

**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**



**Request for Proposal No. 6-17
Title: Bomb Disposal Team Walk In Truck Box**

April 28, 2017

David Gee, Sheriff
HILLSBOROUGH COUNTY

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



Dave Janney, Senior Procurement Analyst
813-247-8053
djanney@hcsso.tampa.fl.us

INSTRUCTIONS TO PROPOSERS

Included herein are General Terms and Conditions (Part A), Special Provisions (Part B), Technical Specifications (Part C), and Proposal Response (Part D), which together with all attachments, constitute the entire "Proposal Package". Said package must be the basis upon which all proposals are offered and the same (the entire package) must be kept together and returned, intact, by the time and at the place herein specified. 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 Senior Procurement Analyst whose name appears above.

When awarded, the Proposal Package becomes the "**Contract Document**". The Proposer's signature on the Proposal constitutes Proposer's agreement to the terms therein. **READ THE ENTIRE RFP CAREFULLY BEFORE SIGNING.**

NOTICE TO PROPOSERS

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

TABLE OF CONTENTS	PAGE
Instructions to Proposers	2
Letter of Intent	4
Date Time and Place - Meetings & Deadlines	5
Part A - General Terms and Conditions	5
Signature of Acknowledgement	9
Part B - Special Provisions	10
Part C - Technical Specifications	20
Part D - Proposal Response	22
Signature of Affirmation	27
Package Label	30
Exhibit A - Pictures of Current Truck Box	Attached
Appendix I - Vendor Packet (Application, W9, Direct Deposit)	Attached
Appendix II - Signature Grant Acknowledgement	32

PROPOSED SCHEDULE OF EVENTS	DATE
RFP ADVERTISED / POSTED TO HCSO AND OSD WEBSITE	5/1/17
SUBMIT LETTER OF INTENT	TBD
PRE-PROPOSAL CONFERENCE AND TRUCK INSPECTION	5/4/17
DEADLINE TO SUBMIT PROPOSAL	5/19/17
AWARD NOTIFICATION TARGET DATE	5/26/17
POST AWARD NEGOTIATION DEADLINE	TBD
COMMENCEMENT (12:01 AM)	TBD

LETTER OF INTENT

REQUEST FOR PROPOSAL NO. 6-17

The undersigned acknowledges the General Terms and Conditions of the Request for Proposal (RFP) 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

DATE

THE FOLLOWING REPRESENTATIVE(S) ** WILL ATTEND THE MANDATORY PRE-PROPOSAL CONFERENCE

**

Print Name

Email Address

**

Print Name

Email Address

**

Print Name

Email Address

**NOTE: THIS FORM SHOULD BE SENT IMMEDIATELY TO THE SENIOR PROCUREMENT ANALYST LISTED ON THE FRONT OF THIS DOCUMENT AT FAX NUMBER 813-242-1826 OR PURCHASING@HCSO.TAMPA.FL.US

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

VENDOR NAME: _____

SUBJECT: Request for Proposal Number 6-17
Proposal Title: Bomb Disposal Team Walk In Truck Box

OPENING DATE and TIME: 05/19/2017 at 3:00 pm.

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

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

MANDATORY PRE-PROPOSAL CONFERENCE: 05/4/2017 at 10:00 am.

PLACE: Port Tampa Bay, Access Control Center
2002 Maritime Boulevard
Tampa, Florida 33605

Hillsborough County Sheriff's Office
Marine Enforcement Section
Lehman Ave at Shoreline Drive
Phone: 813-242-5591

HCSO personnel will escort attendees from the Port's entrance gate at 2002 Maritime Boulevard to the site on Lehman Ave. Pull your vehicle off to the right prior to the gates and wait for the HCSO escort vehicle(s). When all known participants have arrived the escort vehicle(s) will lead participants to the building site.

PART A - GENERAL TERMS AND CONDITIONS:

1. Proposals: Must be contained in a SEALED envelope addressed to: David Gee, Sheriff, 2008 E. 8th Avenue Room #125, Tampa, Florida 33605. To prevent inadvertent opening, the Proposal must be marked as a PROPOSAL DOCUMENT (including the Proposal number, the date and time of the Proposal opening) on the outside of the envelope.

If our specifications, when included in our Request for Proposal (RFP), are not returned with your Proposal Package, 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, vendor'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 (Part D).

2. Proposal Delivery: The responsibility for delivering the Proposal Package to the Hillsborough County Sheriff's Office (HCSO) on or before the stated time and date will be solely and strictly the responsibility of the 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. Such proposals shall be returned to the Proposer unopened with the notation "This Proposal was received after the time designated for the receipt and opening of proposals".
3. On-Line Documents: The HCSO is publishing documents on its website <http://www.hcso.tampa.fl.us> for the convenience of vendors wanting to do business with the HCSO and to save tax dollars. This service is public record and the HCSO is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a proposal.
4. Time for Consideration: Proposer warrants by virtue of Proposal, the prices quoted in the Proposal will be good for an evaluation period of sixty (60) 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 allowable discounts have been deducted. Prices offered are to be F.O.B. Destination. State sales tax and federal excise taxes shall not be included as the HCSO is tax-exempt for materials sold directly to them. The HCSO will issue tax exemption certificates to the Vendor.

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 as part of the materials cost, when applicable.
6. Condition of Materials and Packaging: It is understood and agreed that any item offered or shipped on this Proposal shall be NEW and in FIRST CLASS CONDITION, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging for the items shipped.
7. Claims: The Vendor will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
8. When to Make Delivery: Deliveries resulting from this Proposal are to be made during the normal working hours of the HCSO. It is the Proposer's responsibility to obtain this information.
9. Manufacturer's Name: Any manufacturers' names, trade names, brand names information and/or catalog numbers used herein are for purpose of description, reference, and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by the HCSO and such determination shall be final and binding upon all Proposers.
10. Information and Descriptive Literature: The Proposer must furnish all information requested in the Proposal. If specified, each Proposer must submit cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with previous proposal will not satisfy this provision. Proposals that do not comply with these requirements will be subject to rejection.

11. Proposal Submittal Costs: Submittal of a proposal is solely at the cost of the Proposer and the HCSO in no way is liable or obligates itself for any cost incurred by the Proposer preparing the submitted Proposal Package.
12. Proposal Obligation and Disposition: The contents of the Proposal Package and any clarifications thereto submitted by the Proposer shall, upon award, become part of the contractual obligation and incorporated by reference into the ensuing contracts. All Proposal Packages become the property of the HCSO and will not be returned to the Proposer.
13. No Proposal: If you do not wish to submit a response to the Proposal, please return the Statement of “No Proposal” found on page 28. The no bid information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor List.
14. Compliance with Occupational Safety and Health Act (OSHA): The Proposer certifies that all material, equipment, etc., contained in the Proposal Package meets all OSHA requirements.
15. Familiarity with Laws: The Proposer is required to be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that in any manner affect the Work. Ignorance on the part of the Proposer will in no way relieve the Proposer of responsibility.
16. Laws, Statutes and Ordinances: The terms and conditions of the RFP and the resulting Contract shall be construed in accordance with the laws, statutes and ordinances applicable to Hillsborough County. Where State Statutes and regulations are referenced, they shall apply to this RFP and to the resulting Contract.
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 thirty-six (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 request, you are certifying that §§287.132-133, Fla. Stats. does not restrict your submission.
18. Public Record: Any material submitted in response to this RFP will become a public document pursuant to §119.07, Fla. Stat. This includes material which the respondent might consider to be confidential or trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, Fla. Stat. The Vendor or Contractor agrees to comply with §119.0701, Fla. Stat. regarding maintenance and provisions 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 RFP will be handled in accordance with applicable Florida Statutes.

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

19. Appropriations of Funds: The HCSO, as an entity of Government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this request for each and every fiscal year following the fiscal year in which this Contract is executed and entered into and for which the Contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Contract, provide prompt written notice of such event and effective thirty (30) calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such Contract.
20. 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 Sheriff is 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.
21. Protests: Any prospective Proposer who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all proposals will submit a notice of protest in writing within seventy-two (72) hours (excluding County holidays, Saturdays and Sundays) to the HCSO Purchasing Section by registered mail or hand deliver for which a receipt must be provided.
- The Purchasing Section will have five (5) business days upon receipt of this notice to meet and consider the dispute as written. The Senior Procurement Analyst 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 Senior Procurement Analyst will make a recommendation to the Chief Financial Officer (CFO).
- The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the 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 seventy-two (72) hours (excluding County holidays, Saturdays and Sundays) requesting a Management review of the decision. Final decision of an appeal will be made by the Sheriff.
22. Specifications: Attached

DAVID GEE, SHERIFF
HILLSBOROUGH COUNTY, FLORIDA

--Signature on File--

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

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

Company Name Date

Print Name Title

Signature of Company Officer

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR PROPOSAL AFTER COMPLETING PARAGRAPH 23. EACH VENDOR'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 (PART D, PARAGRAPH 1).

PART B - SPECIAL PROVISIONS

1. IN GENERAL

The purpose of this Request for Proposal (RFP) is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) to secure the services of a qualified Vendor to provide and install two (2) replacement walk-in style truck boxes for the Bomb Disposal Team (BDT) vehicles. The main portion of the funds for this project will be provided through the FEMA Port Security Grant Program.

2. SCOPE OF WORK

The BDT utilizes two (2) 2007 Ford F350 dual rear wheel, diesel trucks to house and transport emergency response equipment. The existing walk-in truck boxes will need to be removed and disposed of, and the new boxes installed on both vehicles. Additional details can be found in Specifications (Part C). Photographs of the current configuration can be found in Exhibit A.

The vehicles may be delivered to and picked up from the awarded Vendor's location by BDT members.

3. VEHICLE SECURITY

All HCSO vehicles shall be kept secured while in the Vendor's possession. Unless being actively serviced, all vehicles shall be kept locked and all vehicle keys will be kept secured. To the extent provided by the law, the Vendor shall be accountable and liable for damage or loss to HCSO vehicles and to any and all personal property in the vehicle(s) and for all vehicle accessories and equipment.

The Vendor shall be responsible for returning the vehicle in the same condition as it was received, pertaining to interior and exterior conditions.

As a matter of public safety, the Vendor shall operate Sheriff's Office vehicles on public roadways solely for the purpose transporting to and from the Vendor's shop and only during the hours of 0700 and 1800 Monday through Friday.

4. GRANT FUNDING

As mentioned above, some or all of the funds for this project will be provided by a Federal Grant. To recognize and comply with the additional special provisions required by the Federal Government, Appendix II is incorporated as part of this RFP and the ensuing contract. Acceptance of Appendix II will be separately acknowledged by the Proposer's signature. Several grant compliance clauses pertain to construction contracts only. Equipment installation is **not** considered construction. All clauses which are not specific to construction, such as the method of procurement and access to documentation, will apply to all Scopes of Work.

5. PROPOSER QUALIFICATIONS

Proposals shall be considered only from those firms or individuals who can clearly demonstrate to the HCSO a professional ability to perform the type of Work specified within the RFP. Proposers must be able to demonstrate adequate organizational, financial, equipment and personnel resources to ensure timely and satisfactory completion of the project. In the determination of the evidence of responsibility and ability to perform the Work, the HCSO reserves the right to

investigate the financial condition, experience record, 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.

Proposers shall have engaged in business in the Hillsborough County area for a period of not less than two (2) years, and shall provide references in the Proposal Response (Part D).

The HCSO may require background checks of Vendor employees or subcontractors who will be working on HCSO property.

The Supplier Information form and IRS Form W9 must be returned with your Proposal Response along with copies of Hillsborough County Business Tax Receipt or other local government license to do business. Current Certificates of Insurance for Liability and Workers Compensation must also be included.

6. MANDATORY PRE-PROPOSAL CONFERENCE

All interested parties are required to attend the Mandatory Pre-Proposal Conference and site visit (see date/time on page 5). At this time, the Sheriff's representative(s) will be available to answer questions relative to this RFP. Any suggested modifications may be presented in writing or discussed with the Sheriff's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the RFP. Only written amendments issued by the HCSO will be considered official changes to the Terms and Conditions (Part B) or Technical Specifications (Part C) of the RFP. Attendees will have the opportunity to inspect the trucks and the current walk in boxes. Measurements, notes, photographs, etc. may be taken. Care should be taken to obtain any and all technical information necessary to complete and submit a concise but inclusive Proposal.

7. LETTER OF INTENT

Interested Proposers planning on attending the Mandatory Pre-Proposal Conference should notify the Senior Procurement Analyst by use of the Letter of Intent form included herein. Submitted proposals will be returned to any Proposers who did not attend the Mandatory Pre-Proposal Conference. The person(s) indicated on the Letter of Intent will be those notified of all addenda, amendments and Questions and Answers (Q & A).

8. EXAMINATION OF TRUCKS

Proposers shall visit the bomb disposal team's location and familiarize themselves with existing truck bodies and satisfy themselves as to the nature and Scope of Work required. The submission of a Proposal will be construed as evidence that such an examination has been made. Any materials and/or labor not reflected in the drawings or specifications, required for completion of the Work, shall be submitted with the Proposal. Later claims for additional labor, equipment or materials required, may not be allowed. **The Mandatory Pre-Proposal Conference will provide the opportunity for a truck survey at that time.**

9. BRAND NAMES

The information listed for the equipment or materials currently in use is provided for reference purposes only and to establish a standard of quality. Proposers should submit the equipment make and model they believe will offer the best performance and economic value to the HCSO. Manufacturer's specification sheets shall be furnished with your Proposal Response. Justify your choice of equipment with references to the elements you considered in making your recommendation. The evaluation of proposals and the determination as to quality of equipment offered shall be the sole and final responsibility of the HCSO.

10. COMMUNICATION BETWEEN PARTIES

All questions in regard to this RFP are to be directed, in writing to the Senior Procurement Analyst: Dave Janney, at email address Purchasing@hcsotampa.fl.us or by fax at 813-242-1826.

In the interest of public access, all documents relating to this RFP will be posted to the HCSO website at <http://www.hcsotampa.fl.us>. This will include minutes from the Pre-Proposal Conference, Q & A responses, amendments, addenda etc. Posting documents to the HCSO website is considered the official method of notification regardless of other notification methods the Senior Procurement Analyst utilizes for convenience of the parties involved.

11. PREPARATION AND SUBMITTAL OF PROPOSALS

All proposals shall be signed in ink by an authorized officer of the firm. A signature of acknowledgement to the General Terms and Conditions (Part A) is required on page nine (9), and a signature of affirmation is required on 27, and a signature of acceptance of the Grant Compliance Appendix II is required on page 32. All attachments to the RFP requiring signature acknowledgement (e.g. amendments) are to be returned as part of the Proposal Package.

Proposal Responses are to be submitted in a sealed package. The face of the package shall indicate the RFP name, number and time and date of the public opening. (A label is provided within this document for either use or example).

Proposals must be received by the HCSO Purchasing Section no later than the time and date shown on page five (5). Proposers mailing their Proposal Packages should allow for normal mail time to ensure receipt by 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 and will be returned unopened marked "Received after the deadline for opening of proposals".

Proposers shall submit the required Proposal Package and any additional literature in quadruplicate - one (1) original and three (3) copies, each marked appropriately, and one (1) electronic copy in Microsoft Windows® compatible format such as .pdf, saved on a USB flash drive or CD. Any proprietary information should be marked as such on the original and copies and should be saved to a folder separate from the rest of the Proposal in the electronic copy.

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 day's notice of any such postponement to each prospective Proposer.

12. ACCEPTANCE AND REJECTION

The Sheriff, Hillsborough County, Florida, reserves the right to reject any or all proposals, for cause, to waive irregularities, if any, in any proposal, and to accept the Proposal or Proposals which in the judgment of the Sheriff is in the best interest of the HCSO. The Sheriff reserves the right to select the Proposer that will best meet the needs of the HCSO, and the selection will not necessarily be made solely on cost as the proposal process utilized is not a competitive bid process. Persons or entities submitting proposals which do not meet the mandatory requirements will be considered in non-compliance and may be disqualified.

13. 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 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. Proposal Response (Part D) offers details of the ranking criteria below.

- A. Cost of goods and services
- B. Company Overview
- C. Overall quality of products offered
- D. References

Proposals will be ranked by each evaluator from high to low. Rankings must be substantiated by supportive comments. After comparison of rankings and group discussion a final recommendation will be made.

An evaluation committee will consist of a minimum of three (3) persons, including the Project Manager. The Scope of Work will identify any persons or firms participating in the project (such as a consulting engineer) which might be called upon to support the evaluation committee but who will not be a scoring committee member.

Each committee member will independently read and rank all eligible proposals. Any clarifications requested by a committee member will be presented to the Proposer through the Senior Procurement Analyst. When all evaluations are complete, the Senior Procurement Analyst will tabulate the results providing an initial ranking matrix indicating the group's collective ranking of each Proposer. The Senior Procurement Analyst will present the composite evaluation results to the committee members, who may then submit their recommendation in accordance with the results of the ranking, or if deemed in the best interest of the HCSO, request a Best and Final Offer from the top ranking Proposers.

14. 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 (1) 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's 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 Senior Procurement Analyst will be responsible for all communication to and from Proposers regarding the BAFO. All responses must be returned to the Senior Procurement Analyst. Proposers may also be requested to make an oral presentation to the evaluation committee. The written BAFO will include submission requirements and a deadline date and time by which the BAFO must be returned to the Senior Procurement Analyst.

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

15. AWARD

The Senior Procurement Analyst will submit the evaluation committee's final recommendation for award to the Division Commander who will review and further recommend through the Chain of Command to the Sheriff who will have the final decision as to the Award. The HCSO reserves the right to select for award the Proposal which, in the opinion of the Sheriff, offers the best value and best serves the requirements of the HCSO.

In the event two (2) or more Proposers have submitted the best proposal, 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 will be used to break the tie.

Award or No Award notifications will be sent to all Proposers. Proposal results will be available at our website <http://www.hcsotampa.fl.us>, on the Purchasing tab. If you do not have internet access, and would like a copy of the proposal results, contact the Purchasing Section at 813-247-8034.

16. INFORMATION PRIVACY

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, Fla. Stat. Proposers are enjoined from discussing or disclosing the content of any proposal with competing Proposers during the evaluation and negotiation process.

17. CONTRACT DOCUMENT

The Contract between HCSO and the Vendor shall consist of: (1) the RFP and any amendments thereto and (2) the Proposal Package submitted in response to the RFP. The HCSO reserves the right to clarify any contractual relationship in writing with the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal Package. In all other matters not affected by the written clarification, if any, the RFP and all amendments thereto shall govern. The Proposer is cautioned that the Proposal shall be subject to acceptance without further clarification.

To the extent that a provision of the Contract is contrary to the Constitution or laws of Florida, or of the United States, the provision shall be void and unenforceable. However, the balance of the Contract shall remain in force between the Vendor and HCSO.

18. PRECEDENCE

The Contract Document is complimentary. What is called for by one is as binding as if called for by all. If the Vendor finds a conflict, error, or discrepancy in the Contract Document, they will call it to the Senior Procurement Analyst's attention in writing before proceeding with the Work. The Senior Procurement Analyst will respond with a written clarification based on the Project Manager's response. Any delays associated with the clarification will be considered for time extensions only, but no damages for delay will be allowed.

In resolving such conflicts, errors, and discrepancies, the Contract Document shall be given preference in terms of the most stringent requirements as determined by the Project Manager. Enforcement of the most stringent requirements will be at the Sheriff's option. Figure dimensions on the Drawings (when provided) shall govern over scale dimensions, and the detailed Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Contract Document as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict, the more stringent requirements shall take precedence.

Clarifications and interpretations of the Contract Document shall be issued by the Senior Procurement Analyst. The Contract Document will be governed by the laws of the State of Florida.

19. 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. All such additions, deletions or any change to the Scope of Work shall be addressed as either an amendment to the Proposal or a change order to the Contract requiring written notification and acknowledgement (refer to Processing Change Orders, Part B, Paragraph 26).

20. CONTRACTUAL OBLIGATIONS

The Vendor may not sublet or subcontract any contractual obligations concerning this Proposal matter except as provided for in the written Contract between the HCSO and the Vendor. This statement does not prohibit subcontracting of the Work but does prohibit subcontracting overall management obligations pertaining to the Work and requires the Vendor to retain ultimate liability for all contractual obligations.

21. DEFAULT

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

22. CANCELATION

When deemed to be in the best interest of the HCSO, any contract(s) resulting from this RFP may be canceled by the following means:

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

If it becomes necessary to terminate the agreement/contract without cause, all services and/or materials provided through the date of receipt of written notice of cancellation may be invoiced to the HCSO and will be considered for payment providing documentation of said expenses are forwarded with the request for payment.

23. NEXT BEST PROPOSER

In the event of a default by the Vendor, the HCSO reserves the right to utilize the next best Proposer. In the event of this occurrence, the new Vendor shall be required to provide the Proposal items at the prices as contained on their Proposal for this RFP for the remainder of the award period.

24. CERTIFICATES OF INSURANCE

The awarded Vendor shall not commence any work in connection with this Contract until they have obtained all the following types of insurance and such insurance has been approved by the HCSO, nor shall the Vendor allow any Subcontractor to commence work on their subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified to do business in Florida.

- A. Worker's Compensation Insurance: The Vendor shall take out and maintain during the life of this Contract, Worker's Compensation Insurance as per statutory minimum requirements for all of their employees connected with the work of this project and, in case any work is sublet, the Vendor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all the Latter's employees unless such employees

are covered by the protection afforded by the Vendor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Vendor shall provide, and cause each Subcontractor to provide, adequate insurance satisfactory to the HCSO for the protection of their employees not otherwise protected.

Employer's Liability: \$100,000.00 Limit each Accident
 \$500,000.00 Limit each Aggregate
 \$100,000.00 Limit Disease each employee

- B. General Public Liability and Property Damage Insurance: The Vendor shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance and shall protect themselves from claims for damage or personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by themselves or by anyone directly or indirectly employed by himself.

The required insurance coverage shall be:

Commercial/Comprehensive General Liability.
 Bodily Injury \$300,000.00 per person per occurrence.
 Property Damage \$300,000.00 per occurrence.
 Automobile Liability \$300,000.00 combined single limit bodily injury and property damage.
 Garage Liability \$1,000,000.00 combined single limit each occurrence.
 Garage Keepers Liability \$100,000.00 collision and comprehensive per vehicle.

25. PROJECT MANAGEMENT

The HCSO Project Manager for this job is Marc DeSourdy, Deputy, 813-299-8648, mdesourd@hcsotampa.fl.us. All Work accomplished for this project will be scheduled, reviewed and approved by the Project Manager or their designated personnel. All Work schedules, deliveries, personnel changes etc. will be coordinated with the Project Manager.

26. PRE-QUALIFICATION OF SUBCONTRACTORS, VENDORS, AND SUPPLIERS

All employees and/or subcontractors of the Vendor which will Work in a HCSO Facility or on a Hillsborough County property may be required to have a background check by the HCSO prior to beginning Work. All employees must comply with HCSO's policy and procedures which includes no smoking on any HCSO property. The Vendor 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 at no cost to the Vendor.

The Vendor 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 Vendor 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 request was made without cause, an appropriate Change Order will be issued.

27. PROCESSING CHANGE ORDERS

Any changes which result in an increase or decrease in the Contract amount must be processed as a Change Order to the Contract. This will include but not be limited to changes in the design requested by the HCSO, or any additions or deletions caused by unforeseen circumstances or requirements by government agencies. Any such changes will not invalidate this Contract. The time for project completion and/or the project cost will be adjusted accordingly. Change orders will be numbered in sequence and dated.

Change Order requests will be submitted in writing and shall include the HCSO or the Vendor's detail of the design changes or circumstances surrounding the request and the Vendor's written quote representing an increase, decrease or no change to the Contract Sum. The resulting Change Order Request will be submitted by the Vendor to the Project Manager for approval by the CFO.

Any changes in the Contract Sum will be reflected on an amended Purchase Order as approved by the CFO in response to the appropriate requisition approved by the Division Commander. A copy of the amended Purchase Order (PO) will be provided to the Vendor. Any work or purchase related to a Change Order shall not occur until an amended PO has been provided. Failure to follow change order instructions will result in the HCSO refusal to pay a change to the Contract Sum.

Requests for estimates for possible changes are not to be considered Change Orders or authorization to proceed with the proposed changes. Requests from the HCSO for quotes regarding new Work not included in the original scope will not constitute a Change Order to this Contract.

28. WARRANTIES

The Vendor will warrant all workmanship and materials for a period of no less than one (1) year from date of acceptance.

29. INDEMNIFICATION

The Vendor will indemnify and hold harmless the HCSO and its employees and agents from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from the performance of its Work, provided that any such liability, claim, damage, loss or expense (a) is 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 an act or omission of the Vendor, 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 Vendor, 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 Vendor or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

The Vendor will indemnify and hold harmless the HCSO and anyone directly or indirectly employed by it from and against all claims, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent rights of copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

30. INVOICING AND PAYMENTS

The Vendor will invoice the HCSO upon HCSO approved completion of the Work. At a minimum, an invoice shall show the description of Work completed or list of goods received and the PO number.

Invoices shall be addressed to:

Hillsborough County Sheriff's Office
Accounts Payable
P.O. Box 3371
Tampa, Florida 33601

Or accountspayable@hcsso.tampa.fl.us

Payment shall be made in accordance with §215.422, Fla. Stat. which states the vendor's rights and the HCSO 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 forty-five (45) calendar days from date of receipt of a properly approved application/invoice.

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

31. EXCEPTIONS TO PROPOSAL

All proposal submittals must clearly state with specific detail all deviations to the requirements imposed upon the Vendor by the General Terms and Conditions (Part A), the Special Provisions (Part B), and the Technical Specifications (Part C). Such deviations should be stated upon the Proposal Response (Part D) or appended thereto. Vendors are hereby advised that the HCSO will only consider proposals that meet the specifications and other requirements imposed upon them by this Proposal Package. In instances, where an exception is stated upon the Proposal Response (Part D), said Proposal will be subject to rejection by the HCSO in recognition of the fact that said Proposal does not meet the exact requirements imposed upon the Proposer by General Terms and Conditions (Part A), Special Provisions (Part B), and Technical Specifications (Part C).

PART C – TECHNICAL SPECIFICATIONS

1. The successful Proposer will remove and discard two (2) existing walk-in style truck boxes, and design and install two (2) new walk-in style truck boxes onto two (2) 2007 Ford F350 dual rear wheel, diesel truck bodies. HCSO would like to maximize the space in length, width, and height for each chassis. Custom boxes will be considered.

It is the intent of the HCSO to complete one (1) installation within three (3) months of award and (1) installation within five (5) to eight (8) months of award. Since the future date is undetermined, we would like to award for both truck boxes and installation to secure a firm price. The Proposal Response in Section D will allow for pricing options for installation based on two (2) time frames, in the event the Proposer anticipates a price increase due to the extended time frame.

The current boxes utilize exterior storage compartments. No interior access to storage compartment is required in the new design. Interior floor space should be optimized.

The equipment to be stored in the boxes includes: remotely operated explosive ordnance recovery equipment (bomb robots).

Equipment in hard cases of various sizes.

The mandatory Pre-Proposal conference will offer the Proposers the opportunity to examine the existing trucks, boxes and equipment to be stored, ask questions, take measurements, etc. in order to offer stock or custom designed walk-in style truck boxes to best fit the BDT's needs.

2. At a minimum, the box design shall include the following:
 - a. Minimum interior height of 72"
 - b. Maximize interior floor space
 - c. No wheel well housing hump in interior
 - d. Six (6) interior shelves with lips, three (3) per side, 16" wide minimum
 - e. No windows
 - f. Mounted 12 volt, air conditioner/heater minimum 25000 BTU.
 - g. Lighted bumper, with recess for combination hitch
 - h. Back up camera
 - i. Top-mounted wireless remote control spotlight
 - j. White powder coat finish
 - k. Power locks
 - l. Alarm system integrated with truck
 - m. Four (4) white LED lights for interior, evenly spaced
 - n. 12 LED lights, four (4) on each exterior side, 12 total (driver, passenger, rear), Brooking Industry ST6, with white bezel
 - o. Ramp options sufficient for a Bomb Robot (that weighs approximately 550 pounds) and is approximately 28" wide, which will include one (1) of the following choices:
 - i. Power lift-gate
 - ii. Roll-A-Ramp 36", or other brand with equivalent features including power
 - iii. Other options
 - p. Spray liner
 - q. Generator (Honda Super Quiet or other brand with equivalent features), largest available to fit on slides and installed in one (1) of the available truck body compartments.

- r. Remove conduit/pipe rack, if present. Leave access door for electrical cords.
 - i. Only one (1) door needed
- s. Awning for at least one (1) side of truck box
- t. Remove rear locking bar from existing truck box and reinstall on new truck box. See pictures in Exhibit A.
- u. Remove heavy duty power inverter from existing truck box and reinstall in new truck box with exterior receptacle access.

2. COST OF GOODS AND SERVICES

Company Name: _____

The undersigned has carefully examined the Proposal Package and all conditions affecting the cost of the commodity/service required by the HCSO.

The undersigned certifies that any exceptions to the Proposal specifications are noted on the attached exceptions form. All specifications not noted thereon are as requested. The undersigned also understands that any exceptions presented after the award, may be cause for cancelation of award.

We hereby propose to furnish the items as described herein in accordance with the Proposal Package, except as noted on attached exceptions form.

<u>Line #</u>	<u>Description</u>	<u>UOM</u>	<u>Pricing</u> <u>1-3 Months</u>	<u>Pricing</u> <u>5-8 Months</u>
A.	Truck box and installation	each	\$ _____	\$ _____
B.	Ramp and installation			
	1. Power Lift Gate	each	\$ _____	\$ _____
	i. Make and Model _____			
	2. Roll-A-Ramp and installation	each	\$ _____	\$ _____
	i. Make and Model _____			
	3. Other and installation	each	\$ _____	\$ _____
	i. Make and Model _____			
C.	Awning and installation	each	\$ _____	\$ _____
	i. Make and Model _____			
D.	Generator and installation			
	1. Honda Super Quiet _____	each	\$ _____	\$ _____
	2. Other _____	each	\$ _____	\$ _____

Time to commence from receipt of order _____ **Calendar Days**

Time for Completion _____ **Calendar Days**

3. NARRATIVES AND DOCUMENTATION

As mentioned in Special Provisions (Part B), Paragraph 12, the outline below corresponds with the criteria on which we will evaluate your Proposal in reference to our needs and to the proposals of others. It is therefore important to maintain the organization of your response as outlined so the evaluators may easily locate the required documents. Include narratives and supporting documentation.

Section title pages provided.

- A. Cost of goods and services
- B. Company Overview
- C. Overall quality of products offered
- D. References

Proposal Response Section Cover Page

Company and Personnel Overview

Narrative: Discuss Corporate, Financial and Organizational Capability and Support. Include such information as: Company History and Philosophy, Years in Business, Mission Statement, Principal Stakeholders, Corporate and Local Organizational Structure.

Demonstrate adequate organization, financial backing, equipment and personnel to ensure timely and satisfactory completion of the project.

Documents:

1. Insurance Certificates
2. Business Tax Receipt
3. IRS Form W9

References

Provide a minimum of three (3) references of recent projects with similar Scope of Work. Do not include Hillsborough County Sheriff's Office as one (1) of your references.

➤ Company/Agency Name _____

Project Description _____

Contact Person Name & Title _____

Phone number _____

Email address _____

Approximate contract amount \$ _____

➤ Company/Agency Name _____

Project Description _____

Contact Person Name & Title _____

Phone number _____

Email address _____

Approximate contract amount \$ _____

➤ Company/Agency Name _____

Project Description _____

Contact Person Name & Title _____

Phone number _____

Email address _____

Approximate contract amount \$ _____

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 above 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 RFP offered to be entered into;
- b) That this Proposal Package is submitted without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud;
- c) That the Proposer is not in arrears to Hillsborough County or the Sheriff upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Sheriff;
- d) That no officer, employee or person whose salary is payable in whole or in part from Hillsborough County Treasury, is, shall be or become interested, directly or indirectly, surety or otherwise in this 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 60 days following the opening of bids.

Respectfully submitted by,

Company Name: _____

Print Signer's Name	Date
---------------------	------

Signature of Company Officer	Title
------------------------------	-------

NOTE: THE ABOVE SIGNATURE OF AFFIRMATION AND THE SIGNATURE OF ACKNOWLEDGEMENT ON PAGE NINE (9), 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 AND RETURNED WITH YOUR PROPOSAL RESPONSE. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN THE PROPOSAL RESPONSE, PART D.

STATEMENT OF NO PROPOSAL

NOTE: If you do not intend to respond to this Request for Proposal, please return this form to:

HILLSBOROUGH COUNTY SHERIFF'S OFFICE

Email: Purchasing@hcsso.tampa.fl.us or

Fax: 813-242-1826

We, the undersigned, have declined to respond to your Proposal No. 6-17 Bomb Disposal Team Walk In Truck Box for the following reasons:

____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).

____ Insufficient time to respond to the Request for Proposal.

____ We do not offer this service.

____ Our Work schedule would not permit us to perform.

____ Unable to meet specifications.

____ Unable to meet Bond Requirements.

____ Specifications unclear (explain below).

____ Remove our company from your Vendor List.

____ Other (specify below)

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

PLEASE PRINT COMPANY NAME _____

COMPANY OFFICER _____

TELEPHONE NUMBER _____

DATE _____

SIGNATURE _____

PROPOSAL EVALUATION MATRIX

Vendor Name: _____

Ranking (#1, #2 etc) per criteria

- A. Cost of goods and services
(Non-subjective - Assigned Low to High) _____
- B. Company Overview _____
- C. Overall quality of products offered _____
- D. References _____

OVERALL RANKING _____

Provide comments on the qualifications or lack of qualifications which influenced your criteria and overall ranking.

A. Comments on low price are acceptable if evaluator believes pricing is unrealistic or not inclusive.

B. What are the strengths of this Proposal? _____

C. What are the weaknesses of this Proposal? _____

Overall _____

Name of Evaluator _____ Date _____

CHECKLIST, Include the following:

- ONE (1) ORIGINAL and THREE (3) COPIES OF the entire RFP.
- ONE (1) Electronic copy. Proprietary information should be separate.
- SIGNATURES required Parts A and D
- Any Addendums or Amendments (Signatures required)
- Completed Part D including references, project approach and planning, signature page, vendor information, W9.
- Certificates of Insurance and Business Tax Receipt
- Professional Licenses (if applicable)
- Manufacturer literature and warranty information if applicable.

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

DAVID GEE, SHERIFF
2008 E. 8TH AVE
TAMPA, FLORIDA 33605
ATTN: PURCHASING Ext. 8034

PROPOSAL PACKAGE SUBMITTAL

From: _____

RFP # 6-17
OPENING 5/19/2017:
@ 3:00 pm

Appendix II

Federal Grant Compliance

This appendix is included with RFP and ITB documents when any portion of the procurement is funded by a Federal Government Grant with the Hillsborough County Sheriff's Office (HCSO) as Grantee or Sub-Grantee or at any pass through tier.

The HCSO hereby certifies compliance with the e-CFR §§200.318-326 Uniform Grant Guidance (UGG) standards as issued by the US Office of Management and Budget (OMB) Circular effective December 26, 2014. Compliance includes but is not limited to the following: General Procurement Standards, Competition, Methods of Procurement, Contracting with Small and Minority Businesses, Procurement of Recovered Materials, Contract Cost and Price, Federal Awarding Agency Review, Bonding Requirements and Contract Provisions.

The awarded Vendor is advised the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Vendor which are directly pertinent to this specific project for the purpose of making audits, examinations, excerpts and transcriptions.

Moreover, the Contract(s) resulting from Award of this RFP/ITB shall include the following provisions as per the Code of Federal Regulations-Title II- Part 200- Appendix II which are hereby incorporated into and form a part of the Terms and Conditions of the Contract.

- a. Equal Employment Opportunity Act Executive Order 11246 as amended by E.O. 11375 and supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor". The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- b. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) for prime construction projects in excess of \$2,000 under which Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, and shall be required to pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor shall be included in this solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination, (wage determinations on line at <http://www.wdol.gov>). This includes the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) providing that each Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public Work, to give up any part of the compensation to which they are otherwise entitled.
- c. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) Under Contracts awarded in excess of \$100,000, Contractors are required to base pay on a 40 hour work week and to pay 1.5 times the base pay rate for hours worked in excess of forty. No construction laborer or mechanic shall be required to Work in surroundings or under working conditions that are unsanitary, hazardous or dangerous.
- d. Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401.
- e. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Act (33 U.S.C. 1251-1387) as amended for Grants and Contracts in excess of \$150,000. Violations to be reported to the regional office of the Environmental Protection Agency (EPA).

- f. Debarment and Suspension (Executive Orders 12549 and 12689) A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM) list of parties excluded from federal procurement or non-procurement programs.
- g. Byrd Anti-Lobbying Amendment (31 U.S. C. 1352). Contractors that bid for an award exceeding \$100,000 must file certification that it will not use Federal funds to pay any person or organization for influencing an officer or employee of any agency, a member, officer or employee of Congress in connection with obtaining any federal contract, grant or other award.

Compliance with the Davis Bacon Act identified in paragraph b. above requires the Awarded Contractor to submit on a weekly basis, a certified copy of all payrolls for the preceding weekly payroll period. Each payroll submitted shall be accompanied by a Statement of Compliance using page 2 of [Form WH-347 Payroll \(For Contractors Optional Use\)](#), or any form with identical wording, certifying compliance with applicable requirements. The statement is to be signed by the Contractor or subcontractor or by an authorized officer or employee of the Contractor or subcontractor who supervises the payment of wages, and delivered to the Project Manager or other designee as identified in the RFP/ITB. This must be submitted within seven (7) days after the regular pay date for the pay period.

The Proposer’s signature below constitutes agreement to comply with the above provisions and to flow down all applicable provisions to subcontractors. The Proposer further accepts the Department of Labor prevailing wage determination attached hereto.

ACCEPTANCE OF APPENDIX II

We do hereby acknowledge the above provisions as part of the Terms and Conditions of RFP 6-17.

PLEASE PRINT Company Name _____
By _____
Title _____
Signature _____
Date _____