

**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**



**Request for Proposal 26-15
Repaving of Asphalt Driving Course**

June 17, 2015

Office of the Comptroller
2008 E. 8th Avenue
Tampa, FL 33605



Janice Wilder, Buyer
(813) 247-8029
jwilder@hcsso.tampa.fl.us

David Gee, Sheriff

HILLSBOROUGH COUNTY

INSTRUCTIONS TO PROPOSERS

Included herein are General Terms and Conditions (Part A); the Special Provisions (Part B); the Technical Specifications (Part C), and the Proposal Response (Part D), which together with all attachments, constitute the entire "Proposal Package". Said 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 Buyer whose name appears above.

When awarded, the Proposal Package becomes the "**Contract Document**". The Proposer's signature on the proposal constitutes Proposer's agreement to the terms therein. **READ THE ENTIRE PROPOSAL CAREFULLY BEFORE SIGNING.**

NOTICE TO PROPOSERS

WHEN SUBMITTING A SEALED PROPOSAL, ALL PROPOSALS SHOULD BE CLEARLY MARKED AS A PROPOSAL DOCUMENT. THIS IDENTIFICATION SHOULD INCLUDE THE PROPOSAL NUMBER, PROPOSAL TITLE AND DATE DUE ON THE OUTSIDE OF THE ENVELOPE.

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LETTER OF INTENT

REQUEST FOR PROPOSAL NO. 26-15

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

THE FOLLOWING REPRESENTATIVE(S) ** WILL BE ATTENDING THE
MANDATORY PRE-PROPOSAL CONFERENCE

** _____

** _____

** _____

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

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

VENDOR NAME: _____

SUBJECT: Request for Proposal Number 26-15

PROPOSAL TITLE: Repaving of Asphalt Driving Course

OPENING DATE and TIME: June 26, 2015 3:00 p.m. (EDT)

PLACE: Sheriff's Operation Center
Office of the Comptroller, 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.

ESCORTED SITE VISIT: June 23, 2015 at 10:00 a.m. (EDT)

PLACE: Hillsborough County Sheriff's Office Training Facility
Walter C. Heinrich Practical Training Site – Maintenance Building
14063 County Road 39
Lithia, Florida 33547
Phone: 813-247-0769

PART A - GENERAL TERMS AND CONDITIONS:

1. Proposals: Must be contained in a SEALED envelope addressed to: David Gee, Sheriff, 2008 East 8th Avenue, Room #125, Tampa, Florida 33605. To prevent inadvertent opening, the Proposal Response must be marked as a PROPOSAL DOCUMENT (including the proposal number) on the outside of the envelope.

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

2. Proposal Delivery: The responsibility for getting the Proposal Response 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 Proposal Responses 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 web page <http://www.hcso.tampa.fl.us> for the convenience of vendors wanting to do business with the HCSO and to save tax dollars. This service is public record and the HCSO is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a proposal.
4. Questions: All questions regarding this RFP shall be submitted in writing to the Buyer at purchasing@hcso.tampa.fl.us . Submitted questions will be answered and posted publically on the HCSO web page <http://www.hcso.tampa.fl.us> under the Purchasing tab and then clicking on the appropriate year and proposal number.
5. Time for Consideration: Proposer warrants by virtue of Proposal, the prices quoted in his Proposal will be good for an evaluation period of sixty 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.
6. 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. State sales tax and federal excise taxes shall not be included as the HCSO is tax-exempt for materials sold directly to them. The HCSO will issue tax exemption certificates to the awarded Contractor.

The Proposer's attention is directed to the laws of the State of Florida, including but not limited to Chapter 212, Fla. Stat. which apply to this proposal and **that all applicable taxes and fees shall be deemed to have been included in the Proposal Response as part of his materials cost, when applicable.**

7. 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.
8. Proposal Submittal Costs: Submittal of a proposal is solely at the cost of the Proposer and the HCSO in no way is liable or obligates itself for any cost incurred by the Proposer in preparing the Proposal Response.
9. Proposal Obligation and Disposition: The contents of the Proposal Response and any clarifications thereto submitted by the Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contracts. All Proposal Packages become the property of the HCSO and will not be returned to the Proposer.
10. No Proposal: If the receipt of this RFP is not acknowledged, Proposer's name may be removed from the Approved Bidder's List.
11. Compliance with Occupational Safety and Health Act (OSHA): Proposer certifies that all material, equipment, etc., contained in this proposal meets all OSHA requirements.
12. 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 him/her from responsibility.
13. Laws, Statutes and Ordinances: The terms and conditions of the RFP and the resulting contract shall be construed to be in accordance with all applicable Federal, State and Local laws, and ordinances, including those applicable to Hillsborough County. Where Federal and State Statutes and regulations are referenced, they

shall apply to this RFP and to the resulting contract.

14. Public Entity Crimes: Pursuant to §§287.132-133, Fla. Stats., the HCSO, as a public entity, may not accept any bid or proposal from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, Fla. Stat., for Category Two (currently \$35,000) with any person or affiliate on the convicted Vendor list for a period of thirty-six (36) months from the date that person or affiliate was placed on the convicted Vendor list unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), Fla. Stat. If you submit a proposal or proposal in response to this request, you are certifying that §§287.132-133, Fla. Stats. does not restrict your submission.
15. Public Records: 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 awarded Contractor agrees to comply with §119.0701, Fla. Stat. regarding maintenance and provision of access to all public records generated by this contract with the HCSO.

The HCSO requires that, at the conclusion of the selection process, the contents of all Proposals be placed in the public domain and be open to inspection by interested parties. Any restrictions on the use of data contained within a Proposal Response 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.

16. Acceptance and Rejection: The HCSO reserves the right to reject any or all proposals, for cause, to waive irregularities, if any, in any proposal, and to accept the proposal(s) which in the judgment of the Sheriff is in the best interest of the HCSO. The Sheriff reserves the right to evaluate, add and/or reject any items from any proposal options or resulting contract(s) when deemed to be in the best interest of the HCSO.
17. Disputes: Any Proposer who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all proposals will submit a notice of protest in writing within seventy-two (72) hours (excluding County holidays, Saturdays and Sundays) to the HCSO Purchasing Section by registered mail or hand deliver for which a receipt must be provided.

The Purchasing Section will have five (5) working days upon receipt of this notice to meet and consider the dispute as written. At that time additional information and/or meeting from the Proposer may be requested to gain further clarification of the issues. Upon completion of this review process the Purchasing Section will make a recommendation to the Comptroller.

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

18. Specifications: Attached.

DAVID GEE, SHERIFF
HILLSBOROUGH COUNTY, FLORIDA

Signature on File

By: _____
Christina R. Porter, CPA
Comptroller

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

Company Name Date

Print Name/Title

SIGNATURE _____

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR PROPOSAL RESPONSE AFTER COMPLETING PARAGRAPH 19. EACH PROPOSAL AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN PROPOSAL RESPONSE (PART D), PARAGRAPH 1.

PART B - SPECIAL PROVISIONS

1. **IN GENERAL**

The purpose of this Request for Proposal (RFP) is to allow the Hillsborough County Sheriff's Office (HCSO) to secure the services of a qualified, licensed Contractor to provide all necessary labor, materials and equipment to mill and repave an existing asphalt driving course and all other associated Work and improvements mentioned in Technical Specifications (Part C) and Exhibits A, B and C.

2. **SCOPE OF WORK**

The Work will occur at the HCSO Walter C. Heinrich Practical Training Site, 14063 County Road 39, Lithia, Florida 33547. The basic Scope of Work includes but is not limited to milling of existing asphalt surface, patching disturbed base areas per specifications, tack coating, and installing two layers of new asphalt paving per attached engineered drawings and specifications (Exhibits A and B). All Work must comply with the terms and conditions of this Request for Proposal, the Technical Specifications (Part C), Drawings (Exhibit B) and in addition, conform to all Local, State and Federal permit requirements.

For further details, material specifications and cut sheets refer to Technical Specifications (Part C).

3. **PROPOSER QUALIFICATIONS**

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

Proposers shall have engaged in business in the Hillsborough County area for a period of not less than two (2) years, and shall provide references in the proposal response.

The attached Vendor Information form and IRS Form W9 must be returned with your Proposal Response 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.

4. **HIGHLY RECOMMENDED SITE VISITATION** (Additional five points will be given for attendance)

A highly recommended site visitation will be held in lieu of a Pre-Proposal conference. The escorted site visit will be held at the date and time indicated on page five (5). Proposers who attend the site visit should register by signing the attendance sheet provided at the event by the Site Superintendent, David Gray. Proposers whose names appear on the attendance sheet will receive an additional five points added to their evaluation score (see paragraph eight (8) below).

The site visit is recommend in order for the Proposers to familiarize themselves with existing conditions and satisfy themselves as to the nature and scope of the work required. 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, will not be allowed.

During the site visit the Superintendent will answer questions in regard to the property and facilities such as access, staging, stockpiling etc.. Questions related to engineering specifications

must be directed to and answered by the Buyer in writing as per the paragraph five (5) below. Only responses to questions issued through the Buyer will be considered part of the RFP documents.

5. COMMUNICATION BETWEEN PARTIES

All questions in regard to this RFP are to be directed, in writing, to the Buyer: Janice Wilder, at Purchasing@hcsso.tampa.fl.us or by fax at 813-242-1826

In the interest of public access, all documents relating to this RFP will be posted to the HCSO website at www.hcsso.tampa.fl.us. This will include Q & A responses, amendments, addenda etc. Posting documents to the HCSO website is considered official notification. Regardless of whether the Buyer forwards amendments or other documents by email, it is the Proposers' responsibility to verify they are aware of all postings regarding the RFP.

6. PREPARATION AND SUBMITTAL OF PROPOSALS

All proposals shall be signed in ink by the authorized principle of the firm. A signature of acknowledgement to General Terms and Conditions (Part A) is required on page eight (8) and a signature of Affirmation and Declaration is required on page thirty-two (32). All attachments to the RFP requiring signature acknowledgement by the Proposer (e.g. amendments) must be returned with the Proposal Response.

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

Proposals must be received by the HCSO's Purchasing Section not later than the time and date shown on page five (5). Proposers mailing their Proposal Responses 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 "Received after the deadline for opening of proposals".

Proposers shall submit the required proposal documents and any additional literature in quadruplicate - one (1) original and three (3) copies, each marked appropriately, and one (1) electronic copy in Microsoft Windows® compatible format such as Portable Document Format (PDF) saved on a USB flash drive or CD. Any proprietary information should be marked as such on the original and copies and should be saved to a folder separate from the rest of the proposal in the electronic copy. The HCSO reserves the right to postpone the date of receipt and opening of Proposal Responses or other deadlines and will make a reasonable effort to give at least five (5) calendar days notice of any such postponement to each prospective Proposer.

7. 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 Proposal that will best meet the needs of the HCSO, and the selection will not necessarily be made solely on cost as the proposal process utilized is not a competitive bid process. Persons or entities submitting proposals which do not meet the mandatory requirements will be considered in non-compliance and will be disqualified. After evaluation of the proposals received and approval by the Sheriff, all proposers will be notified of the selection.

8. 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 Response 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 Proposal Response (Part D), and are presented in the same outline. It is therefore important to maintain the organization of your response as outlined so the evaluators may easily locate the required documents. The Proposal Response (Part D) offers details of the criteria below.

	<u>Points</u>
A. Cost of goods and services	40
B. Overall Project Plan and Approach	30
C. Company Overview	20
D. References	<u>10</u>
	<u>100</u>
E. <u>Site Visitation</u>	<u>5 Add'l points</u>

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

9. BEST AND FINAL OFFER

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

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

Best and Final solicitations will be made in writing. Proposers may be asked to provide additional clarification to specific sections of their response, or to rework their proposal content or pricing. Information will be given as to how the BAFO will be evaluated. The HCSO will not identify either the

current rank of any Proposers or the lowest costs proposed until after the evaluation of the each BAFO submitted. If a Proposer does not wish to submit a BAFO offer they may submit a written response stating their response remains as originally submitted.

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

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

10. AWARD

The Buyer 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.

In the event two (2) or more Proposers have submitted the best Proposal, preference may be given in the award in the following order: first, to the Proposer who has his/her principal place of business in Hillsborough County; second, to the Proposer who has a place of business in Hillsborough County; and, third, if the Proposers involved in the "tie proposal" situation are all located inside/outside Hillsborough County, the toss of a coin will be used to break the tie.

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

11. INFORMATION PRIVACY

It is understood and agreed upon by the Proposer in submitting a Proposal Response 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.

12. CONTRACT DOCUMENT

The Contract between HCSO and the Contractor shall consist of: (1) this RFP and any amendments thereto and (2) the Proposal Response. 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. In all other matters not affected by the written clarification, if any, the RFP and all amendments thereto shall govern. The Proposer is cautioned that his proposal shall be subject to acceptance without further clarification.

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

13. PRECEDENCE

The Contract Documents are 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 Documents, he will call it to the Buyer's attention in writing before proceeding with the Work. The Buyer will respond with a written clarification based on the Project Manager's response. Any delays associated with the clarification will be considered for time extensions only, but no damages for delay will be allowed.

In resolving such conflicts, errors, and discrepancies, the Contract Documents 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 Documents 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 Documents shall be determined by the Project Manager and issued by the Buyer. The Contract Documents will be governed by the laws of the State of Florida.

14. 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. The HCSO also reserves the right to select options from one or more Proposers when in the best interest of HCSO.

15. CONTRACTUAL OBLIGATIONS

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

16. DEFAULT

The Contract may be cancelled or annulled by the HCSO Comptroller 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, 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 Office of the Comptroller, shall constitute Contract default. The Contractor who defaults on their Contract may be removed from the Approved Bidder's List for future contracts at the discretion of the Comptroller.

17. CANCELLATION

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

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

18. NEXT BEST PROPOSER

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

19. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- a. Bond Requirements: The HCSO shall, prior to the execution of the Contract, require the Awardee to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising there under in such form and amount as listed hereunder. Premiums for Bonds shall be paid by the Awardee.

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 Awardee shall deliver the required bonds to the HCSO within ten (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 Awardee 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 his Power of Attorney, indicating monetary limit of such power.

- c. Alternative Forms of Security: In lieu of the bond required by this section, the Awardee 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.

20. CERTIFICATES OF INSURANCE

The Contractor shall not commence any work in connection with this Contract until he has obtained all the following types of insurance and such insurance has been approved by the HCSO, nor shall the Contractor allow any subcontractor to commence work on his sub-contract 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 Contractor will provide a copy of the Certification of Insurance naming the Hillsborough County Sheriff's Office "All Locations".

- 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 his 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 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 Contractor

shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the HCSO for the protection of his employees not otherwise protected.

- b. Comprehensive Liability Insurance: 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 him from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by himself or by anyone directly or indirectly employed by himself, and the amounts of such insurance shall be the minimum limits as follows:

-Comprehensive General Liability to include contractual liability shall be in the amount of no less than \$300,000 combined single limit.

-Automobile liability with \$300,000 combined single limit.

21. PROJECT MANAGEMENT

The HCSO Project Manager for this job is Albert Cordova Jr., Special Projects Manager, (813) 247-8182, acordova@hcsotampa.fl.us. All Work accomplished for this project will be scheduled, reviewed and approved by the Project Manager or his 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.

22. COMMENCEMENT

The Contractor will be required to commence work upon receipt of the Notice to Proceed. If additional mobilization time is required, the Contractor shall submit and substantiate a request to extend commencement for approval and acceptance by the HCSO Project Manager.

Though inclusion of a project time line with your Proposal Response is encouraged, a final milestone project time line must be submitted by the date of commencement.

23. PRECONSTRUCTION CONFERENCE

Prior to the start of construction, a joint meeting shall be held with representatives of all prime Contractors, HCSO staff, and other invited parties or government agencies which may be affected by or have jurisdiction over the project. This meeting is intended to introduce the various key personnel from each organization and to discuss the start of construction, order of work, labor and legal requirements, insurance requirements, names of major subcontractors, method of payment, shop drawing requirements, protection of existing facilities, and other pertinent items associated with the project.

24. MEASUREMENTS AND DIMENSIONS

Before ordering materials or doing work which is dependent for proper size, or installation upon coordination with site conditions, the Contractor shall verify all dimensions at the site and shall be responsible for the correctness of same. No consideration will be given to any claim based on the difference between the actual dimensions and those indicated on the drawings. Any discrepancies between the drawings and/or specifications and the existing conditions shall be referred to the HCSO for adjustments before any work is commenced.

25. PRE-QUALIFICATION OF SUBCONTRACTORS, VENDORS, AND SUPPLIERS

All employees and/or subcontractors of the Contractor which will work in a HCSO Facility or on a HCSO property may be required to have a background clearance by the HCSO prior to beginning work. All employees must comply with the Sheriff's written policy and procedures relating to security. The Contractor shall be required to provide a work crew list giving all personnel names and changes as they occur.

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.

26. PROCESSING CHANGE ORDERS

Any changes which result in an increase or decrease in the Contract Sum must be processed as a Change Order. 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 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 Comptroller.

Any changes in the Contract Sum will be reflected on an amended Purchase Order as approved by the Comptroller 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.

27. CONTRACTOR'S RESPONSIBILITIES

- a. Supervision: The Contractor will supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction unless specifically addressed in the Contract Documents. The Contractor will be responsible for seeing that the finished Work complies accurately with the Contract Documents. The Contractor will cooperate with and be responsible for coordination of the Work with other Contractors and/or utilities at the site. The Contractor will provide and pay for competent, suitable, qualified personnel to assess the site, lay out the work and perform construction as required by the Contract Documents.
- 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 will provide and pay for competent, suitable, qualified personnel to assess the site, lay out the work and perform construction as required by the Contract Documents. 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 Local, State, or Federal agencies.

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

- d. **Concerning Subcontractors:** The Contractor will be fully responsible for all acts and omissions of his 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 him. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the HCSO or any obligation on the part of the HCSO to pay or to see to the 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 done.

The divisions and sections of the Technical Specifications (Part C) and the identifications of any Drawings or other Exhibits 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 and work of suppliers and subcontractors with the HCSO's Site Superintendent, to maintain the required construction sequence and to ensure timely completion of work stages. The Contractor 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:** Except as otherwise provided in the Contract, 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 his 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. 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, he will notify the HCSO promptly in writing. Any necessary changes will then be adjusted by an 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, he will bear all related costs.
- h. Use of Premises: The Contractor will confine his equipment, the storage of materials and equipment, and the operations of his workers to the areas permitted by law, ordinances, permits, or the requirement of the Contract Documents. He 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 to protect adjacent areas and existing systems or equipment from damage. The Contractor shall be responsible for any damage to adjacent areas and will repair such damage, at his 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 his 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 his, or his 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 areas 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 HCSO's activities. The Contractor and subcontractor shall coordinate his 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. He will take all necessary precautions for the safety of and will provide necessary protection to prevent damage, injury, or loss to:

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

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

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

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

During the performance of the Work, 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. 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. Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. 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. Contractor will give the Project Manager written notice that the emergency provision has been invoked and shall state the reasons therefore within twenty four (24) hours of the incident. If the Contractor believes the emergency resulted in additional Work, a claim for a Change Order is permissible and will be reviewed by the appropriate HCSO approving authority for concurrence.

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, he 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 Contractor's failure to maintain the site may result in withholding of any amounts due 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 applicable Federal, State or Local Agency, to include but not limited to 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 and all appropriate Federal, State, and Local laws. All Material Safety Data sheets shall be submitted to the Project Manager for review prior to application.

28. APPROPRIATIONS OF FUNDS

The HCSO, as an entity of Government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this request for each and every fiscal year following the fiscal year in which this Contract is executed and entered into and for which the Contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Contract, provide prompt written notice of such event and effective thirty (30) calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such contract.

IT IS IMPERATIVE THAT CERTIFICATION OF WORK COMPLETE BE PROVIDED AND INVOICED BY SEPTEMBER 30, 2015.

29. COMPLETION OF WORK AND LIQUIDATED DAMAGES

The Contractor shall prosecute work diligently, and shall complete the entire Work, ready for use not later than the number of calendar days indicated in the Proposal Response, based on commencement from the Notice to Proceed. The time stated for completion shall include satisfactory completion of all punch list items and 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 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 he will be unable to work due to rain and/or wet conditions. It is the Contractor's responsibility to schedule his 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.

30. WARRANTIES

- a. The Contractor will warrant all workmanship and materials for a period of no less than one (1) year from date of acceptance.

The Contractor warrants and guarantees that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality, performed in a workmanlike manner, and 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. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in Paragraph 32d.

- b. If the Contract Documents, laws, ordinances, rules, regulations or order of any Federal, State, or Local 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 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 forty (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 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 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, it shall be, if requested by the Project Manager, uncovered for observation in accordance with Paragraph 32d and 32e below. The rates charged by the Contractor pursuant to this paragraph shall be agreed upon in writing prior to testing.

- c. Neither observations by the Project Manager or inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor of his obligations to perform the Work in accordance with the requirements on the Contract Document.
- d. If any Work is covered contrary to the request of the Project Manager, the Work shall, if requested by the Project Manager, be uncovered for observation and replaced at the Contractor's expense.
- e. If any Work has been covered which the Project Manager has not specifically requested to observe, or if the Project Manager considers it necessary or advisable that covered Work be inspected or tested by other, 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 he makes a claim.
- f. When directed by the Project Manager, the Contractor will promptly, without cost to the HCSO and as specified by the Project Manager, 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, 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.
- g. During the warranted period, the Contractor will restore or remove and replace warranted Work to its original specified condition in the event of failure. He 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, 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.
- h. 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.

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. 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 there from 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.

33. INVOICING AND PAYMENTS

The Contractor will invoice the HCSO for Work as completed. At a minimum, an invoice shall show 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 ten (10) percent retainage. 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 should be addressed to:
 Hillsborough County Sheriff's Office
 Accounts Payable
 P.O. Box 3371
 Tampa, Florida 33601

Invoices may be mailed to the address above or emailed to accounts payable@hcsotampa.fl.us

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

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

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

34. EXCEPTIONS TO PROPOSAL

Proposal 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 Response. In instances, where an exception is stated upon the Proposal Response (Part D), said proposal will be subject to rejection by the HCSO in recognition of the fact that said proposal does not meet the exact requirements imposed upon the Proposer by the General Terms and Conditions (Part A), the Special Provisions (Part B), Technical Specifications, (Part C) and any and all Amendments, Attachments and Exhibits.

PART C – TECHNICAL SPECIFICATIONS**1. IN GENERAL**

- a. Specifications and requirements listed in each “Section” may also have related paragraphs covering additional requirements for each “Section”. Proposers should reference other related paragraphs throughout the proposal document.
- b. The complete set of the Request for Proposal (RFP) Documents shall be used in preparing the Proposal Response. Neither the Hillsborough County Sheriff's Office (HCSO) nor the Project Manager will assume responsibility for errors or misinterpretations resulting from a Proposer's use of incomplete RFP documents.
- c. The training facility's normal working hours are Monday through Friday, 6:00 a.m. to 5:00 p.m. Any work outside of this work schedule shall be approved by the Project Manager at least two (2) working days in advance.
- d. HCSO will not be held responsible for the Contractor's crew and/or equipment working overtime or any other charges for additional overtime work.
- e. It will not be necessary to provide traffic control for this project.
- f. Proposers shall provide the following information with their Proposal Response:
 - 1. Provide proof of either current State of Florida Contractor Certification and/or current Hillsborough County Contractor Licenses with RFP Proposal or within forty-eight (48) hours of notification by the HCSO that such has not been provided.
 - 2. Evidence that the Proposer has at least five (5) years of successful experience in Paving Work, similar to that required for this project.
 - 3. A preliminary list of all subcontractors and all other such persons and organizations whom the Proposer intends to utilize in performing portions of the work.

2. SCOPE OF WORK

- a. The Contractor shall furnish all necessary labor, materials, tools, equipment, supervision, and incidentals necessary to perform all Work as described herein. The Scope of Work shall in whole or in part include: milling the specified amount of existing asphalt, patching any scabbed base material and laying new asphalt material at the Walter C. Heinrich Practical Training Site.
- b. Milled asphalt will be stockpiled or otherwise off-loaded at pre-determined locations on site.
- c. Drawings: See Exhibit “A”, JBM&R Engineering, Inc., Resurfacing Plan, dated May 2015.
- d. Specifications: See Exhibit “B”, JBM&R Engineering, Inc., Specifications and Drawings, dated May 11, 2015.
- e. Geotechnical Report: See Exhibit “C”, Florida Geotechnical Engineering Skid Pad Assessment, dated April 15, 2015.
- f. All Work shall be accomplished in accordance with the specifications and requirements furnished

within all the RFP documents to include any Question and Answer responses, Addendums and or Amendments issued. The Contractor is to provide **all incidentals** required for the construction to meet Local, State, and Federal codes.

3. **TEMPORARY UTILITIES**

- a. The Contractor may use the existing on-site utilities (electrical and water) in performance of the Work. If utilities are not available at the locations needed, the Contractor will provide the needed utilities at their expense. The Contractor will coordinate with the Site Superintendent for the use of existing utilities.
- b. The Contractor is responsible to return all the utilities to their original state.
- c. The Contractor should provide its own portable sanitation facility.

4. **VEHICLE TRAFFIC AND SITE ACCESS**

- a. To avoid traffic conflict with vehicles of the HCSO and to avoid overloading of streets and driveways elsewhere on or near the HCSO property, the Contractor must limit the access of trucks and equipment to the route specified by the HCSO.
- b. The Contractor must provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site.
- c. All Contractor vehicles, vehicles belonging to employees of the Contractor and all other vehicles entering upon the HCSO property in performance of the Work must use only the access route specified by the HCSO Project Manager.
- d. The Contractor shall, by his own inspection and careful examination, fully convince himself as to the accessibility of the site for performing the Work. The Contractor shall be responsible for maintaining the access roads during the construction. Any modifications to the area outside the construction limits shall be submitted by the Contractor to the Project Manager for approval within seventy two (72) hours prior to making any modifications. All areas disturbed by the Contractor in construction of temporary access roads and ramps shall be re-graded and restored to the pre-existing conditions, or as otherwise approved by the Project Manager. The Contractor should also be aware of any damage to the existing asphalt due to equipment loads. Roadways damaged by equipment loads or other use shall be repaired at the Contractor's expense.
- e. The Contractor will confine his equipment, the storage of materials and equipment, and the operations of his workers to the areas permitted by the Project Manager. He shall not unreasonably encumber the premises with materials and equipment. Any loss or damage to the Contractor's or subcontractor's equipment is solely at the risk of the Contractor.

PART D: PROPOSAL RESPONSE

The undersigned understands that this Proposal **must be signed** in ink and that the **unsigned** Proposal will be considered incomplete and subject to rejection by the Hillsborough County Sheriff's Office (HCSO).

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

* * * USE INK ONLY * * *

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS

PROPOSAL TO BE CONSIDERED BY THE HILLSBOROUGH

COUNTY SHERIFF'S OFFICE

EXCEPTIONS TO PROPOSAL: NOTE - ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS PROPOSAL TO BE REJECTED BY THE HCSO. ALL PROPOSERS SHOULD CAREFULLY READ PARAGRAPH 34 OF THE SPECIAL PROVISIONS (PART B).

- 1. **EXCEPTIONS:** The following represents every deviation (itemized by number) to the foregoing General Terms and Conditions (Part A), Special Provisions (Part B) and Technical Specifications (Part C), upon which this Proposal is based, to wit:

2. COST

Company Name: _____

The undersigned has carefully examined the RFP and all conditions affecting the cost of the service required by the HCSO.

The undersigned certifies that any exceptions to the proposal specifications are noted on the attached exceptions form. All specifications not noted thereon are as requested. The undersigned also understands that any exceptions presented after the award, may be cause for cancellation of award.

We hereby propose to furnish the services described herein in accordance with the RFP, except as noted on attached exceptions form:

- A. Total Project Cost \$ _____
- B. Time to Mobilize after receipt of Notice to Proceed _____ Calendar Days
- C. Time of Completion after Mobilization _____ Calendar Days

3. NARRATIVES & DOCUMENTATION

As mentioned in Special Provisions (Part B), Paragraph eight (8), the outline below corresponds with the criteria on which we will evaluate your Proposal in reference to our needs and to the Proposals of others. It is therefore important to maintain the organization of your response as outlined so evaluators may easily locate the required documents. Include narratives and supporting documentation.

Section title pages provided:

- a. Overall Plan and Approach to Project Completion
- b. Company Overview and Management Qualifications
- c. References

Response Section Cover Page

Proposal Response Section

Overall Plan and Approach

Narrative: Describe your approach to the Scope of Work and your plan for completing in the time frame you have indicated. Include such information as:

What type of equipment the Work will require.

What supplies and materials will be required.

What Work you will subcontract if any, and to whom.

Description of the phases of Work and a time line estimate of how long each phase will take. (A milestone time line will be required by the Commencement date.)

How many personnel will you assign to the Work and what are their qualifications.

How you approach safety issues.

Your familiarity or experience with the various permitting agencies involved if applicable.

Documentation: Equipment List - Owned or Rented
Materials and Supplier List
Subcontractor List
Time Line

Response Section Cover Page

Proposal Response Section

Company Overview and Management Qualifications

Narrative: Provide a summary of your business history. Include such information as how long you have been in business under the current company name; the organizational structure of your business; and qualifications of the owners and managers including experience, training and licenses they hold.

Documentation: IRS Form W9
Insurance Certificates
Business Tax Receipt
Key Personnel Resumes
Any business literature or advertising you may have

References

Provide a minimum of three references of recent projects with similar scopes of work.

➤ Company/Agency Name _____

Project Description _____

Contact Person Name & Title _____

Phone number _____

Email address _____

Approximate annual contract amount. \$ _____

➤ Company/Agency Name _____

Project Description _____

Contact Person Name & Title _____

Phone number _____

Email address _____

Approximate annual contract amount. \$ _____

➤ Company/Agency Name _____

Project Description _____

Contact Person Name & Title _____

Phone number _____

Email address _____

Approximate annual contract amount. \$ _____

4. VENDOR INFORMATION

Business Name (As shown on your invoice): _____

Federal Tax ID Number _____ **OR** Social Security Number _____
(Please include an IRS Form W9 with your response)

Check One: Corporate Entity _____ Non Corporate (1099) _____ Sole Proprietor (1099) _____

Owner's Name as per IRS records (if reporting under SS#) _____

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

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

Office Phone: _____ Fax: _____ Website: (If applicable) _____

General Correspondence Mailing Address:

Remit to Address: (Checks are to be mailed to if different than mailing address above):

Warehouse Address (If Applicable):

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

Sales: _____

Customer Service: _____

Accounting: _____

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

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

5. 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 RFP package.

The above named Proposer affirms and declares:

- a) That Proposer is of lawful age and that no other person, firm or corporation has any interest in this RFP offered to be entered into;
- b) That this RFP is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud;
- c) That the Proposer is not in arrears to Hillsborough County or the Sheriff upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Sheriff;
- d) That no officer, employee or person whose salary is payable in whole or in part from Hillsborough County Treasury, is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal Response; in the performance of the contract; in the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.

The undersigned agrees that this bid shall remain open for sixty (60) days following the opening of the Proposals.

Respectfully submitted by,

Company Name: _____

Print Name Title

Signature Date

STATEMENT OF NO PROPOSAL

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

HILLSBOROUGH COUNTY SHERIFF'S OFFICE

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

Fax: 813-242-1826

We, the undersigned, have declined to respond to your Proposal No. 26-15 Repaving Driving Pad for the following reasons:

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

____ Insufficient time to respond to the Invitation for Proposal.

____ We do not offer this service.

____ Our work schedule would not permit us to perform.

____ Unable to meet specifications.

____ Unable to meet Bond Requirements.

____ Specifications unclear (explain below).

____ Remove our company from your vendor list.

____ Other (specify below)

We understand that if the "no Proposal" letter is not executed and returned, our name may be deleted from the list of qualified vendors for the HCSO.

PLEASE PRINT - COMPANY NAME _____

COMPANY OFFICER _____

TELEPHONE NUMBER _____

DATE _____

SIGNATURE _____

PROPOSAL EVALUATION MATRIX

Vendor Name: _____

<u>Description</u>	<u>Maximum Points</u>	<u>Points Awarded</u>
A. Price	40	_____
B. Overall Plan and Approach	30	_____
C. Company Overview	20	_____
D. References	10	_____
E. Site Visit Attendance	5	_____
	Total 105	_____

What are the strengths of this Proposal?

What are the weaknesses of this Proposal?

General comments/clarifications/questions.

Name of Evaluator _____ Date _____

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
				-				

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

CHECKLIST. Include the following:

- ONE ORIGINAL and THREE COPIES OF the entire RFP.
- ONE Electronic copy. Proprietary information should be separated.
- SIGNATURES required Parts A and D
- Any Addendums or Amendments (Signatures required)
- Completed Part D, including but not limited to references and detailed information under the Proposal Response Section. Please present in the order and format requested.
- Certificates of Insurance and Business Tax Receipt
- Professional Licenses (if applicable)
- Manufacturer literature and warranty information if applicable.

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

DAVID GEE, SHERIFF
2008 E. 8TH AVE
TAMPA, FLORIDA 33605

ATTN: PURCHASING Ext. 8034

PROPOSAL PACKAGE SUBMITTAL

PROPOSAL #26-15

Repaving of Asphalt Driving Course

June 26, 2015 @ 3:00 pm