



Request for Proposal No. 17-18

Title: Range 6 Berm Rebuild

August 24, 2018

Chad Chronister, Sheriff
HILLSBOROUGH COUNTY

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



Dave Janney, Senior Procurement Analyst
(813) 247-8053
DJanney@hcs0.tampa.fl.us

INSTRUCTIONS TO PROPOSERS

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

When awarded, the Bid Package becomes the "**Contract Document**". The Bidder's signature on the Bid Response (Part D), constitutes Bidder's agreement to the terms therein. The signature on the Bid Package must be that of an Officer of the Company or an individual authorized to commit the Company to a legal and binding contract. **READ THE ENTIRE BID PACKAGE CAREFULLY BEFORE SIGNING.**

NOTICE TO PROPOSERS

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

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PROPOSED SCHEDULE OF EVENTS	DATE
RFP ADVERTISED / POSTED TO HCSO AND OSD WEBSITE	8/24/18
SUBMIT LETTER OF INTENT	9/5/18
MANDATORY PRE-PROPOSAL CONFERENCE AND FACILITY TOUR	9/6/18
DEADLINE TO SUBMIT QUESTIONS AND ANSWERS	9/11/18
DEADLINE TO SUBMIT PROPOSAL	9/21/18
AWARD NOTIFICATION TARGET DATE	10/27/18

LETTER OF INTENT

REQUEST FOR PROPOSAL NO. 17-18

The undersigned acknowledges the General Terms and Conditions of the Request for Proposal (RFP) and intends to respond to the Hillsborough County Sheriff's Office (HCSO). We understand that any amendments, clarifications, and addenda to the RFP will be promptly communicated to the individual authorized below to receive this information.

COMPANY NAME

COMPANY ADDRESS

PRIMARY CONTACT NAME/TITLE

EMAIL ADDRESS

TELEPHONE NUMBER

FAX NUMBER

SIGNATURE OF COMPANY OFFICER

DATE

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

Print Name

Email Address

Print Name

Email Address

Print Name

Email Address

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

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

COMPANY NAME:

SUBJECT: Request for Proposal Number 17-18

Proposal Title: Range 6 Berm Rebuild

MANDATORY PRE-PROPOSAL CONFERENCE: September 6, 2018 at 10:00 am.

PLACE: Hillsborough County Sheriff's Office
14063 County Road 39
Lithia, Florida 33547

OPENING DATE and TIME: September 21, 2018 at 3:00 pm.

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

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

PART A - GENERAL TERMS AND CONDITIONS:

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

If our specifications, when included in our Request for Proposal (RFP), are not returned with your Proposal Package, and no specific reference is made to them in your Proposal Response (Part D), it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, companies or manufacturer's specifications which accompany the Proposal Response (Part D) contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your Proposal Response (Part D).

2. Proposal Delivery: The responsibility for getting the Proposal Package to the Hillsborough County Sheriff's Office (HCSO) on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The HCSO will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Proposer shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Proposals will not be accepted after the time specified for receipt. Such proposals shall be returned to the Proposer unopened with the notation "This Proposal was received after the time designated for the receipt and opening of proposals".

3. On-Line Documents: The HCSO is publishing documents on its website <http://www.hcso.tampa.fl.us> for the convenience of 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 Proposal, the prices quoted in the Proposal will be good for an evaluation period of 60 calendar days from the date of Proposal opening unless otherwise stated. Proposers will not be allowed to withdraw or modify their proposals after the opening time and date.
5. Prices: All Proposals submitted must show the net proposal price after any and all discounts allowable have been deducted. **Prices offered are to be F.O.B. Destination.** All prices shall include freight (to include manufacturer to distributor), packaging, and any other similar fees. The HCSO is exempt from all state sales, use, transportation and excise taxes. The HCSO will issue tax exemption certificates to the 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 as part of the materials cost, when applicable.*

6. Condition of Materials and Packaging: It is understood and agreed that any item offered or shipped on this Proposal shall be NEW and in FIRST CLASS CONDITION AND FIRST QUALITY, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging for the items shipped.
7. Claims: The Contractor will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
8. When to Make Delivery: Deliveries resulting from this Proposal are to be made during the normal working hours of the HCSO. It is the Proposer's responsibility to obtain this information.
9. Manufacturer's Name: Any manufacturers' names, trade names, brand names information and/or catalog numbers used herein are for purpose of description, reference, and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by the HCSO and such determination shall be final and binding upon all Proposers.
10. Information and Descriptive Literature: The Proposer must furnish all information requested in the Proposal. If specified, each Proposer must submit cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with previous Proposal will not satisfy this provision. Proposals that do not comply with these requirements will be subject to rejection.
11. Proposal Submittal Costs: Submittal of a Proposal is solely at the cost of the Proposer and the HCSO in no way is liable or obligates itself for any cost incurred by the Proposer preparing the submitted Proposal Package.
12. Proposal Obligation and Disposition: The contents of the Proposal Package and any clarifications thereto submitted by the Proposer shall, upon award, become part of the contractual obligation and incorporated by reference into the ensuing contracts. All Proposal Packages become the property of the HCSO and will not be

returned to the Proposer.

13. No Proposal: If you do not wish to submit a response to the RFP, please return the Statement of No Proposal found on page 34. The “No Proposal” information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor List.
14. Compliance with Occupational Safety and Health Act (OSHA): The Proposer certifies that all material, equipment, etc., contained in the Proposal Package meets all OSHA requirements.
15. Familiarity with Laws: The Proposer is required to be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that in any manner affect the Work. Ignorance on the part of the Proposer will in no way relieve the Proposer of responsibility.
16. Laws, Statutes and Ordinances: The terms and conditions of the RFP and the resulting Agreement shall be construed in accordance with the laws, statutes and ordinances of the State of Florida and Hillsborough County. Where State Statutes and regulations are referenced, they shall be interpreted to apply to this RFP and to the resulting Agreement. While the Sheriff is not bound by Chapter 287, Fla. Stat., in the spirit of fair dealing and just opportunity, the HCSO endeavors to meet the directives and business practices articulated in the Chapter.
17. Public Entity Crimes: Pursuant to §§287.132-133, Fla. Stats., the HCSO, as a public entity, may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, Fla. Stat., for Category Two (\$35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that the person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), Fla. Stat. If you submit a Proposal in response to this request, you are certifying that §§287.132-133, Fla. Stats. does not restrict your submission.
18. Public Record: Any material submitted in response to this RFP will become a public document pursuant to §119.07, Fla. Stat. This includes material which the respondent might consider to be confidential or trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, Fla. Stat. The Vendor or Contractor agrees to comply with §119.0701, Fla. Stat. regarding maintenance and provisions of access to all public records generated by this Contract with the HCSO.

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

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

19. Appropriations of Funds: The HCSO, as an entity of Government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this request for each and every fiscal year following the fiscal year in which this Contract is executed and entered into and for which the Contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Contract, provide

prompt written notice of such event and effective 30 calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such Contract.

20. Acceptance and Rejection: The HCSO reserves the right to reject any or all Proposals, for cause, to waive irregularities, if any, and to accept the Proposal or Proposals which in the judgment of the Sheriff is in the best interest of the HCSO. The HCSO reserves the right to evaluate, add and/or reject any items from any proposal options or resulting contract(s) when deemed to be in the best interest of the HCSO.

21. Protests: Any prospective Proposer who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all Proposals will submit a notice of protest in writing within 72 hours (excluding Hillsborough County holidays, Saturdays and Sundays) of the notice of award to the HCSO Purchasing Section by registered mail or hand deliver for which a receipt must be provided.

The Purchasing Section will have five (5) business days upon receipt of this notice to meet and consider the protest as written. The Senior Procurement Analyst will coordinate the review process with the parties involved and may request additional information from the Proposer or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Senior Procurement Analyst will make a recommendation to the Chief Financial Officer (CFO).

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

22. Specifications: Attached.

CHAD CHRONISTER, SHERIFF
HILLSBOROUGH COUNTY, FLORIDA

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

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

Company Name Date

Print Name/Title

Signature of Company Officer

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR PROPOSAL AFTER COMPLETING PARAGRAPH 23. EACH COMPANIES PROPOSAL AND ANY CLARIFICATIONS TO THAT PROPOSAL AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN THE PROPOSAL RESPONSE (PART D, PARAGRAPH 1).

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PART B - SPECIAL PROVISIONS

1. IN GENERAL

The purpose of this Request for Proposal (RFP) is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) to secure the services of a qualified Contractor to complete a rebuild of a berm at Range #6 of the Walter C. Heinrich Practical Training Site (WCHPTS) due to damage sustained during Hurricane Irma.

2. SCOPE OF WORK

The Scope of Work will consist of remediation and rebuild of a sloughed failure to an existing berm at Range #6, at the WCHPTS located at 14063 South County Road 39, Lithia, Hillsborough County, Florida.

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

3. GRANT FUNDING

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

4. PROPOSER QUALIFICATIONS

Proposals shall be considered only from those firms or individuals who can clearly demonstrate to the HCSO the professional ability to perform the type of Work specified within the RFP. Proposers must be able to demonstrate adequate organizational, financial, equipment and personnel resources to ensure timely and satisfactory completion of the project. In the determination of the evidence of responsibility and ability to perform the Work, the HCSO reserves the right to investigate the financial condition, experience record, personnel, equipment, facilities and organization of the Proposer. The HCSO shall determine whether the evidence of responsibility and ability to perform is satisfactory, and will make awards only when such evidence is deemed satisfactory. The HCSO reserves the right to reject a Proposal when evidence indicates the inability to perform the Work specified within the RFP.

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

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

5. MANDATORY PRE-PROPOSAL CONFERENCE

All interested parties are required to attend the Mandatory Pre-Proposal Conference and site visit (see date/time on page five (5)). At this time the Sheriff's representative(s) will be available to answer questions

relative to this RFP. Any suggested modifications may be presented in writing or discussed with the Sheriff's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Proposal. Only written amendments issued by the HCSO will be considered official changes to the Terms and Conditions (Part B) or Technical Specifications (Part C) of the RFP. Attendees will have the opportunity to inspect the 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 but 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 Technical Specifications (Part C), it is incumbent upon the Proposer to notify the HCSO promptly in writing no later than the close of the Questions and Answers (Q & A) period as defined in the Table of Contents. Any necessary changes in the Scope of Work and Technical Specifications (Part C) will be adjusted by an amendment to the RFP. The cost of any Work or related remedy performed by the 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.

6. LETTER OF INTENT

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

7. 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 Conference will be held on site affording the opportunity for site survey at that time.**

8. BRAND NAMES

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

9. COMMUNICATION BETWEEN PARTIES

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

In the interest of public access, all documents relating to this RFP will be posted to the HCSO website at <http://www.hcsotampa.fl.us>. This will include minutes from the Pre-Proposal Conference, Q & A

responses, amendments, addenda etc. Posting documents to the HCSO website is considered the official method of notification regardless of other notification methods the Senior Procurement Analyst utilizes for convenience of the parties involved.

10. PREPARATION AND SUBMITTAL OF PROPOSALS

All Proposals shall be signed in ink by an authorized principle of the firm. A signature of acknowledgement to the General Terms and Conditions (Part A) is required on page nine (9) and a signature of affirmation is required on page 33. All attachments to the RFP requiring signature acknowledgement (e.g. amendments) are to be returned with the Proposal Package.

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

Proposals must be received by the HCSO Purchasing Section no later than the time and date shown on page five (5). Proposers mailing their Proposal Packages should allow for normal mail time to ensure receipt by HCSO prior to the time and date fixed for the acceptance of the proposals. Proposals or unsolicited amendments to proposals, received by the HCSO after the acceptance date will not be considered and will be returned unopened marked "This Proposal was received after the time designated for the receipt and opening of proposals".

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

The HCSO reserves the right to postpone the date for receipt and opening of proposals or other deadlines and will make a reasonable effort to give at least two (2) calendar days notice of any such postponement to each prospective Proposer.

11. CONFLICT OF INTEREST

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

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

12. ACCEPTANCE AND REJECTION

The Sheriff, Hillsborough County, Florida, reserves the right to reject any or all Proposals, for cause, to waive irregularities, if any, in any Proposal, and to accept the Proposal or Proposals which in the judgment of the Sheriff is in the best interest of the HCSO. The Sheriff reserves the right to select the Proposer that

will best meet the needs of the HCSO, and the selection will not necessarily be made solely on cost. Persons or entities submitting Proposals which do not meet the mandatory requirements will be considered in non-compliance and will be disqualified.

13. EVALUATION OF PROPOSALS

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

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

	<u>Points</u>
A. Cost of Goods and Services	40
B. Project Plan and Approach/Technical Applications	30
C. References	20
D. Company and Personnel Overview	<u>10</u>
Total	<u>100</u>

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

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

14. BEST AND FINAL OFFER

The HCSO reserves the right to request a Best and Final Offer (BAFO) from any or all Proposers. A BAFO may be requested as an optional step in the selection process. Useful situations include but are not limited to the following: no single response addresses all the specifications; the cost submitted by all Proposers is too high; the scores of two (2) or more Proposers are very close after the evaluation process; all Proposers submitted responses that are unclear or deficient in one (1) or more areas.

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

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

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

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

15. AWARD

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

The HCSO also reserves the right to select options from one (1) or more Proposers when in the best interest of HCSO. The optional division of the Scope of Work or line item award will be evident in the formatting of the Proposal Response.

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

16. INFORMATION PRIVACY

It is understood and agreed upon by the Proposer in submitting a Proposal Package that the HCSO has the right to withhold all information regarding this procurement **until after contract award**, including but not limited to: the number of Proposals received, competitive technical information, competitive price information, and the HCSO evaluation concerns about competing proposals. Information released after award is subject to the disclosure requirements of Chapter 119, Fla. Stat. Proposers are enjoined from discussing or disclosing the content of any Proposal with competing Proposers during the evaluation and negotiation process.

17. CONTRACT DOCUMENT

The Contract between HCSO and the Contractor shall consist of: (1) the RFP and any amendments thereto and (2) the Proposal Package submitted in response to the RFP. The HCSO reserves the right to clarify any contractual relationship in writing with the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Contractor's Proposal Package. In all other matters not affected by the written clarification, if any, the RFP and all amendments thereto shall

govern. The Proposer is cautioned that the Proposal shall be subject to acceptance without further clarification.

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

18. PRECEDENCE

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

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

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

19. ADDITION / DELETION

The HCSO reserves the right to add or delete any items from this Proposal or resulting contract(s) when deemed to be in the best interest of the HCSO. All such additions, deletions or any change to the Scope of Work shall be addressed as either an amendment to the Proposal or a change order to the Contract requiring written notification and acknowledgement (refer to Processing Change Orders, Part B, Paragraph 28).

20. CONTRACTUAL OBLIGATIONS

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

21. DEFAULT

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

22. CANCELATION

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

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

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

23. NEXT BEST PROPOSER

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

24. PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BOND

- 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.

The Surety Company shall be licensed to transact surety business in Florida, shall be certified to issue the total amount of the bond on any one risk, and shall be otherwise acceptable to the HCSO.

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

"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.

- c. 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.
- d. Release of Bonds: Bonds will be released after all conditions of the Contract have been met, final acceptance has been given and all inspections have been satisfied and a statement of warranty and release of lien has been issued.

25. CERTIFICATES OF INSURANCE

The Contractor shall not commence any Work in connection with this Contract until they have obtained all the following types of insurance and such insurance has been approved by the HCSO, nor shall the Contractor allow any subcontractor to commence Work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

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

- a. Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of their employees connected with the Work of this project and, in case any Work is sublet, the 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 Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Laws. In case any hazardous Work under this Contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the HCSO, for the protection of their employees not otherwise protected.
- b. Comprehensive Insurance Coverage: The Contractor shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance and shall protect them from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by themselves or by anyone directly or indirectly employed by them, and the amounts of such insurance shall be the minimum limits as follows:

Coverage amounts required by the HCSO may vary depending on the project but shall not be less than the minimum statutory licensing requirements: Comprehensive General Liability: \$300,000 bodily injury combined single limit and \$50,000 bodily injury and property damage combined single limit.

For this project the required insurance coverage shall be:

Commercial/Comprehensive General Liability	
Bodily Injury	\$1,000,000 per person per occurrence
Property Damage	\$ 500,000 per occurrence
Automobile Liability	\$1,000,000 combined single limit bodily injury and property damage

26. 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.

27. 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.

28. 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.

29. 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 the Contract Documents Technical Specifications (Part C). If required by the Senior Procurement Analyst, 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 Technical 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.

The Contractor shall coordinate all Work including 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:
 - i. All employees on the job site and other persons who may be affected by it;
 - ii. All materials or equipment to be incorporated, whether in storage on or off the site;
 - iii. 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 life saving 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 28).

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.

30. 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 \$250 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.

31. 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.

32. 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/Engineer. 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/Engineer 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/Engineer 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/Engineer 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/Engineer, it shall be, if requested by the Project Manager/Engineer, 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/Engineer 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/Engineer, the Work shall, if requested by the Project Manager/Engineer, be uncovered for observation and replaced at the Contractor's expense.
- f. If any Work has been covered which the Project Manager/Engineer has not specifically requested to observe, or if the Project Manager/Engineer 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 28).
- g. When directed by the Project Manager/Engineer, the Contractor will promptly, without cost to the HCSO and as specified by the Project Manager/Engineer, 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 Project Manager/Engineer, 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.

33. INDEMNIFICATION

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

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

34. 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 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 addressed to:

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

Or emailed to: accountspayable@hcsotampa.fl.us

Payment shall be made in accordance with §215.422, Fla. Stat. which states the vendor's rights and the HCSO responsibilities concerning interest penalties and time limits for payment of invoices. Timely payment of invoices is incumbent upon the HCSO and in no case shall payment exceed 45 calendar days from date of receipt of a properly approved application/invoice.

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

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

35. EXCEPTIONS TO PROPOSAL

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

PART C – TECHNICAL SPECIFICATIONS

1. The Work consists of remediation and rebuilding of a sloughed failure to an existing berm at Range #6, at the Hillsborough County Sheriff's Office (HCSO) Walter C. Heinrich Practical Training Site (WCHPTS) located at 14063 South County Road 39, Lithia, Hillsborough County, Florida. The complete details and specifications for the repairs and rebuilding are provided in Exhibit A: Slope Stability Analysis and Remediation Recommendations, dated March 21, 2018, revised on June 8, 2018, including figures and appendices.
2. All Work shall be accomplished in accordance with the Proposal Package which includes Exhibit A: Slope Stability Analysis and Remediation Recommendations, dated March 21, 2018, revised on June 8, 2018, and the requirements furnished within all the RFP documents to include any Q & A Responses, Addenda and/or Amendments issued by HCSO. The Contractor shall provide all incidentals required for the construction to meet all local, state, and federal codes, ordinances, and construction industry standards.
3. The soil removed from the construction berm site area may be stored on WCHPTS property.
4. Sod, brought on site for the berm slopes shall be Bahia grass on pallets. Bahia Sod shall be laid horizontally. Every other row of sod shall be pegged using metal staples, starting from the top of the berm and progressing downward.
5. The Proposer shall review the Proposal Package for the requirements to complete the project. Any Work that, by construction industry standards and/or is reasonably necessary for system(s), shall be identified during the Proposal period and included as part of the costs.
6. 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/or Technical Specifications (Part C), it is incumbent upon the Proposer to notify the HCSO promptly in writing no later than the close of the Q & A period as defined in the Table of Contents. Any necessary changes in the Scope of Work and Technical Specifications (Part C) will be adjusted by an amendment to the RFP. The cost of any Work or related remedy performed by the 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.
7. Site visits will be included in the Mandatory Pre-Proposal Conference. Measurements, notes, photographs, etc., may be taken at this time. Confirmation of the numbers, measurements and quantities is incumbent upon the Proposer. Care should be taken to obtain all technical information necessary to complete and submit a concise but inclusive Proposal.
8. The Contractor shall be responsible for all material and equipment procurement, equipment and material handling, delivery and storage, and removal of debris. The HCSO will not make any direct purchases of materials. All materials provided shall be new, in first class condition and first quality, and free from damage and imperfection.
9. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the HCSO.
10. Prior to conducting repairs, applicant must identify the source and location of fill material and provide this information to the HCSO.

11. The Contractor shall contract with an independent testing company, such as the one which provided Exhibit A, Slope Stability Analysis and Remediation Recommendation to have an engineering technician on site to conduct testing and monitoring as outlined in Exhibit A. Pricing to be included in Part D, Proposal Response, Paragraph 2, Cost of Goods and Services, Item A, Berm repair and rebuilding. All testing report results shall be forwarded to the HCSO Project Manager/Site Superintendent.
12. All Work areas (active, below active, adjacent, and surrounding), are to be properly identified and secured at the onset of the Work and maintained on a daily basis. All debris, materials, tools, and equipment should be removed and/or secured after completion of each Work day.
13. The Contractor may have limited use of the existing on-site utilities (electric and non potable water) in performance of the Work. If utilities are not available at the location(s) needed, the Contractor shall provide the necessary utilities. The Contractor will coordinate with the Project Manager for the use of existing utilities. The Contractor is to provide all other utilities, dumpsters, sanitation facilities, lifting equipment and devices, and all other incidentals required for the completion of the Work and/or provisions for personnel.
14. The Contractor is responsible for any damage to existing property and/or equipment and will return damaged property and/or equipment to their original state, or replace as new if damage cannot be repaired.
15. Accessibility and staging areas will be discussed at the Mandatory Pre-Proposal.
16. The Contractor shall insure the roadways used for construction be kept clear of dirt, mud, and other debris during normal work hours.
17. Roadways during certain times can get very busy, and some sections are very narrow. The Contractor shall provide at least two (2) flag men with the proper safety equipment to direct traffic. Frequency of the flagmen will be discussed in more detail at the Mandatory Pre-Proposal Conference.
18. HCSO has no responsibility to the Contractor or subcontractors for additional equipment or overtime. All Building Department requests and requirements shall be included as part of the Work. Change Orders shall be prohibited unless the HCSO initiates a request for and approves Work outside of the original Scope of Work.
19. The WCHPTS business hours are from 6:30 am to 5:00 pm, Monday through Friday. Any work required outside of the business hours work schedule shall be submitted in advance to the HCSO Project Manager at least two (2) business days in advance.

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2. COST OF GOODS AND SERVICES

Company Name: _____

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

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

We hereby propose to furnish the construction/services described herein in accordance with the Proposal Package, except as noted in the Proposal Response, Part D.

Line # Description

- A. **Berm repair and rebuild** \$ _____
- B. **Days from Notice to Proceed to start project** _____ **Calendar Days**
- C. **Days from Notice to Proceed to complete project
(Including 10 days for punch list)** _____ **Calendar Days**

3. NARRATIVES AND DOCUMENTATION

As mentioned in Special Provisions (Part B), Paragraph 13, the outline below corresponds with the criteria on which the HCSO will evaluate each Proposal. Therefore it is important to maintain the organization of your response as outlined so the evaluators may easily locate the required documents. Include narratives and supporting documentation.

Section title pages provided.

- A. Cost of Goods and Services
- B. Project Plan and Approach/Technical Applications
- C. References
- D. Company and Personnel Overview

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Proposal Response Section Cover Page

Project Plan and Approach/Technical Applications

Narrative: Describe your approach and plan to complete the Scope of Work. Be thorough enough to demonstrate your complete understanding of the Scope of Work.

Include a project time line.

List subcontractors and suppliers and the type of equipment that will be used on site.

Describe plans for materials and equipment staging and quality and safety controls.

Describe site supervision policies.

Describe average number of personnel that will be assigned to the job.

Address issues you identify as concerns that may or may not have been referenced in the RFP and describe your approach to eliminating or alleviating those concerns.

Documents:

- Subcontractor/Supplier List – Include Company name, mailing address, telephone and a contact person.
- On site equipment list
- Time line
- Others as relevant to your presentation

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Proposal Response Section Cover Page

References

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

1. Company/Agency Name _____
Project Description _____
Contact Person Name & Title _____
Phone number _____
Email address _____
Approximate contract amount \$ _____

2. Company/Agency Name _____
Project Description _____
Contact Person Name & Title _____
Phone number _____
Email address _____
Approximate contract amount \$ _____

3. Company/Agency Name _____
Project Description _____
Contact Person Name & Title _____
Phone number _____
Email address _____
Approximate contract amount \$ _____

Proposal Response Section Cover Page

Company Overview, Personnel

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

Identify local management personnel, their experience and qualifications.

Identify Project Manager, qualifications and experience.

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

Documents:

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

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4. AFFIRMATION AND DECLARATION

At this present time we understand all requirements and warrant that as a serious Proposer we will comply with all the stipulations included in the Proposal Package.

The below named Proposer affirms and declares:

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

Respectfully submitted by,

Company Name: _____

Print Signer's Name Date

Signature of Company Officer Title

NOTE: THE ABOVE SIGNATURE OF AFFIRMATION AND THE SIGNATURE OF ACKNOWLEDGEMENT ON PAGE NINE (9), AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT AND RETURNED WITH YOUR PROPOSAL RESPONSE. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN THE PROPOSAL RESPONSE, PART D.

STATEMENT OF NO PROPOSAL

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

HILLSBOROUGH COUNTY SHERIFF'S OFFICE

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

Fax: 813-242-1826

We, the undersigned, have declined to respond to your Proposal No. 17-18 Range 6 Berm Rebuild for the following reasons:

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

____ Insufficient time to respond to the Request for Proposal.

____ We do not offer this service.

____ Our Work schedule would not permit us to perform.

____ Unable to meet specifications.

____ Unable to meet Bond Requirements.

____ Specifications unclear (explain below).

____ Remove our company from your Vendor List.

____ Other (specify below)

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

PLEASE PRINT - COMPANY NAME_____

COMPANY OFFICER_____

TELEPHONE NUMBER_____

DATE_____

SIGNATURE_____

PROPOSAL EVALUATION MATRIX

Company Name: _____

Criteria	Points Allowed-100	Awarded
A. Cost of Goods and Services	40	_____
B. Project Plan and Approach/Technical Applications	30	_____
C. References	20	_____
D. Company and Personnel Overview	<u>10</u>	_____
	Total <u>100</u>	=====

What are the strengths of this Proposal? _____

What are the weaknesses of this Proposal? _____

General comments/clarifications/questions. _____

Name of Evaluator _____ Date _____

CHECKLIST, Include the following:

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

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

CHAD CHRONISTER, SHERIFF
2008 E. 8TH AVE
TAMPA, FLORIDA 33605
ATTN: PURCHASING Ext. 8034
FINANCIAL SERVICES DIVISION EXT. 8035

PROPOSAL PACKAGE SUBMITTAL

From: _____

RFP # 17-18

OPENING DATE and TIME:

September 21, 2018 @ 3:00 pm

Appendix I

Federal Grant Compliance

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

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

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

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

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

amended for Grants and Contracts in excess of \$150,000. Violations to be reported to the regional office of the Environmental Protection Agency (EPA).

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

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

The Proposer’s signature below constitutes agreement to comply with the above provisions and CFR §200.321 and to flow down all applicable provisions to subcontractors. The Proposer further accepts the Department of Labor prevailing wage determination.

ACCEPTANCE OF APPENDIX I

We do hereby acknowledge the above provisions as part of the Terms and Conditions of RFP 17-18.

PLEASE PRINT Company Name _____

By _____

Title _____

Signature _____