

**HILLSBOROUGH COUNTY  
SHERIFF'S OFFICE**



**CHAD CHRONISTER, SHERIFF**

INVITATION TO BID 2023-007

LANDSCAPE REMOVAL, INSTALLATION AND  
MAINTENANCE

January 1, 2023

# **HILLSBOROUGH COUNTY SHERIFF'S OFFICE**



**CHAD CHRONISTER, SHERIFF**

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

Robert Flamand, Buyer  
(813) 247-8068 [RFlamand@TeamHCSO.com](mailto:RFlamand@TeamHCSO.com)

## **INSTRUCTIONS TO BIDDERS**

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

When awarded, the Bid Package becomes the "**Contract Document**". The Bidder's signature on the BID RESPONSE (PART D), constitutes Bidder's agreement to the terms therein. The signature on the Bid 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 BID PACKAGE CAREFULLY BEFORE SIGNING.**

## **NOTICE TO BIDDERS**

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

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<b>PROPOSED SCHEDULE OF EVENTS</b>	<b>DATE</b>
Bid Advertised / Posted to HCSO and OSD Websites	January 1, 2023
<b>Mandatory Pre-Bid Site Visit and Facility Tour</b>	January 11, 2023
DEADLINE TO SUBMIT QUESTIONS	January 18, 2023
DEADLINE TO SUBMIT BID	January 25, 2023
Award Notification Target Date	February 8, 2023

**LETTER OF INTENT**

**INVITATION TO BID NO. 2023-007**

The undersigned acknowledges the General Terms and Conditions of the Bid and intends to respond to the Hillsborough County Sheriff's Office (HCSO). We understand that any amendments, clarifications, and addenda to the Bid 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

THE FOLLOWING REPRESENTATIVE(S) WILL ATTEND THE MANDATORY PRE-BID SITE VISIT:

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

\_\_\_\_\_  
Email Address

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

\_\_\_\_\_  
Email Address

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

\_\_\_\_\_  
Email Address

**\*\*NOTE: THIS FORM SHOULD BE SENT IMMEDIATELY TO THE BUYER LISTED ON THE FRONT OF THIS DOCUMENT AT FAX NUMBER 813-242-1826 or**

**[Purchasing@HCSO.Tampa.FL.US](mailto:Purchasing@HCSO.Tampa.FL.US)**

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

**SUBJECT:** Invitation to Bid 2023-007

**BID TITLE:** Landscape Removal and Installation Project

**BID OPENING DATE & TIME:** January 25, 2023 at 3:00 PM

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

Bid Overview: The purpose of this Invitation to Bid (Bid) is to describe the requirements of Chad Chronister, the Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida (Sheriff) to secure bids from qualified contractors to provide landscape removal and installation services (Attachment 1) as well as landscape and grounds maintenance at the HCSO Sheriff's Operations Center at 2008 East 8th Avenue Tampa, FL 33605.

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

**MANDATORY PRE-BID SITE VISIT AND FACILITY TOUR – This site visit must be attended.**

Pre-bid Site Visit: A mandatory pre-bid site visit has been scheduled for January 11, 2023. Please meet at the Sheriff's Operations Center at the Access Control building at 9:00 A.M. All attendees must adhere to HCSO policies and procedures while on site.

Pre-Bid Site Visit: January 11, 2023, 9:00 A.M. EST

PLACE: Malcolm E. Beard  
Sheriff's Operations Center (SOC)  
2008 East 8<sup>th</sup> Avenue  
Tampa, Florida 33605

**PART A - GENERAL TERMS AND CONDITIONS**

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

If our specifications, when included, are not returned with your Bid, and no specific reference is made to them in your BID 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 BID 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 BID RESPONSE, *Exceptions* (PART D, Paragraph 1).

2. **BID DELIVERY:** The responsibility for getting the Bid to the HCSO on or before the stated time and date will be solely and strictly the responsibility of the Bidder. 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 Bidder shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Bids will not be accepted after the time specified for receipt.
3. **ON-LINE DOCUMENTS:** The HCSO publishes procurement-related documents on its website at <https://TeamHCSO.com/Purchasing> for the convenience of companies wanting to do business with the HCSO and to save tax dollars. This service is public record and the HCSO is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a bid.
4. **TIME FOR CONSIDERATION:** Bidder warrants, by virtue of bidding, the prices quoted in their response will be good for an evaluation period of 60 calendar days from the date of bid opening unless otherwise stated. Bidders will not be allowed to withdraw or modify their Bids after the opening time and date.
5. **PRICES:** All bids submitted must show the net bid price after any and all discounts allowable have been deducted. **Prices quoted are to be F.O.B. Destination.** All prices shall include freight (to include manufacturer to distributor), packaging, and any other similar fees. The HCSO is exempt from all state sales, use, transportation, and excise taxes. The HCSO will issue tax exemption certificates to the Awarded Contractor.

**The Bidder'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 Bid, and that all applicable taxes and fees shall be deemed to have been included in the BID RESPONSE (PART D) as part of the materials cost, when applicable.**

6. **BID ERRORS:** When errors are found in the extension of bid prices, the unit price will govern. Bids having erasures or corrections must be initialed in ink by the Bidder.

7. CONDITION OF MATERIALS AND PACKAGING: Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Bid shall be NEW and in FIRST CLASS CONDITION or FIRST QUALITY, that all containers shall be NEW and suitable for storage or shipment, and that prices include standard commercial packaging for the items shipped.
8. CLAIMS: The Awarded Contractor will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
9. WHEN TO MAKE DELIVERY: Deliveries resulting from this Bid are to be made during the normal working hours of the HCSO. It is the Bidder's responsibility to obtain this information.
10. INFORMATION AND DESCRIPTIVE LITERATURE: Bidders must furnish all information requested in the Bid. If specified, each Bidder must submit samples, cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted with previous responses will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
11. BID SUBMITTAL COSTS: Submittal of a Bid is solely at the cost of the Bidder and the HCSO in no way is liable or obligates itself for any cost incurred by the Bidder in preparing the Bid Package.
12. NO BID: If you do not wish to submit a response to the Bid, please return the STATEMENT OF NO BID herein as APPENDIX II. The "No Bid" information is helpful to the process and assures the HCSO you wish to remain on the HCSO Supplier List.
13. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA): The Bidder certifies that all material/items contained in their response meets all OSHA requirements.
14. LAWS, STATUTES, AND ORDINANCES: The terms and conditions of the Bid and the resulting Agreement shall be construed in accordance with the laws and statutes of the state of Florida and ordinances and other regulations of Hillsborough County. Where such statutes and regulations are referenced, they shall be interpreted to apply to this Bid and to the resulting Agreement. While the Sheriff is not bound by Chapter 287, *Florida Statutes*, in the spirit of fair dealing and just opportunity, the HCSO endeavors to meet the directives and business practices articulated in the Chapter.

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

The Awarded Contractor agrees that it shall observe and obey all the laws, ordinances, regulations and rules of the Federal, State, County and City which may be applicable to its services.

15. FAMILIARITY WITH LAW: The Bidder 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 Bidder will in no way relieve him from responsibility.
16. ACCEPTANCE AND REJECTION: The HCSO reserves the right to reject any or all bids, for cause, to waive irregularities, if any, and to accept the Bid (or Bids) which, in the judgment of the Sheriff, are in the best interest of the HCSO. The HCSO reserves the right to evaluate, add, and/or reject any items from any bid options or resulting contract(s) when deemed to be in the best interest of the HCSO.
17. APPROPRIATION OF FUNDS: The HCSO, as an entity of local government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this Bid 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. PROTESTS: Any Bidder who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all Bids must submit a notice of protest in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) of the notice of award to the HCSO Purchasing Section by registered mail or hand delivery for which a receipt must be provided.
  - A. The HCSO will have five (5) business days upon receipt of the notice to review and consider the protest as written. The Buyer will coordinate the review process with the parties involved and may request additional information from the Bidder or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Buyer will make a recommendation to the Chief Financial Officer (CFO).
  - B. The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the Bidder in writing. This decision, and the basis upon which it was made, will be communicated to the Bidder 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.



19. **INDEMNIFICATION:** The Awarded Contractor will indemnify and hold harmless the HCSO and its employees and agents from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its Work, provided that any such liability, claim, damage, loss, or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from and (b) is cause in whole, or in part, by the act or omission of the Awarded Contractor, 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 Bidder, 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 Bidder or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

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 Bid, you are certifying that §§287.132-.133, *Fla. Stats.*, does not restrict your submission.

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21. **PUBLIC RECORDS:** Any material submitted in response to this Bid 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 Bidder 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 bids be placed in the public domain and be open to inspection by interested parties. Any restrictions on the use of data contained within a bid must be clearly stated in the Bid itself. Proprietary information submitted in response to the Bid will be handled in accordance with applicable *Florida Statutes*.

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

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

By:   
Andrea Hartman  
A/Chief Financial Officer

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**SIGNATURE OF ACKNOWLEDGMENT**

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

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Company Name

---

Company Officer Name (Printed)

Title

---

Company Officer Signature

Date

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID. EACH COMPANY'S BID, AND ANY CLARIFICATIONS TO THAT BID, 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 BID RESPONSE, *EXCEPTIONS* (PART D, PARAGRAPH 1).

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**PART B - SPECIAL PROVISIONS**

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

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

2. **THE SUPPLIER PACKET:** The completed APPENDIX I must be returned with your Bid Response along with copies of Hillsborough County Business Tax Receipt, other local government, or state business license(s).
3. **BIDDER QUALIFICATIONS:** Bids 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 Bid. Bidders 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 Bidder, the HCSO reserves the right to investigate the financial condition, experience and training records, personnel, equipment, facilities and organization of the Bidder. 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 Bid when evidence indicates the inability to perform the work specified within the Bid.
4. **BACKGROUND CHECKS:** The HCSO requires the Awarded Contractor to conduct background checks of its employees, agents, representatives, and subcontractors that will be working on HCSO property. The cost of the background checks will be borne by the Awarded Contractor. The HCSO may require the Awarded Contractor to exclude the Awarded Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Awarded Contractor must ensure that all persons have a responsibility to self-report to the Awarded Contractor within three (3) calendar days any arrest for any disqualifying offense. In this instance, "disqualifying offense" means an offense that is a felony or that has a direct nexus to an individual's proposed or current field of licensure, certification, or employment. The Awarded Contractor must notify the Project Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the HCSO, the Awarded Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

5. E-VERIFY REQUIREMENT: Pursuant to §448.095, *Fla. Stat.*, the Sheriff requires the Awarded Contractor, and any and all subcontractors, if permitted by agreement, to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If the Awarded Contractor enters into a contract with a subcontractor, the subcontractor must provide the Awarded Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awarded Contractor shall maintain a copy of such affidavit for the duration of the contract. If the Sheriff has a good faith belief that the Awarded Contractor has knowingly violated §448.09(1), *Fla. Stat.*, the contract will be terminated. If the Sheriff has a good faith belief that a subcontractor knowingly violated this subsection, but the Awarded Contractor otherwise complied with this subsection, the Sheriff will promptly notify the Awarded Contractor and order the Awarded Contractor to immediately terminate the contract with the subcontractor. Termination of any and all contracts and/or subcontracts as provided above, does not constitute a breach of contract and may not be considered as such. If the Sheriff terminates a contract with an Awarded Contractor as provided above, the Awarded Contractor may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The Awarded Contractor is liable for any additional costs incurred by the Sheriff as a result of the termination of a contract.
  
6. SUBCONTRACTING: The Awarded Contractor may not sublet or subcontract any of the contractual obligations concerning this bid matter except as provided for in the written contract between the HCSO and Awarded Contractor. This statement prohibits subcontracting overall management obligations pertaining to the work and requires the Awarded Contractor to retain ultimate liability for all contractual obligations.
  
7. CERTIFICATE OF INSURANCE: No Work shall commence in connection with this Contract until the Awarded Contractor and any Subcontractor(s) have met the insurance requirements listed below and obtained approval of such by the HCSO. These policies, obtained at the Contractor's own expense, shall show Chad Chronister, Sheriff, as additional named insured; include the severability of interest provision; provide that all liability coverage required under contract are primary to any liability insurance carried or any self-insured programs of the Sheriff; and shall be maintained throughout the life of this Contract. All insurance policies shall be with insurers qualified and doing business in the state of Florida. The HCSO must be notified within sixty calendar days of cancellation, non-renewal, or change in the insurance coverage.

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

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

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

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

**C. Professional Liability Insurance:** Professional Liability Insurance shall meet the following minimum amounts:

1. \$500,000 per occurrence; and
2. \$1,000,000 aggregate.

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

Commercial/Comprehensive General Liability:

1. Bodily Injury \$300,000 per person per occurrence
2. Property Damage \$300,000 per occurrence
3. Automobile Liability \$300,000 combined single limit bodily injury and property damage
4. Garage Liability \$1,000,000 combined single limit each occurrence
5. Garage Keepers Liability \$100,000 collision and comprehensive per vehicle

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8. MANUFACTURER'S NAME: Any manufacturers' names, trade names, brand names information, and/or catalog numbers when furnished are for the 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. The HCSO will not allow substitutions to the brand name, model number or the configuration of the requested equipment or service unless authorized in writing. All items not specifically mentioned but which are standard factory items shall be included. Manufacturer's specification sheets shall be furnished upon request.
9. CONFLICT OF INTEREST: The Bidder agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, *Fla. Stat.*, regarding standards of conduct for public officers, employees of agencies, and local government attorneys.

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

10. AWARD: Award shall be made to the most responsive Bid and responsible Bidder meeting specifications, price and other factors considered. Award may be made to more than one (1) Bidder to ensure that Work is completed in a timely manner.

A. Award will be dependent upon the determination that the Bids are responsive, Bidders are responsible, evaluation criteria stated in the Bid document and any other evaluation criteria deemed relevant and beneficial. Bids and Bidders determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation. Tabulation of the Bid prices and Bidder rankings, if applicable, will be published at the time of Award.

B. Notification of Award will be sent to the Bidder receiving the Award. Bid results will be published on the HCSO website: <https://TeamHCSO.com/Purchasing>.

11. BID OPENING: The Bid Opening will *not* be open to the public. Bids will be received until the time and date listed herein and will be read aloud immediately thereafter at the "Place" indicated. A video recording of the Bid opening will then be posted to the HCSO website <https://TeamHCSO.com/Purchasing>.

A. Bids must be received by the HCSO Purchasing Section no later than the time and date shown within this Bid document. Bidders mailing their Bid Packages should allow for normal mail time to ensure receipt by HCSO prior to the time and date fixed for the acceptance of the bids. Bids or unsolicited amendments to bids, received by the HCSO after the acceptance date will not be considered.

B. The HCSO reserves the right to postpone the date for receipt and opening of bids 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 Bidder.

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

12. ACCEPTANCE AND REJECTION: The HCSO reserves the right to reject any or all Bids, for cause, to waive irregularities, if any, and to accept the Bid (or Bids) which, in the judgment of the Sheriff, are in the best interest of the HCSO. The HCSO reserves the right to evaluate, add, and/or reject any items from any Bid options or resulting contract(s) when deemed to be in the best interest of the HCSO.
13. CONTRACT PERIOD: The landscape removal and install portion of the contract shall be effective until project completion. The landscape/grounds maintenance portion of the contract shall be effective for three (3) years from the date of award with optional renewals for up to two (2) additional one (1) year periods. The Term of this contract and each renewal thereof shall automatically be renewed for successive periods of one (1) year each until the optional renewals are exhausted, unless either the HCSO or the supplier shall give notice of his or its intention not to renew not less than three (3) months before the end of the then-current Term.
14. ESCALATION/DE-ESCALATION: The HCSO will allow an escalation/de-escalation provision in this Bid. The prices set herein shall have the opportunity to be adjusted during the renewal period for each term of the contract. The Awarded Contractor(s) must notify the HCSO's Financial Services Division of the price escalation/de-escalation request a minimum of 90 calendar days prior to the end of each one (1) year period for which the Bid was awarded for it to be considered. The price escalation request must be due to a factor beyond the control of the bidder and can be no more than the percentage of increase passed through to the Contractor by the manufacturer. At the time of request, Bidder must furnish written substantiation of increase by its supplier/manufacturer to the HCSO. Said substantiation shall be in the form of invoices, receipts and/or other appropriate documentation showing costs in effect at the time of the bid proposal versus cost in effect at the time of the request for price escalation. Any price increase must be substantiated to the satisfaction of the HCSO and shall only be effective upon acceptance by HCSO in writing.
15. ADDITION/DELETION: The HCSO reserves the right to add or delete any items from this Bid or resulting Contract(s) when deemed to be in the best interest of the HCSO. Any additions or deletions to the Bid will be considered amendments. Any additions or deletions to the Contract will constitute a Change Order and must be executed in writing and approved by the Chief Financial Officer (CFO). The Change Order will consist of a memo to the CFO describing the justification for the item addition accompanied by the Awarded Contractor's written, fixed price quote for each item to be added. If approved by the CFO, the item will be added to the Contract



and recorded on the original Bid tabulation/price sheet.

16. CANCELATION: When deemed to be in the best interest of the HCSO, any contract(s) resulting from this Bid may be canceled by the following means:
- 1) 10 calendar days' written notice with cause, or;
  - 2) 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 cancelation may be invoiced to the HCSO, and will be considered for payment providing documentation of said expenses are forwarded with the request for payment. An award may be made to the next best responsive Bid and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated.

17. ASSIGNMENT: The Awarded Contractor will not assign, transfer, convey, or otherwise dispose of this contract or any part thereof, or of its right title or interest therein or its power to execute this contract or any amendment or modification hereto, to any other person, company or corporation, without prior written consent of the HCSO. Sale of a majority of corporate stocks, filing for bankruptcy or reorganization shall be considered an assignment.
18. DEFAULT: The Contract may be canceled or nullified by the HCSO's CFO in whole, or in part, by written notice of default to the Awarded Contractor(s) upon non-performance or violation of Contract terms. An award may be made to the next best responsive Bid and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Awarded Contractor to deliver materials, or items within the time stipulated in this Bid, unless extended in writing by the Financial Services Division, shall constitute Contract default. Awarded Contractors who default on contracts may be removed from the HCSO Supplier List and determined ineligible for future contracts at the discretion of the CFO.
19. NEXT BEST BIDDER: In the event of a default by the Awarded Contractor, or cancelation by HCSO, the HCSO reserves the right to utilize the next best responsive Bid and responsible Bidder. In the event of this occurrence, the new Awarded Contractor shall be required to provide the Bid items at the prices as contained in their BID RESPONSE (PART D), for the remainder of the award period.
20. DELIVERY: Product(s) ordered shall be delivered in accordance with estimated time for delivery identified in BID RESPONSE (PART D), if indicated. Failure to do so shall be considered a breach of Contract or default and the HCSO may utilize its options as stated herein.

Any backordered product(s) shall be made available within ten (10) calendar days of the time of backorder (original date of receipt). If the backorder cannot be filled within the time frame of this requirement, the HCSO's Purchasing section shall be notified, in writing, thus permitting the HCSO to obtain the required materials/items and/or exercise its options as stated herein.

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. **INVOICING AND PAYMENTS:** The Contractor will invoice the HCSO for Work as completed. At a minimum, an invoice shall include the Work site address, description of Work completed or list of goods received and services performed, and the Purchase Order number. Applications for payment will be required for partial payments or progress payments and are acceptable in lieu of an invoice if numbered.

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

Invoices shall be e-mailed to [AccountsPayable@HCSO.tampa.fl.us](mailto:AccountsPayable@HCSO.tampa.fl.us).

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

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

23. **EXCEPTIONS TO BID:** All Bid Responses must clearly state with specific detail all deviations to the requirements imposed upon the Bid by the GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C). Such deviations should be stated upon the BID RESPONSE (PART D), or appended thereto. Bidders are hereby advised that the HCSO will only consider Bid Responses that meet the specifications and other requirements imposed upon them by this Bid. In instances where an exception is stated upon the BID RESPONSE (PART D), said Bid Response will be subject to rejection by the HCSO in recognition of the fact that said Bid Response does not meet the exact requirements imposed upon the Bidder by the GENERAL TERMS AND CONDITIONS (PART A) SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C).

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24. GOVERNMENTAL PURCHASING COUNCILS: All bids received shall be considered as bids to all members of the Hillsborough County and Tampa Bay Area Government Purchasing Councils, as listed below. Said members may, at their discretion, utilize this Bid as required.

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

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**PART C - SPECIFICATIONS**

1. **IN GENERAL:** The HCSO is to requesting bids from qualified contractors provide landscape removal and installation services in accordance with Attachment, SOC PLANTING PLANS, at the Sheriff's Operations Center at 2008 East 8th Avenue Tampa, FL 33605.
2. **SPECIFICATIONS AND SCOPE OF WORK:** The Contractor will remove existing trees and install all new trees in their designated area with all bracing and ground cover required. In addition, weekly grounds and landscaping maintenance services will be required on an ongoing year-round basis. The requirements for the weekly grounds and landscaping maintenance services are further described in Paragraphs 6 and 7 of this section.

Contractor shall replace, at the direction of the Landscape Architect, all trees deemed by the Landscape Architect to be unacceptable due to death, damage or acts of God. Owner negligence and vandalism excepted. New material used to replace unacceptable material shall be guaranteed for a period of one (1) year.

The Contractor shall inspect the existing sprinkler irrigation system to determine if any zones, lines valves and/or heads are non-operational. A cost will be provided to repair the existing system so it is operational. Based on the Landscape Architect's drawing, the Contractor shall determine if additional zones, lines valves and/or heads will be required and this shall include any required upgrades to the main system distribution equipment.

The Contractor shall advise the Project Manager and the Landscape Architect, in writing, at the end of the guarantee period that the project is ready for final inspection. Only upon notification to the Project Manager and the Landscape Architect by the Contractor, in writing, and subsequent inspection attended by the Contractor shall the requirements of the guarantee be met.

3. **LICENCES AND PERMITS:** The Contractor will obtain and pay for all necessary permits, licenses, and inspections required for performing the work and will furnish copies to the County prior to beginning work.

The Contractor must comply with all applicable State, Federal, and Occupational Safety and Health Act (OSHA) rules, ordinances, laws, and regulations.

4. **COORDINATION WITH FACILITIES:** The Contractor will coordinate all installation activities with the designated Project Manager for HCSO Facilities. Contact information will be provided upon award of bid.

The Contractor is solely responsible for locating all existing underground structures, pipes, and conduits or any other obstructions that may be encountered. No additional payment will be made for pumping, or any difficulties encountered due to line breakage.

The Contractor is responsible to carefully examine the site of work and familiarize themselves with the nature and location of the work, the quality of the materials, and the difficulties likely to be encountered, and other items which may affect the performance of the work.

The Contractor will coordinate work with the HCSO Project Manager to ensure minimum interference with on-site and offsite roads, streets, sidewalks, and occupied properties. A pre-construction meeting will be held prior to the contractor starting work.

Work hours will be Monday through Friday from 7am to 5pm.

5. SAFETY AND PROTECTION OF WORKSITE: The Contractor will conduct operations to minimize damage by falling debris or any other cause to adjacent buildings, structures, roadways, or any other structures and persons.

The Contractor is solely responsible for any damages to HCSO and adjacent properties caused by the work as well as damages to any vehicles owned by the HCSO and its employees or contractors caused by the work.

The Contractor will provide safeguards, including warning signs, barricades, temporary fencing, warning lights, and any other items that are required for protection of all personnel and residents during tree installation.

The Contractor will clean up all dust and debris caused by the tree installation on a daily basis

6. WEEKLY MAINTENANCE: Weekly grounds and landscape maintenance will consist of the following:

a. Turf Maintenance

i. Mowing, Edging and Trimming

1. Remove litter and debris from turf areas before mowing.
2. Remove litter and debris from all areas of the property on a weekly basis – whether mowing or not.
3. Mow turf areas as needed – Mowing will be twice (2) per week in growing season (April through September) and once (1) per week in the dormant season (or as often as necessary to keep it properly maintained to HCSO satisfaction).
4. Edging and trimming to curtail growth up or over curbs, sidewalks, fence lines, walls and other structures on same schedule as mowing or as otherwise needed to maintain neat appearance.

- ii. Fertilizing - Describe a schedule for fertilizing turf areas and indicate the types of products and application methods to be used. Include SDS for all products.
- iii. Weed Control - Describe your plan for weed control in turf areas. Indicate any products and application methods or weed extraction methods to be used. Include SDS for all products.
- iv. Pest Control - In turf areas as needed. Indicate the top three turf pest problems in your experience and what treatment or products you would utilize to eliminate the problem. Include SDS for all products.

- b. Trees, Palms, Shrubs and Ground Cover Maintenance
  - i. Pruning
    - 1. Prune regularly to enhance natural growth, aesthetic shape or other function as intended and to keep clear of pedestrian or vehicular traffic.
    - 2. Seasonally as is appropriate for the shrub or tree.
  - ii. Fertilizing - Describe your plan and approach to plant fertilizing. Include products, application methods and SDS for all products.
  - iii. Pest Control - On plants, shrubs and palms as needed. Indicate commonly used methods of pest control. Include SDS for products.
- c. Plant bed stones
  - i. Weed Control - Keep planting beds and tree wells free of weeds. Hand pulling or other mechanical methods are to be used. Chemical applications for weed control are discouraged and may not be used unless pre-approved by the Facilities Management Project Manager.
  - ii. Plant bed Stones
    - 1. The chickens of Ybor City frequently disturb stone beds requiring sweeping or raking of stones back into beds.
- d. Hardscape – Parking lots, sidewalks, perimeter walls, memorials, patios, roof gutters, roadway gutters will be keep clear of litter, plant debris, clippings, leaves etc.
- e. Plant debris removal – All plant debris and trash resulting from plant and turf maintenance is to be collected and disposed of per county ordinance by the Bidder. (Litter collected from the property may be placed in HCSO dumpsters on site).
- f. Fertilizer and Weed control will be the responsibility of the Contractor.

7. EXCLUDED SERVICES OR SPECIAL PROJECTS:

- a. Turf (sod) or plant replacement due to damage not caused by Bidder or turf or plant additions (not replacing existing) requested or approved by HCSO will be quoted upon request and will include estimated labor hours at base labor rate and materials (plants/sod) at cost plus set percentage.
- b. Irrigation System – The Bidder should determine watering schedule based on local ordinances and to provide best plant/turf care within regulations. HCSO will provide periodic system testing and repair. The Bidder will be expected to notify HCSO personnel of any irrigation system problems or system programming needs.
- c. Annual tree trimming and clearing maintenance for trees requiring lift equipment to access.
- d. Tree removal due to storm damage or disease.

8. HIDDEN DAMAGES: When hidden conditions or damage are discovered after the commencement of Work, the Contractor must immediately notify the Project Manager or designee as to the nature and extent of the hidden conditions or damage and provide a written estimate of additional repairs needed. No additional Work shall commence until approved by the Project Manager or designee.
  
9. FINAL INSPECTION AND ACCEPTANCE: Final inspection and acceptance of all services specified for delivery under this contract shall be accomplished by the Project Manager or designee.

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**PART D - BID RESPONSE**

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

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

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

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS

BID PACKAGE TO BE CONSIDERED BY THE HCSO

EXCEPTIONS TO BID: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS BID PACKAGE TO BE REJECTED BY THE HCSO. **ALL BIDDERS SHOULD CAREFULLY READ PARAGRAPH 23 OF THE SPECIAL PROVISIONS (PART B).**

- 1. **EXCEPTIONS:** The following represents every deviation (itemized by number) to the foregoing GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C) upon which this Bid Package is based, to wit:

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2. **PRICING:** The undersigned has carefully examined the Bid Package and all conditions affecting the cost of the item(s) and service(s) required by the HCSO.

The undersigned certifies that any exceptions to the Bid specifications are noted in the BID RESPONSE, *Exceptions* (PART D, Paragraph 1). 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.

Please complete the attached APPENDIX III – PRICING MATRIX and return it with your Bid response.

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

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

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

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

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

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

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

4. **BID CONTACT INFORMATION:** Provide the contact information for the individual submitting this BID RESPONSE. (Please print the information below):

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

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

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

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

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

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

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

\_\_\_\_\_

**SIGNATURE OF AFFIRMATION AND DECLARATION**

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

The below named Bidder affirms and declares:

- a) That Bidder is of lawful age and that no other person, firm, or corporation has any interest in this Bid offered to be entered into;
- b) That this Bid 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 Bidder is not in arrears to Hillsborough County or the HCSO upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the HCSO;
- d) That no officer, employee, or person whose salary is payable in whole, or in part, from HCSO, is, shall be, or become interested, directly or indirectly, surety or otherwise in this Bid Response; in the performance of the Contract; in the supplies, materials, equipment, and Work or labor to which they relate; or in any portion of the profits thereof.

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

Respectfully submitted by,

---

Company Name

---

Company Officer Name (printed)

Date

---

Company Officer Signature

Title

**BID CHECKLIST**

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

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

- ONE (1) ORIGINAL completed copy of the entire Bid Package.
- SIGNATURES required PARTS A and D.
- Any Addenda or Amendments (Signatures required).
- Completed PART D including *Contractor Instructions, Bid Contact Information and Affirmation and Declaration* signature page.
- APPENDIX I – Completed *Supplier Packet* to include completed Supplier Application, W9, Direct Deposit and Business Tax Receipt or other government issued business license.
- APPENDIX II – *Statement of No Bid*
- APPENDIX III – Pricing Matrix

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

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

URGENT – SEALED SUBMITTAL PACKAGE ENCLOSED	
<b>URGENT</b>	<b>HILLSBOROUGH COUNTY SHERIFF’S OFFICE</b>
	<b>SHERIFF’S OPERATIONS CENTER</b>
	ATTN: FINANCIAL SERVICES DIVISION – PURCHASING SECTION
	2008 EAST 8 <sup>TH</sup> AVE
	TAMPA FL 33605
	<b><u>BID PACKAGE SUBMITTAL</u></b>
	From: _____
	<b>BID # 2023-007</b>
	ARCHITECTURAL AND ENGINEERING SERVICES
	OPENING DATE/TIME: January 25, 2023 @ 3:00 PM EST

**LISTING OF ATTACHMENTS**

1.	APPENDIX I	PDF	Supplier Application Packet
2.	APPENDIX II	PDF	Statement of No BID
3.	APPENDIX III	PDF	Pricing Matrix
4.	ATTACHMENT 1	PDF	SOC PLANTING PLANS