation of reports, design criteria services, programming, permitting, etc. The selected Firms must be willing to provide reasonable proposals within short time frames and be prepared to commence and complete work timely. The actual Scope of Services will be negotiated by individual purchase orders as needed on a project-by-project basis. Architectural and Engineering services may pertain to any or all disciplines including but not limited to, design-build (as defined in §287.055 Florida Statute), architectural, civil, landscaping, structural, plumbing, fire protection, electrical, demolition, site work, excavation, cast-in-place concrete, masonry, structural steel, mechanical (including HVAC), painting, carpentry, roofing, millwork, road repair, and other specialty and general contracting work. Firms must be prepared to perform Work within a Correctional Facility environment.

   A project-specific Request for Proposal (RFP) will be issued under this contract to define specific project requirements involving design and construction. Project execution will be directed by one of the following work elements:

   a. Work Element No. 1 (Design Effort Required): Contractor shall develop project design documentation including drawings, specifications, design analysis etc. representative of a 35%, 65%, 95%, and/or 100% design effort (as identified within each RFP).

   b. Work Element No. 2 (Design-build Effort Required): Contractor shall develop project design documentation including drawings, specifications, design analysis etc. representative of a 35%, 65%, 95%, and/or 100% design effort (as identified within each RFP). Upon completion of design, and upon acceptance by the HCSO, construction execution shall commence and be completed in accordance with the approved design and contract requirements.

   Work shall conform to all programming requirements of the HCSO and the applicable codes and ordinances of the authorities having jurisdiction. The scope may also include certain services such as geotechnical testing and surveying, required for design purposes.

3. FIRM QUALIFICATIONS: The HCSO is seeking Submittals from highly qualified professional Firms with substantial and successful experience in the design, construction document, construction, and permitting. Firms must be able to demonstrate adequate organizational,

financial, and personnel resources to ensure timely and satisfactory completion of the Services. The capability and experience of the Firms will be among the most important factors in the review of Submittals.

The selected Firms must be a State of Florida licensed architectural firm supported by requisite in-house or consulting licensed engineers. Firms are expected to demonstrate a proven track record of successfully completed projects. Firms must be the Architect of Record for the project; Architect of Record services cannot be subcontracted.

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PART D - SUBMITTAL RESPONSE

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

The undersigned, by the signature evidenced, represents that the firm accepts the terms, conditions, provisions, mandates, and other conditions of the foregoing general terms and conditions (part a), special provisions (part b) and scope of services (part c), said documents being the strict basis upon which the said firm makes this submittal.

► USE INK ONLY ◄

All the following information must be hereupon given for this submittal package to be considered by the HCSO.

1. PRESENTATION OF SERVICES: The undersigned has carefully examined the Submittal Package and all conditions affecting the professional services required by the HCSO.

   Firm Name: _____

   The undersigned certifies that all Special Provisions (Part B) are as requested. The undersigned also understands that any exceptions presented after the award may be cause for removal from the pre-qualified supplier list.

   We hereby propose to furnish the professional services described herein in accordance with the Submittal Package.

2. NARRATIVES AND DOCUMENTATION: The outline below corresponds with the criteria on which HCSO will review your Submittal. It is therefore important to maintain the organization of your Submittal Package as outlined so reviewers may easily locate the required documents. Include narratives and supporting documentation.

   Section title pages provided.

   a. Ability of the Firm and its Professional Personnel.

   b. Firm's experience with projects for Public Facilities and Correctional Facilities.

   c. Project Team Location.

   d. Firm's historical ability to meet schedule and budget requirements.

   e. Firm's other considerations / references

3. PAYMENT AND PERFORMANCE BONDS: The Firm acknowledges that Project Contracts resulting from this RFQ will be subject to the following:

   a. Bond Requirement: The HCSO shall, prior to the execution of the Contract, require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as listed hereunder. Premiums for Bonds shall be paid by the Contractor.

   b. The Surety Company shall be licensed to transact surety business in Florida, shall be certified to issue the total amount of the bond on any one risk, and shall be otherwise acceptable to the HCSO.

   c. Time of Delivery and Form of Bonds: The Contractor shall deliver the required bonds to the HCSO within 10 calendar days from the Notice of Award. A Notice to Proceed and Purchase Order will be issued upon receipt of the Performance Bond.

   d. "Performance and Payment Bond" shall be for 100% of the Contract sum on behalf of the HCSO. The bonds shall be written on the Surety Company's standard form. The Contractor shall require the Attorney-In-Fact who executes the required bonds on behalf of the Surety Company to affix to the bond a certified and current copy of their Power of Attorney, indicating monetary limit of such power.

   e. Alternative Forms of Security: In lieu of the bond required by this section, the Contractor may file with the HCSO, an alternative form of security which shall be in the form of cash, money order, certified check, cashier's check, or irrevocable letter of credit. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bond required by this section. The determination of the value of such alternative forms of security shall be made by the HCSO.

   f. Release of Bonds: Bonds will be released after all conditions of the Contract have been met, final acceptance has been given and all inspections have been satisfied and a statement of warranty and release of lien has been issued.

4. QUALIFICATIONS RENEWAL: The HCSO will provide ATTACHMENT A to Awarded Firms annually from the date of award throughout the length of the Agreement Period. The completed ATTACHMENT A will be returned to the Buyer on an annual basis to assess changes in Qualifications.

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Submittal Response Section Cover Page

a. Ability of the Firm and its Professional Personnel

- Attach resumes for key personnel of the Project Team, detailing past experience as it relates to projects for Public Facilities and Correctional Facilities.

- Submit separate organizational charts delineating personnel assigned to both construction and design services, if applicable.

Documents:
1. Copies of key personnel's professional licenses/certifications
2. Organizational chart
3. Resumes of key personnel

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Submittal Response Section Cover Page

b. Firm Experience with Projects for Public Facilities and Correctional Facilities.

- Present a concise outline of specific services the Firm is qualified to offer, with examples as relate to Public Facilities and Correctional Facilities.

- Identify any services or method of approach to services that your Firm believes to be unique, outstanding or which is recognized as giving the Firm a competitive edge or advantage.

- Provide information about the Firm's qualifications and experience to include technical competence to perform services required.

Documents:
1. Outline of Services
2. Narrative

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Submittal Response Section Cover Page

c. Project Team Location

- Define where elements of the work will be performed (city/state), whether performed by prime or subconsultant firms, and who in the Firm's organizational chart will oversee performance of that work.

- Specify the key personnel of the project team and office location for each.

- A firm should be considered local if it is within the Tampa Bay Regional Partnership area, made up of Hillsborough, Pinellas, Citrus, Pasco, Polk, Manatee, Sarasota, and Hernando Counties.

Documents:
1. List of project teams and locations

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Submittal Response Section Cover Page

d. Firm's Historical Ability to Meet Schedule and Budget Requirements

- Provide a two (2) page maximum narrative outlining how you manage projects, meet schedules, and conform with budgetary requirements.

- Indicate the controls to be utilized to maintain both schedule and budget for various projects.

- Describe how personnel will be assigned, and tasks effectively handled, to provide the most efficient service on projects (during both the design and the construction document phases, if applicable).

Documents:
1. Narrative

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Submittal Response Section Cover Page

e. Firm's Additional Considerations

- Additional information deemed necessary by the Firm. Indicate any other considerations the Firm may wish to highlight or discuss such as awards, Firm brochures, letters of commendation, periodical articles, etc.

Documents:
1. Estimated Time to complete various Sq/ft of project (quantifiable)
2. References with current contact information (Do not use HCSO as a reference)

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SIGNATURE OF AFFIRMATION AND DECLARATION

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

The below named Firm affirms and declares:

a. That this Submittal Package 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;

b. That the Firm 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;

c. That no officer, employee, or person whose salary is payable in whole, or in part, from HCSO, is, shall be, or become interested, directly, or indirectly, surety or otherwise in this Bid Response; in the performance of the Contract; in the supplies, materials, equipment, and Work or labor to which they relate; or in any portion of the profits thereof.

The undersigned agrees that this Submittal shall remain open for 60 days following the opening of Bids per General Terms and Conditions (PART A) paragraph 4 *Time for Consideration*.

Respectfully submitted by,

_____

Company Name

_____

Company Officer Name (printed) Date

_____

Company Officer Signature Title

RFQ CHECKLIST

Company Name: _____

Include this checklist as a cover page with your Submittal Package:

- ☐ Have submitted Letter of Intent by proposed deadline.
- ☐ One (1) complete copy of the completed Submittal Package.
- ☐ SIGNATURES required PARTS A and D, APPENDIX I, ATTACHMENT A.
- ☐ Completed Attachment(s) (Signatures may be required).
- ☐ Any Addenda or Amendments (Signatures required).
- ☐ APPENDIX I – Completed *Supplier Packet* to include completed Supplier Application, W9, Direct Deposit/Automated Clearing House (ACH) with secondary account verification and Business Tax Receipt or other government issued business license(s).
- ☐ APPENDIX II – *Statement of No Participation,* if applicable.

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

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PACKAGING LABEL

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

URGENT – SEALED SUBMITTAL PACKAGE ENCLOSED

URGENT

HILLSBOROUGH COUNTY SHERIFF'S OFFICE
SHERIFF'S OPERATIONS CENTER
ATTN: FINANCIAL SERVICES DIVISION – PURCHASING SECTION
2008 EAST 8TH AVE
TAMPA FL 33605

RFQ PACKAGE SUBMITTAL

From: _____

RFQ # 2022-014

ARCHITECTURAL AND ENGINEERING SERVICES

OPENING DATE/TIME:
April 29, 2025 @ 3:00 PM EST

URGENT

*