

**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**



CHAD CHRONISTER, SHERIFF

REQUEST FOR PROPOSALS 2022-018

REGIONAL K9 TRAINING CENTER

October 5, 2022

HILLSBOROUGH COUNTY SHERIFF'S OFFICE



CHAD CHRONISTER, SHERIFF

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

Robert Flamand, Buyer
☎ (813) 247-8068 RFlamand@TeamHCSO.com

INSTRUCTIONS TO PROPOSERS

Included herein are GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), SPECIFICATIONS (PART C) and 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 must be kept together and returned, intact, by the time and at the place specified herein. The Proposer must manually sign the GENERAL TERMS AND CONDITIONS (PART A) and PROPOSAL RESPONSE (PART D). Any questions concerning this Invitation to Proposal (Proposal) should be directed to the Buyer whose name appears above.

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

NOTICE TO PROPOSERS

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

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PROPOSED SCHEDULE OF EVENTS	DATE
RFP ADVERTISED / POSTED TO THE HCSO AND OSD WEBSITES	October 5, 2022
STEP 1 QUALIFICATION PROPOSALS DUE	October 26, 2022
SHORT-LISTED TEAMS NOTIFICATION TARGET	November 4, 2022
MANDATORY SITE VISIT	TBD
DEADLINE TO SUBMIT QUESTIONS	November 18, 2022
DEADLINE TO SUBMIT STEP 2 PROPOSAL	December 2, 2022
AWARD NOTIFICATION TARGET DATE	December 19, 2022

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

SUBJECT: Request for Proposals No. 2022-018

REQUEST FOR PROPOSALS TITLE: Regional K9 Training Center

STEP 1 PROPOSAL OPENING DATE & TIME: October 26, 2022 at 3:00 PM EST

STEP 2 PROPOSAL OPENING DATE & TIME: December 2, 2022 at 3:00 PM EST

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

Request for Proposals Overview: The Hillsborough County Sheriff's Office (HCSO) is requesting proposals from qualified Design-Build (DB) teams to provide design and construction services for the construction of a Regional K9 Training Center at the Falkenburg Road Jail (FRJ) Complex and Facility property per the attached exhibits.

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

MANDATORY PRE-PROPOSAL SITE VISIT – This site visit must be attended.

Pre-Proposal Site Visit: A mandatory Pre-Proposal Site Visit will be scheduled after completion of Step 1 of this RFP for Design Build Teams selected to advance to Step 2. All attendees must adhere to HCSO policies and procedures while on site.

PART A - GENERAL TERMS AND CONDITIONS

1. **PROPOSALS:** 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 Proposal must be marked as a PROPOSAL DOCUMENT (including the Proposal number, date, and time of Proposal opening) on the outside of the package.**

If our specifications, when included, are not returned with your Proposal, and no specific reference is made to them in your PROPOSAL RESPONSE (PART D), it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, company's or manufacturer's specifications which accompany the PROPOSAL RESPONSE (PART D), contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your PROPOSAL RESPONSE, *Exceptions* (PART D, Paragraph 1).

2. **PROPOSAL DELIVERY:** The responsibility for getting the Proposal to the HCSO on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The HCSO will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Proposer shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Proposals will not be accepted after the time specified for receipt.
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 Proposal.
4. **TIME FOR CONSIDERATION:** Proposer warrants, by virtue of proposing, the prices quoted in their response will be good for an evaluation period of 60 calendar days from the date of Proposal opening unless otherwise stated. Proposers will not be allowed to withdraw or modify their Proposals after the opening time and date.
5. **PRICES:** All Proposals submitted must show the net Proposal price after any and all discounts allowable have been deducted. **Prices 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 Proposer's attention is directed to the laws of the State of Florida including, but not limited to, Chapter 212, Florida Statutes, which applies to all transactions resulting from this Proposal, and that all applicable taxes and fees shall be deemed to have been included in the PROPOSAL RESPONSE (PART D) as part of the materials cost, when applicable.

6. PROPOSAL ERRORS: When errors are found in the extension of Proposal prices, the unit price will govern. Proposals having erasures or corrections must be initialed in ink by the Proposer.
7. CONDITION OF MATERIALS AND PACKAGING: Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Proposal 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 Proposal are to be made during the normal working hours of the HCSO. It is the Proposer's responsibility to obtain this information.
10. INFORMATION AND DESCRIPTIVE LITERATURE: Proposers must furnish all information requested in the RFP. If specified, each Proposer 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. Proposals which do not comply with these requirements will be subject to rejection.
11. PROPOSAL SUBMITTAL COSTS: Submittal of a Proposal is solely at the cost of the Proposer and the HCSO in no way is liable or obligates itself for any cost incurred by the Proposer in preparing the Proposal Package.
12. NO PROPOSAL: If you do not wish to submit a response to the Proposal, please return the STATEMENT OF NO PROPOSAL herein as APPENDIX II. The "No Proposal" information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor List.
13. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA): The Proposer certifies that all material/items contained in their response meets all OSHA requirements.
14. LAWS, STATUTES, AND ORDINANCES: The terms and conditions of the RFP 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 RFP 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 Proposer'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 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 them from responsibility.
16. 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, are in the best interest of the HCSO. The HCSO reserves the right to evaluate, add, and/or reject any items from any Proposal options or resulting contract(s) when deemed to be in the best interest of the HCSO.
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 Proposal 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. GRANT FUNDING: As mentioned herein, some or all of the funds for this project will be provided by a State Grant through the Florida Department of Law Enforcement. The State's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.
19. PROTESTS: Any Proposer who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all Proposals 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 Proposer 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 Proposer in writing. This decision, and the basis upon which it was made, will be communicated to the Proposer within five (5) business days following the receipt of the recommendation from the Purchasing Section. A single appeal of the CFO's decision is available by submitting a notice in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) requesting a management review of the decision. Final decision of an appeal will be made by the Sheriff.

20. **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 Proposer, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Proposer or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

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

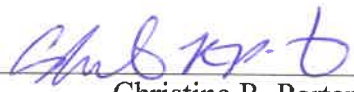
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22. **PUBLIC RECORDS:** Any material submitted in response to this Proposal will become a public document pursuant to §119.07, *Fla. Stat.* This includes material which the respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, *Fla. Stat.* The Proposer agrees to comply with §119.0701, *Fla. Stat.*, regarding maintenance and provision of access to all public records generated by this Contract with the HCSO.

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

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

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

By: 
Christina R. Porter, CPA
Chief Financial Officer

SIGNATURE OF ACKNOWLEDGMENT

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

Company Name

Company Officer Name (Printed)

Title

Company Officer Signature

Date

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR PROPOSAL. EACH COMPANY'S PROPOSAL, AND ANY CLARIFICATIONS TO THAT PROPOSAL, AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN THE PROPOSAL RESPONSE, *EXCEPTIONS* (PART D, PARAGRAPH 1).

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PART B - SPECIAL PROVISIONS

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

In the interest of public access, all documents relating to this Proposal 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 Proposal Response along with copies of Hillsborough County Business Tax Receipt, other local government, or state business license(s).
3. **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.
4. **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:

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

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

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

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

Commercial/Comprehensive General Liability:

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

5. **CONFLICT OF INTEREST:** The Proposer agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, *Fla. Stat.*, regarding standards of conduct for public officers, employees of agencies, and local government attorneys.

No HCSO employee acting in an official capacity, as a purchasing agent, or public officer, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for HCSO from any business entity of which the officer, partner, director, or proprietor, or in which such officer or employee or the officer's or employee's spouse or child, or any combination 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.

6. **BEST AND FINAL OFFER:** The HCSO reserves the right to request a Best and Final Offer (BAFO) from any or all Proposers. A BAFO may be requested as an optional step in the selection process. Useful situations include but are not limited to the following: no single response addresses all the specifications; the cost submitted by all Proposers is too high; the scores of two (2) or more Proposers are very close after the evaluation process; all Proposers submitted responses that are unclear or deficient in one or more areas.

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

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

The 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.

7. **AWARD:** Award shall be made to the most Responsive Proposal and Responsible Proposer meeting specifications, price and other factors considered. The HCSO reserves the right to award by line item or by overall total, whichever is deemed in the best interest of the HCSO. Award may be made to more than one (1) Proposer to ensure that work is completed in a timely manner.
- A. Award will be dependent upon the determination that the Proposals are responsive, Proposers are responsible, evaluation criteria stated in the Proposal document and any other evaluation criteria deemed relevant and beneficial. Proposals and Proposers determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation. Tabulation of the Proposal prices and Proposer rankings, if applicable, will be published at the time of Award.
 - B. Notification of Award will be sent to the Proposer receiving the Award. Proposal results will be published on the HCSO website: <https://TeamHCSO.com/Purchasing>.
 - C. In the event two (2) or more Proposers have submitted the lowest and best proposals, preference may be given in the award in the following order: first, to the Proposer who has their principal place of business in Hillsborough County; second, to the Proposer who has a place of business in Hillsborough County; and third, if the Proposers involved in the "tie proposal" situation are all located inside/outside Hillsborough County, the toss of a coin may be used to break the tie.
8. **PRECEDENCE:** The Contract Document is complimentary. What is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, or discrepancy in the Contract Document, they will call it to the Buyer's attention in writing before proceeding with the Work. The Buyer will respond with a written clarification based on the Project Manager's response. Any delays associated with the clarification will be considered for time extensions only, but no damages for delay will be allowed.

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

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

9. PROJECT MANAGEMENT: All Work accomplished for this project will be scheduled, reviewed and approved by the Project Manager or their designated personnel. Any Consultant contracted by the HCSO and specifically involved in the planning, design or execution of the project will hereinafter be referred to as “Engineer” and is in some cases, as noted, equally qualified to review and approve Work. All Work schedules, deliveries, personnel changes etc. will be coordinated with the Site Superintendent to be named at a later date.
10. PRE-QUALIFICATION OF SUBCONTRACTORS, CONTRACTORS, AND SUPPLIERS: All employees and/or subcontractors of the Contractor which will Work in a HCSO Facility or on a Hillsborough County property may be required to have a background check by the HCSO prior to beginning Work. All employees must comply with HCSO’s policy and procedures which includes no smoking on any HCSO property. The Contractor shall be required to provide a Work crew list giving all personnel names and changes as they occur. The HCSO will perform the background checks in-house at no costs to the Contractor.

The Contractor agrees, within seven (7) calendar days of receipt of a written request from the HCSO, to promptly remove and replace any subcontractors employed or retained by the Contract, which the HCSO shall request in writing to be removed with or without cause. If the HCSO requires the removal of any subcontractor, the Contractor shall submit a substitute acceptable to the HCSO, and the Contract price may be increased or decreased by the reasonable difference in costs associated with such substitution, providing proof of increase or decrease is provided. If the HCSO request was made without cause, an appropriate Change Order will be issued.

11. ECONOMIC PRICE ADJUSTMENT FOR MATERIALS: The Awarded Contractor shall notify the HCSO if, at any time during contract performance, the cost for material(s) shown in the contract either increase or decrease. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the HCSO may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor’s proposal for an adjustment in the contract unit prices and shall include supporting data explaining the cause to include: original estimate indicating date of estimate and pricing used for RFP submittal, effective date of price increase, amount of the increase or decrease, original invoice indicating date of order and pricing, and the amount of the Contractor’s adjustment proposal.

Promptly after the HCSO receives the notice and data under this clause, the HCSO and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the HCSO may postpone the negotiations until an accumulation of increases and decreases in unit prices of material(s) shown in the contract results in an adjustment allowable under this clause. The HCSO shall modify this contract (1) to include the price adjustment and its effective date and (2) to revise the unit prices of material as shown in the Contract to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date. Any price adjustment under this clause is subject to the following limitations:

- A. Any adjustment shall be limited to the effect on unit prices of the increases or decreases in unit prices for material shown in the Contract. There shall be no adjustment for-

- (i) Supplies or services for which the production cost is not affected by such changes;
- (ii) Changes in unit prices other than those shown in the Contract; or
- (iii) Changes in the quantities of material used from those shown in the contract for each item.

B. No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

The HCSO may examine the Contractor's books, records, and other supporting data relevant to the cost of material(s) during all reasonable times until the end of the contract period.

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

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

Any changes in the Contract Sum will be reflected on an amended Purchase Order as approved by the CFO in response to the appropriate requisition approved by the Division Commander. A copy of the amended Purchase Order will be provided to the Contractor.

Failure to follow Change Order instructions will result in the HCSO refusal to pay a change to the Contract Sum.

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

13. **CONTRACTOR'S RESPONSIBILITIES:**

A. **Supervision:** The Contractor will supervise and direct the Work efficiently and with their best skill and attention. They will be solely responsible for the means, methods, techniques, sequences, and procedures of construction unless specifically addressed in the Contract Document. The Contractor will be responsible for seeing that the finished Work complies accurately with the Contract Document. The Contractor will cooperate with and

be responsible for coordination of the Work with other contractors and/or utilities at the site.

- B. Superintendent: The Contractor will keep on the Work Site at all times during its progress a competent, resident Superintendent who shall not be replaced without written notice to the Project Manager, except under extraordinary circumstances. The Superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. The Contractor/Superintendent will at all times maintain good discipline and order on the site. All communications given to the Superintendent shall be as binding as if given to the Contractor.
- C. Labor, Materials, and Equipment: The Contractor shall pay for all labor, equipment, materials and services required to complete the Work as described in the Contract Document to include, but not limited to, building permits, notice of commencements, underground piping permits, electrical, mechanical, plumbing, and other governmental fees, licenses and inspections necessary for the proper completion of the Work. The Contractor will be responsible for any re-inspection costs or fines imposed by federal, state or local agencies.

All materials and equipment will be new and of first class condition and first quality, except as otherwise provided in SPECIFICATIONS (PART C). If required by the Buyer, the Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

- D. Concerning Subcontractors: The Contractor will be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them, and of persons for whose acts any of them may be liable to the same extent as if they were employed by them. Nothing in the Contract Documents shall create any contractual relationship between any subcontractors and the HCSO or any obligation on the part of the HCSO to pay or facilitate payment of any monies due any subcontractor, except as may otherwise be required by law. The HCSO may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the Contractor for specific Work completed.

The divisions and sections of SPECIFICATIONS (PART C) and the identifications of any drawings shall not control the Contractor in dividing Work among subcontractors or delineating the Work to be performed by any specific trade.

The Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the HCSO.

All Work performed for the Contractor by a subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the subcontractor which shall contain provisions that waive all rights the contracting parties may have against one

another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the HCSO as trustee. The Contractor will pay each subcontractor an appropriate amount determined by value of the Work, of any insurance monies received by the Contractor under this insurance.

After award, the HCSO shall identify a Site Superintendent. The Contractor shall coordinate all Work and Work of suppliers and subcontractors with the HCSO's Site Superintendent, to maintain the required construction sequence and to ensure timely completion of Work stages. The Contractor or subcontractor must be on site to receive any and all delivery of their equipment and materials.

- E. Patent Fees and Royalties: The Contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process, or device which is the subject of patent rights or copyrights held by others.
- F. Permits: The Contractor will secure and pay for construction permits, licenses, drawings, and will pay all governmental charges and inspections fees which are applicable and necessary for the execution of the Work at the time of this Proposal. In addition, but not limited to, the Contractor will be responsible for re-inspections, fines, notice of commencement, underground piping, building, electrical, mechanical and structural permits. The Contractor will also pay all public utility charges. All required building and other permits shall be obtained before beginning construction. Upon completion of the project, the Contractor shall request and pay for the Certificate of Completion/Occupancy. Any delays associated with the permitting process will be considered for time extensions only and no damages or additional compensation for delay will be allowed. The Contractor shall be on site during all scheduled permit inspections.
- G. Laws and Regulations: The Contractor will give notices and comply with all laws, ordinances, rules, codes and regulations applicable to the Work. If the Contractor observes that any of the Contract Documents are contradictory to such laws, rules, and regulations, they will notify the HCSO promptly in writing. Any necessary changes will then be adjusted by an amendment to the RFP or appropriate Change Order. If the Contractor performs any Work that it knows or should have known to the contrary of such laws, ordinances, rules, codes, and regulations and without such notice to the HCSO, they will bear all related costs.
- H. Use of Premises: The Contractor will confine their equipment, the storage of materials and equipment, and the operations of their workers to the areas permitted by law, ordinances, permits, or the requirement of the Contract Documents. The Contractor shall not unreasonably encumber the premises with materials and equipment. Any loss or damage to the Contractor's or any subcontractor's equipment is solely at the risk of the Contractor.

The Contractor shall take care in working near existing areas to protect them from damage. The Contractor shall be responsible for any damage to existing areas and will repair such damage, at their expense, to the HCSO's satisfaction.

The Contractor shall keep the project site and surrounding area free from waste materials

and rubbish which results from their Work on the project. Removal, hauling and disposal of rubbish and waste materials shall be the responsibility of the Contractor.

The Contractor shall be held responsible for all damages resulting from them, or their subcontractors, errors, omissions or negligence in the performance of the Work of the Contract Documents.

The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

The Contractor shall schedule and perform the Work in such a manner as to result in the least possible disruption to the normal operations of on-site Sheriff's activities. The Contractor and subcontractor shall coordinate their Work activities with the Project Manager to maintain the required construction sequence, and schedule.

The Contractor or subcontractors will not have any form of contact with the inmate trustees working on-site. Trustees are identified by wearing blue and orange uniforms. Any incidental contact with the inmate trustees will be reported to the Site Superintendent for HCSO.

- I. Work Safety: The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. They will take all necessary precautions for the safety of and will provide necessary protection to prevent damage, injury, or loss to:

All employees on the job site and other persons who may be affected by it;

All materials or equipment to be incorporated, whether in storage on or off the site;

Other property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

Job site safety is the Contractor's responsibility. Appropriate first aid facilities and supplies shall be kept and maintained by the Contractor at the site of the Work. All persons within the site area shall be required to wear protective helmets. In addition, all employees of the Contractor and its subcontractors shall be provided with, and required to use, personal protective and lifesaving equipment as set forth in Subpart E of the OSHA Standards for Construction (29 CFR 1926).

During the performance of the Work, the Contractor shall erect and maintain temporary protective barriers and take all other necessary precautions and place proper guards and warning signs for the prevention of accidents. The Contractor shall erect and maintain suitable and sufficient lights and other signals as required.

The Contractor will comply with all applicable laws, ordinances, rules, codes regulations,

and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owner of adjacent property and utilities when execution of Work may affect them prior to start of Work. All damage, injury, or loss to any property caused directly or indirectly, in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable will be remedied by the Contractor.

- J. Emergencies: In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Project Manager if time or circumstances do not permit, is obligated to prevent threatened damage, injury, or loss. The Contractor will give the Project Manager written notice that the emergency provision has been invoked and shall state the reasons therefore within 24 hours of the incident. If the Contractor believes the emergency resulted in additional Work, a claim for a Change Order is permissible (refer to Processing Change Orders, PART B, Paragraph 19).

The Contractor shall immediately notify the Project Manager of all events involving personal injuries to any person on the site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) days of the occurrence.

- K. Cleaning Up: The Contractor will maintain the premises from accumulations of waste materials, rubbish, and other debris resulting from the Work on a daily basis or as required. At the completion of the Work, the Contractor will remove all waste materials, rubbish and debris from the premises as well as all tools, construction equipment machinery, and surplus materials and will leave the site clean and ready for occupancy by the HCSO. In addition to any other rights available to the HCSO under this Contract, the failure to maintain the site may result in withholding of any amounts due the Contractor. The Contractor will restore to original condition those portions of the site not designated for alteration by the Contract Documents.
- L. Chemicals: If chemicals are used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant or of other classification, they shall be as approved by the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

14. COMPLETION OF WORK AND LIQUIDATED DAMAGES: The Contractor shall Work diligently and shall complete the entire Work, ready for use, by the time allotted in the specifications. The time stated for completion shall include final cleanup of premises. Failure to complete the Work in the time stated shall result in an assessment as liquidated damages of \$2,500 for each calendar day this Work remains incomplete. Deduction will be made from the Contractor's final pay.

The Contractor's attention is directed to the fact that it is likely to rain on occasion during the life of this Contract. The Contractor should expect a substantial number of days that they will be unable to Work due to rain and/or wet conditions. It is the Contractor's responsibility to schedule their Work so that lost time for rain and/or wet conditions is made up. No additional time shall be granted to the Contractor for rain and/or wet conditions. However, if there is any time extension required for unforeseen conditions or unfavorable weather days, the Contractor is required to submit proper documentation to Project Manager for time extension consideration.

15. CLOSEOUT: Upon receipt of the request from the Contractor, the Project Manager shall review the Work for substantial completion and create a punch list of deficiencies to be corrected by the Contractor. When the Project Manager determines the Contractor has adequately addressed the punch list, provided copies of all inspections or evidence of other compliance with government requirements, completed demobilization and satisfactory site cleanup, provided executed lien releases and all warranty information and documentation, a Certificate of Completion will be issued. Warranty/Guarantee periods will commence at the issuance of the Certificate of Completion.
16. WARRANTIES:
- A. The Contractor will warrant all workmanship and materials for a period of no less than one (1) year from date of acceptance.
 - B. The Contractor warrants and guarantees that all materials and equipment will be new unless otherwise specified and that all Work will be of first quality, performed in a workmanlike manner, free from faults or defects. Work shall be considered defective if: it is unsatisfactory, faulty or does not conform to the Contract Documents; fails any inspections, test or approvals; and does not meet all applicable construction and safety requirements. Notice of all defects shall be given to the Contractor by the Project Manager/Architect. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in Paragraphs G, H and I below.
 - C. If the Contract Documents, laws, ordinances, rules, regulations or order of any federal, state, local, or public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Project Manager/Architect timely notice of readiness. The testing firm(s) if assigned by the HCSO to this project and all such inspections, tests, or approvals provided for by the HCSO shall be identified in writing by the Project Manager to the Contractor. All other inspections, tests or approvals shall be at the Contractor's expense including additional expenses for inspection and tests required as a result of delays by the Contractor or hours worked beyond 40 hours in a work week. For all required inspections, tests, and approvals on any Work prepared, performed, or assembled away from the site, the Contractor will furnish the Project Manager/Architect with the required Certificates of Inspection, testing, or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organizations as may be required by law or the Contract Documents. Materials or Work in place that fail to pass acceptability tests shall be retested at the direction of the Project Manager/Architect and at the Contractor's expense. If any such Work required to be inspected, tested, or approved is covered without written approval of the Project

Manager/Architect, it shall be, if requested by the Project Manager, uncovered for observation in accordance with Paragraphs e and f below. The rates charged the Contractor pursuant to this paragraph shall be agreed upon in writing prior to testing.

- D. Neither observations by the Project Manager or inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor of their obligations to perform the Work in accordance with the requirements of the Contract Document.
- E. If any Work is covered contrary to the request of the Project Manager/Architect, the Work shall, if requested by the Project Manager/Architect, be uncovered for observation and replaced at the Contractor's expense.
- F. If any Work has been covered which the Project Manager/Architect has not specifically requested to observe, or if the Project Manager/Architect considers it necessary or advisable that covered Work be inspected or tested by other parties, the Contractor, by written request, will uncover, expose, or otherwise make available for observation inspection, or testing that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, the Contractor will bear the expense of such uncovering, exposure, observation, inspection, testing, and satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, inspection, testing, and reconstruction, if they make a claim and request a Change Order (refer to Processing Change Orders, PART B, Paragraph 20).
- G. When directed by the Project Manager/Architect, the Contractor will promptly, without cost to the HCSO and as specified by the Project Manager/Architect, either correct the defective Work whether fabricated, installed, or completed, or remove it from the site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such defective Work within a reasonable time, all as specified in a written notice for the Architect/Project Manager, the HCSO, after seven (7) days, may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the Contractor or deducted from payment to the Contractor. The Contractor will also bear the expense of making good all Work of others destroyed or damaged by correction, removal, or replacement of this defective Work.
- H. During the warranted period, the Contractor will restore or remove and replace warranted Work to its original specified condition in the event of failure. They will restore or remove and replace other Work which has been damaged by failure of warranted Work, or which must be removed and replaced to gain access to warranted Work. Cost of restoration or removal and replacement is the obligation of the Contractor. Upon restoration or removal and replacement of the warranted Work which has failed, the Contractor will reinstate the warranty by issuing an addendum to the original warranty for at least the remaining warranted period, but for no less than half of the original warranted period.
- I. If, instead of requiring correction or removal and replacement of defective Work, the HCSO prefers to accept it, the HCSO may do so. In such case, if acceptance occurs prior to

approval of final payment, a Change Order shall be executed by incorporating the necessary revisions in the Contract Documents, included an appropriate reduction in the Contract Sum. If the acceptance occurs after approval, the Contractor shall pay an appropriate sum to compensate for the defect in the Work to the HCSO.

17. **PROPOSAL OPENING**: The Proposal Opening will *not* be open to the public. Proposals 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 Proposal opening will then be posted to the HCSO website <https://TeamHCSO.com/Purchasing>.
- A. Proposals must be received by the HCSO Purchasing Section no later than the time and date shown within this Proposal document. Proposers mailing their Proposal Packages should allow for normal mail time to ensure receipt by HCSO prior to the time and date fixed for the acceptance of the Proposals. Proposals or unsolicited amendments to Proposals, received by the HCSO after the acceptance date will not be considered.
- B. The HCSO reserves the right to postpone the date for receipt and opening of Proposals or other deadlines and will make a reasonable effort to give at least five (5) calendar days' notice of any such postponement to each prospective Proposer.
- C. 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.
18. **ACCEPTANCE AND REJECTION**: The HCSO reserves the right to reject any or all Proposals, for cause, to waive irregularities, if any, and to accept the Proposal (or Proposals) which, in the judgment of the Sheriff, are in the best interest of the HCSO. The HCSO reserves the right to evaluate, add, and/or reject any items from any Proposal options or resulting contract(s) when deemed to be in the best interest of the HCSO.
19. **CONTRACT PERIOD**: The Contract shall be effective until the certificate of completion has been issued and all payments have been made under this contract.
20. **ADDITION/DELETION**: The HCSO reserves the right to add or delete any items from this Proposal or resulting Contract(s) when deemed to be in the best interest of the HCSO. Any additions or deletions to the Proposal 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 Proposal tabulation/price sheet.

21. **CANCELATION:** When deemed to be in the best interest of the HCSO, any contract(s) resulting from this Proposal may be canceled by the following means:
- A. 10 calendar days' written notice with cause, or;
 - B. 30 calendar days' written notice without cause.

If it becomes necessary to terminate the Contract without cause, all items and/or materials provided through the date of receipt of written notice of 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 Proposal and responsible Proposer based on evaluation, or articles specified may be purchased on the open market similar to those so terminated.

22. **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.
23. **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 Proposal and responsible Proposer based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Awarded Contractor to deliver service, materials, or items within the time stipulated in this Proposal, 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 Vendor List and determined ineligible for future contracts at the discretion of the CFO.
24. **DELIVERY:** Product(s) ordered shall be delivered in accordance with estimated time for delivery identified in PROPOSAL 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 Fleet Maintenance Division shall be notified, in writing, thus permitting the HCSO to obtain the required materials/items and/or exercise its options as stated herein.

25. **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.
26. **INVOICING AND PAYMENTS:** The Contractor will invoice the HCSO for Work as completed. At a minimum, an invoice shall include the Work site address, description of Work completed or list of goods received, and the Purchase Order number. Applications for payment will be required for partial payments or progress payments and are acceptable in lieu of an invoice if numbered. All applications for partial payment shall be accompanied by a schedule of values and indicate the

percentage of Work completed as of the application date.

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

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

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

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

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

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

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

- A. Defective Work not corrected.
- B. Failure of the Contractor to make payments for materials, labor, equipment or services.
- C. Continued failure to perform the Work in accordance with the terms and conditions set forth in this Agreement.
- D. Legal or other claims by third parties relating to the Work performed under the Contract Documents.

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

28. **GOVERNMENTAL PURCHASING COUNCILS:** All Proposals received shall be considered as Proposals 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 Proposal 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 seeks Design-Build services for a new Regional K9 Training Center. Once hired from the qualifications short-listed group, the professional tasks to be performed by the Design Build Team will have as their objective the design and production of technical documents, construction services, construction administration and construction for a complete and properly functioning Regional K9 Training Center in accordance with the attached design criteria packet (Attachment 1 with Exhibits). Additionally, the Design Build Team shall provide all required consultant services for the proper execution of the scope defined herein. Consultant services shall include but shall not be limited to architectural and engineering services, including civil, mechanical, electrical, plumbing, structural, and any other service as necessary. All labor, materials and equipment shall be furnished to construct the proposed improvements.

2. **SCOPE OF WORK:** The Regional K9 Training Center designed (See ATTACHMENT 1 - Design Criteria packet, Sec. 1.03) by the selected Design Build Team shall be suitable for the purposes for which they are intended and comply with all applicable codes and laws. It is a requirement that the Construction documents for all infrastructure shall be completed on a timely basis and within the awarded contract amount. The services are described under the Project Phases in which they customarily occur. This order is for convenience only and does not necessarily reflect the sequence in which a service will actually be performed, or necessarily limit the Project, or a designated portion of the Project, to one of each Phase.
 - A. **Phase 1 - Design Development Phase:** From the Schematic Designs submitted as a part of the Design-Build Team's proposal, the Design Build Team shall prepare the Design Development (preliminary design) documents consisting of drawings and other documents to fix and describe the size and character of the Regional K9 Training Center as to structural, plumbing, mechanical and electrical systems, sustainable materials and such other essentials as may be appropriate.
 1. Prepare and submit a revised, more detailed Project Schedule for construction for HCSO acceptance. The Project Schedule shall utilize the critical path method consisting of the general sequence of major design, permitting, and construction activities, indicating any site investigations, key design activities, permitting activities, key construction activities, and testing and acceptance activities. It shall indicate milestone dates for key design submittals, obtaining permits, commencement and completion of major construction activities, testing activities. The Schedule shall be resource loaded and submitted in electronic format such that the HCSO or its consultants will be able to review the scheduling logic.
 2. Develop and submit for the HCSO's approval the final construction budget based on available funds, which shall be approximately two million dollars (\$2,000,000) less prior design fees. Employ value engineering principals to ensure a quality project that meets the project schedule and budget as previously identified. Should the price realized not meet the target price range then the Design Build Team shall redesign at their expense the Project to ensure compliance with the agreed upon price. Should this price not be obtainable then the contract will be voided, and a

stipulated agreed price shall be paid and the HCSO will hold all the rights to the work performed.

3. Obtain HCSO's approval of consultants. Negotiate, prepare and execute consultant's agreements when required. The HCSO reserves the right to reject any consultant, for any reason, if the HCSO has reasons to believe the consultant will not perform satisfactorily.
4. Organize the team (structural, mechanical, electrical, civil and any special consultants). Provide credentials of the team for HCSO's approval.
5. Administrative - prepare and update design activity schedule for submission to HCSO. Coordinate meetings with utility providers, County agencies and other authorities having jurisdiction. Preparation of all documents and applications for required approvals and variances; and coordination with any consulting group(s) engaged by the HCSO. Establish and maintain project documentation files.
6. Design Development Documents shall include drawings and a written report in more detail than the conceptual design documents submitted with the initial Proposal. These documents shall include a more detailed description of the project, construction and equipment outlines and take into account the HCSO's comments on the initial submittal.
7. Obtain from appropriate consultants requirements for investigations and tests including geotechnical, structural, environmental, soil borings, test pits, percolation tests, soil boring values, etc., as necessary.
8. The Design Build Team shall participate as requested in meetings with the HCSO to review the Project and receive input from the HCSO. The HCSO will schedule meetings with appropriate key personnel.
9. The Design Build Team shall provide the HCSO with two (2) copies of in-progress Design Development Documents during the Design Development Phase. At the end of the Design Development Phase, the Design Build Team shall provide the HCSO with two (2) complete sets of drawings and other documents for review by the HCSO. Concurrence with the design development documents shall be required before proceeding to the construction documents phase.

B. Phase 2 - Construction Documents: The construction (final design) documents shall be produced using all applicable codes and standards. The Design Build Team shall include services of mechanical, electrical, structural, civil, and plumbing, as needed.

1. When the construction documents are complete and contain all appropriate information, the Design Build Team shall confer with and obtain approval from all required outside regulatory agencies. The Design Build Team shall verify with the applicable regulatory agencies and establish and provide a schedule for submission and/or review of the plans. Any disapproval from these agencies must be corrected before drawings are released.

2. Submit one (1) hard copy and one (1) electronic copy of a complete specifications book to include all written requirements, for materials, equipment, systems, standards and workmanship for all construction-related items shall be produced and submitted to the HCSO for approval prior to the start of construction.
3. The Design Build Team shall complete the following tasks:
 - i. Coordinate the work of all members of the team, including Consultants.
 - ii. Complete drawings with Project Specifications.
 - iii. Check all completed documents for coordination, compliance with program, accuracy and cross-coordination with the consultants' and engineers' work, and have the consultants and engineers make similar review.
 - iv. Revise documents, if required after review, and have consultants and engineers do the same.
 - v. Place required original stamps and seals on documents and obtain any necessary signatures required by reviewing authorities.
4. At the end of the Construction Documents Phase, the Design Build Team shall provide the HCSO with two (2) complete sets of documents for acceptance by the HCSO. Written concurrence by the HCSO of construction documents shall be required before proceeding to the construction services phase.

C. **Phase 3 – Construction Services:** This phase includes the construction phase of the Project and will include a penalty for delays. It shall be noted that change orders will not be honored except for HCSO approved amendments.

1. The HCSO shall approve all subcontractors proposed by the Design Build Team prior to their final selection.
2. On-site construction meetings between the HCSO and key personnel from the Design Build Team shall be held on a bi-weekly basis, or more frequently as necessary, to determine in general if the Work is proceeding in accordance with the Construction Documents. Based on such on-site observations, the consultants shall make written reports and shall take the appropriate steps to guard the HCSO against defects and deficiencies in the Work of the Design Build Team/contractor.
3. The Design Build Team and its consultants shall be responsible for making observations at the project site as necessary to ensure that the work is proceeding in accordance with the Contract documents accepted by the HCSO and to ensure that the Project remains on schedule.

4. The HCSO shall have authority to condemn or reject work when in the HCSO's opinion the Work does not conform to the Construction Documents. Whenever, in the HCSO's reasonable opinion, it is considered necessary or advisable to ensure the proper implementation of the intent of the Construction Documents, the HCSO shall have the authority to require special inspection or testing of any Work in accordance with the provisions of the Construction Documents whether or not such Work is fabricated, installed or completed.
 5. When the Design Build Team and the HCSO agree that the Work or portions of the Work are substantially complete, the HCSO shall inspect the Work or portions of the Work and prepare and submit to the Design Build Team a punch list of the Work which is not in conformance with the Construction Documents.
3. MINIMUM PROPOSER QUALIFICATIONS: Proposer shall have the following Minimum Qualifications to be considered eligible to submit a Proposal in response to this RFP.

It is the responsibility of the Proposer to ensure and certify that it meets the Minimum Qualifications stated below. A Proposer not meeting all of the following criteria will have their Proposals rejected:

- A. The proposer is certified under Section 489.119, *Florida Statutes*, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - B. Is qualified under Section 471.023, *Florida Statutes*, to practice or to offer to practice engineering; qualified under Section 481.219, *Florida Statutes*, to practice or to offer to practice architecture; or qualified under Section 481.319, *Florida Statutes*, to practice or to offer to practice landscape architecture. The Proposer or Partner for the engineering services shall have a State of Florida Certificate of Authorization for Engineering.
4. MANDATORY PRE-PROPOSAL SITE VISIT: All short-listed firms are required to attend the Mandatory Pre-Proposal Site Visit (date and time TBD after step 1). At this time the Sheriff's representative(s) will be available to answer questions relative to this RFP. Any suggested modifications may be presented in writing or discussed with the Sheriff's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Proposal. Only written amendments issued by the HCSO will be considered official changes to the SPECIAL PROVISIONS (PART B) or SPECIFICATIONS (PART C) of the RFP. Attendees will have the opportunity to inspect the site and the current systems. Measurements, notes, photographs, etc. may be taken. Care should be taken to obtain any and all technical information necessary to complete and submit a concise and inclusive Proposal.

In the event the Proposer determines any contradiction or non-compliance with any laws, ordinances, rules, codes or regulations applicable to the Scope of Work and SPECIFICATIONS (PART C) it is incumbent upon the Proposer to notify the HCSO promptly in writing no later than the close of the Questions and Answers (Q & A) period as defined in the Table of Contents. Any necessary changes in the Scope of Work and SPECIFICATIONS (PART C) will be adjusted by an

amendment to the RFP. The cost of any Work or related remedy performed by the Contractor that it knew or should have known was in violation of any laws, ordinances, rules, codes or regulations without proper notice to the HCSO will be born solely by the Contractor.

5. PRE-PROPOSAL SITE VISIT ATTENDANCE: Short-listed firms attending the Mandatory Pre-Proposal Site Visit shall notify the Buyer in writing about the names and number of personnel attending. The person(s) identified in the communication sent to the Buyer will be those notified of all addenda, amendments and Q & A.
6. EXAMINATION OF SITE: Proposers shall visit the site and familiarize themselves with existing conditions and satisfy themselves as to the nature and Scope of Work required. The submission of a Proposal will be construed as evidence that such an examination has been made. Any materials and/or labor not reflected in the drawings or specifications, required for completion of the Work, shall be submitted with the Proposal. Later claims for labor, equipment or materials required, may not be allowed. **The mandatory Pre-Proposal Site Visit will be held on site affording the opportunity for site survey at that time.**
7. SELECTION PROCESS: The selection process for this design build solicitation is a two-step process, Step 1 – Evaluation of Qualifications and Step 2 – Evaluation of Technical and Cost Proposal.

Step 1 is the evaluation of a design-build team's qualifications based on the teams' completed submittal. The Evaluation Committee will attempt to qualify no fewer than three (3) responsive and responsible firms, and by majority vote, will determine the maximum number of responsive and responsible firms to advance to Step 2. The firms that advance to Step 2 will be called the short-listed firms.

Step 2 is the evaluation of competitive Technical and Cost Proposals from those short-listed who choose to offer a responsive and responsible proposal.

Further details for the process mentioned above is contained in PART D PROPOSAL RESPONSE.

8. PAYMENT AND PERFORMANCE BONDS:
 - A. Bond Requirement: The HCSO shall, prior to the execution of the Contract, require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as listed hereunder. Premiums for Bonds shall be paid by the Contractor.
 - B. The Surety Company shall be licensed to transact surety business in Florida, shall be certified to issue the total amount of the bond on any one risk, and shall be otherwise acceptable to the HCSO.
 - C. Time of Delivery and Form of Bonds: The Contractor shall deliver the required bonds to the HCSO within 10 calendar days from the Notice of Award. A Notice to Proceed and Purchase Order will be issued upon receipt of the Performance Bond.

- D. "Performance and Payment Bond" shall be for 100% of the Contract sum on behalf of the HCSO. The bonds shall be written on the Surety Company's standard form. The Contractor shall require the Attorney-In-Fact who executes the required bonds on behalf of the Surety Company to affix to the bond a certified and current copy of their Power of Attorney, indicating monetary limit of such power.
- E. Alternative Forms of Security: In lieu of the bond required by this section, the Contractor may file with the HCSO, an alternative form of security which shall be in the form of cash, money order, certified check, cashier's check, or irrevocable letter of credit. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bond required by this section. The determination of the value of such alternative forms of security shall be made by the HCSO.
- F. Release of Bonds: Bonds will be released after all conditions of the Contract have been met, final acceptance has been given and all inspections have been satisfied and a statement of warranty and release of lien has been issued.
9. HIDDEN DAMAGES: When hidden conditions or damage are discovered after the commencement of Work, the Contractor must notify the Project manager 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 his designee.
10. FINAL INSPECTION AND ACCEPTANCE: Final inspection and acceptance of all items specified for delivery under this contract shall be accomplished by the Project manager or his duly authorized representative.
11. AMERICANS WITH DISABILITIES ACT: The contractor agrees to comply with the requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act.

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PART D - PROPOSAL RESPONSE

The undersigned understands that this Proposal Package **must be signed in ink** and that an **unsigned** Proposal 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 PROPOSER 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 PROPOSER MAKES THIS PROPOSAL.

* * * USE INK ONLY * * *

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

EXCEPTIONS TO PROPOSAL: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS PROPOSAL PACKAGE TO BE REJECTED BY THE HCSO. **ALL PROPOSERS SHOULD CAREFULLY READ PARAGRAPH 32 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 Proposal Package is based, to wit:

2. PROPOSAL PROCESS – STEP I:

A. **Submission of Proposals**

1. Qualification responses consisting of one (1) original version of all required information and documents; three (3) hard copies of all required information and documents; and one (1) electronic version of all required information and documents (in searchable format) on a USB portable storage drive, shall be provided, and should include the following:
 - i. Title Page (not to exceed one page): Identifying the RFQ subject, the Design Build Team's name, the name, address, and telephone number of the contact person, and the date of the Proposal.
 - ii. Table of Contents (not to exceed one page): Identifying all documents submitted by section and page number.
 - iii. Letter of Interest (not to exceed two pages): Summarizing the Design Build Team's understanding of the scope of services, its commitment to perform the services within the specified time frame, its statement of belief as to why it is the best qualified Design Build Team, and its statement that the Proposal remains in effect for ninety (90) days after submission. An authorized agent of the Design Build Team must sign the Letter of Interest indicating his/her title or authority.
 - iv. Proposal: The detailed Proposal should follow the directions set forth in PART D, Section 3B of this RFP.
2. The responsibility for submitting a proposal to the HCSO on or before the stated time and date is solely and strictly the responsibility of the Design Build Team. The HCSO is not responsible for delays caused by any mail, package or couriers service, including the U.S. mail, or caused by any other occurrence. Be advised that any and all sealed proposal envelopes and/or containers received after the specified Step 1 Submittal Deadline may not be considered.

B. **Requirements For Proposals**

1. General Requirements: The purpose of this RFP is to secure the most qualified, competent, and capable Design Build Team to undertake the design and construction of the Project in conformity with this RFP. Accordingly, the substance of the Qualification Proposals will carry more weight than their form or manner of presentation. The Qualification Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to the Project.

The Qualification Proposal should be prepared simply and economically, providing a straightforward, concise description of the Design Build Team's capabilities to satisfy the RFP. While additional data may be presented, the following requirements listed in Subsection B (2) through (5) of this section must be included. They represent areas in which the proposal will be evaluated.

2. Licenses to Practice in Florida: An affirmative statement should be included that the Design Build Team and all assigned key professional staff are properly licensed to practice in the State of Florida.
3. Design Build Team's Qualifications and Experience: If the Design Build Team is a joint venture, the qualifications of each firm comprising the joint venture should be separately identified and the firm that is to serve as the principal Design Build Team should be noted.
4. Partner, Supervisory, and Staff Qualification and Experience: Identify the principal supervisory and management staff, including partners, project managers, other supervisors, specialists and subcontractors who would be assigned to the Project.

Identify a Project Manager who will be directly responsible for day-to-day communication and coordination with the HCSO. This individual shall have the authority to represent the Design Build Team in a decision-making capacity.

Provide as much information as possible regarding the number, qualifications, experience, and training of the specific staff to be assigned to this Project. Indicate how the quality of staff over the terms of the agreement will be assured. Identify each staff member's anticipated level of participation on the Project Team in comparison to his/her daily workload activities.

Identify a past project on which your Design Build Team has worked and describe how your technical and managerial methodology applied to such project. Provide detailed information as to the Design Build Team's Quality Assurance/Quality Control ("QA/QC") (or other applicable quality control nomenclature) policy. Indicate specific steps conducted for technical review of any type of deliverable product or service prior to submission to a client. Identify standard processes used.

Personnel mentioned in response to this RFP can only be changed with the express prior written permission of the HCSO, which retains the right to approve or reject replacements. Other personnel may be changed at the discretion of the Design Build Team provided that replacements have substantially the same or better qualifications or experience.

5. References and Similar Projects: List the most significant similar projects (maximum of five) performed in the past five (5) years that are similar to the Project as described in the RFP.

For each past project identified, indicate the following: (1) scope of work, (2) dates of commencement and completion, (3) location; (4) whether Design Build Team was the principal firm responsible for the Project; and (5) the name and telephone number of the principal client contacts.

C. Evaluation Of Proposals

1. Procedures: Once Proposals are reviewed and determined to have successfully met the minimum technical requirements as provided above and as set forth in Section 287.055, Florida Statutes, the HCSO will organize an Evaluation Committee to evaluate the remaining Proposals in accordance with the Evaluation Criteria set forth below.

In reviewing each Proposal in accordance with the Evaluation Criteria, the Evaluation Committee may:

- i. Review and score all Proposals received, with or without conducting interview sessions; or
- ii. Review and score all Proposal received and provide a list of one to three Design Build Teams for further consideration upon interview.

The HCSO reserves the right to engage the advice of its consultants, including the persons who prepared the formal Design Criteria Package, or other technical experts in assisting the Evaluation Committee in the review of Proposals.

2. Criteria:

EVALUATION CRITERIA	Point Range
Design Build Team’s Qualifications and Experience	0-10
Partner, Supervisory, and Staff Qualification and Experience	0-10
Demonstrated ability to Complete Project	0-10
References and Similar Projects	0-10
Total available points	0-40

3. Selection Process: At the conclusion of the Evaluation Committee’s review of the Proposals under Step 1, the HCSO will short-list one or more Design Build Teams. Following the completion of the Step 1 short-listing, the HCSO may issue further information and clarifications via Addenda to the short-listed Design Build Teams, including (but not limited to) any amendments to the Design Criteria Package, cost tender form, form of contract, and other informational items or requirements for Step 2 submittals. Following the posting of the short-list, the short-listed Design Build Teams will be allotted approximately thirty (30) days to prepare their Step 2 Proposal, which includes a detailed Technical Proposal for the Project along with a Cost Proposal and a Project timeline and construction schedule.

3. PROPOSAL PROCESS – STEP 2:

A. **Notification To Participate in Step 2**

- 1. Design Build Teams selected to advance to Step 2 will be notified in writing and asked to attend the site visit and submit a responsive detailed Technical and Cost Proposal and a Project timeline and construction schedule that will be evaluated in Step 2 of the Evaluation Process.
- 2. Design Build Teams selected to advance to Step 2 will have thirty (30) days in which to develop their responsive detailed Technical and Cost Proposals and Project timeline and construction schedule.

B. Submission of Step 2 Proposals

1. The short-listed Design Build Teams shall submit sealed proposals containing one (1) original, three (3) hard copies, and one (1) electronic version (in a searchable format) on a USB portable storage drive to the HCSO no later than the date and time specified on Page 4 of this document. The proposal shall include the following:
 - i. Title Page (not to exceed one page): Identifying the RFQ subject, the Design Build Team's name, the name/address/telephone number of the contact person, and the date of the Proposal.
 - ii. Table of Contents (not to exceed one page): Identifying all documents submitted by section and page number.
 - iii. Transmittal Letter (not to exceed two pages): Summarizing the Design Build Team's understanding of the scope of services, its commitment to perform the services within the specified time frame, its statement of belief as to why it is the best qualified Design Build Team, and its statement that the Proposal remains in effect for ninety (90) days. An authorized agent of the Design Build Team must sign the Letter of Interest indicating his/her title or authority.
 - iv. Technical Proposal: The detailed Proposal should follow the directions set forth in PART D, Section 3C of this RFP.
 - v. Cost Proposal: As detailed in PART D, Section 3C of this RFP.
 - vi. Addenda: As detailed in PART D, Section 3C of this RFP.
2. The responsibility for submitting a proposal to the HCSO on or before the stated time and date is solely and strictly the responsibility of the Design Build Team. The HCSO is not responsible for delays caused by any mail, package or couriers service, including the U.S. mail, or caused by any other occurrence. Be advised that any and all sealed proposal envelopes and/or containers received after the specified Step 2 Submittal Deadline may not be considered.

C. Requirements For Proposals

1. Technical Proposal: In addition to addressing the approaches set forth below, the Technical Proposal shall include any preliminary or conceptual Plans and Specifications submitted in accordance with the Design-Criteria package. All Plans shall be provided bound flat, not in a 3-ring binder, with 11 inch by 17 inch paper containing a title block, drawing title, dated and numbered.
 - i. Design and Permitting Approach: Provide a narrative that addresses the Design Build Team's understanding of the Project along with Design Build Team's key factors for successful performance. The submittal should provide calculations and drawings as applicable, to sufficiently demonstrate the following:

- a. Describe a typical plan of the new Regional K9 Training Center.
 - b. Provide an approach for obtaining permits from the various permitting agencies having jurisdiction over such matters.
 - c. Provide previous experience interactions with state, county, and municipal permitting agencies.
- ii. Construction Execution Approach: Provide a detailed statement that explains how the Design Build Team will approach construction of the Project, including schedules, construction methods, and means of achieving design and construction milestone dates.
 - iii. Project Schedule Approach:
 - a. Provide a Project Schedule that utilizes the critical path method consisting of the general sequence of major design, permitting, and construction activities, indicating any site investigations, key design activities, permitting activities, key construction activities, and testing and acceptance activities. Indicate milestone dates for key design submittals, obtaining permits, commencement and completion of major construction activities, and testing activities. The schedule shall be resource loaded and submitted in electronic format such that the HCSO or its consultants will be able to review the scheduling logic.
 - b. Provide a Proposed Mobilization and Engineering Schedule, identifying the specific mobilization, engineering, design, and permitting activities to be conducted in the first thirty (30) days upon issuance of the Notice to Proceed.
 - c. Provide an Initial Baseline Project Schedule that demonstrates how the Design Build Team will achieve substantial and final completion within the proposed timeframe. Include a schedule detailing the design, permitting, and construction of the project.
 - d. Provide a Chart detailing the number of construction workers (including subcontractors), that will be staffed on each element of the Project during each month of the Project's duration.
 - e. Provide a Chart indicating the projected duration of each subcontractor's performance of work on the Project, including each subcontractor's name, and a summary of its scope of work.
2. Cost Proposal:
 - i. Design-Build Team shall submit a signed, fixed-fee proposal for providing all services, materials, equipment, transportation, etc., required for completion of services in accordance with its Technical Proposal and all other requirements of the RFP. The Cost Proposal shall take into account all costs including design, permitting, engineering and construction services. Failure to satisfy this requirement may render the Proposal non-responsive.

- ii. Additional Services: If it should become necessary for the HCSO to request the Design Build Team to render any additional services to either supplement the services requested in this RFP or to perform additional work as required, such additional work shall be performed only upon written agreement between the HCSO and the Design Build Team either by official change order or amending the contract.
 - iii. Proposal Bond: Design Build Team will be expected to furnish a Performance Bond in the amount of One Hundred Percent (100%) of the proposed price.
 - iv. All Cost Proposals shall be guaranteed for a sixty (60) calendar day period following submission of the Cost Proposal. No Design Build Team may withdraw a Cost Proposal within sixty (60) calendar days of submitting it.
3. Addenda: Design Build Team must provide the following forms included in Appendix 1 to the RFP:
- i. Any addenda or answers to written questions supplied by the HCSO to participating Design Build Teams become part of this RFP and the resulting contract. This proposal form shall be signed by an authorized company representative, dated and returned with the proposal.
 - ii. Supplier Request Form
 - iii. ACH Payment Authorization Form
 - iv. IRS Form W-9
 - v. Purchasing Terms and Conditions

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D. Evaluation Of Proposals

1. Procedures: The Evaluation Committee will review each Proposal in accordance with the criteria listed below. In addition, the Evaluation Committee may, in its discretion, interview short-listed Design Build Teams.
2. Criteria:

EVALUATION CRITERIA	Point Range
Design and Permitting Approach	0-20
Construction Execution Approach	0-20
Project Schedule Approach	0-20
Cost Proposal	0-40*
Total available points	100

*The Design Build Team who sets forth the lowest Cost Proposal will receive the maximum 40 points so long as the Design Build Team is otherwise qualified to work on the Project. All other Design Build Teams will be awarded points based on the following equation: divide the lowest Cost Proposal by the respective Cost Proposal and multiple that number by 40.

3. Selection Process:
 - i. Based on the evaluation criteria set forth above, the Evaluation Committee will issue a recommendation to award the Proposal.
 - ii. Ultimately the HCSO will select/award the Design Build Team that best meets the interest of the HCSO. The HCSO shall be the sole judge of its own best interests, Proposals, and the resulting negotiated agreement. The HCSO’s decision will be final.

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4. **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 : _____

5. **PROPOSER CONTACT INFORMATION:** Provide the contact information for the individual submitting this PROPOSAL 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 Proposal submission:

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SIGNATURE OF AFFIRMATION AND DECLARATION

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

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 Proposal offered to be entered into;
- B. That this Proposal is made without any understanding, agreement, or connection with any other person, firm, or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud;
- C. That the Proposer is not in arrears to Hillsborough County or the 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 Proposal Response; in the performance of the Contract; in the supplies, materials, equipment, and Work or labor to which they relate; or in any portion of the profits thereof.

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

Respectfully submitted by,

Company Name

Company Officer Name (printed) Date

Company Officer Signature Title

IMPORTANT

Below is an example of the information required on the OUTSIDE of your Proposal Package.

Please use label below

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

PROPOSAL PACKAGE SUBMITTAL

From: _____

PROPOSAL # 2022-018

REGIONAL K9 TRAINING CENTER

OPENING DATE/TIME:

STEP 1: November 4, 2022 @ 3:00 PM EST

STEP 2: December 2, 2022 @ 3:00 PM EST

LISTING OF ATTACHMENTS

- | | | | |
|----|--------------|-----|---------------------------------|
| 1. | APPENDIX I | PDF | Supplier Application Packet |
| 2. | ATTACHMENT 1 | PDF | Design Criteria Package |
| 3. | ATTACHMENT 2 | PDF | Proposal Completeness Checklist |