



Request for Proposal No. 27-18

Title: Airboat Purchase

December 21, 2018

Chad Chronister, Sheriff
HILLSBOROUGH COUNTY

Financial Services Division
2008 East 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 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 Response (Part D), constitutes Proposer's agreement to the terms therein. The signature on the Proposal Package must be that of an Officer of the Company or an individual authorized to commit the Company to a legal and binding contract. **READ THE ENTIRE PROPOSAL PACKAGE 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 PROPOSAL OPENING.

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PROPOSED SCHEDULE OF EVENTS	DATE
RFP ADVERTISED / POSTED TO HCSO AND OSD WEBSITES	12/26/18
DEADLINE TO SUBMIT QUESTIONS AND ANSWERS	1/4/19
DEADLINE TO SUBMIT PROPOSAL	1/11/19
AWARD NOTIFICATION TARGET DATE	2/15/19

LETTER OF INTENT

REQUEST FOR PROPOSAL NO. 27-18

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 OF COMPANY OFFICER

DATE

**NOTE: THIS FORM SHOULD BE SENT IMMEDIATELY TO THE SR. PROCUREMENT ANALYST LISTED ON THE FRONT OF THIS DOCUMENT AT FAX NUMBER 813-242-1826 or purchasing@hcs0.tampa.fl.us

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

PROPOSER NAME: _____

SUBJECT: REQUEST FOR PROPOSAL 27-18

PROPOSAL TITLE: Airboat Purchase

OPENING DATE & TIME: January 11, 2019 @ 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.

PART A - GENERAL TERMS AND CONDITIONS:

1. **Proposals:** Must be contained in a SEALED envelope addressed to: Chad Chronister, 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, company's or manufacturer's specifications which accompany the Proposal Response (Part D) contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your Proposal Response (Part D).

2. **Proposal Delivery:** The responsibility for getting 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 Proposers 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 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 discounts allowable have been deducted. **Prices offered are to be F.O.B. Destination.** All prices shall include freight (to include manufacturer to distributor), packaging, and any other similar fees. The HCSO is exempt from all state sales, use, transportation, and excise taxes. The HCSO will issue tax exemption certificates to the awarded Proposer.

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 AND FIRST QUALITY, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging for the items shipped.
7. Claims: The awarded Proposer 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: Proposers must furnish all information requested in the Proposal. 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 which 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 in 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 RFP, please return the Statement of No Proposal found on page 30. The "No Proposal" 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/items contained in their response meets all OSHA requirements.

15. Familiarity with Laws: The Proposer is required to be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that in any manner affect the Work. Ignorance on the part of the Proposer will in no way relieve the Proposer of responsibility.
16. Laws, Statutes and Ordinances: The terms and conditions of the RFP and the resulting Agreement shall be construed in accordance with the laws, statutes and ordinances of the State of Florida and Hillsborough County. Where State Statutes and regulations are referenced, they shall be interpreted to apply to this RFP and to the resulting Agreement. While the Sheriff is not bound by Chapter 287, Fla. Stat., in the spirit of fair dealing and just opportunity, the HCSO endeavors to meet the directives and business practices articulated in the Chapter.
17. 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 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.
18. 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.
19. 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 72 hours (excluding HCSO holidays, Saturdays and Sundays) of the notice of award 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 protest 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 72 hours (excluding HCSO holidays, Saturdays and Sundays) requesting a Management review of the decision. Final decision of an appeal will be made by the Sheriff.

20. Public Entity Crimes: Pursuant to §§287.132-133, Fla. Stats., the HCSO, as a public entity, may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, Fla. Stat., for Category Two (\$35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that 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.


- 21. **Public Records:** 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 a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, Fla. Stat. The Proposer 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 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 Proposer has questions regarding the application of Chapter 119, Florida Statutes, to the Proposer’s duty to provide public records relating to this Contract, contact the custodian of public records at: HCSO Records Section, 1900 East 9th Avenue, Tampa, Florida 33605, Phone 813-247-8210 or email at hcsorecords@hcsotampa.fl.us

- 22. **Specifications:** Attached.

CHAD CHRONISTER, SHERIFF
HILLSBOROUGH COUNTY, FLORIDA

By: 

Christina R. Porter, CPA
Chief Financial Officer

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

Company Name

Print Signer's Name

Date

Signature of Company Officer

Title

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR PROPOSAL AFTER COMPLETING PARAGRAPH 23. EACH PROPOSER'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).

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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 airboat manufacturer to provide a heavy duty custom-built airboat with trailer to be used for law enforcement purposes. The primary source of funding for this project will be provided through the Federal Emergency Management Agency (FEMA) Port Security Grant Program.

2. SCOPE OF WORK

The Scope of Work will include the manufacturing of a 16' x 8' airboat with dual counter rotating props and a trailer. The airboat shall be capable of transporting people in continuous operation through marshes during both high and low water conditions for use in both fresh and salt water. The HCSO seeks an airboat that is intended to be used in continual harsh service. Following the completion of the Work, a sea trial will be held with both the awarded Proposer and HCSO personnel aboard to ensure the proper working condition of all equipment.

Parts shall be original OEM parts unless approved by the HCSO. The awarded Proposer shall furnish all necessary labor, materials, tools, equipment, supervision and incidentals necessary to perform all Work as described herein and/or included in future amendments or addendums.

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

3. GRANT FUNDING

As mentioned above, the primary source of funding to be used to purchase the airboat will be provided by a Federal Grant. To recognize and comply with the additional special provisions required by the Federal Government, Appendix I will be incorporated as part of this RFP and ensuing contract and will be separately acknowledged and accepted by the Proposer's signature. Several grant compliance clauses pertain to construction contracts only. Equipment installation is **not** considered construction. All other clauses not specific to construction, such as the method of procurement and access to documentation, will apply to all Scopes of Work.

4. PRE-PROPOSAL INSPECTION OF EXISTING EQUIPMENT

Engine make, model and serial numbers of the existing HCSO airboat and trailer are included in Technical Specifications (Part C). Any Proposer wishing to visually inspect the existing airboat used by the HCSO, prior to submitting a proposal may contact Purchasing@hcsotampa.us or the Senior Procurement Analyst, Dave Janney, 813-247-8053.

The airboat inspection will be held at the HCSO Marine Unit located at 1555 Lehman Street, Tampa, Florida 33605 on Port Tampa Bay property. Access to Port Tampa Bay is controlled. Only representatives listed on the completed Letter of Intent may attend. Attendees are instructed to wait in their vehicle outside the drive through gates to the right. An HCSO deputy will escort the attendees to the inspection site.

In the event the Proposer determines any contradiction or non compliance with any laws, ordinances, rules, codes or regulations applicable to the Scope of Work and Technical Specifications (Part C), it is incumbent upon the Proposer to notify the HCSO promptly in writing no later than the close of the Questions and

Answers (Q & A) period as defined in the Table of Contents. Any necessary changes in the Scope of Work and Technical Specifications (Part C) will be adjusted by an amendment to the RFP. The cost of any Work or related remedy performed by the Proposer that it knew or should have known was in violation of any laws, ordinances, rules, codes or regulations without proper notice to the HCSO will be born solely by the Proposer.

5. LETTER OF INTENT

Interested Proposers should notify the Senior Procurement Analyst by use of the Letter of Intent form included herein. The person(s) indicated on the Letter of Intent will be notified of all addenda, amendments and Q & A.

6. COMMUNICATION BETWEEN PARTIES

All questions in regard to this RFP are to be directed, in writing to the Senior Procurement Analyst: Dave Janney, at Purchasing@hcsotampa.fl.us or by fax at 813-242-1826. No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this RFP prior to the notice of award.

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 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.

7. SUBSTITUTION

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

8. PROPOSER QUALIFICATIONS

Proposals shall be considered only from those companies 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.

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

The Vendor Packet attached as Appendix II must be returned with your Proposal Response along with copies of Hillsborough County Business Tax Receipt or other local government business license. Current Certificates of Insurance for Liability and Workers Compensation must also be included.

9. BRAND NAMES

The information listed for the equipment currently in use is provided for reference purposes 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. PREPARATION AND SUBMITTAL OF PROPOSALS

All Proposals shall be signed in ink by an authorized principal of the company. A signature of acknowledgement to the General Terms and Conditions (Part A) is required on page nine (9), a signature of affirmation is required on page 29, and a signature of acceptance of the Grant Compliance Appendix I is required. All attachments to the RFP requiring signature acknowledgement (e.g. amendments) are to be returned with 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 days' notice of any such postponement to each prospective Proposer.

11. CONFLICT OF INTEREST

The Proposer agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, 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 of them, has a material (>5%) interest. An officer or employee is also prohibited from having an employment or contractual relationship that creates a continuing or recurring conflict between their private interest and the performance of their HCSO public duties.

12. 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. 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.

- a. Cost of Goods and Services
- b. References
- c. Company Overview, Personnel

An evaluation committee will consist of a minimum of three (3) persons, including the Project Manager.

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 scoring, or if deemed in the best interest of the HCSO, request a Best and Final Offer from the top ranked firms.

13. BEST AND FINAL OFFER

The HCSO reserves the right to request a Best and Final Offer (BAFO) from any or all Proposers. A BAFO may be requested as an optional step in the selection process. Useful situations include but are not limited to the following: no single response addresses all the specifications; the cost submitted by all Proposers is too high; the scores of two or more Proposers are very close after the evaluation process; all Proposers submitted responses that are unclear or deficient in one or more areas.

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

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

The Senior Procurement Analyst will be responsible for all communication to and from Proposers regarding the BAFO solicitation. 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 solicitation 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, this negotiation process with the highest ranked Proposers may continue until a satisfactory contract is successfully negotiated.

14. AWARD

Award shall be made to the most responsible and responsive Proposer, meeting specifications, price and other factors considered.

Award or No Award notifications will be sent to all Proposers. Proposal results will be available on the HCSO website <http://www.hcso.tampa.fl.us>, on the Purchasing Page. If you do not have internet access, and would like a copy of the Proposal results, contact the Purchasing Office at (813) 247-8034.

15. PROPOSAL OPENING

Proposers are welcome to attend the Proposal opening where the Proposals will be read aloud. Award however will be dependent upon the determination that Proposers are both responsive and responsible and any other evaluation criteria stated in the Proposal document. Tabulation of the Proposal prices and Proposer rankings, if applicable, will be published at the time of Award. All Proposers responding with a Proposal will receive a copy of the Proposal tabulation.

16. 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 24).

17. 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. 10 calendar days written notice with cause, or;
- b. 30 calendar days written notice without cause.

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

18. 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 awarded Proposer 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 awarded Proposer to deliver materials or items within the time stipulated in this Proposal, unless extended in writing by the Financial Services Division, shall constitute Contract default. Awarded Proposers who

default on contracts may be removed from the HCSO Vendor List and determined ineligible for future contracts at the discretion of the CFO.

19. NEXT BEST PROPOSER

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

20. PERFORMANCE AND PAYMENT BONDS

- a. Bond Requirement: The HCSO shall, prior to the execution of the Contract, require the awarded Proposer 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 awarded Proposer.

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.

- b. Time of Delivery and Form of Bonds: The awarded Proposer 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.

"Performance and Payment Bonds" 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 awarded Proposer 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.

- c. Alternative Forms of Security: In lieu of the bond required by this section, the awarded Proposer 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.
- d. 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.

21. EMERGENCY

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

22. CERTIFICATES OF INSURANCE

The awarded Proposer shall not commence any Work in connection with this Contract until all the following types of insurance have been obtained and such insurance has been approved by the HCSO; nor shall the awarded Proposer allow any subcontractor to commence Work on their subcontract until all

similar insurance required of the subcontractor has been so obtained and approved.

All insurance policies shall be with insurers qualified to do business in Florida. The HCSO shall be notified within thirty (30) calendar days of cancelation, non-renewal, or change in the insurance coverage.

- a. Worker's Compensation Insurance: The awarded Proposer shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of their employees connected with the Work of this project and, in case any Work is sublet, the awarded Proposer 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 Proposer. Such insurance shall comply fully with the Florida Worker's Compensation Laws. 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 Proposer shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the HCSO for the protection of their employees not otherwise protected.

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

- b. Comprehensive Insurance Coverage: The awarded Proposer shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance and shall protect them from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by themselves or by anyone directly or indirectly employed by them. Please provide proof of Commercial/Professional Liability insurance.

23. PROJECT MANAGEMENT

All Work accomplished for this project will be scheduled, reviewed and approved by the Project Manager or their designated personnel.

24. 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 awarded Proposer's detail of the design changes or circumstances surrounding the request and the awarded Proposer's written quote representing an increase, decrease or no change to the Contract Sum. The resulting Change Order request will be submitted by the awarded Proposer 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 will be provided to the awarded Proposer.

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.

25. WARRANTIES

- a. The awarded Proposer will warrant all workmanship and materials for a period of no less than one (1) year from date of acceptance.
- b. The awarded Proposer warrants and guarantees that all materials and equipment will be new unless otherwise specified and that all Work will be of first quality, performed in a workmanlike manner, free from faults or defects. Work shall be considered defective if: it is unsatisfactory, faulty or does not conform to the Contract Documents; fails any inspections, test or approvals; and does not meet all applicable construction, manufacturing, and safety requirements. Notice of all defects shall be given to the awarded Proposer by the Project Manager. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in Paragraphs g, h and i below.
- c. If the Contract Documents, laws, ordinances, rules, regulations or order of any federal, state, local, or public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the awarded Proposer, the awarded Proposer will give the Project Manager timely notice of readiness. The testing company(s) if assigned by the HCSO to this project and all such inspections, tests, or approvals provided for by the HCSO shall be identified in writing by the Project Manager to the awarded Proposer. All other inspections, tests or approvals shall be at the awarded Proposer's expense including additional expenses for inspection and tests required as a result of delays by the awarded Proposer or hours worked beyond 40 hours in a work week. For all required inspections, tests, and approvals on any Work prepared, performed, of assembled away from the site, the awarded Proposer will furnish the Project Manager with the required Certificates of Inspection, testing, or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organizations as may be required by law or the Contract Documents. Materials or Work in place that fail to pass acceptability tests shall be retested at the direction of the Project Manager and at the awarded Proposer's expense. If any such Work required to be inspected, tested, or approved is covered without written approval of the Project Manager, it shall be, if requested by the Project Manager, uncovered for observation in accordance with Paragraphs e and f below. The rates charged the awarded Proposer pursuant to this paragraph shall be agreed upon in writing prior to testing.
- d. Neither observations by the Project Manager or inspections, tests, or approvals by persons other than the awarded Proposer shall relieve the awarded Proposer of their obligations to perform the Work in accordance with the requirements of the Contract Document.
- e. If any Work is covered contrary to the request of the Project Manager, the Work shall, if requested by the Project Manager, be uncovered for observation and replaced at the awarded Proposer's expense.
- f. If any Work has been covered which the Project Manager has not specifically requested to observe, or if the Project Manager considers it necessary or advisable that covered Work be inspected or tested by other parties, the awarded Proposer, by written request, will uncover, expose, or otherwise make available for observation inspection, or testing that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, the awarded Proposer will bear the expense of such uncovering, exposure, observation,

inspection, testing, and satisfactory reconstruction. If, however, such Work is not found to be defective, the awarded Proposer will be allowed an increase in the Contract price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, inspection, testing, and reconstruction, if they make a claim and request a Change Order (refer to Processing Change Orders, Part B, Paragraph 24).

- g. When directed by the Project Manager, the awarded Proposer will promptly, without cost to the HCSO and as specified by the Project Manager, either correct the defective Work whether fabricated, installed, or completed, or remove it from the site and replace it with non-defective Work. If the awarded Proposer does not correct such defective Work or remove and replace such defective Work within a reasonable time, all as specified in a written notice for the Project Manager, the HCSO, after seven (7) days, may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the awarded Proposer or deducted from payment to the awarded Proposer. The awarded Proposer will also bear the expense of making good all Work of others destroyed or damaged by correction, removal, or replacement of this defective Work.
- h. During the warranted period, the awarded Proposer will restore or remove and replace warranted Work to its original specified condition in the event of failure. They will restore or remove and replace other Work which has been damaged by failure of warranted Work, or which must be removed and replaced to gain access to warranted Work. Cost of restoration or removal and replacement is the obligation of the awarded Proposer. Upon restoration or removal and replacement of the warranted Work which has failed, the awarded Proposer will reinstate the warranty by issuing an addendum to the original warranty for at least the remaining warranted period, but for no less than half of the original warranted period.
- i. If, instead of requiring correction or removal and replacement of defective Work, the HCSO prefers to accept it, the HCSO may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be executed by incorporating the necessary revisions in the Contract Documents, included an appropriate reduction in the Contract Sum. If the acceptance occurs after approval, the awarded Proposer shall pay an appropriate sum to compensate for the defect in the Work to the HCSO.

26. INDEMNIFICATION

The awarded Proposer 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 therefrom and (b) is cause in whole or in part by an act or omission of the awarded Proposer, 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 awarded Proposer, 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 awarded Proposer or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

The awarded Proposer 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.

27. INVOICING AND PAYMENTS

The awarded Proposer may invoice the HCSO for Work as completed. All invoices must have a unique invoice number and show: shipping location, description and quantity of items shipped, stock number and unit price. Include the HCSO purchase order number on invoices unless payment is made by HCSO purchasing card.

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

Or emailed to: accountspayable@hcsotampa.fl.us

Payment shall be made in accordance with §215.422, Fla. Stat. which states the awarded Proposer'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.

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

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

- a. Defective Work not corrected.
- b. Failure of the awarded Proposer 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.

28. EXCEPTIONS TO PROPOSAL

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

PART C - TECHNICAL SPECIFICATIONS

1. GENERAL

- a. The airboat shall be operational upon delivery.
- b. The airboat shall conform to all applicable federal, Florida, US Coast Guard, and marine safety regulations.
- c. The airboat shall meet eligibility for State of Florida Marine Vessel Registration.
- d. The airboat shall be manufactured in accordance with or exceed industry standards for this type of vessel. Reconditioned or used parts will not be accepted.
- e. Hull shall be constructed of Marine Grade Aluminum.

2. REQUIRED SPECIFICATIONS FOR AIRBOAT

a. **AIRBOAT CONSTRUCTION**

- i. 16' Marine Grade Aluminum hull (one [1] piece bottom, no splicing of hull).
- ii. Minimum, 8' beam.
- iii. Minimum 20" gunwale height at mid-ship.
- iv. Minimum 24" angled transom height.
- v. Bottom Stiffeners spaced evenly across the bottom, except in the engine stand where extra strength is required.
- vi. $\frac{3}{4}$ deck with non-skid finish, grey in color, to be strengthened as necessary to adequately support a minimum of two (2), 250-pound passengers.
- vii. Flush mounted aluminum deck, with waterproof lid, with two (2) drain tubes extended into hull.
- viii. 10" wide gunwale walk-around on each side of the airboat with non-skid finish, grey in color.
- ix. Other specifications not defined above or below for the airboat should be clearly defined in submitted Proposal.

b. **POLYMER**

- i. Exterior hull bottom shall be fitted with black, minimum 3/8" thick Ultra High Molecular Weight Polymer (one [1] piece).
- ii. Polymer shall extend the full width and length of the hull, and shall be siliconized - crack resistant from within 8" of bow to stern section.
- iii. Exterior side polymer $\frac{1}{4}$ " x 4" and shall extend from the stern to the bow deadrise.

c. **SEATING**

- i. Operator and side passenger single seats shall include a storage area underneath.
- ii. Three (3) passenger bench on dry box mounted in front and below the operator and passenger single seats.
- iii. Seats shall be covered with plain (not embroidered), permanent (replaceable) marine grade vinyl material and include matching weather resistant rain covers. Color shall match non-skid finish.
- iv. Operator and side passenger standing area shall be covered with non-skid finish, grey in color.
- v. Handholds shall be installed on of each side of passenger seats, as well as one (1) on operator's seat for safety.
- vi. Appropriate steps for access to seats.
- vii. All stainless steel construction.

- d. **PROPELLER GUARD**
 - i. There shall be a minimum 3” clearance between the propeller guard, sides and bottom of the hull.
 - ii. The propeller guard shall accommodate law enforcement lights supplied by the HCSO, see Exhibit A.
 - iii. All stainless steel construction.
- e. **FUEL TANK**
 - i. Constructed of Marine Grade Aluminum, minimum 40-gallon capacity, with electric fuel sender.
 - ii. Fuel tank and fuel lines shall meet or exceed US Coast Guard and Boating Industry Association (BIA) standards.
 - iii. Fuel tank filler neck shall be accessible from ground level, while airboat is on the trailer.
- f. **BILGE PUMP**
 - i. Complete bilge system with a minimum of two (2), 2,000 gallon per hour bilge pumps with float switches and the discharge hose mounted through hull.
- g. **GRASS RAKE**
 - i. 36” solid aluminum grass rake with step.
- h. **LIGHTING AND ELECTRONICS**
 - i. US Coast Guard approved navigation lights installed.
 - ii. LED Deck lighting
 - iii. Awarded Proposer shall install HCSO supplied Law Enforcement Lighting, and electronics (Lowrance HDS-7 Gen2, no depth transducer), see Exhibit A.
 - iv. Awarded Proposer shall supply and install the LED spot flood beam combo lights and light bar on the front of the grass guard, see Exhibit A.
- i. **INSTRUMENTATION**
 - i. Instrumentation and control panel of aluminum box type construction mounted on right hand side of operator’s seat.
 - ii. Lighted gauges shall include full marine quality engine gauges.
 - iii. Engine warning system.
 - iv. Kill switch, keyed ignition, and four (4) two-position switches shall be installed and connected to navigation lights, LED spot flood beam combo lights, bilge pump, and law enforcement lights. All electrical equipment shall be inoperable when keyed ignition is in off position.
 - v. Control panel shall include at least one (1), 12 volt, all weather power socket or receptacle, with dual USB charger made from corrosion resistant marine grade materials.
 - vi. All switches shall be marine grade and labeled as to function.
 - vii. Instrument panel cover, color shall match non-skid finish.
 - viii. Black rubber booted toggle switches shall be used for navigation lights and accessories.
- j. **ELECTRICAL SYSTEM**
 - i. 12 volt system with dual batteries controlled by a marine battery selector switch capable of isolating individual batteries, or utilizing both batteries at once.
 - ii. Two (2) maintenance-free marine batteries, minimum 650 marine cranking amperes equipped with plastic battery boxes and tie-downs installed.
 - iii. Batteries shall be mounted a minimum 12”-15” off the deck.

k. **HARDWARE**

- i. All hardware, including but not limited to, nuts, bolts, washers, screws, rivets, hinges, and hose clamps, shall be made of marine grade stainless steel. All fastening hardware shall be of nylon locknut type where applicable.

l. **PAINT**

- i. All non-aluminum metal frame work shall be painted green powder coat. Aluminum metal works shall be left unpainted, with the exception of the rudders, which shall be painted green powder coat. Paint shall be applied in compliance with manufacturer's recommendations.

m. **ENGINE**

- i. One (1) minimum 550 HP.
- ii. Electric fuel pump with fuel/water separator, canister type, with petcock.
- iii. Electric fuel pump linked to keyed ignition.
- iv. Carburetor will be fitted with a backfire flame arrestor.

n. **EXHAUST SYSTEM**

- i. Stainless steel headers.
- ii. Exhaust system of stainless steel flex pipe attached to propeller guard above the deck and vented to the rear of the hull.
- iii. Stainless steel mufflers.

o. **OIL COOLER**

- i. Large, heavy-duty.
- ii. Stainless steel braided oil lines connected to engine and securely mounted above engine, inside propeller guard, in a manner that provides appropriate oil flow and cooling.

p. **PROPELLERS**

- i. Dual, counter rotating.
- ii. Adjustable pitch.

q. **POWER POLES**

- i. Two (2) stern mounted power poles, mounted on the port and starboard sides.

3. **TRAILER**

- a. Tandem axle trailer, minimum 7,000 pound load capacity, and designed to allow for launch and/or loading from dry ground.
- b. Trailer shall include fenders with aluminum step panels at fore and aft.
- c. Bunk trailer shall have left and right horizontal rear side guides (so that the airboat cannot make direct contact with fenders when loading) and two (2) 12" rear rollers.
- d. Coupler shall be 2" diameter with two (2) safety chains (1/2" diameter with hooks), swivel type tongue jack with minimum 1,800 pound capacity.
- e. Spare tire/hub spindle type mount with matching spare tire and complete rim and spare hub assembly equipped with bearing buddy installed on front passenger/starboard side.
- f. Bow stop with heavy duty winch (including strap/cable and hook) located such that grass rake does not interfere with operation of winch; minimum 4" clearance between winch handle and grass rake. Winch stand shall include galvanized safety chain (1/2" diameter) with hook mounted below bow stop.
- g. Trailer shall be equipped with LED brake/signal/running and side marker lights.

- h. Trailer shall include heavy duty, stainless steel ratchet tie downs mounted directly on the rear of the trailer frame on both sides.
- i. Trailer shall meet all US Department of Transportation, National Highway Traffic Safety Administration requirements, and must include capacity labels.

4. OTHER

- a. All components of the airboat shall conform to the requirements of marine quality and marine practice for the intended service of the airboat in continual harsh service.
- b. Upon delivery, airboat shall be accompanied by legal documents as required for State of Florida Registration. This includes an original invoice and Manufacturer's Certificate of Origin (MCO), which must be signed and notarized. Airboat weight shall be included on the MCO.
- c. Manufacturer shall provide an owners/operators manual that includes break-in procedures, maintenance intervals, recommended parts, and procedures for safe operation of all components.
- d. Airboat shall be capable of launching, running, and loading on dry ground.

5. SUBCONTRACTING

- a. The awarded Proposer shall not subcontract any portion of the Work without the prior approval of the HCSO.

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PART D - PROPOSAL RESPONSE

The undersigned understands that this Proposal Package **must be signed in ink** and that the **unsigned** Proposal Package will be considered incomplete and subject to rejection by the Hillsborough County Sheriff's Office (HCSO).

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

* * * USE INK ONLY * * *

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

EXCEPTIONS TO PROPOSAL: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) NOTED MAY CAUSE THIS PROPOSAL TO BE REJECTED BY THE HCSO. **ALL PROPOSERS SHOULD CAREFULLY READ PARAGRAPH 28 OF THE SPECIAL PROVISIONS (PART B).**

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

2. COST OF GOODS AND SERVICES

The undersigned has carefully examined the Proposal Package and all conditions affecting the cost of the product(s) 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 below described product(s) in accordance with the Proposal Package, except as noted on attached Exceptions Form:

Line #	Description	Price
A.	New 16' x 8' airboat per specifications outlined in Part C – Technical Specifications	\$ _____
	Warranty on airboat: _____	
	Warranty on labor: _____	
B.	Trade-in allowance: See Exhibit B	\$ _____
C.	Time to Commence from Date of Award	_____ Calendar Days
D.	Time to Complete from Commencement	_____ Calendar Days
E.	Each Proposer must submit cuts, sketches, descriptive literature, grey non-skid and green powder coat color swatches, and/or complete specifications covering the product(s) offered.	

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3. MANUFACTURING FACILITY ADDRESS

Years in Business: _____

4. NARRATIVES AND DOCUMENTATION

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

Section title pages provided.

- d. Cost of Goods and Services
- e. References
- f. Company Overview, Personnel

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References

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

1.	Company Name:	
	Contact/Title:	
	Phone Number:	
	Email Address	
	Commodity/Service Provided	

2.	Company Name:	
	Contact/Title:	
	Phone Number:	
	Email Address	
	Commodity/Service Provided	

3.	Company Name:	
	Contact/Title:	
	Phone Number:	
	Email Address	
	Commodity/Service Provided	

Proposal Response Section Cover Page

Company Overview, Personnel

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

Identify local management personnel, their experience and qualifications.

Identify Project Manager, qualifications and experience.

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

Documents:

- Insurance Certificates
- Business Tax Receipt
- Appendix II, Vendor Packet

5. 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 below named Proposer affirms and declares:

- a) That Proposer is of lawful age and that no other person, company 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, company or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud;
- c) That the Proposer is not in arrears to Hillsborough County or the 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 HCSO, is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal Response; in the performance of the Contract; in the supplies, materials, equipment, and Work or labor to which they relate; or in any portion of the profits thereof.

The undersigned agrees that this Proposal shall remain open for 60 days following the opening of Proposals.

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. 27-18 for Airboat 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, product, or an equivalent.

_____ 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 _____ DATE _____

COMPANY OFFICER _____ TITLE _____

TELEPHONE NUMBER _____

SIGNATURE _____

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

CHECKLIST, Include the following:

- ONE (1) ORIGINAL and THREE (3) COPIES of the entire RFP.
- ONE (1) Electronic copy. Proprietary information should be separated.
- SIGNATURES required Parts A and D.
- Any Addendums or Amendments (Signatures required).
- Completed Part D including references, signature page and Proposer information.
- Professional Licenses (if applicable).
- Manufacturer literature and warranty information.
- Appendix I, Federal Grant Compliance (Signature required).
- Appendix II, Vendor Packet.

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

ATTN: PURCHASING
813-247-8034

PROPOSAL PACKAGE SUBMITTAL

From: _____

PROPOSAL # 27-18 AIRBOAT

OPENING DATE/TIME:

January 11, 2019 at 3:00p.m.

Appendix I

Federal Grant Compliance

This appendix is included with Request for Proposal (RFP) and Invitation to Bid (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 Contractor 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 Contractor 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 I 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 Contractor 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 can be found, on line at <http://www.wdol.gov>, and the award of a contract shall be conditioned upon the acceptance of the wage determination. 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 CFR §200.321 and to flow down all applicable provisions to subcontractors. The Proposer further accepts the Department of Labor prevailing wage determination.

ACCEPTANCE OF APPENDIX I

We do hereby acknowledge the above provisions as part of the Terms and Conditions of RFP 27-18.

PLEASE PRINT Company Name _____
By _____
Title _____
Signature _____