

Hillsborough County Sheriff's Office
Financial Services Division
Purchasing Section

Sheriff's Operation Center
2008 East Eighth Avenue
Tampa, Florida 33605



**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**

CHAD CHRONISTER, SHERIFF

Request for Term Contract Quotation

2025-005 Water Treatment

February 24, 2025

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

By: William V. Spinelli A/CFO

William V. Spinelli, CPA
Chief Financial Officer

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Section 1 Introduction and Instructions

1.1 Term Contract (TC) Overview.

Subject: Invitation to 2025-005
Proposal Title: Water Treatment
TC Response Deadline: April 3, 2025 15:00 EST
Buyer: Marianne Theen, MTheen@teamHCSO.com

The Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida (Sheriff), is soliciting a quote for line-item pricing associated with the monthly and/or quarterly water treatment services required to service five (5) Hillsborough County Sheriff's Office (HCSO) facilities. Reoccurring monthly and/or quarterly maintenance, monitoring and control of the damaging effects of water on the equipment. The Awarded Supplier will provide all labor, supplies, chemicals and equipment necessary to test, treat, and maintain the systems.

It is the intention of HCSO to initially award a less than 12-month term, to align our renewal process with our fiscal year: October 1 through September 30. Subsequent renewals shall encompass whole one-year intervals.

The Awarded Supplier will enter into a service agreement contract with HCSO for the duration of the extended term. Awarded Supplier may not sublet or subcontract any of the contractual obligations concerning this solicitation except as provided for in the written contract between the HCSO and Awarded Supplier. This statement prohibits subcontracting overall management obligations pertaining to the work and requires the Awarded Supplier to retain ultimate liability for all contractual obligations

If you intend to respond with a quote, please fill out and return Section 4 TC Response, beginning on page 18, along with a copy of your quote and completed APPENDIX I by e-mail to the Buyer named above by the date and time indicated. If you were notified of this TC due to being on the HCSO's approved supplier list, and are declining to provide a quote, please return page 21, Statement of No Participation.

The completed APPENDIX I (Supplier Packet) must be returned, with all the documentation listed therein, with your TC Response along with copies of your Hillsborough County Business Tax Receipt, other local government registration, or state business license(s) regardless of your current supplier status with HCSO.

❖ Questions & Answers Deadline	March 31, 2025 15:00 EST
❖ Deadline for Quotation Receipt	April 3, 2025 15:00 EST
❖ Award Notification Target Date	April 11, 2025

1.1.1 The total annual expense represented by this TC is estimated to be less than the \$100,000 threshold which would require a public bid process. However, a competitively awarded Term Contract provides advantages of price protection and ordering convenience for those services or products which have either high priority, frequent ordering or multiple quote requirements. The Awarded Supplier will be asked to lock in their rates for a minimum of one (1) year, assuring the HCSO a competitive price or guaranteed schedule under a short-term contract.

1.2 TC Package.

Included herein are Numbered Sections, which together, along with all appendices and attachments, constitute the entire “TC Package”. Said TC Package must be the basis upon which all Quotes are offered. The Supplier must manually complete, sign and return Section 4 along with the Appendices and/or applicable Attachments and email it to the buyer listed in Section 1.1. Any questions concerning this TC should only be directed in writing to the Buyer listed in Section 1.1.

1.2.1 When awarded, the TC Package becomes the “Contract Document”. The Supplier’s signatures contained herein constitute the Supplier’s agreement to the terms herein and by reference. The signatures within the TC Package must be that of an Officer of the Company, or an individual authorized to commit the Company to a legal and binding Contract.

1.3 Submittal Costs.

Submittal of a TC is solely at the cost of the Supplier and the HCSO is in no way liable or obliged for any cost incurred by the Supplier in preparing the TC Package.

1.4 Communication Between Parties.

All questions in regard to this TC are to be directed, in writing, to the Buyer listed in Section 1.1. No communication is allowed, either directly or indirectly, with any other HCSO employee regarding this TC prior to the notice of award.

In the interest of public access, all documents relating to this TC will be posted to the HCSO website at <https://TeamHCSO.com/Purchasing>. This will include Question and Answers (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. Any modifications or alterations to the original document language will be cause for the rejection of a quote.

1.5 Amendments to the TC.

If an amendment is issued it will be posted to the HCSO website at <https://TeamHCSO.com/Purchasing>.

1.6 Amendments to Quotes.

Amendments to or withdrawals of quotes will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of the quotes.

1.7 Prices.

All quotes submitted must show the net price after any and all discounts allowable have been deducted. The HCSO is exempt from all state sales, use, transportation, and excise taxes. The HCSO will issue tax exemption certificates to the Awarded Supplier upon request.

All Prices shall include freight (to include manufacturer to distributor), packaging, and any other similar fees.

1.7.1 The Supplier’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 TC, and

that all applicable taxes and fees shall be deemed to have been included in the TC Response as part of the materials cost, when applicable.

- 1.7.2 All applicable taxes and fees shall be deemed to have been included in the Net Unit Price quotes in APPENDIX II – PRICING MATRIX as applicable.

1.8 Exceptions to Term Contract.

All submittals must clearly state with specific detail all deviations to the requirements imposed upon the Supplier by the TC Package. Such deviations should be stated in 4.3, on page 19 Suppliers who make any exceptions to the terms and conditions of this quotation may be subject to rejection. Suppliers requesting clarification should contact the Buyer listed above.

1.9 TC Errors.

When errors are found in the extension of Quoted prices, the unit price will govern. Quotes having erasures or corrections must be initialed in ink by the Supplier.

1.10 Public Entity Crimes.

Pursuant to §§287.132-.133, Florida Statutes, 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, Florida Statute, for Category Two (\$35,000) with any person or affiliate on the convicted vendor list, unless that person or affiliate has been removed from the list pursuant to §287.133(3)(f), Florida Statute. If you submit a proposal in response to this Bid, you are certifying that §§287.132-.133, Florida Statutes, does not restrict your submission.

1.11 Public Records.

Any material submitted in response to this TC will become a public record pursuant to §119.07, Florida Statute. 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, Florida Statute. The Supplier agrees to comply with §119.0701, Florida Statute, 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 the TCs be placed in the public domain and be open to inspection by interested parties. Any restrictions on the use of data contained within a TC response must be clearly stated in the response itself, and a redacted electronic copy provided. Proprietary information submitted in response to the TC will be handled in accordance with applicable Florida Statutes.

If the Supplier has questions regarding the application of Chapter 119, Florida Statute, to the Supplier's duty to provide public records relating to this Contract, contact the custodian of public records at: Records Section - Freddie Solomon Annex, 1900 East 9th Avenue, Tampa, Florida 33605.

Records Custodian may also be reached at (813) 247-0960 or rec_request@hcsotampa.fl.us.

1.12 E-Verify

Pursuant to §448.095, Florida Statute, the Sheriff requires the Awarded Supplier, and any and all subcontractors, if permitted by agreement, to register with and utilize the E-Verify internet-based system to verify the work authorization status of all newly hired employees. If the Awarded Supplier enters into a contract with a subcontractor, the subcontractor must provide the Awarded Supplier with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awarded Supplier shall maintain a copy of such affidavit for the duration of the contract. Additional information about E-Verify is available at <https://www.e-verify.gov/>.

- 1.12.1 If the Sheriff has a good faith belief that the Awarded Supplier has knowingly violated §448.09(1), Florida Statute, the contract will be terminated.
- 1.12.2 If the Sheriff has a good faith belief that a subcontractor knowingly violated this subsection, but the Awarded Supplier otherwise complied with this subsection, the Sheriff will promptly notify the Awarded Supplier and order the Awarded Supplier to immediately terminate the contract with the subcontractor.
- 1.12.3 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.
- 1.12.4 If the Sheriff terminates a contract with an Awarded Supplier as provided above, the Awarded Supplier may not be awarded a contract for at least one (1) year after the date on which the contract was terminated.
- 1.12.5 The Awarded Supplier is liable for any additional costs incurred by the Sheriff as a result of the termination of a contract.

END OF SECTION

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Section 2 Specifications and Scope of Work

The intention of this TC is to award fixed per-service pricing for equipment requiring water treatment services with a not to exceed markup of cost on required materials. The ability to secure pricing on a per-service-performed would allow HCSO to expand or limit services should the need to arise to fulfil the requirements of multiple departmental areas of the agency. Due to anticipated agency growth, the equipment requiring service or repair is subject to change. Other services, including installation requests, may be quoted from the terms of this contract.

2.1 Contract Period and Renewal.

The Contract shall be effective for calendar days remaining between Award and subsequent execution of contract and September 30,2025, automatically renewing for the first renewal period October 1, 2025, and September 30, 2026. By written mutual consent between the HCSO and the Supplier, the Contract may be extended thereafter on an annual basis for up to three (3) additional one (1) year periods.

2.2 Equipment Listing.

2.2.1 SOC equipment components of the existing water treatment system to be utilized, serviced and maintained during this contract are as follows:

1. One (1) Marley Cooling Tower – 140 ton.
2. Two (2) Carrier Model 30HXC AquaForce Water Cooled Screw Chillers – 70 ton each.
3. One (1) York Air Cooled Closed Loop Chiller – 70 ton.

2.2.2 FSA equipment components of the existing water treatment system to be utilized, serviced and maintained during this contract are as follows:

4. One (1) Carrier Air Cooled Closed Loop Chiller – 40 ton to include filter sock replacement.

2.2.3 Aviation Section equipment components of the existing water treatment system to be utilized, serviced and maintained during this contract are as follows:

5. One (1) Water Softener.
6. One (1) Reverse Osmosis water treatment system.

2.2.4 FRJ equipment components of the existing water treatment system to be utilized and serviced during this contract are as follows:

7. Three (3) The Cooling Tower Company, L.C., cooling towers - 1,000 Tons each
8. Three (3) Water Softener Media Tanks, Pentair®, Tank Size 42x72
9. Three (3) Water Softener Heads, Fleck 2900
10. eController Plus Model CEC81-5NNNN
11. Three (3) Iwaki Chemical Pumps Model EZB16D1-TC 1GPH
12. Three (3) Precision Boilers Model PS 58-60-150-P2500N
13. Precision Deaerator MAWP 50 psi, MDMT -20 °F Serial# 20911

2.2.5 ORJ equipment components of the existing water treatment system to be utilized and serviced during this contract are as follows:

14. Twin Evapco Cooling Tower USS 224-418 - 500 Tons each
15. NC® Series Marley® Cooling Tower - 770 Tons
16. Two (2) Water Softener Media Tanks, Clack®, size 2162
17. Two (2) Water Softener Heads, Fleck 2900
18. Webmaster® One Water Treatment Controller WMD81212-2LNBMN
19. Six (6) Stenner Chemical Pumps 85MPHP17

2.3 Services.

The services are expected to be required monthly, or on an as needed basis.

- 2.3.1 Boiler Water Treatment – at a cost per unit per visit to include: Awarded Supplier to deliver and apply all chemicals required under normal operating conditions to maintain recommended chemical concentrations in the system.
- 2.3.2 Cooling Tower Water Treatment – at a cost per unit per visit to include: Awarded Supplier to deliver and apply all chemicals required under normal operating conditions to maintain recommended chemical concentrations in the system.
- 2.3.3 Feeding Equipment Inspection – at a cost per unit on an as needed basis to include: Awarded Supplier shall examine the various systems, including all associated piping and existing equipment to be used, and shall either accept it as being in satisfactory operating condition, or shall immediately advise HCSO what is necessary to bring the equipment up to satisfactory operating condition. The HCSO shall be responsible for bringing equipment up to satisfactory operating condition. "Satisfactory operating condition" shall mean operating in the manner for which it was designed and shall not include any modifications.
- 2.3.4 Sample Collection & Testing Analysis of Treated Water – at a cost per applicable unit per visit may include:
 - 2.3.4.1 PH and corrosion control shall be provided for all water circuits by using suitable corrosion inhibitors and PH control. All chemicals and feeding devices shall be such that the HCSO's personnel shall never at any time be required to mix, compound, dilute, handle or replenish chemicals in any manner.
 - 2.3.4.2 Chemical testing requirements for FALKENBURG JAIL - Cooling Water Systems and Orient Road Jail Building - HVAC System
 - Alkalinity, P (ppm as CaCO³)
 - Alkalinity, Total (ppm as CaCO³)
 - Chloride (ppm as Cl)
 - Hardness, Total (ppm as CaCO³)
 - Specific Conductance (as umhos)
 - Unit Reading (as uS)
 - Bleed Off Setpoint
 - pH
 - Iron (ppm as Fe)
 - Copper, Total (ppm as Cu)

- Sodium Nitrite (ppm as NaNO_2)
- Alkalinity Cycles (Calculated)
- Conductivity Cycles (Calculated)
- Chloride Cycles (Calculated)
- TA TH Balance
- PTSA (ppb)
- Chlorine, total (ppm as Cl_2)

2.3.4.3 Chemical testing requirements for FALKENBURG JAIL - Kitchen Equipment (Boilers)

- Alkalinity, P (ppm as CaCO_3)
- Alkalinity, Total (ppm as CaCO_3)
- Chloride (ppm as Cl)
- Hardness, Total (ppm as CaCO_3)
- Specific Conductance (as umhos)
- pH
- Sodium Sulfite (ppm as Na_2SO_3)
- Iron (ppm as Fe)
- Copper, Total (ppm as Cu)
- Feed Water Temperature (F)

2.3.4.4 Closed Water Loop Testing: Perform a chemical check of the closed water loops at FRJ and ORJ every two (2) months during monthly maintenance to ensure the chemicals are within parameters. If chemicals are needed, they will be purchased on an as needed basis.

2.3.4.5 Legionella Testing: Legionella testing will be performed at each location annually at a minimum.

2.3.5 Chemical Controller Inspection & Adjustment – at a cost per unit on an as needed basis to include: Awarded Supplier shall examine the various systems, including all associated piping and existing equipment to be used, and shall either accept it as being in satisfactory operating condition, or shall immediately advise HCSO what is necessary to bring the equipment up to satisfactory operating condition. The HCSO shall be responsible for bringing equipment up to satisfactory operating condition. "Satisfactory operating condition" shall mean operating in the manner for which it was designed and shall not include any modifications.

2.3.6 Deaerator Services – at a cost per unit on an as needed basis to include: Testing and water treatment.

- 2.3.7 Wireless Automation Controller (Telecommunication Service Only) – HCSO owns existing controllers, however Awarded Supplier is to provide hotspot service to enable the chemical controller to send daily reports and to allow real-time access to them via the web.
- 2.3.8 Daily Auto Report – at a cost per unit on an as needed basis to include: Awarded Supplier to provide reporting based on information obtained by eController Plus Model CEC81-5NNN and the ORJ Webmaster® One Water Treatment Controller.
- 2.3.9 Emergency Notification – at a cost per unit on an as needed basis to include: Notification to HCSO of excessive water loss or other abnormal operation within the limits of our test data on an as needed basis.
- 2.3.10 Labor – Scheduled
- 2.3.11 Labor - Weekend & After Hours

2.4 Materials.

Chemicals needed to treat the water and materials necessary to maintain equipment operation are anticipated to be required on a monthly or as needed basis. HCSO will approve repairs prior to Awarded Supplier beginning any request repair work.

- 2.4.1 Chemicals needed adequately perform Services required from Work will be provided by the Awarded Supplier and charged to HCSO at cost plus percentage on an as needed basis.
- 2.4.2 Parts needed for Work will be provided by the Awarded Supplier and charged to HCSO at cost plus percentage on an as needed basis.
- 2.4.3 The HCSO boiler equipment includes chemical containers already in place. Chemicals to be supplied by the Awarded Supplier. HCSO cooling tower equipment will require the Awarded Supplier to provide necessary chemicals in supplier provided containers.

2.5 Location of Work.

The location(s) where work is to be performed, completed, or delivered to are as follows:

- Malcolm E. Beard
Sheriff's Operations Center (SOC)
2008 East 8th Avenue
Tampa, Florida 33605
- Freddie Solomon Annex (FSA)
1900 East 9th Avenue
Tampa, Florida 33605
- Aviation Section
5808 Wilkins Road
Tampa, Florida 33610
- Orient Road Jail (ORJ)
1201 Orient Road
Tampa, Florida 33619

- Falkenburg Road Jail (FRJ)
520 North Falkenburg Road
Tampa, Florida 33619

2.5.1 The HCSO will not provide workspace for the Supplier.

2.6 Minimum Qualification Requirements.

Suppliers may be required to furnish written evidence that they maintain permanent places of business and have sufficient equipment, finances, and personnel to furnish the goods and/or services offered in a satisfactory and expeditious manner and are able to meet the terms and conditions as set forth herein. The HCSO reserves the right to inspect the Supplier's place(s) of business and equipment prior to award of any contract, for the purpose of making these determinations. Supplier personnel who will be working in HCSO facilities or on HCSO property are required to undergo a background check at HCSO expense.

Qualified Suppliers shall be experienced specialists active in the field of water treatment, and have regional analysis laboratories, service departments, and full-time service personnel located within 100 miles of the locations to be serviced.

2.7 Minimum Technical Requirements.

Suppliers must demonstrate a minimum of five (5) years of experience in water quality treatment, evidenced by a valid and current license in the State of Florida. This license must be in a classification appropriate for the type of water quality treatment services being bid upon (e.g., drinking water, wastewater, industrial water). The license must have been active and in good standing for at least the past five (5) years. A copy of the current license must be submitted with the bid. Failure to provide this documentation may result in disqualification.

2.8 Security.

When applicable, personnel or contractors performing work at HCSO facilities will be escorted by HCSO personnel at all times. It should be understood that the Work could be interrupted by an emergency, safety, or security issue at any time. No additional charges will be allowed due to this type of service interruption. It should be noted that the time it takes entering and exiting a detention facility will vary on a daily basis, depending on security levels.

- 2.8.1 All persons entering any HCSO facility shall not have weapons, cell phones, or tobacco/vaping products.
- 2.8.2 All persons are expected to wear appropriate working attire and may be denied access if attire is considered inappropriate.
- 2.8.3 HCSO detention facilities requires all persons to wear long pants (**shorts will not be allowed**) and shirt with company logo is preferred.
- 2.8.4 HCSO detention facilities require that Orange, Red, or Forest Green clothing are not permitted.
- 2.8.5 Safety vests may be worn in the HCSO detention facilities, if Work requires it, but may NOT be orange in color.

2.8.6 All persons entering a secured facility must have a background check performed before entering the facility.

2.9 Insurance Requirements.

The Work will require Awarded Supplier to perform some functions on the property of HCSO. As applicable the insurance requirements are as follows;

2.9.1 The policy(ies) 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.

The Awarded Supplier shall not commence any work in connection with this Contract until he has obtained and provided copies of the same to the HCSO, nor shall the Awarded Supplier allow any Subcontractors to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All insurance policy(ies) shall be with insurers qualified for doing business in Florida. Sixty calendar days' notice of cancellation, non-renewal, or change in the insurance coverage is a requirement.

2.9.2 Worker's Compensation Insurance. The Awarded Supplier shall take out and maintain during the life of this Contract, Worker's Compensation Insurance as per statutory minimum requirements for all of their employees connected with the Work of this project and, in case any Work is sublet, the Bidder 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 Bidder. 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 Bidder shall provide, and cause each subcontractor to provide, adequate insurance satisfactorily to the HCSO for the protection of their employees not otherwise protected.

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

2.9.3 Contractors Public Liability and Property Damage Insurance. The Awarded Supplier shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance and shall protect itself 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 itself or by anyone directly or indirectly employed by him, and the amounts of such insurance 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.

2.9.4 Professional Liability Insurance (if applicable to the work being performed). The Awarded Supplier shall take out at its own expense, during the life of this Contract, Professional Liability Insurance in the amounts of:

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

2.9.5 Comprehensive Insurance Coverage (if any of the categories below apply to the work being performed). The Bidder shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance, and Comprehensive Automobile 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:

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

2.10 Time for Consideration.

The Supplier warrants, by virtue of submitting a quote, the prices quoted in their response will be good for a period of 60 calendar days from the due date of quotes. Suppliers will not be allowed to withdraw or modify their Quotes after the opening time and date.

2.11 Warranty.

The material(s) shall be guaranteed to be free of defects in composition, conception, and workmanship for a period of at least six (6) months from the date of acceptance. Any parts or portion found not in accordance with this specification will be reflected and returned to the Supplier at their expense for immediate replacement.

2.12 Condition of Materials and Packaging.

Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this TC shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment and in compliance with all applicable laws relating to construction, packaging, labeling and registration.

END OF SECTION

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Section 3 General Process Information

3.1 Supplier Diversity.

Sheriff's Office shall comply with, and shall cause each of its third-party contractors, suppliers, and professionals to comply with, all applicable laws, regulations, codes, and rules governing the design, construction, and completion of the components of the Project, including but not limited to, those relating to the Americans with Disabilities Act (ADA). To ensure the maximum participation in posted HCSO solicitations, the HCSO Purchasing Office submits all postings to the Florida Department of Management Services' Office of Supplier Diversity (OSD) and the Hillsborough County MBE/SBE Programs Office. These offices will then share the posted opportunities with OSD certified vendors to ensure exposure to businesses and increase the number of eligible Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) and Small Business Enterprise (SBE) vendors in the area while also expanding the overall participation rate for DM/DWBE and SBE vendors and overall providing greater opportunities to disadvantaged businesses.

3.2 Delivery.

The product(s) ordered shall be delivered in accordance with the estimated time for delivery identified in TC Response. Failure to do so shall be considered a breach of Contract, or default, and the HCSO may utilize its options as stated herein.

- 3.2.1 Deliveries resulting from this TC are to be made during the normal working hours of the HCSO. It is the Supplier's responsibility to obtain this information.
- 3.2.2 Any backordered product(s) shall be made available within 60 calendar days of the time of backorder (original date of receipt). If the back order cannot be filled within the time frame of this requirement, the HCSO's Financial Services Division shall be notified, in writing, thus permitting the HCSO to obtain the required materials/items and/or exercise its options as stated herein.

3.3 Claims.

The Awarded Supplier will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.

3.4 Invoicing and Payments.

The Supplier shall invoice the HCSO for Work completed an/or items delivered. All invoices must have a unique invoice number and shall include the HCSO Purchase Order (PO) number. Invoices shall be e-mailed to AccountsPayable@HCSO.Tampa.FL.US.

- 3.4.1 At a minimum all invoices for Work completed shall include:
- Site location where Work was performed.
 - Description of Work completed.
 - A statement that all Work completed meets state and local codes.
 - Costs for supplies, parts and equipment use plus
 - Supporting documentation for the Supplier's parts cost must be readily available to the HCSO for review.

- Labor hours by labor type, labor hourly rate, and labor total (labor hours x labor rate).

3.4.2 At a minimum all invoices for items/materials delivered shall include:

- Ship-to location
- Items shipped including quantity and stock numbers.
- For items priced using a percentage factor, the invoice must include the base or manufacturer's price, the percentage factor and the final price. Supporting documentation for base prices must be readily available to the HCSO for review.

3.4.3 ACH and HCSO Purchasing Card (P-Card) are the accepted methods of payment; please inquire at (813) 247-8276 or AccountsPayable@HCSO.Tampa.FL.US.

3.4.4 Payment shall be made in accordance with Chapter 218, Part VII, *Florida Statutes*, which states the Supplier'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 the date of receipt of a properly approved application/invoice.

3.5 Escalation/De-escalation. (NON-AUTO)

The Awarded Supplier(s) must notify the HCSO's Financial Services Division of the price escalation/de-escalation request a minimum of 60 calendar days prior to the end of each whole one (1) year period for which the TC was awarded for it to be considered. The price escalation request must be due to a factor beyond the control of the Supplier and can be no more than the percentage of increase passed through to the Supplier by the manufacturer. At the time of request, the Supplier must furnish written substantiation of increase by its supplier/manufacturer to the HCSO. Said substantiation shall be in the form of invoices, receipts and/or other appropriate documentation showing costs in effect at the time of the TC versus cost in effect at the time of the request for price escalation. Any price increase must be substantiated to the satisfaction of the HCSO and shall only be effective upon acceptance by HCSO in writing.

A price escalation request outside of the renewal process may be accepted. These requests must reference/cite and include any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. They must also include the same written substantiation documentation as mentioned in the paragraph above. The HCSO will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the request is in the HCSO's best interest. The HCSO reserves the right to negotiate, accept or reject the request, or terminate and re-solicit the contract.

3.6 Addition/Deletion.

The HCSO reserves the right to add or delete any items from this TC or resulting Contract(s) when deemed to be in the best interest of the HCSO. Any additions or deletions to the TC 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 CFO. The Change Order will consist of a memo to the CFO describing the justification for the item's addition accompanied by the Awarded Supplier'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 TC tabulation/price sheet.

3.7 Acceptance and Rejection.

The HCSO reserves the right to reject any or all TC Responses, for cause, to waive irregularities, if any, and to accept the Quote (or Quotes) 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 TC options or resulting contract(s) when deemed to be in the best interest of the HCSO.

3.8 Cancellation.

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

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

If it becomes necessary to terminate the Contract without cause, all items and/or materials provided through the date of receipt of written notice of cancellation may be invoiced to the HCSO, and will be considered for payment providing documentation of said expenses are forwarded with the request for payment. An award may be made to the next best responsive and responsible Supplier based on evaluation, or articles specified may be purchased on the open market similar to those to terminated.

3.9 Default.

The Contract may be cancelled or nullified by the HCSO's CFO in whole, or in part, by written notice of default to the Awarded Supplier(s) upon non-performance or violation of Contract terms. An award may be made to the next best responsive and responsible Supplier based on evaluation, or articles specified may be purchased on the open market similar to those to terminated. Failure of the Awarded Supplier to deliver materials, or items within the time stipulated in this TC, unless extended in writing by the Financial Services Division, shall constitute Contract Default. Awarded Suppliers who default on contracts may be removed from the HCSO Supplier List and determined ineligible for future contracts at the discretion of the CFO.

3.10 Next Best Quote.

In the event of a default by the Awarded Supplier, or cancellation by the HCSO, the HCSO reserves the right to utilize the next best responsive and responsible Supplier. In the event of this occurrence, the new Awarded Supplier shall be required to provide the TC items at the prices as contained in their TC Response, for the remainder of the award period.

3.11 Award.

Award shall be made to the most Responsive and Responsible Supplier meeting specifications, price and other factors considered. HCSO reserves the right to award by line item or by overall total, whichever is deemed in the best interest of HCSO and/or Hillsborough County. Awards may be made to more than one (1) Supplier to ensure that work is completed in a timely manner.

If the HCSO awards the entire TC, or line items, to more than one (1) Supplier then orders will be placed as needed. The determination of which awarded vendor the HCSO will place order with will be decided by price, lead times and other operational needs at the time of the order.

Quotes and Suppliers determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation. Tabulation of the TC prices and Supplier rankings, if applicable, will be published at the time of Award.

Notification of Award will be sent to the Suppliers receiving the Award. TC results will be published on the HCSO website at <https://teamHCSO.com/Purchasing>.

3.12 Exclusivity.

The parties expressly acknowledge that this Term Contract or Awarded Agreement does not create an exclusive relationship between the parties. HCSO is free to engage others to perform services of the same or similar nature to those provided by the Awarded Supplier, and the Awarded Supplier shall be entitled to offer and provide services to others, solicit other clients, and otherwise advertise the services offered by the Awarded Supplier.

3.13 Protests.

Any prospective Supplier who disputes the reasonableness or appropriateness of the notice of Award, or notice of rejection, for any or all Quotes, 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.

3.13.1 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 Supplier or request a meeting to gain further clarification of the issue. Upon completion of this review process, the Buyer will make a recommendation to the Chief Financial Officer (CFO).

3.13.2 The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the protesting Supplier in writing. This decision, and the basis upon which it was made, will be communicated to the Supplier 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. The Sheriff will make the final decision of an appeal.

END OF SECTION
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Section 4 TC Response

One electronic copy of this entire document is requested to be returned to Buyer listed herein. Submissions will be received via e-mail (SUBJECT will read: “**2025-005 Water Treatment Submission,**” receipt confirmation will be provided), or online at DemandStar.com prior to the TC Response Deadline.

4.1 TC Contact Information.

Provide the contact information for the individual submitting this TC response. (Please print the information below.)

Company Name:

Contact Name and Title:

Address:

City:

State:

Zip Code:

Office Phone:

Mobile Phone:

Fax:

E-Mail Address:

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

4.2 Supplier Order Instructions.

Describe the preferred method of contact to request service.

Company Name:

Contact Name and Title:

Address:

City:

State:

Zip Code:

Office Phone:

Mobile Phone:

Fax:

E-Mail Address:

Company Website:

4.3 Exceptions.

Any representation (below) or exception(s) may cause this TC Package to be rejected by the HCSO. All Suppliers should carefully read the entire document.

The following represents every deviation (itemized by number) to the foregoing Sections of this TC, to wit. If there is no exception, please write "None," or "N/A." Any other charges which may appear in relation to Work and invoiced to HCSO should also be listed below or attached with firm fixed pricing.

4.4 Pricing Matrix.

Description	Cost Per Service Per Visit	Estimated Frequency
Boiler Water Treatment	\$ _____	/ monthly
Cooling Tower Water Treatment	\$ _____	/ monthly
Feeding Equipment Inspection	\$ _____	/ monthly
	\$ _____	/ as needed
Sample Collection & Testing Analysis of Treated Water	\$ _____	/ monthly
	\$ _____	/ as needed
Chemical Controller Inspection & Adjustment	\$ _____	/ as needed
Deaerator Services	\$ _____	/ as needed
Wireless Automation Controller Telecommunication Service Only	\$ _____	/ monthly
Daily Auto Report	\$ _____	/ as needed
Emergency Notification of excessive water loss or other abnormal operation within the limits of our test data	\$ _____	/ as needed
Labor - Scheduled	\$ _____	/ as needed
Labor - Weekend & After Hours	\$ _____	/ as needed
Description	Cost Plus % *NTE	Estimated Frequency
Chemicals	% _____	as needed
Materials	% _____	as needed

*NTE means "Not To Exceed"

4.5 **Awarded Supplier** hereby acknowledges all quotes or invoices HCSO receives will contain cost listing, cost plus percentage, and HCSO's cost of applicable goods.

▲ please initial here ▲

4.6 Reference List.

The following form is to have yellow areas completed by your company and then sent to a minimum of three (3) entities. The recipients of your reference request(s) are responsible for returning the completed form to MTheen@TeamHCSO.com within 5 business days from the response deadline date and time on page 3, Term Contract (TC) Overview. Delayed receipt may cause reference to not be reviewed.

To:		From	Marianne Theen, Buyer
Attn:			Financial Services Division
Ph:		Fax:	813-242-1826
EM		EM:	MTheen@teamHCSO.com

You are being contacted on behalf of the Hillsborough County Sheriff's Office (HCSO) Purchasing.
2025-005 Water Treatment
 The Contractor indicated below has given your name as a reference for work completed. We would appreciate your reply to the following questions regarding your experience with this company. Please return this form at your earliest convenience to the HCSO email listed above. Thank you.

Contractor: _____	Work Referenced _____
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Please provide a brief explanation where necessary. Additional pages may be used.		YES	NO	EXPLANATION
1	Has the Contractor's work been satisfactory?	<input type="checkbox"/>	<input type="checkbox"/>	
2	Is the Contractor the sole provider of the service?	<input type="checkbox"/>	<input type="checkbox"/>	
3	Were problems resolved in good faith?	<input type="checkbox"/>	<input type="checkbox"/>	
4	Were there financial problems or billing issues?	<input type="checkbox"/>	<input type="checkbox"/>	
5	What was the approximate agreement amount?	<input type="checkbox"/>	<input type="checkbox"/>	
6	Would you work with this Contractor again?	<input type="checkbox"/>	<input type="checkbox"/>	
7	How would rate the vendor's overall performance to quality?			
8	How would rate the vendor's overall performance to timeliness?			
9	Use the space below to elaborate on any strengths or weaknesses of this Contractor.			

4.7 Statement of No Participation.

If, for any reason, you are unable or unwilling to participate in this TC at this time, please complete and return this Statement of No Participation to the e-mail Purchasing@HCSO.Tampa.FL.US or by fax at (813) 242-1826. Your choices or comments below will assist us in properly notifying you of future opportunities.

<u>Specifications</u>	Nature of Award
<input type="checkbox"/> Specifications are too "tight" (i.e., limited to one brand or manufacturer)	<input type="checkbox"/> Insufficient time was provided for response
<input type="checkbox"/> Unable to meet specifications	<input type="checkbox"/> Product or an equivalent is not offered
<input type="checkbox"/> Specifications are unclear	<input type="checkbox"/> Other

Please provide an explanation:

We request to:

<input type="checkbox"/> remain on HCSO's list for future solicitations in this service category	<input type="checkbox"/> be removed from HCSO's list for future solicitations in this service category
--------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------

Company Name: _____

Officer Name and Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office Phone: _____ Mobile Phone: _____ Fax: _____

E-Mail Address: _____

Signature of Officer: _____ Date: _____

4.8 Affirmation and Declaration.

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

The below named Supplier affirms and declares:

- That Supplier is of lawful age and that no other person, firm or corporation has any interest in this TC offered to be entered into;
- That this TC is made without any understanding, agreement, or connection with any other person, firm, or corporation making a TC for the same purpose, and is in all respects fair and without collusion or fraud;
- That the Supplier 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;
- 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 TC 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 response shall remain valid for 60 days following the due date for submissions.

4.8.1 Signature of Acknowledgment. The content of this solicitation, including *all the above sections* are acknowledged.

Respectfully submitted by,

Company Name

Company Officer Name (Printed)	Date
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Company Officer Signature	Title
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4.9 TC Checklist.

To ensure your submission is found responsive, please ensure you have included all the requested items in this Solicitation. These may include at the minimum the items notated below. Failure to verify all requested items are included in your Response, regardless of whether included on this Checklist, may be grounds for your Response to be rejected.

- One (1) original or one (1) electronic copy of the completed TC Package to include, at a minimum, all Sections requiring a Signature in their entirety.
- Signatures as required for Acknowledgments, Participation, Affirmations, Addenda, Change Orders, etc.
- Any Addenda or Amendments (Signatures required)
- Appendix I – *Supplier Application* to include the completed Application, W9, ACH Authorization with valid secondary verification method, Business Tax Receipt or other government issued business license regardless of current application status.
- Section 4 TC response
- Copies of the current license(s) rated to Work.
- Requested manufacturer’s literature and warranty information, when applicable.

4.10 Appendix I – Completed Supplier Packet (ATTACHED)

4.11 Appendix II – Pricing Matrix (ATTACHED)

END OF SECTION

END OF SOLICITATION