

**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**



Request for Proposal No. 6-16

Title: Indoor Gun Range

February 29, 2016

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



Dave Janney, Buyer
813-247-8053
Purchasing@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 Proposal Package 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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	PROPOSED SCHEDULE OF EVENTS	DATE
1	RFP ADVERTISED AND POSTED TO HCSO WEBSITE	3/18/16
2	SUBMIT LETTER OF INTENT	TBD
3	PRE-PROPOSAL TELECONFERENCE	3/25/16
5	DEADLINE TO SUBMIT PROPOSAL	TBD
6	AWARD NOTIFICATION TARGET DATE	TBD
7	POST AWARD NEGOTIATION DEADLINE	TBD
8	COMMENCEMENT (12:01 AM)	TBD

LETTER OF INTENT

REQUEST FOR PROPOSAL NO. 6-16

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

SIGNATURE

DATE

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

**

Print Name

Email Address

**

Print Name

Email Address

**

Print Name

Email Address

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

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

VENDOR NAME: _____

SUBJECT: Request for Proposal Number 6-16

Proposal Title: Indoor Gun Range

OPENING DATE AND TIME: **TBD mm/dd/yyyy at 3:00 pm. EST**

PLACE: Malcolm E. Beard 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.

MANDATORY PRE-PROPOSAL TELECONFERENCE: 03/25/2016 at 11:00 am. EDT

Teleconference Instructions:

- To dial in, call 813-290-2970
- Pass code for participants = 8032#
- When you have entered the conference call, participants will have the following options using your dial pad:

<u>Dial pad command</u>	<u>Description</u>
**	Lists the dial pad commands.
*0	Dials out to the operator.
*61	Mutes and enables audio.
*#	Counts the number of active participants on the audio bridge.

PART A - GENERAL TERMS AND CONDITIONS:

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

If our specifications, when included in our Request for Proposal (RFP), are not returned with your Proposal Package, and no specific reference is made to them in your proposal, 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 Package to the Hillsborough County Sheriff's Office (HCSO) on or before the stated time and date will be solely and strictly the responsibility

of the Proposer. The HCSO will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Proposer shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Proposals will not be accepted after the time specified for receipt. Such proposals shall be returned to the Proposer unopened with the notation "This Proposal Was Received after the Time Designated for the Receipt and Opening of Proposals".

3. On-Line Documents: The HCSO is publishing documents on its 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 proposal shall be submitted in writing to the Buyer, Dave Janney, 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 by clicking on the appropriate year and proposal number.
 5. Time for Consideration: Proposer warrants by virtue of proposal, the prices quoted in the proposal will be good for an evaluation period of sixty (60) calendar days from the date of proposal opening unless otherwise stated. Proposers will not be allowed to withdraw or modify their proposals after the opening time and date.
 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, Florida Statutes, 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 the materials cost, when applicable.
7. Condition of Materials and Packaging: It is understood and agreed that any item offered or shipped on this proposal shall be NEW and in FIRST CLASS CONDITION, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging for the items shipped.
 8. Claims: The Contractor will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
 9. When to Make Delivery: Deliveries resulting from this proposal are to be made during the normal working hours of the HCSO. It is the Proposer's responsibility to obtain this information.
 10. Manufacturer's Name: Any manufacturers' names, trade names, brand names information and/or catalog numbers used herein are for purpose of description, reference, and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by the HCSO and such determination shall be final and binding upon all Proposers.
 11. Information and Descriptive Literature: Proposer must furnish all information requested in the proposal. If specified, each Proposer must submit cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with previous proposal will not satisfy this

provision. Proposals that do not comply with these requirements will be subject to rejection.

12. 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 submitted Proposal Package.
 13. Proposal Obligation and Disposition: The contents of the Proposal Package and any clarifications thereto submitted by the Proposer shall upon award become part of the contractual obligation and incorporated by reference into the ensuing contracts. All Proposal Packages become the property of the HCSO and will not be returned to the Proposer.
 14. No Proposal: If the receipt of this RFP is not acknowledged, Proposer's name may be removed from the HCSO Vendor List.
 15. Compliance with Occupational Safety and Health Act (OSHA): Proposer certifies that all material, equipment, etc., contained in the Proposal Package meets all OSHA requirements.
 16. Familiarity with Laws: The Proposer is required to be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that in any manner affect the Work. Ignorance on the part of the Proposer will in no way relieve the Proposer of responsibility.
 17. Laws, Statutes and Ordinances: The Terms and Conditions of the RFP and the resulting contract shall be construed in accordance with the laws, statutes and ordinances applicable to Hillsborough County. Where State Statutes and regulations are referenced, they shall apply to this RFP and to the resulting contract.
 18. Public Entity Crimes: Pursuant to §§287.132-133, Fla. Stats., as a public entity, may not accept any proposal or proposals from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, Fla. Stat., for Category Two (\$35,000) with any person or affiliate on the convicted Vendor List for a period of thirty-six (36) months from the date that the person or affiliate was placed on the convicted Vendor List unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), Fla.Stat. If you submit a proposal in response to this request, you are certifying that §§287.132-.133, Fla.Stats. does not restrict your submission.
 19. Public Record: Any material submitted in response to this RFP will become a public document pursuant to §119.07, Fla.Stat. This includes material which the respondent might consider to be confidential or trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, Fla.Stat. The awarded Vendor or Contractor agrees to comply with §119.0701, Fla.Stat. regarding maintenance and provisions of access to all public records generated by this contract with the HCSO.
- The HCSO requires that, at the conclusion of the selection process, the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to the RFP will be handled in accordance with applicable Florida Statutes.
20. Acceptance and Rejection: The HCSO reserves the right to reject any or all proposals, for cause, to waive irregularities, if any, and to accept the proposal or proposals which in the judgment of the HCSO is in the best interest of Hillsborough County. HCSO reserves the right to evaluate, add and/or reject any items from any proposal options or resulting contract(s) when deemed to be in the best interest of HCSO.
 21. Disputes: Any prospective Proposer who disputes the reasonableness or appropriateness of the notice of award, on 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) business 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 to the Proposer within five (5) working 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 an appeal will be made by the Sheriff.

22. Specifications Attached

DAVID GEE, SHERIFF
HILLSBOROUGH COUNTY, FLORIDA

--Signature on File--

By: _____
Christina R. Porter, CPA
Comptroller

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

<hr/>	
Company Name	Date
<hr/>	
Print Name/Title	
<hr/>	
Signature of Company Officer	

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

PART B - SPECIAL PROVISIONS

1. IN GENERAL

The purpose of these specifications is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) for the procurement of indoor gun range equipment. The existing building into which the equipment will be installed is to be renovated to accommodate the equipment and its use. The equipment purchase is Phase One of the project and is dependent upon receiving funding from the Florida Department of Law Enforcement Justice Assistance Grant. HCSO must be in possession of the equipment prior to the expiration of the Grant funding August 31, 2016. Additional funds will be provided by the HCSO if necessary to provide a minimum six lane, fifty foot gun range. Phase Two will include installation of the equipment. At this writing no commencement date for Phase Two has been identified though it is anticipated to be within twelve months.

2. SCOPE OF WORK

The requirements of this Request for Proposal (RFP) are as follows: a complete indoor gun range to include a bullet trap system, a ventilation system, ballistic protection and sound abatement, a range master control station and six (6) lanes with shooting stalls and target carrier/retrieval systems.

The indoor gun range will be located at 1208 Tech Boulevard, Tampa Florida 33619. This existing building is a warehouse type building into which an interior structural enclosure will be constructed to house the gun range equipment. Conceptual plans and schematic drawings for the interior enclosure are provided in **Partial Site Plan-Bldg. 2, A-1.1** and **Floor Plan-Bldg. 2 A-5.4** (Exhibit A). Refer to Technical Specifications (Part C) for more details.

It is the intent of the HCSO to store the equipment at the installation site until such time as the installation can be completed. Since that future date is undetermined, we are unclear as to a provider's willingness to respond with a firm installation price based on an undetermined time frame, yet we would like to award for both equipment and installation if we can secure a firm price. The Proposal Response in Section D will allow for one fixed equipment price for immediate purchase and the Proposer's pricing options for installation based on three (3) time frames.

Because of the undetermined timeline associated with this project, this RFP contains clauses pertinent to both equipment purchase and installation. Those clauses pertaining solely to onsite installation will be indicated with an asterisk (*) preceding the title and highlighted. Should an installation award be made these clauses will be considered as part of the ensuing contract.

3. GRANT FUNDING

As mentioned above, some or all of the funds for this project will be provided by a Federal Grant. To recognize and comply with the additional special provisions required by the Federal Government, Appendix I will be incorporated as part of this RFP and ensuing contract and will be separately acknowledged and accepted by the Proposer's signature. The majority of the grant compliance clauses pertain to construction contracts. Equipment installation is **not** considered construction and therefore will not apply. Other clauses pertain to the method of procurement and access to documentation which will apply to the equipment purchase as well as the installation/construction aspects.

4. 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 organizational, financial, equipment and personnel resources to ensure timely and satisfactory completion of the project. In the determination of the evidence of responsibility and ability to perform the Work, the HCSO reserves the right to investigate the financial condition, experience record, personnel, equipment, facilities and organization of the Proposer, determine whether the evidence of responsibility and ability to perform is satisfactory.

Proposers shall be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances and personnel to furnish the item(s) or service(s) offered satisfactorily and expeditiously.

Proposers shall have engaged in business relevant to the service equipment described in the RFP for a period of not less than two (2) years, and shall provide references in the Proposal Response (Part D).

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

The attached Supplier 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 licenses to do business. Current Certificates of Insurance for Liability and Workers Compensation must also be included.

5. MANDATORY PRE-PROPOSAL TELECONFERENCE

All interested parties are required to attend the Mandatory Pre-Proposal Teleconference (see date/time on page 5). At this time the Sheriff's representative(s) will be available to answer questions relative to this RFP. Any suggested modifications may be presented in writing or discussed with the Sheriff's representative(s) at this teleconference, and may be considered by said representative(s) as possible amendments to the proposal. Only written amendments issued by the HCSO will be considered official changes to the Terms and Conditions (Part A), Special Provisions (Part B) or Technical Specifications (Part C) of the RFP. Care should be taken to obtain any and all technical information necessary to complete and submit a concise but inclusive proposal.

6. LETTER OF INTENT

Interested Proposers planning on participating in the Mandatory Pre-Proposal Teleconference shall notify the Buyer by use of the Letter of Intent form included herein. Submitted proposals will be returned to any Proposers who did not participate in the Mandatory Pre-Proposal Teleconference. The person(s) indicated on the Letter of Intent will be those notified of all addenda, amendments and Questions and Answers (Q & A).

7. EXAMINATION OF SITE

Proposers may visit the site and familiarize themselves with existing conditions and satisfy themselves as to the nature and Scope of 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, may not be allowed. Site visits will be by appointment only, please contact the Project Manager, Al Cordova, acordova@hcsotampa.fl.us or at (813) 247-8182 to make the necessary arrangements.

8. BRAND NAMES

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

9. COMMUNICATION BETWEEN PARTIES

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

In the interest of public access, all documents relating to this RFP will be posted to the HCSO website at <http://www.hcsotampa.fl.us>. This will include minutes from the Pre-Proposal Teleconference, Q & A responses, amendments, addenda etc. Posting documents to the HCSO website is considered the official method of notification regardless of other notification methods the Buyer utilizes for convenience of the parties involved.

10. PREPARATION AND SUBMITTAL OF PROPOSALS

All proposals shall be signed in ink by an authorized principle of the firm. A signature of acknowledgement to the General Terms and Conditions (Part A) is required on page eight (8), a signature of affirmation is required on page thirty (30) and a signature of acceptance of the Grant Compliance Appendix I is required on page thirty-six (36). All attachments to the RFP requiring signature acknowledgement (e.g. amendments) are to be returned with the Proposal Package.

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

Proposals must be received by the HCSO Purchasing Section not later than the time and date shown on page five (5). Proposers mailing their Proposal Packages should allow for normal mail time to ensure receipt by HCSO prior to the time and date fixed for the acceptance of the proposals. Proposals or unsolicited amendments to proposals, received by the HCSO after the acceptance date will not be considered and will be returned unopened marked "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 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 for receipt and opening of proposals or other deadlines and will make a reasonable effort to give at least five (5) calendar day's notice of any such postponement to each prospective Proposer.

11. ACCEPTANCE AND REJECTION

The Sheriff, Hillsborough County, Florida, reserves the right to reject any or all proposals, for cause, to waive irregularities, if any, in any proposal, and to accept the proposal or proposals which in the judgment of the Sheriff is in the best interest of the HCSO. The Sheriff reserves the right to select the Proposer that will best meet the needs of the HCSO, and the selection will not necessarily be made solely on cost 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.

12. EVALUATION OF PROPOSALS

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

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

	<u>Points</u>
A. Entire Price Package (equipment price, and interval labor installation)	40
B. Fabrication and Delivery Schedule	15
C. Creative warranty solutions	15
D. Completeness of proposal and requested documents	10
E. Company Overview (Experience, Years in Business...)	10
F. References	<u>10</u>
	<u>100</u>

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

Each committee member will independently read and score all eligible proposals. Any clarifications requested by a committee member will be presented to the Proposer through the 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.

13. 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.

14. 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 web site <http://www.hcso.tampa.fl.us>, on the Purchasing tab. If you do not have internet access, and would like a copy of the proposal results, contact the Purchasing Section at (813) 247-8034.

15. INFORMATION PRIVACY

It is understood and agreed upon by the Proposer in submitting a Proposal Package that the HCSO has the right to withhold all information regarding this procurement **until after contract award**, including but not limited to: the number of proposals received; competitive technical information; competitive price information; and the HCSO evaluation concerns about competing proposals. Information releasable 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.

16. CONTRACT DOCUMENT

The contract between HCSO and the Contractor shall consist of: (1) the RFP and any amendments thereto and (2) the Proposal Package submitted in response to the RFP. The HCSO reserves the right to clarify any contractual relationship in writing with the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Contractor's Proposal Package. In all other matters not affected by the written clarification, if any, the RFP and all amendments thereto shall govern. The Proposer is cautioned that the proposal shall be subject to acceptance without further clarification.

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

17. 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 HCSO 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 issued by the Buyer. The Contract Documents will be governed by the laws of the State of Florida.

18. ADDITION / DELETION

The HCSO reserves the right to add or delete any items from this proposal or resulting contract(s) when deemed to be in the best interest of the HCSO. All such additions, deletions or any change to the Scope of Work shall be addressed as either an amendment to the proposal or a change order to the contract requiring written notification and acknowledgement (refer to Paragraph 27 Processing Change Orders).

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

19. *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.

20. DEFAULT

The contract may be canceled 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. Contractors who default on contracts may be removed from the HCSO Vendor List for future contracts at the discretion of the Comptroller.

21. CANCELATION

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

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

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

22. NEXT BEST PROPOSER

In the event of a default by the Contractor, the HCSO reserves the right to utilize the next best Proposer. In the event of this occurrence, the 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.

23. DELIVERY AND STORAGE

Delivery date will be determined based on equipment readiness and vendor's creative solutions for warranty activation. HCSO must have received the equipment and it be in our possession in order to pay for the equipment by the funding deadline.

Equipment ordered shall be shipped complete F.O.B Destination to be received within the given time frame. Failure to deliver within the given time frame will be considered breach of contract or default and the HCSO shall utilize its options as stated herein. Advise in your Proposal Response if equipment will ship from multiple locations. Delivery must be scheduled to allow HCSO personnel to be on site to receive. Placement of the equipment within the storage area will be the responsibility of the freight company and may be considered an "inside" delivery. Even though access is dock high there is no material handling equipment at the location for off loading or moving. The exception shall be if an award for installation is made concurrently with the equipment purchase and the installation is scheduled to be completed by the drop dead date, then the installation Contractor may schedule delivery as is fitting for the project and receive and store as they see fit.

As previously noted, the primary goal of this RFP is to secure the purchase of the equipment before the funding expires which may result in an extended storage period. Dimensions of the storage area are given in Technical Specifications (Part C). A description of the efforts to protect the equipment during shipment and storage should be included in the Proposal Response.

24. *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 subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified to do business in Florida.

- 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 Laws. In case any hazardous Work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the HCSO, for the protection of his employees not otherwise protected.

b. Comprehensive Liability Insurance

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

Commercial/Comprehensive General Liability

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

25. PROJECT MANAGEMENT

The HCSO Project Manager for this job is Al Cordova, 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.

26. *PRE-QUALIFICATION OF SUBCONTRACTORS, VENDORS, AND SUPPLIERS. (Installation portion only)

All employees and/or subcontractors of the Contractor which will Work in a HCSO Facility or on a Hillsborough County property may be required to have a background check by the HCSO prior to beginning Work. All employees must comply with HCSO's policy and procedures which includes no smoking on any HCSO property. The Contractor shall be required to provide a work crew list giving all personnel names and changes as they occur. The HCSO will perform the background checks in-house at no costs to the Contractor.

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

27. PROCESSING CHANGE ORDERS

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

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

28. *CONTRACTOR'S RESPONSIBILITIES, (Installation portion only)

- 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.
- b. **Superintendent:** The Contractor will keep on the Work Site at all times during its progress a competent, resident Superintendent who shall not be replaced without written notice to the Project Manager, except under extraordinary circumstances. The Superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. The Contractor/Superintendent will at all times maintain good discipline and order on the site. All communications given to the Superintendent shall be as binding as if given to the Contractor.
- c. **Labor, Materials, and Equipment:** The Contractor shall pay for all labor, equipment, materials and services required to complete the Work as described in the Contract Document to include but not limited, to building permits, notice of commencements, underground piping permits, electrical, mechanical, plumbing, and other governmental fees, licenses and inspections necessary for the proper completion of the Work. The Contractor will be responsible for any re-inspection costs or fines imposed by 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 their subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent as if they were employed by them. Nothing in the Contract Documents shall create any contractual relationship between any subcontractors and the HCSO or any obligation on the part of the HCSO to pay or 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 completed.

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

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

All Work performed for the Contractor by a subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the HCSO as trustee. The Contractor will pay each subcontractor an appropriate amount determined by value of the Work, of any insurance monies received by the Contractor under this insurance.

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

- e. Patent Fees and Royalties: The Contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process, or device which is the subject of patent rights or copyrights held by others.
- f. Permits: The Contractor will secure and pay for construction permits, licenses, drawings, and will pay all governmental charges and inspections fees which are applicable and necessary for the execution of the Work at the time of this proposal. In addition but not limited to, the Contractor will be responsible for re-inspections, fines, notice of commencement, underground piping, building, electrical, mechanical and structural permits. The Contractor will also pay all public utility charges. All required building and other permits shall be obtained before beginning construction. Upon completion of the project the Contractor shall request and pay for the Certificate of Completion/Occupancy. Any delays associated with the permitting process will be considered for time extensions only and no damages or additional compensation for delay will be allowed. The Contractor shall be on site during all scheduled permit inspections.
- g. Laws and Regulations: The Contractor will give notices and comply with all laws, ordinances, rules, codes and regulations applicable to the Work. If the Contractor observes that any of the Contract Documents are contradictory to such laws, rules, and regulations, 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 near existing areas to protect them from damage. The Contractor shall be responsible for any damage to existing areas and will repair such damage, at 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 property to stresses or pressures that will endanger them.

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

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

- i. Work Safety: The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. 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, installation or delivery of equipment.

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

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

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

- j. Emergencies: In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Project

Manager if time or circumstances do not permit, is obligated to prevent threatened damage, injury, or loss. The Contractor will give the Project Manager written notice that the emergency provision has been invoked and shall state the reasons therefore within 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 (refer to Processing Change Orders, Part B, Paragraph 27).

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

29. 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.

30. *COMPLETION OF WORK AND LIQUIDATED DAMAGES, (Installation portion only)

The Contractor shall work diligently and shall complete the entire Work, ready for use, by the time allotted in the specifications. The time stated for completion shall include final cleanup of premises. Failure to complete the Work in the time stated shall result in an assessment as liquidated damages of \$250.00 for each calendar day this Work remains incomplete. Deduction will be made from the Contractor's final pay.

The Contractor's attention is directed to the fact that it is likely to rain on occasion during the life of this contract. The Contractor should expect a substantial number of days that 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.

31. *CLOSEOUT, (Installation portion only)

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 for installation of equipment will commence at the issuance of the Certificate of Completion.

32. *WARRANTIES, (Installation portion only)

- a. The Contractor will warrant all workmanship and materials for a period of no less than one (1) year from date of acceptance.
- b. The Contractor warrants and guarantees that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality, performed in a workmanlike manner, free from faults or defects. Work shall be considered defective if: it is unsatisfactory, faulty or does not conform to the Contract Documents; fails any inspections, test or approvals; and does not meet all applicable construction and safety requirements. Notice of all defects shall be given to the Contractor by the Project Manager/Engineer. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in Paragraphs g, h and I below.
- c. If the Contract Documents, laws, ordinances, rules, regulations or order of any federal, state, local, or public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Project Manager/Engineer timely notice of readiness. The testing firm(s) if assigned by the HCSO to this project and all such inspections, tests, or approvals provided for by the HCSO shall be identified in writing by the Project Manager to the Contractor. All other inspections, tests or approvals shall be at the Contractor's expense including additional expenses for inspection and tests required as a result of delays by the Contractor or hours worked beyond 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/Engineer with the required Certificates of Inspection, testing, or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organizations as may be required by law or the Contract Documents. Materials or Work in place that fail to pass acceptability tests shall be retested at the direction of the Project Manager/Engineer and at the Contractor's expense. If any such Work required to be inspected, tested, or approved is covered without written approval of the Project Manager/Engineer, it shall be, if requested by the Project Manager, uncovered for observation in accordance with Paragraphs e and f below. The rates charged the Contractor pursuant to this paragraph shall be agreed upon in writing prior to testing.
- d. Neither observations by the Project Manager or inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor of his obligations to perform the Work in accordance with the requirements of the Contract Document.
- e. If any work is covered contrary to the request of the Project Manager/Engineer, the Work shall, if requested by the Project Manager/Engineer, be uncovered for observation and replaced at the Contractor's expense.
- f. If any Work has been covered which the Project Manager/Engineer has not specifically requested to observe, or if the Project Manager/Engineer considers it necessary or advisable that covered Work be inspected or tested by other, 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.

- g. When directed by the Project Manager/Engineer, the Contractor will promptly, without cost to the HCSO and as specified by the Project Manager/Engineer, either correct the defective Work whether fabricated, installed, or completed, or remove it from the site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such defective Work within a reasonable time, all as specified in a written notice for the Engineer/Project Manager, the HCSO, after seven (7) days, may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the Contractor or deducted from payment to the Contractor. The Contractor will also bear the expense of making good all Work of others destroyed or damaged by correction, removal, or replacement of this defective Work.
- h. During the warranted period, the Contractor will restore or remove and replace warranted Work to its original specified condition in the event of failure. 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, the Contractor will reinstate the warranty by issuing an addendum to the original warranty for at least the remaining warranted period, but for no less than half of the original warranted period.
- i. If, instead of requiring correction or removal and replacement of defective Work, the HCSO prefers to accept it, the HCSO may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be executed by incorporating the necessary revisions in the Contract Documents, included an appropriate reduction in the Contract Sum. If the acceptance occurs after approval, the Contractor shall pay an appropriate sum to compensate for the defect in the Work to the HCSO.

33. INDEMNIFICATION

The Contractor will indemnify and hold harmless the HCSO and its employees and agents from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from the performance of its Work, provided that any such liability, claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting 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.

34. INVOICING AND PAYMENTS

The Contractor will invoice the HCSO for equipment delivered or installation 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. Though a single invoice for installation is expected upon completion, application for partial payments will be accepted in lieu of an invoice if the percentage of Work completed as of the application date is indicated and if accompanied by a schedule of values.

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

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

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

Invoices shall be addressed to:
 Hillsborough County Sheriff's Office
 Accounts Payable
 P.O. Box 3371
 Tampa, Florida 33601

Or accountspayable@hcsotampa.fl.us

Payment shall be made in accordance with §215.422, Fla. Stat. which states the vendor'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 Hillsborough County Sheriff's Office 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:

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

35. EXCEPTIONS TO PROPOSAL

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

PART C – TECHNICAL SPECIFICATIONS

1. GENERAL

The indoor gun range will be located at 1208 Tech Boulevard, Tampa, FL 33619 and shall consist of six (6) shooting lanes, fixed firing line, including all gun range equipment and materials required for a complete operating system. The Owner occupies an existing warehouse type building (at the above address) which will be utilized for this project. It is our intention to construct (in the very near future) a concrete tilt up wall system and hollow core slab sub-roof system to make up the interior structural enclosure to incorporate and house the specified gun range. The concrete structural enclosure elements will be erected inside the existing building envelope (refer to **Site Plan-Bldg. 2, A-1.1** and **Floor Plan-Bldg. 2 A-5.4** (Exhibit A)). The Schematic Drawings are supplied to provide an overall understanding of the context of how and where the specified equipment and materials will ultimately be located.

- a. **This is a Multi-Part Cost Proposal.** Pricing for the gun range equipment, materials, and installation shall be provided in several line items. Initial pricing shall be for the physical equipment and materials only. A secondary set of pricing line items shall be provided for the installation labor portion only and shall be based on three different time intervals for installation, since exact installation time frame is undetermined at this time. The labor installation pricing line items shall be provided for three (3) different installation time periods that would occur within a 6 to 12 month period; a 12 to 18 month period; or an 18 to 24 month period. Each of the time line prices are correlated to the actual time period for the construction of the interior shell structure by a separate General Contractor (GC). The successful gun range equipment and materials proposer will be required, at the time of shell construction by the GC, to coordinate installation with the GC. The cost of the installation will correlate with the related time period provided in this proposal. Cooperation with GC will insure proper coordination with the GC's construction of the Concrete Shell Structure and the installation of the gun range equipment and materials.
- b. All proposals will be evaluated on the costs of the materials and equipment and the cost of the future installation, as well as other criteria referenced in the RFP.

2. SCOPE OF WORK

- a. The Scope of Work shall consist of providing only the equipment and materials necessary for a six (6) lane, 50 feet shooting distance indoor gun range complete with a rubber filled trap system, ballistic protection, sound abatement, target retrieval system, shooting stalls, and complete air extraction and HVAC systems.
- b. The type of weapons to be fired and the type of ammunition to be used include the following: Handguns: up to 45 caliber and 357 magnum caliber; Carbine Rifles: up to 223 caliber; and Shotguns.
- c. The Proposer shall provide all necessary materials, tools, equipment, and incidentals necessary for a complete system as described in the Materials Specifications which will ultimately be located in a future structure as described in the included Schematic Drawings, Exhibit A.
- d. The Vendor shall provide all incidentals required for the equipment installation which shall meet all federal, state, local codes and statues applicable to/for the intended purpose/use for an indoor gun range.
- e. Schematic Drawings, Exhibit A: Are supplied to provide an overall understanding of the context of how and where the specified equipment and materials will ultimately be located within the context of the existing building and future construction. See Exhibit A.

3. DELIVERY AND STORAGE

- a. The existing building where the equipment will be delivered has two 10'-0" W. x 12'H. roll-up doors. The floor level is 48" above the outside pavement and has dock bumpers. The dock and roll-up doors will facilitate the delivery of the Equipment and Materials.
- b. The building area floor space for storing delivered products is approximately 25'W x 85'L x 17'H., which is +/- 2,125 SF of floor space.

4. EQUIPMENT AND MATERIALS

- a. In General: The specifications below are intended to be a guide as to the type of equipment, materials and systems Hillsborough County Sheriff's Office (HCSO) intends to purchase. We understand each manufacturer may have variations on the listed specifications, equipment, and materials listed herein. The specifications shall be used as a general guide towards the type of equipment and/or materials that may be produced by a particular manufacturer.
- b. Bullet Trap: Trap shall be constructed per manufacturer's standard design. Open design with recycled rubber product. The granular rubber media shall be devoid of steel or other fibers. All access shall be from the front (No rear access panels).
- c. Ballistic Protection: Provide protection to cover ceiling, containment, light covers, ricochet guards. Describe material specifications and total quantities for all materials used.
- d. Target Retrieval System: Wireless target retrieval system with individual booth control and Range Master Control. Include full detail of system design, length of track etc.
- e. Sound Abatement
 - 1) Provide detailed design layout. Design shall include safety ceiling, rows of baffling as required, and include side walls under safety ceiling. Include material specifications and square feet to be covered by design.
 - 2) Provide complete sound abatement materials on all remaining masonry walls and ceiling.
- f. Shooting Stall Dividers: All interior stall dividers shall be a clear view, minimum level 5 polycarbonate center divider with shelf, blast shield extension, gate barricade, long gun holders and brass receptacles. End panels shall be of a solid material (non clear view). Stalls shall be equally spaced, refer to supplied floor plan, Exhibit A.
- g. HVAC and Air Extraction Systems: Complete with ventilation, duct work, and controls for shooting lanes only. Equipment placement on existing roof is discouraged and shall be subject to structural analysis of equipment loads which is unknown at this time. If possible equipment can be placed below existing steel joist and on new hollow core slab roof system where loads can be engineered and factored into new structure. An alternate location would be possible adjacent to exterior of building (note space there is limited; see **Site Plan-Bldg. 2, A-1.1**, Exhibit A). **Indicate clearly in your documents should equipment be too large and/or must be placed on roof of existing building for other parameters or requirements.**

PART D: PROPOSAL RESPONSE

The undersigned understands that this Proposal Package **must be signed** in ink and that the **unsigned** Proposal Package 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 HCSO

EXCEPTIONS TO PROPOSAL: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) NOTED MAY CAUSE THIS PROPOSAL TO BE REJECTED BY THE HCSO. ALL PROPOSERS SHOULD CAREFULLY READ **PARAGRAPH 35 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 Proposal Package and all conditions affecting the cost of the commodity/service required by the HCSO.

The undersigned certifies that any exceptions to the proposal specifications are noted 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 cancelation of award.

We hereby propose to furnish the commodity/services described herein in accordance with the Proposal Package, except as noted on attached exceptions form.

<u>Line #</u>	<u>Description</u>	<u>Price</u>
A.	Six Lane Firing Range – Equipment Only, Complete System Price for Equipment Installation:	\$ _____
1)	Installation commencing within six (6) to twelve (12) months of equipment ready date:	\$ _____
2)	Installation commencing within twelve (12) to eighteen (18) months of equipment ready date:	\$ _____
3)	Installation commencing within eighteen (18) to twenty-four (24) months of equipment ready date:	\$ _____

Describe other installation pricing options _____

B. Time for Equipment Delivery from date of award _____ Calendar Days

C. Equipment Warranty Description and Commencement addressing possible equipment storage
 factor: _____

D. Time for Completion of Installation from issuance of notice to proceed. _____ Calendar Days

E. Layout Drawings And Information

- 1) Provide and Submit with the proposal, drawing layouts indicating how and where specified equipment will be located, both in Plan and Sections.
- 2) The Proposer must address in the Proposal Response each of the following areas at a minimum with detailed specifications regarding: size, function, composition, parts replacement, mechanical repair, warranty, lead time, installation time and any other criteria pertinent to purchase, installation, use, life expectancy and maintenance of indoor gun range equipment and materials.

- 3) Other design elements & features: Include other features as are pertinent to your design that are necessary, being thorough in explanation to convince the HCSO of the value of your features. Include such items as innovative design, cost saving features, testing results, future savings, etc. Also include information regarding your company and experience with the Scope of Work of this RFP.

3. VENDOR INFORMATION

Business Name (As shown on your invoice): _____

Federal Tax ID No. _____ OR Social Security No. _____
(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 <http://www.hcso.tampa.fl.us>, under the Purchasing Section, Doing Business with the HCSO.

4. AFFIRMATION & 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 bids.

Respectfully submitted by,

Company Name: _____

 Print Signer's Name Date

 Signature of Company Officer Title

NOTE: THE ABOVE SIGNATURE OF AFFIRMATION AND THE SIGNATURE OF ACKNOWLEDGEMENT ON PAGE EIGHT (8), THIRTY-SIX (36), AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT AND RETURNED WITH YOUR PROPOSAL RESPONSE. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED ON THE EXCEPTIONS PAGE (PAGE 26), PART D, PROPOSAL RESPONSE.

STATEMENT OF NO PROPOSAL

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

HILLSBOROUGH COUNTY SHERIFF'S OFFICE

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

Fax: 813-242-1826

We, the undersigned, have declined to respond to your proposal No. 6-16 Indoor Gun Range 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 Hillsborough County Sheriff's Office.

PLEASE PRINT - COMPANY NAME _____

COMPANY OFFICER _____

TELEPHONE NUMBER _____

DATE _____

SIGNATURE _____

PROPOSAL EVALUATION MATRIX

Vendor Name: _____

Criteria	Points Allowed-100	Awarded
	<u>Points</u>	
A. Entire Price Package (equipment price, and interval labor installation)	40	_____
B. Fabrication and Delivery Schedule	15	_____
C. Creative warranty solutions	15	_____
D. Completeness of proposal and requested documents	10	_____
E. Company Overview (Experience, Years in Business...)	10	_____
F. References	<u>10</u>	_____
	<u>100</u>	

What are the strengths of this proposal? _____

What are the weaknesses of this proposal? _____

General comments/clarifications/questions. _____

Name of Evaluator _____ Date _____

Form **W-9**
 (Rev. December 2011)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Exempt payee
 Other (see instructions) ▶ _____

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.

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

Social security number								
-			-					

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 references, project approach and planning, subcontractor list, signature page, vendor information, W9.
- Certificates of Insurance and Business Tax Receipt
- Professional Licenses (if applicable)
- Manufacturer Specifications or other literature and warranty information if applicable.

**Below is an example of the information required on your Proposal 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

RFP # 6-16

OPENING DATE and TIME:

TBD @ 3:00 pm

Appendix I

Federal Grant Compliance

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

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

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

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

- a. Equal Employment Opportunity Act Executive Order 11246 as amended by E.O. 11375 and supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor". The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- b. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) for prime construction projects in excess of \$2,000 under which Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor, and shall be required to pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor shall be included in this solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination, (wage determinations on line at <http://www.wdol.gov>). This includes the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) providing that each Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
- c. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) Under Contracts awarded in excess of \$100,000, Contractors are required to base pay on a 40 hour workweek and to pay 1.5 times the base pay rate for hours worked in excess of forty. No construction laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous.
- d. Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401.
- e. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Act (33 U.S.C. 1251-1387) as amended for Grants and Contracts in excess of \$150,000. Violations to be reported to the regional office of the Environmental Protection Agency (EPA).

- f. Debarment and Suspension (Executive Orders 12549 and 12689) A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM) list of parties excluded from Federal procurement or non-procurement programs.

- g. Byrd Anti-Lobbying Amendment (31 U.S. C. 1352). Contractors that bid for an award exceeding \$100,000 must file certification that it will not use Federal funds to pay any person or organization for influencing an officer or employee of any agency, a member, officer or employee of Congress in connection with obtaining any Federal contract, grant or other award.

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

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

ACCEPTANCE OF APPENDIX I

We do hereby acknowledge the above provisions as part of the Terms and Conditions of RFP 6-16.

PLEASE PRINT Company Name_____

By_____

Title_____

Signature_____