

**REQUEST FOR PROPOSALS OF
LIGHTING, EMERGENCY LIGHTING, SPECIALTY EQUIPMENT, PUBLIC SAFETY
EQUIPMENT AND ACCESSORIES - PARTS SALES AND INSTALLATION SERVICE
RFP NO. BCSO2019-01**

Date: June 03, 2019

The Bradford County Sheriff's Office, Bradford County, Florida requests proposals for Installation of lighting systems, aftermarket and specialty equipment for the Fleet Management Division.

SECTION 1.0 GENERAL INFORMATION

The Bradford County Sheriff's Office area covers 300 square miles serving a population of approximately 27,000.

1.1 General Requirements

- Proposer must provide current reference for manufacturer and dealer that will be servicing the Bradford County Sheriff's Office
- Proposer shall be responsible for pick-up and delivery of vehicles/equipment from and to the Bradford County Sheriff's Office's Fleet Management Department.
- Proposer must maintain a full time technical service department capable of providing on-site service and repairs as well as technical assistance via telephone.
- Proposer must be the actual installer of all equipment utilizing properly trained personnel thoroughly familiar with the equipment to be installed.
- Proposer shall provide a minimum of five references to substantiate previous satisfactory and successful completion of similar projects.
- Proposer shall be responsible for each manufacturer's standard warranty on equipment and accessories.

1.2 Equipment

- Proposer shall be a full line supplier of emergency lighting, general lighting systems and equipment.
- Proposer shall be a full line supplier of vehicle aftermarket accessories and public safety accessories.
- Proposer shall provide a full line of law enforcement /emergency vehicle equipment for light, medium and heavy-duty vehicles.
- Pricing shall not be limited to lighting systems, but must also be extended to all other items as well.

1.3 Dealership

- Proposer shall state number of years in business
- Proposer shall have an established working dealership with staffed office, parts, and service facilities.

SECTION 2.0 STATEMENT OF WORK

2.1 **General**

It is the intention of the Bradford County Sheriff's Office to enter into contract with a single provider for purchases of various safety equipment, lighting, law enforcement/emergency equipment and installation services

A price structure is to be established for equipment installs, options, accessories and parts, which the Bradford County Sheriff's Office may purchase for five years with an option for renewal for an additional five years.

All equipment installed shall be the manufacturers' latest model. Appurtenances and/or accessories not herein mentioned shall be included, conform to best practice known in design, quality of workmanship and material, and be subject to these specifications in full. The specifications shall be construed as a minimum.

Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and be furnished.

All equipment furnished under this Contract shall be constructed with due consideration to intended use and performance characteristics, including but not limited to, such that they will operate under all conditions (weather, environmental, etc.) in conformity with Owner's specifications and all applicable federal, state, and local laws.

All warranty papers shall be delivered with each piece of equipment.

A preconstruction meeting to completely review the specifications for the installation of equipment, including an agreement that the price is consistent with the contract and approved by the Bradford County Sheriff's Office. The Bradford County Sheriff's Office will perform a final inspection and full performance test of the equipment. The seller shall provide the technical information and representative(s) to allow for a complete and thorough conformance meeting/inspection. Any and all third party certifications shall be available for review at this meeting. The equipment will not be accepted until the accessories have been tested and accepted by the Bradford County Sheriff's Office Fleet Management.

2.2 **Contract Change Orders**

The vendor shall notify the Bradford County Sheriff's Office, **in writing**, of all Change Orders for every piece of equipment/ installation purchased. Change Orders shall be approved by the Bradford County Sheriff's Office's Fleet Management Department.

Change Orders shall include the following as a minimum:

- A. Changes to be made (i.e., equipment, equipment components, equipment installation, accessories, accessory components).
- B. Additional time associated with any changes, (if any).
- C. Additional cost associated with any changes, (if any).

The Bradford County Sheriff's Office shall not be held liable for costs associated with Change Orders for which they are not properly notified in writing. A copy of all Change Orders shall be sent to the addresses listed below:

Attn.: Chief of Operations/Capt. G. Konkel
Bradford County Sheriff's Office
Fleet Management Department
945-B North Temple Avenue
Starke, Florida 32091
Phone Number – (904) 964-2276
Fax Number – (904)966-6160

2.3 Delivery

The vendor shall state in their proposal process used to establish delivery dates for the various vehicles. Bidder shall state delivery times, after receipt of order (ARO), for all types of vehicles offered by the bidder. Vendor shall deliver all equipment to Bradford County Sheriff's Office free of charge.

The equipment shall be installed, serviced, adjusted, and demonstrated to the satisfaction of the Bradford County Sheriff's Office that they are in perfect mechanical condition.

2.4 Acceptance

Equipment and accessories will be accepted only after the above requirements for delivery have been met. Delivery of equipment and accessories to the Bradford County Sheriff's Office does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the delivered equipment or accessory meet specifications and the conditions listed in the specifications have been met. Should the delivered equipment or accessory differ in any respect from specifications, payment will be withheld until such time as the vendor completes necessary corrective action.

The Fleet Management Division shall notify the equipment installer of any deviation(s) in writing within ten (10) calendar days and the contract provisions regarding delivery shall prevail. Within ten (10) calendar days following notification of non-compliance by the Fleet Management Division, the Seller shall provide to the Bradford County Sheriff's Office a detailed proposal for corrective action. If the proposed corrective action is not acceptable to the receiving agency, the County may authorize the recipient to refuse final acceptance of the equipment and/or accessory in which case the equipment and/or accessory shall remain the property and the responsibility of the provider and the Bradford County Sheriff's Office shall not be liable for payment for any portion thereof. Electronic notification shall be accepted by both the Contractor and the Bradford County Sheriff's Office.

2.5 **Deliverables**

Upon request, vendor shall include Operational manuals and or CDs for equipment installed.

2.6 **Training**

Operator and technician training for each new model:

An authorized representative shall conduct the operator training for each new model. It shall consist of detailed operator maintenance requirements and techniques for proper operation of the equipment.

2.7 **Warranties**

Proposer shall provide detailed manufacturers' warranty information.

A delay in warranty start date is required on all equipment purchased by the Bradford County Sheriff's Office. Warranty shall become effective when the vehicle is put into use by the County rather than at time of delivery. Equipment and accessories must all meet ANSI, SAE and other applicable standards.

Proposer shall provide all warranty service.

Vendor must provide immediate response time for warranty work.

Vendor must provide immediate response time for recalls.

SECTION 3.0 PROPOSAL RESPONSE REQUIREMENTS

- 3.1 A prospective Respondent's response to this RFP should include the following information at a minimum. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein.

Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the Bradford County Sheriff's Office.

- 3.2 The Bradford County Sheriff's Office reserves the right to seek additional/supplemental representation on specific issues as needed.

- 3.3 Respondent's shall construct their proposal in the following format and a tab must separate each section. **Do not submit BINDERS 1 and BINDERS 2 together. Place in separate sealed envelopes.**

BINDER 1 - (NO-COST) PROPOSAL

Do not include any pricing in any part of BINDER 1.

TAB 1 - EXECUTIVE SUMMARY (Maximum 5 points)

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the Respondent, their title(s), address(es), and telephone and fax number(s). The summary must be limited to a

maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

TAB 2 – Equipment (Maximum 40 points)

Vendor shall enclose a complete description of equipment and accessories. Creativity shall be welcomed and considered in awarding points. Points shall be awarded for the ability to supply a variety of different equipment and accessories.

TAB 3 – LOCATION (Maximum 10 points)

Provide a description of the firm's local (Florida) presence, including local offices, personnel, clients, etc.

Location	Rating Points
Within 50 miles of County - Firm's Home Office or Branch Office that will complete at least one hundred percent (100%) of the work by total fees.	10

TAB 4 –Delivery Schedule (Maximum 5 points)

Vendor shall enclose detail delivery schedule. Creativity shall be welcomed and considered in awarding points.

TAB 5 –Warranty (Maximum 15 points)

State conditions of the warranty(s) provided by the vendor and/or manufacturers. If the proposal includes one or more warranties, then a list must be provided of different dealers names and locations. Creativity shall be welcome and considered in awarding points. Extended warranty prices and conditions should be included in this section.

TAB 6 – Service and Maintenance (Maximum 25 points)

State name and location of nearest factory authorized parts and service facilities. Describe mobile service and response time. All parts and service related issues shall be considered in this tab.

Service

- Mobile service shall be provided immediately upon request of service.
- Technicians shall be employees of the manufacturer or dealer. No subcontractors will be allowed.
- Proposer shall state level of shop capability and types of service provided
- Proposer shall provide fixed and hourly cost of service provided by factory and dealer.
- Creativity shall be welcomed and considered in awarding points.
- Proposer could include extended maintenance pricing.

Training

- Proposer shall provide equipment repair, maintenance and operational training for Bradford County Sheriff's Office.

TAB 7 – Vehicle Manufacturer Drop Ship Codes (Maximum 15 Points)

Complete and attach a listing of the vehicle manufacturer drop ship codes currently obtained by the vendor. These drop ship codes will allow Bradford County Sheriff's Office to ship vehicles directly to the vendor for installation work.

TAB 8 – Financials (Maximum 10 points)

Provide company income statement and balance sheet information for review by Bradford County Sheriff's Office. The purpose of this information is to ensure the vendor has sufficient financial strength and stability to meet the demands of the department.

TAB 9 – Bradford County Sheriff's Office Documents

Complete and attach the forms contained in the attachments:

- Attachment A – Representations/Certifications
- Attachment B – Local Vendor Affidavit
- Attachment C – Formula for Assigning Cost Points
- Federal IRS Form W-9

BINDER 2 - FEE PROPOSAL (Maximum 65 Points)

In a separate, sealed envelope, provide an ORIGINAL, so identified and three (3) complete copies and One (1) Electronic copy of your proposed cost for equipment defined herein for the term of the contract. The fee shall include all travel, equipment, and any other related expenses. All equipment prices are to be FOB, Bradford County Sheriff's Office, Fleet Division, 945 N Temple Avenue, Starke, Florida 32091

The Seller shall complete the pricing of the items listed in Appendix A, which will be the basis for awarding the points of the Fee Proposal portion of the request for proposal. In addition, the Seller shall state any discounts (priced at a percentage off of MSRP or a fixed dollar amount / percentage over the cost of the item) for other manufacturers that can be offered by the Seller (discounts must be shown for each classification of items or individual items unless all items have the same percentage of discounts / pricing).

Vendor shall state warranty cost and extended warranty cost which the Vendor may offer.

3.4 Proposals shall be submitted as follows.

3.4.1 All proposals must be delivered to the Bradford County Sheriff's Office at the address below no later than Month Day, 2019. Late proposals will be rejected. Failure to comply with this, or any other paragraph of the Request for Proposals, shall be sufficient reason for rejection of the proposal.

Please mark **Four (4)** copies and **One (1)** original of the written proposal envelope(s) as follows: **TWO (2) IN ELECTRONIC FORMAT COPIES (FLASH DRIVE OR COMPACT DISC (CD)) IN MICROSOFT WORD 10.0 OR HIGHER, OR ADOBE ACROBAT:**

Please mark Four (4) copies of the cost proposal envelope(s) as follows:

Cost Proposal

Do not open Until Qualified.

Request for Proposal No. BCSO 2019-01

Please address the mailing envelope(s) as follows:

Bradford County Sheriff's
Chief of Operations
945 N Temple Avenue
Starke, Florida 32091

3.4.2 The front of each proposal envelope/container shall contain the following information for proper identification:

- the name and address of the Respondent
- the word "Proposal" and the RFP number
- the time/date specified for receipt of proposals
- the number of each envelope/container submitted (i.e. "1 of 3", "2 of 3", "3 of 3")

3.4.3 ALL PROPOSALS MUST BE RECORDED (CLOCKED-IN) IN THE PURCHASING DIVISION ON OR BEFORE THE TIME AND DATE INDICATED ON THE RFP DOCUMENT. The responsibility for submitting the proposal to the Procurement Services Division on or before the above stated time and date is solely that of the Respondent. The Bradford County Sheriff's Office will in no way be responsible for delays in mail delivery or delays caused by any other occurrence. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

3.4.4 All proposals must be in writing. Non-responsive proposals may not be considered. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal Respondent.

3.4.5 The Bradford County Sheriff's Office shall not be liable for any costs incurred by a Respondent prior to entering into a contract. Therefore, all Respondents are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

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SECTION 4.0 SCHEDULE

The proposed time schedule as related to this procurement is as follows:

Release of RFP June 03, 2019
 Deadline for requests for clarification, questions, etc..... June 07, 2019
 (Responded to by County as addendum if necessary) ... June 10, 2019
 Deadline for submission of proposal..... June 17, 2019
 Anticipated Contract Award June 24, 2019

SECTION 5.0 EVALUATIONS OF PROPOSALS

5.1 Evaluation Criteria: The Bradford County Sheriff's Office shall evaluate and rank responsive proposals and score them using the following criteria:

5.1.1 Scoring Criteria Table

CRITERIA	MAX SCORE	FACTOR	TECHNICAL SCORE MAXIMUM POINTS
TECHNICAL PROPOSAL	(whole # only)		
Executive Summary	5	1	5
Equipment/accessory product line	5	8	40
Delivery Schedule	5	1	5
Warranty	5	3	15
Service and Maintenance	5	5	25
Vehicle Manufacturer Drop Ship	5	3	15
Financials	5	2	10
Location	5	2	10
COST/PRICE PROPOSAL			
Cost to the Bradford County Sheriff's Office			65
Maximum Points Allowed			190

5.1.2 Technical Scoring Scale Table

Score	Basic Description	Full Description
0	No Response / Not Addressed or Vaguely Addressed	Answer is No to RFP requirements; this element of the evaluation criteria was not addressed or vaguely addressed .
1	Poor/Below Expectations / Unsatisfactory	The proposal is inadequate in most basic requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria was unsatisfactory .

2	Below Average / Meets Some Expectations	The proposal meets many of the basic requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is below average .
3	Average / Meets Most Expectations	The proposal adequately meets the minimum requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is average .
4	Above Average / Meets All Expectations	The proposal more than adequately meets the minimum requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is above average .
5	Excellent / Exceeds Expectations	The proposal exceeds minimum requirements, specifications or provision in most aspects of the criteria element; respondent's information for this element of the evaluation criteria is Excellent .

5.2 Technical Score: Evaluators will independently review each proposal and award points based on a zero (0) to five (5) point scale for the established criteria. This score will be multiplied by the designated factor to receive a point score for these criteria. The sum the Evaluator's scores for each criterion will be divided by the number of evaluators to provide an overall Technical point score for each criteria and Respondent respectively. The fractional value of points to be assigned will be rounded to one decimal place.

5.3 Cost/Price Proposal Score: Price analysis is conducted through the comparison of Price Proposals submitted. The maximum points will be awarded to the lowest responsive Price Proposal. Proposals with higher costs will receive the fraction of the maximum points proportional to the ratio of the lowest Price Proposal to the higher Price Proposal. The fractional value of points to be assigned will be rounded to one decimal place.

The criteria for price evaluation shall be based upon the following formula:

(Low Price/Respondent's Price) x Price Points = Respondent's Awarded Cost/Price Points

5.4 Overall Score and Ranking: The Respondent's Technical point score plus the Cost/Price points equals the Respondent's Total Proposal score. Respondents will be ranked numerically 1, 2, 3, etc. from highest point score to the lowest point score.

SECTION 6.0 CONTRACT AWARD

6.1 The Bradford County Sheriff's Office reserves the right to incorporate the successful firm's proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.

6.2 The selected firm will be required to assume responsibility for all services offered in the proposal. The Bradford County Sheriff's Office will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.

6.3 A copy of the recommended ranking and award will be available for review in the Purchasing Division upon completion of the evaluation by the committee. Vendors may obtain a copy of the final ranking from the Bradford County Sheriff's Office, Chief of Operations.

SECTION 7.0 RIGHT OF REJECTION:

The Bradford County Sheriff's Office reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the Bradford County Sheriff's Office and its citizens.

SECTION 8.0 REQUESTS FOR CLARIFICATIONS. INTERPRETATIONS & ASSISTANCE

All questions concerning this Request for Proposals must be directed through:

Chief of Operations

Phone: 904-966-2276

E-mail:

george_konkel@bradfordsheriff.org

CHIEF OF OPERATIONS

BRADFORD COUNTY SHERIFF'S OFFICE

945 N TEMPLE AVENUE, STARKE, FLORIDA 32091

All telephone conversations are to be considered unofficial responses and will not be binding. Questions, verifying the Request for Proposals' content, if appropriate, will be responded to in writing. The written response will be the Bradford County Sheriff's Office official response and will be mailed to all Respondents that requested the Request for Proposals.

SECTION 9.0 GENERAL TERMS AND CONDITIONS

9.1 EQUAL OPPORTUNITY AGREEMENT

- 9.1.1 In connection with work performed under a Bradford County Sheriff's Office contract, the Respondent agrees, upon receipt of a written award or acceptance of a contract, to support and abide by the Bradford County Sheriff's Office Equal Opportunity Pledge.
- 9.1.2 By submitting a proposal in response to this solicitation, the Respondent agrees to --
 - (a) Not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;

(b) Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.

9.13 Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".

9.2 PUBLIC ENTITY CRIMES

As required by Florida State Statute 287.133, (2 (a), A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the Bradford County Sheriff's Office within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

9.3 INDEMNIFICATION

The consultant shall indemnify and save harmless the Bradford County Sheriff's Office, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the Bradford County Sheriff's Office including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the consultant, its subconsultants or subcontractors, or by the employees, officers, directors, or agents of the consultant, or its subcontractors.

9.4 ISSUANCE OF ADDENDA

94.1 If this solicitation is amended, the Bradford County Sheriff's Office will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

94.2 Respondents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:

- By signing and returning the addendum;
- By signed letter;
- By signed facsimile (subject to the conditions specified in the provision entitled "FACSIMILE DOCUMENTS".)

94.3 The Bradford County Sheriff's Office must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

9.5 PAYMENT

95.1 Prompt Pay Policy

It is the policy of the Bradford County Sheriff's Office to fully implement the provisions of the State of Florida Prompt Payment Act. For more information, please refer to Florida State Statute 218.7.

952 Withholding Payment

In the event a contract is canceled under any provision herein, the Bradford County Sheriff's Office may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

9.6 INSURANCE REQUIREMENTS:

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Consultant, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in Consultant's proposal.

9.6.1 Consultant shall maintain limits no less than:

Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

Business Automobile/Umbrella Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

Workers' Compensation and Employers'/Umbrella Liability Insurance --

Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the Bradford County Sheriff's Office whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.

Professional Liability Insurance - \$1,000,000 or as per project (ultimate loss value per occurrence).

9.6.2 Other Insurance Provisions

9.6.2.1 *Commercial General Liability and Automobile Liability Coverages*

- The Bradford County Sheriff's Office, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the County. The coverage shall contain no special limitations on the scope of protection afforded to the Bradford County Sheriff's Office, members of the County Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- The Contractor's insurance coverage shall be primary insurance as respects the Bradford County Sheriff's Office, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Bradford County Sheriff's Office, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Bradford County Sheriff's Office, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.6.2.2 *Workers' Compensation and Employers' Liability and Property Coverage's*

The insurer shall agree to waive all rights of subrogation against the Bradford County Sheriff's Office, member of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement.

9.6.2.3 *All Coverage's*

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Bradford County Sheriff's Office.
- If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. Bradford County Sheriff's Office County, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.
- Alternatively, Bradford County Sheriff's Office may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, the Bradford County Sheriff's Office may deduct from sums due to Contractor any premium costs advanced by the Bradford County Sheriff's Office for such insurance.
- Bradford County Sheriff's Office named as "additional insured" as its interest may appear.

9.6.2.4 *Deductibles and Self-Insured Retention's*

Any deductibles or self-insured retention's must be declared to and approved by the County. At the option of the County, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the Bradford County Sheriff's Office, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

9.6.2.5 *Acceptability of Insurers*

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

9.6.2.6 *Verification of Coverage*

Contractor shall furnish the Bradford County Sheriff's Office with

certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the County before work commences.

9.6.2.7 Subcontractors

Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein.

9.7 ACCESS TO MEETINGS

Persons with disabilities requiring reasonable accommodations to attend meetings, please call, **PROCUREMENT SERVICES DIVISION, PHONE: 904-966-2279**, at least forty-eight (48) hours in advance (excluding weekends and holidays). For Selection Committee meeting date(s) contact the Chief of Operations, Bradford County Sheriff's Office, 945 N Temple Avenue, Starke, Florida.

9.8 CONFIDENTIALITY

10.8.1 By submitting a proposal in response to this solicitation, a Respondent acknowledges that Bradford County Sheriff's Office is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Respondent further acknowledges that any materials or documents provided to County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a Respondent provide the County with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the Respondent shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The Respondent shall submit to County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Respondent fail to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

9.8.2 Should any person request to examine or copy any material so designated, and provided the affected Respondent has otherwise fully complied with this provision, Bradford County Sheriff's Office, in reliance on the representations of the Respondent, will produce for that person only the redacted version of the affected material. If

the person requests to examine or copy the complete version of the affected material, Bradford County Sheriff's Office shall notify the Respondent of that request, and the respondent shall reply to such notification, in a writing that must be received by the Bradford County Sheriff's Office no later than 4:00 p.m., ET, of the second Bradford County Sheriff's Office business day following Respondent's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Respondent refuses to permit disclosure or copying, the Respondent agrees to, and shall, hold harmless and indemnify the Bradford County Sheriff's Office for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the Bradford County Sheriff's Office, or assessed or awarded against the Bradford County Sheriff's Office, in regard to Bradford County Sheriff's Office refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Respondent is not initially named as a party, the Respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a Respondent in response to the RFP and shall constitute Bradford County Sheriff's Office sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the Bradford County Sheriff's Office.

9.9 GRIEVANCE PROCEDURE

(a) **Right to Protest.** Any prospective bidder, or respondent may protest the provisions of a Request for Bids (IFB) or Request for Proposals (RFP).

i **Protest of Specifications or Proceedings Prior to Bid Opening**

Any actual or prospective bidder, or contractor, who is aggrieved in connection with the solicitation of a contract or bid, may protest on the grounds or irregularities in specifications or bid procedure.

ii **Protest of Recommended Award**

Any actual bidder or respondent, who is aggrieved in connection with the evaluation of bids, the evaluation of proposals, or the staff recommendation regarding award of a contract, provided that such bidder or respondent would have been awarded the contract but for the aggrieved action, may protest such evaluation or award recommendation.

(b) **Filing a Protest.** A written protest shall be considered filed, for purposes of this procedure when all related items are actually delivered to and received by the Chief of Operations. All protest shall be directed to the attention of the Chief of Operations.

i For protest related to the specifications or proceeding of an IFB or RFP, a formal written protest must be filed no later than 72 hours (excluding

weekends and holidays) prior to the scheduled bid opening date. Failure to timely file the written protest including the required protest bond/cashier's check, shall constitute a waiver of such protest.

ii For protest related to the evaluation of bids, evaluation of proposals, or staff recommendation regarding award of a contract, a written notice of intent to protest must be filed with Procurement Services within 72 hours (excludes weekends and holidays) after posting of the intended recommendation regarding award, and a written protest, must be filed with the Procurement Services Division no later than 5:00 p.m., ET, on the seventh (7th) calendar day following the date on which the written notice of intent to protest was filed. A weekend commences at 12:00 a.m., ET, on Saturday and ends at the same time on the following Monday. A holiday begins at 12:00 a.m., ET, on the observed holiday and ends at the same time on the following day. Such written protest shall state, with particularity the facts and grounds upon which the protest is based, and shall include references to applicable laws, statutes, ordinances, policies, or other authority on which the protest is based. Failure to timely file either the notice of intent or the written protest including the protest bond/cashier's check, shall constitute a waiver of such protest.

- (c) **Protest Bond.** Any person who files a formal written protest, shall post with the Chief of Operations, at the time of filing the formal written protest, a cashier's check or bond payable to the Bradford County Sheriff's Office in an amount equal to 1 percent of the County's estimate of the total volume of the contract or \$5,000, whichever is less.
- (d) **Final Decision.** The Bradford County Sheriff's Office attorney or designee shall consider each protest and shall render a final determination. If the decision of the Bradford County Sheriff's Office Attorney or designee upholds the action taken by the Bradford County Sheriff's Office, then the Bradford County Sheriff's Office shall retain the amount in payment of a portion of the cost and expense, including but not limited to, time spent by Bradford County Sheriff's Office staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the Bradford County Sheriff's Office attorney or designee does not uphold the action taken by the Bradford County Sheriff's Office, then the Bradford County Sheriff's Office shall return that amount, without deduction, to the person or entity filing the protest.
- (e) **Stay of Procurement During Bid Protest**
In the event protest is filed in accordance with the bid protest procedures herein, Chief of Operations shall not proceed further with the solicitation or award of the contract until the Bradford County Sheriff's Office Attorney or designee has rendered a written decision regarding the protest or until the or designee makes a written determination that continuation of the process and award of a contract without delay is necessary to protect the substantial interest of the County.

9.10 PROHIBITED COMMUNICATIONS

Any form of communication, other than written correspondence, shall be prohibited between any person or representative of any firm seeking an award of this solicitation and any Sheriff's staff, or any County employee authorized to act on behalf of the Sheriff. Prohibited communications shall be in effect from the date/time submittals are due for this solicitation until the Sheriff or authorized designee awards or approves a contract, rejects all responses, or otherwise takes action which ends the solicitation process.

Section 10.0 Purchases by other Governmental agencies

10.1 ALL TERM CONTRACTS: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to bid any or all of these items independently. Should any such governmental entity purchase said services on such basis, the Contractor shall report such purchase to the Bradford County Sheriff's Office and, within thirty (30) days following final payment for each such service, shall provide a payment to the Bradford County Sheriff's Office, in the amount of 1% of the purchase price. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after expiration of such term.

**ATTACHMENT A
REPRESENTATIONS/CERTIFICATIONS**

TAXPAYER IDENTIFICATION

Bidder must complete Federal Form W-9 and submit it with their bid. The form may be downloaded from the Internal Revenue web site at www.irs.gov.

OFFICIAL COMPANY INFORMATION AS REGISTERED (Type/Print)

COMPANY NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred)
OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____
WEBSITE URL: _____

COMPANY CONTACT FOR CONTRACT MANAGEMENT (Type/Print)

PERSON NAME: _____
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred)
OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____

PAYMENT REMITTANCE ADDRESS (Type/Print) (if same as 2.8, enter "SAME 2.8")

NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred)
OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____

CONTACT FOR INVOICE INQUIRIES

NAME: _____
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred)
OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____

WHERE TO SEND PURCHASE ORDER (IF APPLICABLE)

COMPANY NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)

ATTACHMENT B

Local Vendor Affidavit

To qualify for Location points, a vendor must maintain a permanent place of business with full-time employees within 100 miles of Bradford County, Florida, for a minimum of six (6) months prior to the date quotes are received. Local vendor must submit this Local Vendor Affidavit with their proposal for the preference.

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which meets ALL below requirements:

- a) Has had a fixed office or distribution point located in and having a street address within 100 miles of Bradford County for at least six (6) months immediately prior to the submission of bids/quotes, to the Bradford County Sheriff's Office, and
- b) Holds any business license required by the county area of which the business resides (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in the 100 mile radius of Bradford County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in the 100 mile radius of Bradford County.

Please complete the following in support of the self-certification and submit copies of your County and/or County business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business/Company Name:	
Current Local Address:	Phone: () Fax: ()
If the above address has been for less than six months, please provide the prior local address: Length of time at this address:	
Home Office Address:	Phone: () Fax: ()

NOTE: The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

Signature of Authorized Representative

Print Name of Authorized Representative

Date Signed

Attachment C

FORMULA FOR ASSIGNING COST POINTS

Cost evaluation points are determined based on the following:

Lowest bid in each category = Max Points in each category

Second lowest bid in each category = percentage of points relative to the difference in cost from the lowest bid in each category.

Add all points from each category to arrive at the total number of points.

Each bid after the second lowest to be determined using the same process.

Example:

\$1,000 (Lowest Bid) = 25 points

\$1500 (second lowest bid) = 500 divided by 1000 = 50% or 12.5 points

BID SUBMITTAL

Name: _____

(This section must be submitted with bid and shall become an integral part of the resultant contract.)

THE BIDDER AGREES

To sell the items listed in Appendix A to the Bradford County Sheriff's Office.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that:

- (1) The price set forth herein has been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor.
- (2) The price set forth herein will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening.

- (3) No attempts have been made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

CERTIFICATION OF BIDDER

In response to this solicitation, I, the undersigned representative of the named bidder, hereby certify and represent as follows:

- (1) That I have read and examined the solicitation in full and all attachments thereto, and that I have satisfied myself with respect to any questions I have regarding the solicitation; and
- (2) That I am duly authorized by the named bidder to execute the bid and associated Purchase and Sale Agreement intending to bind the bidder to the County as stated in those documents; and
- (3) That, if awarded the subject bid, the bidder will sell and/or donate the real estate described in the Purchase and Sale Agreement in strict accordance with its terms and conditions.

Print/Type Name, Title and Date

Signature

APPENDIX A

Item No	Item	Description	Qty	Unit Price	Total Price
1	EMPLBS48	SOI M POWER LIGHT BAR – BCSO SPEC	1		
2	ETSA481CSR	SOI 100 WATT SIREN CONTROLLER	1		
3	ETSS100N	SOI 100 WATT SPEAKER	1		
4	EMPS2QMS2B	SOI 4" M POWER, BLUE, QUICK MOUNT FOR PUSHBUMPER	4		
5	TDXL6BB	BROOKING TITAN LIGHT – REAR DECK	2		
6	PK0600CGR11	SETINA PARTITION	1		
7	ST0380CGR11	SETINA LEP	1		
8	GK10301S1UHKSSCA	SETINA DUAL GUN RACK	1		
9	C-VS-2400-CHGR-2	HAVIS CONSOLE	1		
10	C-HDM-204	HAVIS SIDE MOUNT POLE	1		
11	C-HDM-303	HAVIS FIXED ADAPTOR	1		
12	C-MD-202	HAVIS TILT/SWIVEL	1		
13	C-CUP-2-I	HAVIS CUPHOLDER	1		
14	C-LP-4	HAVIS 4 OUTLET PLUGS	1		
15	C-ARM-103	HAVIS ARMREST	1		
16	C-AP-0645-L	HAVIS LOCKBOX	1		
17	C-MC	HAVIS MIC CLIP	2		
18	C-MCB	HAVIS MIC CLIP BRACKET	2		
19	WGI-D24	HAVIS WINDOW GUARDS	1		
20	UT-1003	HAVIS LAPTOP TRAY	1		
21	BK0532CGR15	SETINA PUSH BUMPER	1		
22	FL-80RFIP-2	BROOKING FLASHER	1		
23	MLS-2436R	REAR COMPARTMENT LIGHT	1		
24	VTX609B	WHELEN BLUE VERTEX	2		
				Total:	