

**HILLSBOROUGH COUNTY  
SHERIFF'S OFFICE**



Request for Proposal No: 28-15

Fire Systems (Alarm, Detection and Suppression)

Inspection, Testing and Certification

October 15, 2015

Office of the Comptroller  
2008 E. 8<sup>th</sup> Avenue  
Tampa, Florida 33605



Janice Wilder, Sr. Procurement Analyst  
Phone: 813-247-8029 Fax: 813-242-1826  
Email: [purchasing@heso.tampa.fl.us](mailto:purchasing@heso.tampa.fl.us)

### INSTRUCTIONS TO PROPOSERS

Included herein are General Terms and Conditions (Part A); the Special Provisions (Part B); the Technical Specifications (Part C); and the Proposal Response (Part D), which together with all attachments, constitute the entire "Proposal Package". Said Proposal Package must be the basis upon which all proposals are offered and the same (the entire Proposal 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 the Affirmation and Declaration, Proposal Response (Part D). Any questions concerning this proposal package should be directed to the Buyer whose name appears above.

When awarded, this Proposal Package will become part of the "**Contract Document**". The Proposer's signature of Affirmation and Declaration constitutes the Proposer's agreement to the terms therein. **READ THE ENTIRE PROPOSAL CAREFULLY BEFORE SIGNING.**

### NOTICE TO PROPOSERS

**WHEN SUBMITTING A SEALED PROPOSAL, ALL PACKAGES OR ENVELOPES SHOULD BE CLEARLY MARKED AS A BID PACKAGE ON THE OUTSIDE OF THE ENVELOPE. THIS IDENTIFICATION SHOULD INCLUDE THE PROPOSAL NUMBER, PROPOSAL TITLE AND TIME AND DATE DUE.**

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	PROPOSED SCHEDULE OF EVENTS	DATE
1	RFP ADVERTISED AND POSTED TO HCSO WEBSITE	TBD
2	SUBMIT LETTER OF INTENT	TBD
3	PRE-PROPOSAL CONFERENCE	TBD
4	DEADLINE TO SUBMIT PROPOSAL	TBD
7	AWARD NOTIFICATION TARGET DATE	TBD
9	COMMENCEMENT TARGET DATE (12:01 AM)	December 15, 2015

**LETTER OF INTENT**

The undersigned hereby acknowledges the Terms and Conditions, Provisions and Specifications and intends to respond to the Hillsborough County Sheriff's Office Request for Proposal 28-15 Fire Systems Inspection. We understand that any amendments, clarifications and addenda to the Request for Proposal will be promptly communicated to the individual authorized below to receive this information.

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NAME TITLE

---

COMPANY NAME EMAIL ADDRESS

---

MAILING ADDRESS

---

TELEPHONE NUMBER FAX NUMBER

---

SIGNATURE

THE FOLLOWING REPRESENTATIVE(S) \*\* WILL BE ATTENDING THE MANDATORY PRE-PROPOSAL CONFERENCE. Please limit to three persons per company.

\*\* \_\_\_\_\_

\*\* \_\_\_\_\_

\*\* \_\_\_\_\_

THIS FORM SHOULD BE SENT IMMEDIATELY TO Janice Wilder, Buyer  
AT [Purchasing@hcsotampa.fl.us](mailto:Purchasing@hcsotampa.fl.us) or FAXED TO 813-242-1826

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

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

SUBJECT: Request for Proposal Number 28-15

PROPOSAL TITLE: Fire Systems Inspection, Testing, Certification

**PROPOSAL OPENING DATE & TIME: November 23, 2015 3:00 P.M. EDT**

PLACE: Sheriff's Operation Center  
Purchasing Office, Room 125  
2008 E. 8th Avenue  
Tampa, Florida 33605

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

**PRE-PROPOSAL CONFERENCE – MANDATORY: November 2, 2015 10:00 AM EDT**

Conference will begin at Falkenburg Road Jail and proceed to other locations. Report to the main lobby for visitor processing. Have your driver's license. Do not have on your person cigarettes, lighters, cell phones, knives or other weapons.

Falkenburg Road Jail 520 N. Falkenburg Road Tampa, Florida 33619	Orient Road Jail 1201 Orient Rd. Tampa, Florida 33619	Hillsborough Re-Entry Center 1800 Orient Road Tampa, Florida 33619
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PART A - GENERAL TERMS AND CONDITIONS:

1. Proposal Responses: Proposals must be contained in a SEALED envelope or package addressed to: David Gee, Sheriff, 2008 E 8th Avenue, Tampa, Florida 33605. To prevent inadvertent opening, the proposal package must be marked as a PROPOSAL DOCUMENT (including the proposal number) on the outside of the envelope.

If our specifications, when included in our Request for Proposal, are not returned with your proposal, and no specific reference is made to them in your proposal, 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 contain information that can be construed or is intended to be a deviation from our specifications, such deviations must be specifically referenced in your proposal response .

2. Proposal Delivery: The responsibility for getting the proposal 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 Sheriff 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 vendor 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 web page <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. Questions: All questions regarding this Proposal shall be submitted in writing to the Buyer, Janice Wilder at Email [purchasing@hcso.tampa.fl.us](mailto:purchasing@hcso.tampa.fl.us) . Submitted questions will be answered and posted publically on the HCSO web page <http://www.hcso.tampa.fl.us> under the Purchasing tab and the appropriate year and Proposal number.
5. Time for Consideration: Proposer warrants by virtue of Proposal, the prices quoted in his 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 proposal opening time and date.
6. Prices: All proposal responses submitted must show the net Proposal price after any and all discounts allowable have been deducted. Price(s) 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 a tax exemption certificate to the awarded 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 apply to this Proposal matter and that all applicable taxes and fees shall be deemed to have been included in the Proposal Response as part of materials cost, when applicable.
7. 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.
8. Proposal Obligation and Disposition: The contents of the Proposal and any clarifications thereto submitted by the Proposer shall 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.
9. No Proposal: If the receipt of this RFP is not acknowledged, the Proposer's name may be removed from the HCSO Bidders List.
10. 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.
11. Laws, Statutes and Ordinances: The terms and conditions of the RFP and the resulting Contract or activities based upon the RFP 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.

12. Familiarity with Law: 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 him from responsibility.
13. Public Entity Crimes: Pursuant to §§287.132/133 of the Fla. Stat., the HCSO, as a public entity, may not accept any Proposal from, award any Contract to, or transact any business in excess of the threshold amount provided in Section §287.017 Fla. Stat. for Category Two (currently \$35,000) with any person or affiliate on the convicted vendor list for a period of thirty-six (36) months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f) Fla. Stat. If you submit a Proposal in response to this request, you are certifying that Florida Statutes §287.132 -133 do not restrict your submission.
14. Public Record: Any material submitted in response to this Request for Proposal will become a public document pursuant to §119.07 Florida Statutes. 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, Florida Statutes. Public Records. The awarded Vendor or Contractor 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 Request for Proposal will be handled in accordance with applicable Florida Statutes.

15. 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. 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.
16. Disputes: 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 the dispute notice to review the issues with the stakeholders and evaluation committee, if necessary, and consider the dispute as written. . At that time, additional information and/or meeting from the Proposer may be requested to gain further clarification of the issues. Upon completion of this review process the Purchasing Section will make a recommendation to the Comptroller.

The Comptroller may concur with the recommendation or arrive at a separate decision. The decision of the Comptroller will be communicated to the Proposer in writing. This decision and the basis upon which it was made will be communicated within five (5) business days following the receipt of the recommendation from the Purchasing Section. A single appeal of the Comptroller's decision is available by submitting a notice in writing within seventy-two (72) hours (excluding County holidays, Saturdays and Sundays) of receiving the Comptroller's decision requesting a Management review of the decision. Final decision of an appeal will be made by the Sheriff.

17. Specifications: Attached.

DAVID GEE, SHERIFF  
HILLSBOROUGH COUNTY, FLORIDA

*“Signature On File”*

By \_\_\_\_\_  
Christina R. Porter, CPA  
Comptroller

18. General Terms and Conditions outlined above are acknowledged. Our proposal is attached.

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**Company Name**

**Date**

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**Print Name/Title**

**SIGNATURE** \_\_\_\_\_

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR PROPOSAL AFTER COMPLETING PARAGRAPH 18. 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 ON THE SPECIFICATION PAGE OR PROPOSAL RESPONSE (PART D), PARAGRAPH 1.



## PART B - SPECIAL PROVISIONS

### 1. IN GENERAL

The Hillsborough County Sheriff's Office (HCSO) is seeking to contract with a vendor(s) capable of providing for the annual, semi-annual and quarterly inspection, testing & certification of the fire alarm, detection and suppression systems within all detention facilities.

The Detention Maintenance Bureau (DMB) is responsible for maintenance of HCSO detention facilities which include two Hillsborough County jails and various out buildings.

Locations and corresponding lists of systems and equipment at each location can be found in Part D, Proposal Response.

### 2. SCOPE OF WORK

The successful proposer will provide all components, including labor, materials, equipment, tools, parts, supplies, supervision and documentation necessary to initiate and complete inspection, testing and certification of the various fire protection systems named herein in order to maintain the strictest safety practices and compliance with the National Fire Protection Association (NFPA) and with all Federal, State and Local government laws, codes and regulations.

Pricing will be a fixed rate per system location, by frequency for the required service. System repairs or upgrades will not be included in this RFP as they are first addressed by the DMB and the Information Services Division (ISD). If repairs cannot be completed in house, quotes will be solicited.

The jails present unique and challenging security issues for outside contractors. Security clearance in the form of a background check performed by the HCSO is required for all Contractor personnel working on HCSO property. Other security related issues such as cell phone use and tool inventory will be addressed either in Part C Specifications or at the Pre-proposal conference.

### 3. MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT

All Proposers must attend the Pre-Proposal Conferences at the times, dates and places indicated on page five (5). The purpose of the Pre-Proposal Conferences and site visits will be to offer all interested parties an opportunity to discuss the proposal requirements, specifications, conditions and processes as well as to view the facilities and equipment in use. 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 Proposal. Submitted Proposals will be returned to any Proposer who did not attend the Mandatory Pre-Proposal Conference(s) and site visit(s).

### 4. PROPOSER QUALIFICATIONS

Proposals shall be considered only from those who can clearly demonstrate to the HCSO a professional ability to perform the type of work specified within the RFP. Proposers must be able to demonstrate adequate organization, financial backing, equipment and personnel to ensure continuous provision of quality service to the HCSO. In the determination of the evidence of responsibility and ability to perform the contract by the Proposer, the HCSO reserves the right to investigate the financial condition, experience 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 Sheriff reserves the right to reject a proposal when evidence indicates the inability to perform the work specified within the RFP.

5. COMMUNICATION BETWEEN PARTIES

All questions in regard to this RFP are to be directed, in writing to the Buyer: Janice Wilder, Senior Procurement Analyst, at [Purchasing@hcsso.tampa.fl.us](mailto:Purchasing@hcsso.tampa.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 [www.hcsso.tampa.fl.us](http://www.hcsso.tampa.fl.us). This will include minutes from the Pre-Proposal Conference, Questions and Answers (Q & A), amendments etc. Posting documents to the HCSO website is considered the official method of notification. Regardless of whether the Buyer forwards amendments or other documents by email, it is the Proposer's responsibility to verify they are aware of all website postings regarding the RFP.

6. LETTER OF INTENT

Interested parties planning on attending the Pre-Proposal Conference should notify the Buyer by use of the Letter of Intent form included herein. As a convenience, the person(s) indicated on the Letter of Intent with a valid and legible email address will be notified by email of RFP events such as amendments and Q & A. This notification is additional and not in place of the official website postings and communication described above.

7. PREPARATION AND SUBMITTAL OF PROPOSALS

All proposals shall be signed in ink by the authorized principle of the firm. A signature of Acknowledgement to Part A, General Terms and Conditions is required on page eight (8) and a signature of Affirmation and Declaration is required on page twenty-five (25). All amendments to the RFP require a signature acknowledgement by the Proposer and must be returned with the proposal response.

Proposal responses must 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 not 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 the HCSO Purchasing Section 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 documents 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 Portable Document Format (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 notice of any such postponement to each prospective proposer.

## 8. 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 proposals 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 will be disqualified. After evaluation of the proposals received and approval by the Sheriff, all proposers will be notified of the selection.

## 9. EVALUATION OF PROPOSALS

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

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

a.	Price	35 points
b.	Company Overview	15 points
c.	Personnel/Technical Qualifications	15 points
d.	References	<u>35 points</u>
	<b>TOTAL</b>	<b><u>100</u></b>

An evaluation committee, consisting of a minimum of three (3) persons each will be assigned. Each committee member will independently read and score all eligible proposals. Any clarifications requested by a committee member will be presented to the Proposer through the Buyer. When all evaluations are complete, the Buyer will tabulate the results providing a scoring matrix indicating the group's collective ranking of each Proposer. The Buyer will present the composite evaluation results to the committee members, who may then submit their recommendation in accordance with the results of the scoring, or if deemed in the best interest of the HCSO, request a Best and Final Offer from the top ranked firms.

## 10. 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 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.

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

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

11. AWARD

The Buyer will submit the evaluation committee's final recommendations 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(s) which in the opinion of the Sheriff, offers the best value and best serves the requirements of the HCSO. The HCSO also reserves the right to select options from one or more Proposers when in the best interest of 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 his/her 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 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 Section at (813) 247-8034.

12. 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 the 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.

13. CONTRACT DOCUMENT

The contract between the HCSO and the Contractor 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 Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Contractor's response.

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 his 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 Contractor(s) and HCSO.

14. ADDITION / DELETION BY CHANGE ORDER

The HCSO reserves the right to add or delete sites or services from this proposal or resulting contract(s) when deemed to be in the best interest of the HCSO. Such changes will be considered a Change Order to the contract and shall include the HCSO written description of the addition/deletion and the Contractor's written quote representing any increase, decrease or no change to the contract pricing in regard to the addition/deletion. The written Change Order and Contractor quote will be presented for the Comptroller's approval before being added to the contract pricing.

**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 until approved in writing by the Comptroller and acknowledged by the Contractor.**

New buildings are scheduled to open at FRJ in 2016 and will be added to this contract.

15. CONTRACTUAL OBLIGATIONS

The Contractor 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 Contractor. This statement does not prohibit subcontracting of the work but does prohibit subcontracting overall management obligations pertaining to the work and requires the Contractor to retain ultimate liability for all contractual obligations.

16. DEFAULT

The contract may be cancelled with cause by the HCSO Comptroller in whole or in part by written notice of default to the Contractor based on non-performance or violation of contract terms. When issuing a notice of default and intent to terminate, the HCSO may opt to allow the Contractor an opportunity to cure or correct the default conditions specified within a given time period. Assessment as to the success of the attempt to cure rests solely with the HCSO. A written final determination will be provided by the HCSO. It shall be at the discretion of the HCSO to order the Contractor to stop work immediately and leave the premises or to provide a final date of services when a notice of termination is executed.

Upon default of a Contractor, the HCSO may obtain services or products specified on the open market or opt to negotiate a new contract with the next best responsive and responsible Proposer. Contractors who default may be removed from the Bidders List for future contracts at the discretion of the Comptroller.

17. CANCELLATION

When deemed to be in the best interest of the HCSO, any contract(s) resulting from this specification may be canceled without cause by providing thirty (30) calendar days written notice to the Contractor.

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

18. NEXT BEST PROPOSER

In the event of a default by the Contractor, the HCSO reserves the right to award to the next best Proposer. In the event of this occurrence, the next best Proposer 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.

19. CONTRACT TERM

The initial contract term shall be two (2) years from commencement date. Upon mutual agreement, the contract may be renewed for three (3) consecutive one (1) year renewal periods based upon mutual consent of both parties. Changes in the contractual provisions or services to be furnished under the contract may be made only in writing, and must be approved by the Comptroller and the agent of the Contractor. Should a decision be made to increase the scope of the contract, the Sheriff and the Contractor will mutually agree, in writing, to an adjusted contract price.

20. ESCALATION/DE-ESCALATION

Billing rates are to remain constant during the initial two (2) year contract term. Escalation or De-escalation of the billing rates will be considered only when presented in writing thirty (30) days prior to the anniversary date and only as substantiated by the Contractor's increased cost. Written notice and documentation of cost increase must be presented to and accepted by the HCSO a minimum of thirty days prior to the effective date of the change. Failure to comply with these instructions shall be grounds for disallowance of escalation/de-escalation clause as stated herein.

21. CERTIFICATES OF INSURANCE

The Contractor shall not commence any work in connection with this Contract until he has obtained all the following types of insurance and such insurance has been approved by the HCSO, nor shall the Contractor allow any Sub-Contractor to commence work on his sub-contract until all similar insurance required of the Sub-Contractor has been so obtained and approved. All insurance policies shall be with insurers qualified to do business in Florida. The Contractor will provide a copy of their Certificates of Insurance naming the "Hillsborough County Sheriff's Office - All Locations".

a. Worker's Compensation and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous work under this contract at the site is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each Sub-Contractor to provide adequate insurance, satisfactory to the Hillsborough County Sheriff's Office, for the protection of his employees not otherwise protected.

- b. Comprehensive Liability Insurance  
 The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance and shall protect him/her 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 himself or by anyone directly or indirectly employed by himself, and the amounts of such insurance shall be the minimum limits as follows:
- Comprehensive General Liability: \$300,000 bodily injury and property damage combined single limit.
  - Automobile: \$300,000 bodily injury and property damage combined single limit.

22. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor agrees to indemnify and hold harmless the Sheriff, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from acts or omissions of the Contractor, its agents or sub-contractors. The Contractor agrees to hold harmless the Sheriff, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from any injury or damage sustained by any person or property in consequence of any neglect in safeguarding contract work, by the Contractor, its agents or sub-contractors or from any claims or amounts arising or uncovered under any law, by-law, ordinance, regulation or decree.

23. OTHER TERMS AND CONDITIONS

- a. **Equal Employment Opportunity.** The Contractor shall comply with all provisions of Federal, State and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, handicap or national origin.
- b. **Warranty Against Contingent Fees.** The Contractor will agree to warrant that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Proposer for the purpose of securing business.
- c. **Licensing.** It is the responsibility of the Contractor to have and maintain the appropriate licenses and certificates valid for company to operate and for all employees to carry out the duties of the assignment.

24. 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.

25. INVOICING AND PAYMENTS

The Contractor will invoice the HCSO for services completed. Invoices will show at a minimum the location of service, type of service performed, contract rate and the purchase order number. Payments will be made within thirty days unless disputed. Payment shall be made in accordance with §215.422, Fla. Stat. which states the vendor's rights and the Sheriff's Office 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.

A purchase order will be issued annually at the beginning of the HCSO fiscal year, October 1<sup>st</sup>, to cover the annual contract cost per location. Purchase Order numbers should appear on invoices. It is a requirement of the HCSO that the Division Commander, or their designee, review and approve all invoices prior to the HCSO remitting payment.

Invoices should be addressed to:

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

Alternately, invoices may be emailed to [accountspayable@hcsotampa.fl.us](mailto:accountspayable@hcsotampa.fl.us) .

ACH and Purchasing Card payments are preferred and available upon request and authorization. Please inquire at [accountspayable@hcsotampa.fl.us](mailto:accountspayable@hcsotampa.fl.us) or at (813) 247-8276.

26. EXCEPTIONS TO PROPOSAL REQUIREMENTS:

All proposals must clearly and with specific detail all deviations to the exact requirements imposed upon the Proposer 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. Proposers are hereby advised that the HCSO will only consider proposals that meet the specifications and other requirements imposed upon them by this 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 the General Terms and Conditions (Part A), the Special Provisions (Part B) and the Technical Specifications (Part C).



PART C – TECHNICAL SPECIFICATIONS (SERVICE PROGRAM DETAILS)1. GENERAL REQUIREMENTS

The Proposer will be expected to respond with a detailed description of their company's ability to provide the services specified. The specifications listed below are intended to provide the minimum requirements of the Hillsborough County Sheriff's Office (HCSO). The successful Proposer will describe the methods, resources, systems and processes utilized to create and maintain an outstanding plan for service. The specifications are intended to serve as guidelines to features required for satisfactory performance.

2. SPECIFICATIONS

- a. The Contractor shall be authorized and certified with a minimum of three (3) years experience on the service and maintenance of the systems upon which they bid. It is desired but not required to have a factory trained certified contractor or employee of the Contractor onsite during the time of the inspection, testing and certification procedures.
- b. The Contractor shall comply with all current applicable requirements of the Division of State Fire Marshall Uniform Fire Safety Rules and Standards, all applicable requirements of the National Fire Protection Association (NFPA) latest edition standards and all Federal, State and Local laws, codes, rules and regulations that govern this type of equipment and service. In case of conflict between codes, reference standards and the other contract documents, the most stringent requirement shall govern. The Contractor shall propose the most stringent requirement.
- c. The Contractor shall furnish proof of license by the State of Florida to be an installer or, State Certified Municipal Inspector, under this type of service. Provide copies of licenses and training certificate(s) with your proposal response.
- d. The Contractor shall provide sufficient manpower to perform service in all applicable areas without interference of the daily work schedule of those areas. Adequate Contractor personnel shall be provided to perform service without additional assistance from the maintenance and engineering staff who are available to escort and to answer questions and provide accessibility throughout a facility but not to perform testing or inspection duties. The Contractor shall provide minimum of two technicians to perform alarm system inspections and testing.

The Contractor further agrees to work with HCSO staff to coordinate work with other Contractors which may be present in the facility.

- e. After the testing and inspections are completed, the Contractor shall provide an inspection report and a list of deficiencies to the appropriate Supervisor or Fire Safety Officer within ten (10) calendar days.
- f. The Contractor must provide all the equipment, tools and supplies to complete the scheduled service. Some locations, such as the Falkenburg Road Jail (FRJ), will have lift equipment available on site. It is the Contractor's responsibility to determine any additional equipment needs prior to scheduling service.

- g. The Contractor shall guarantee maintenance of any equipment used in testing or inspecting fire system devices and provide upon demand, proof of equipment calibration or certification as may be pertinent to the accuracy of the inspection reports.
- h. The Contractor agrees to take all precautions necessary to protect persons and property against injury or damage during the performance of service and at any time while on HCSO property. The Contractor further agrees to replace or repair any fire systems equipment damaged by the Contractor during inspection at no expense to the HCSO. All efforts will be made by the Contractor to immediately repair damages to other HCSO property caused by negligence on the Contractor's behalf. If the damage is extensive or includes injury to any person the Contractor is expected to process the claim through their liability insurance as is required in Part B, Paragraph 21.
- i. All work must be scheduled with the Fire Safety Officer Master Sergeant Jon Weitzel, Office Phone 813-247-0294. Email [jweitzel@hcsotampa.fl.us](mailto:jweitzel@hcsotampa.fl.us) . Notification must be no less than forty-eight (48) hours in advance of the intended starting date.
- j. All Contractor employees who will be performing service on HCSO property must be cleared by HCSO background check prior to being allowed to enter the facility. Background checks will be performed at HCSO expense based on information provided by the Contractor. Should a new Contractor employee be assigned, the HCSO must be notified a minimum of five business days prior to the new employee requesting access to an HCSO facility.
- k. Contractors performing service inside the jails will be escorted by HCSO DMB personnel at all times. It should be understood that the Contractor's work could be interrupted by an emergency safety or security issue at any time. No additional charges will be allowed due to this type of service interruption. The Contractor is expected to be flexible and cooperative if such an event would occur.

All persons entering a detention facility will be scanned by a walk through or wand type magnetometer. No weapons, cell phones or tobacco products are allowed in the jail. Visitors and HCSO are required to have their badge visible at all times. Contractors are expected to wear appropriate working attire and may be denied access if attire is considered inappropriate. Safety vests can be worn in the jail but should not be orange in color. Tools will be inventoried upon entering and exiting a detention facility.
- l. All HCSO facilities are tobacco free. No smoking is allowed on any HCSO property.
- m. Any available information regarding systems configuration will be made available during the pre-proposal conferences.



## 2. PRICE - 35 Points

This section allows for a standardized response of your proposed pricing.

The undersigned has carefully examined the proposal package and all conditions affecting the cost of the service required by the Hillsborough County Sheriff's Office. We hereby propose to furnish the below described service in accordance with the proposal package, except as noted on attached Exceptions Form:

### A. ORIENT ROAD JAIL (ORJ) 1201 Orient Road, Tampa, Florida 33619

Line#	System/Equipment Description	UOM	Service Frequency	Price
1	Edwards EST3X Alarm System	All Devices	Annual	
2	Sprinklers – Wet Suppression (4 <sup>th</sup> Quarter includes expanded annual)	70 Risers	(3) Quarterly	
			(1) Annual/4th Qtr	
3	Pry-a-lon Halon 1301 Clean Agent Suppression System	All inclusive system	Semi-Annual	
4	Ansul Grease Hood - – include fusible link replacements.	1	Semi-Annual	
5	Rangeguard Grease Hood – include fusible link replacements.	1	Semi-Annual	
6	Hydrants	8	Annual	
7	Fairbank Morse Fire Pump (Diesel)	1	Annual	
8	Post Indicator Valve	1	Annual	
9	Fire Hose Valve (Due 2016)	108	Five Year	

**B. FALKENBURG ROAD JAIL (FRJ) 520 N/ Falkenburg Road, Tampa, Florida 33619**

Line#	System/Equipment Description	UOM	Service Frequency	Price
10	Edwards EST3X Alarm System	All Devices	Annual	
11	Sprinklers – Wet Suppression (4 <sup>th</sup> Quarter includes expanded annual)	66 Risers	(3) Quarterly	
			(1) Annual/4th Qtr	
12	Fike Cheetah FE-25 Clean Agent Suppression System	All inclusive system	Semi-Annual	
13	Ansul Grease Hood - – include fusible link replacements.	1	Semi-Annual	
14	Hydrants	16	Annual	
15	Post Indicator Valve	14	Annual	

**C. RE-ENTRY CENTER (HREC) 1801 Orient Road, Tampa, Florida 33619**

Line#	System/Equipment Description	UOM	Service Frequency	Price
16	Edwards EST3X Alarm System	All Devices	Annual	
17	Sprinklers – Wet Suppression (4 <sup>th</sup> Quarter includes expanded annual)	1Riser	(3) Quarterly	
			(1) Annual/4th Qtr	
18	Hydrant	1	Annual	

**D. DMB FIRE EXTINGUISHER INSPECTION – ALL LOCATIONS**

Annual inspection and certification of fire extinguishers - Request flat, per unit, all inclusive price.

Line#	System/Equipment Description	UOM	Service Frequency	Price
19	Fire Extinguishers Flat rate to cover 5, 10 & 20 lb extinguishers of any brand (most are ABC) for annual inspection, certification, replacement of tamper proof tag, recharging as needed, hydrostatic testing as needed, replacement of non-operational units as needed.	EACH FRJ-222 ORJ-206 HREC-20	Annual	

## 2. NARRATIVES & DOCUMENTATION

The following pages refer to the additional criteria on which the proposal will be evaluated as described in Part B Paragraph 9 - Company Overview, Personnel Qualifications and References.

Suggestions are offered below of the types of documentation and narrative descriptions to include in this part of your response. Do not be restricted by these suggestions. Provide details that will testify to your company's experience and knowledge of the scope of work and practices that increase your value to a customer.

### ➤ Company Overview – 15 Points

Narrative: Describe 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

Documents: Include such documentation as

- Insurance Certificates
- Business Tax Receipt/ Occupational License (license to do business in the municipality in which your local office is located)
- IRS Form W9
- HCSO Vendor application form
- Financial Statement

### ➤ Personnel Qualifications, Experience and Technical Expertise – 15 Points

Narrative: Discuss such subjects as:

- Identify local management personnel, their experience and qualifications.
- How many technical staff do you employ?
- Are there varying levels of expertise among your technicians?
- What type of training would you guarantee a technician assigned to an HCSO property would have successfully completed?
- What is your turnover rate in technicians?
- Describe your basic training program, internships, apprenticeship
- Who would be assigned as our support personnel? Would you assign an account manager and, if so, what would their qualifications be?

Documents: Include such documentation as

- Resumes
- Licenses and Certifications
- Authorized Distributor Training
- Training syllabus , manuals or program materials

**References - 35 Points**

Provide a minimum of three references of current customers that would have service needs similar to the needs of the HCSO.

- ❖ Company/Agency Name \_\_\_\_\_  
Contact Person Name & Title \_\_\_\_\_  
Phone number \_\_\_\_\_  
Email address \_\_\_\_\_
- ❖ Company/Agency Name \_\_\_\_\_  
Contact Person Name & Title \_\_\_\_\_  
Phone number \_\_\_\_\_  
Email address \_\_\_\_\_
- ❖ Company/Agency Name \_\_\_\_\_  
Contact Person Name & Title \_\_\_\_\_  
Phone number \_\_\_\_\_  
Email address \_\_\_\_\_
- ❖ Company/Agency Name \_\_\_\_\_  
Contact Person Name & Title \_\_\_\_\_  
Phone number \_\_\_\_\_  
Email address \_\_\_\_\_
- ❖ Company/Agency Name \_\_\_\_\_  
Contact Person Name & Title \_\_\_\_\_  
Phone number \_\_\_\_\_  
Email address \_\_\_\_\_

3. VENDOR INFORMATION

Business Name (As shown on your invoice): \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_ OR Social Security No. \_\_\_\_\_

(Please include an IRS Form W9 with your response)

Check One: Corporate Entity \_\_\_\_\_ Non Corporate (1099) \_\_\_\_\_ Sole Proprietor (1099) \_\_\_\_\_

Owner's Name as per IRS records, if reporting under SS# \_\_\_\_\_

Business Type: Commodity \_\_\_\_\_ Services \_\_\_\_\_ (Provide Certificates of Insurance if working on HCSO property)

Our company has been in business under its current name since: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Website: (If applicable) \_\_\_\_\_

General Correspondence Mailing Address:

\_\_\_\_\_

Remit to Address: (If Applicable) Address checks to be mailed to if different than mailing address above:

\_\_\_\_\_

Warehouse Address (If Applicable):

\_\_\_\_\_

Contact Information – Name/Email Address/Phone Number - for the following departments:

Sales: \_\_\_\_\_

Customer Service: \_\_\_\_\_

Accounting: \_\_\_\_\_

Check all that apply - We accept Payment by: Check \_\_\_\_\_ ACH/EFT\*\* \_\_\_\_\_ Credit Card (Visa) \_\_\_\_\_

\*\*To receive electronic payments please complete "Authorization for Electronic Payment" form available on the HCSO website at <http://www.hcso.tampa.fl.us> under the Purchasing Section, Doing Business with the HCSO.



4. Affirmation and Declaration

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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 RFP package.

The below named Proposer affirms and declares:

- a) That Proposer is of lawful age and that no other person, firm or corporation has any interest in this RFP offered to be entered into;
- b) That this RFP is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud;
- c) That the 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 bid shall remain open for sixty days following the opening of bids.

Respectfully submitted by,

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

EACH 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 PROPOSAL RESPONSE (PART D), PARAGRAPH 1, EXCEPTIONS.

STATEMENT OF NO PROPOSAL

NOTE: If you do not intend to respond to this requirement, please return this form to:

HILLSBOROUGH COUNTY SHERIFF's OFFICE

Email: [Purchasing@hcsotampa.fl.us](mailto:Purchasing@hcsotampa.fl.us) or

Fax: 813-242-1826

We, the undersigned, have declined to respond to your Proposal No.28-15 Fire Systems Inspection, Testing and Certification for the following reasons:

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

\_\_\_\_ Insufficient time to respond to the Invitation 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 Bidders List.

PLEASE PRINT - COMPANY NAME\_\_\_\_\_

COMPANY OFFICER\_\_\_\_\_

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

DATE\_\_\_\_\_

SIGNATURE\_\_\_\_\_

PROPOSAL EVALUATION

Proposer Name: \_\_\_\_\_ Evaluated by: \_\_\_\_\_

Criteria and Comments supporting awarded score Points Allowed Points Awarded

A. PRICE 35 points

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B. COMPANY OVERVIEW 15 points

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C. PERSONNEL QUALIFICATIONS/TECHNICAL 15 points

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D. REFERENCES 35 points

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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.

DAVID GEE, SHERIFF  
2008 E. 8<sup>TH</sup> AVE  
TAMPA FLORIDA 33605

ATTN: PURCHASING Ext. 8034

BID PACKAGE SUBMITTAL

RFP/BID #28-15 FIRE SYSTEMS  
INSPECTION, TESTING AND CERTIFICATION

OPENING DATE & TIME:  
November 23, 2015 AT 3:00 PM EST