



**REQUEST FOR PROPOSALS FOR:  
FARADAY CHAMBER FOR THE F1RST  
CYBERSECURITY/SAR BUILDING**

**PASCO SHERIFF'S OFFICE  
PURCHASING SECTION  
19415 CENTRAL BOULEVARD  
LAND O' LAKES, FL 34637  
TELEPHONE: 813-235-6011  
PURCHASING@PASCOSHERIFF.ORG**

**RFP NO. 2FY23**

**RE- ISSUE DATE: November 29, 2022**

**NOTICE**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**FARADAY CHAMBER FOR THE F1RST CYBERSECURITY/SAR BUILDING**  
**RFP 2FY23**

The Pasco Sheriff's Office is accepting sealed Proposals to be received **NO LATER THAN 3 P.M. (local time) on Tuesday, December 20, 2022, for FARADAY CHAMBER FOR THE F1RST CYBERSECURITY/SAR BUILDING.**

Proposals will be accepted at:

**PASCO SHERIFF'S OFFICE  
PURCHASING DEPARTMENT  
19415 CENTRAL BOULEVARD  
LAND O' LAKES, FL 34637  
Telephone: 813-235-6011**

PSO officially distributes these Request for Proposal documents through an online system Demand Star at [www.demandstar.com](http://www.demandstar.com). These Request for Proposal documents may be downloaded at NO COST using this system. These Request for Proposal documents may also be obtained from the Pasco Sheriff's Office's public website [www.PascoSheriff.com](http://www.PascoSheriff.com) under CITIZEN RESOURCES → RESOURCES → VENDOR RESOURCES. Copies of these Request for Proposal documents obtained from other sources are not considered official and should not be relied upon. PSO is not responsible for documents obtained from sources other than Demand Star or our public website. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official Request for Proposal documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official Request for Proposal documents shall still be bound by the Request for Proposal, including any changes, modifications, or additions to the official Request for Proposal documents. **IF YOU OBTAINED A REQUEST FOR PROPOSAL DOCUMENT FROM A SOURCE OTHER THAN THE DEMANDSTAR ONLINE SYSTEM OR THE PASCO SHERIFF'S OFFICE PUBLIC WEBSITE, IT IS HIGHLY RECOMMENDED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM) OR FROM OUR PUBLIC WEBSITE [WWW.PASCOSHERIFF.COM](http://WWW.PASCOSHERIFF.COM) AT NO COST.**

**NOTICE TO PROPOSERS**

To ensure your Proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Jasmin Ortiz-Olson, Acting Purchasing Manager, at [purchasing@pascosheriff.org](mailto:purchasing@pascosheriff.org). **You may contact Purchasing at any time during this process, including during the blackout period.**

**PART I**  
**REQUEST FOR PROPOSAL REQUIREMENTS**

**- INSTRUCTIONS TO PROPOSERS -**

**PROJECT NAME: FARADAY CHAMBER FOR THE FIRST CYBERSECURITY/ SAR BUILDING**

**TECHNICAL SPECIFICATIONS/SCOPE OF WORK:** Attachments A-B

**PRE-PROPOSAL CONFERENCE:** December 5, 2022 at 10AM Local Time.

Location: Pasco Sheriff's Office F1RST Innovation Building, 10370 Charles Bo Harrison Way, Land O' Lakes, Florida, 34637 or via teams. Please contact Jasmin Ortiz-Olson at [purchasing@pascosheriff.org](mailto:purchasing@pascosheriff.org) for the meeting link.

   Attendance Mandatory

  X   Attendance Optional

**QUESTION DEADLINE:** December 15, 2022 at 3 PM Local Time on a clock designated by PSO.

**PROPOSALS DUE:** On or before December 20, 2022 by 3 PM Local Time on a clock designated by PSO.

**RETURN PROPOSALS TO:** Pasco Sheriff's Office Purchasing Department, 19415 Central Boulevard, Land O' Lakes, Florida, 34637. **Fax or email responses will not be accepted.**

**PROPOSAL OPENING:** December 21, 2022 at 10 AM Local Time

**PLACE OF PROPOSAL OPENING:** Pasco Sheriff's Office F1RST Innovation Building, 10370 Charles Bo Harrison Way, Land O' Lakes, Florida, 34637.

## 1. INTRODUCTION

The Pasco Sheriff's Office ("PSO") invites interested contractors, companies, partnerships, and/or firms, hereinafter referred to as Proposers, to submit proposals for the procurement and installation of faraday shielded chamber to support the cybercrimes investigations, as set forth in the Technical Specifications Attachment A, for the FIRST Cybersecurity/SAR building. It is the intent of this RFP to award a single contract to the highest ranked Proposer based on the following criteria:

- a) Proposer background, staffing, and experience: The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.
- b) References: Provide five (5) references for the most recent projects of similar size completed by Proposer. Proposer shall include contact names, company name, phone numbers, date of recent project completion, and total contract amount.
- c) The quality of performance of previous contracts.
- d) Installation schedule and time of delivery of the project.
- e) Proposal Submission completeness and compliance with the specifications.
- f) Price. Pricing shall be a factor in evaluating the proposals; however, Pasco Sheriff's Office reserves the right to select a Contractor based on the listed criteria, instead of lowest proposal.
- g) Whether the Proposer is a local business.

Pricing is a factor, but it is not the determinative factor. The Proposers will be ranked based on an evaluation of criteria as described in Section 18 by five evaluators.

By submitting a Proposal, Proposers agree to all of the conditions of this Request for Proposal.

## 2. COMMUNICATIONS DURING SOLICITATION AND LOBBYING PROHIBITION.

**2.1** It is strictly prohibited for a proposer to communicate with or lobby evaluation committee members, Pasco Sheriff's Office employees, or elected officials (**including the duly elected Pasco County Sheriff**) regarding this Request for Proposal. The term "proposer" shall include the proposer or any member of the proposer's staff, an agent of the proposer, or any person employed by any legal entity affiliated with or representing an organization that is responding to this Request for Proposal outside a publicly noticed meeting specifically called to address this particular Request for Proposal. Nothing herein shall prohibit a prospective proposer from contacting the Purchasing Manager to request a public record, address concerns or grievances, or to receive clarification about a particular procurement.

**2.2** For purposes of this provision, lobbying activities shall include, but not be limited to, influencing or attempting to influence action or non-action in connection with this Request for Proposal through direct or indirect oral or written communication or an attempt to obtain goodwill

of persons and/or entities specified in this provision. Such actions may cause any proposal to be rejected.

**2.3 The prohibition on communication with Pasco Sheriff's Office employees (including the duly elected Pasco County Sheriff) by proposers and their representatives regarding this Request for Proposal in which they have pecuniary interest begins upon issuance of the Request for Proposal and ends upon final award, when a protest is resolved, or when this Request for Proposal process is otherwise concluded, whichever occurs later.** This prohibition does not apply to communication on other matters in which a proposer may have an interest outside of this Request for Proposal.

### **3. AMERICANS WITH DISABILITIES ACT**

The Pasco Sheriff's Office (PSO) does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the PSO's functions. Anyone requiring reasonable accommodation to review the solicitation or for the public meetings related to this Request for Proposal should contact Purchasing at [purchasing@pascosheriff.org](mailto:purchasing@pascosheriff.org) and, if for a meeting accommodation, at least twenty-four (24) hours in advance of the meeting.

### **4. REQUEST FOR PROPOSAL**

**4.1 Request for Proposal Package.** The Instructions to Proposers (Part I), the General Conditions of the Contract (Part II), the Request for Proposal, including addendums (Part III), and the Agreement (Part IV), together with all other documents identified in Article I of the General Conditions of the Contract (Part II), constitute the entire Request for Proposal Package, and upon award, shall constitute the Contract Documents concerning the above-referenced Project. Said Request for Proposal Package must be the basis upon which all Proposals are offered. It is the responsibility of each Proposer to ensure its responses clearly and directly respond to each of the requirements listed in Section 4.2, Outline Format for Response. The Response shall include full completion of Part III, including exhibits and appendices thereto. The Proposer must manually sign the Proposal in black or blue ink.

One (1) fully completed and executed original Proposal and four (4) copies must be submitted in a sealed envelope to the Pasco Sheriff's Office's Purchasing Department, along with any other documentation required by this Request for Proposal Package, at the time and place herein specified. Proposer shall also supply two (2) electronic copies of the entire Proposal, one complete copy clearly marked COMPLETE COPY and one redacted copy (with proprietary and confidential information removed) clearly marked REDACTED COPY. Electronic copies are preferred on a flash drive; a CD will also be acceptable. Except for the redacted information, the redacted copy must be identical to the original hard copies, reflecting the same pagination as the original and showing the space from which information was redacted. Proposer shall be responsible for clearly identifying all proprietary/confidential information and for ensuring the electronic copy is protected against restoration of redacted data. Emailed and faxed copies are not acceptable.

The failure of a Proposer to provide a sealed and marked envelope, five (5) bound copies of each response, as outlined above, and two (2) electronic copies as outlined above may result in

disqualification of the Proposal as non-responsive. Errors or omissions in any Proposal submitted may result in the rejection or disqualification of the Proposal. PSO also reserves the right to waive minor irregularities in the RFP or the submitted responses and may cancel, re-advertise, postpone, or modify the RFP schedule at any time.

**4.2 Outline Format for Response.** This section outlines the format, information and documentation that Proposers must submit in response to this RFP to be considered responsive. In the event any of the following information is missing, the proposal shall be disqualified.

- A. Include an introductory letter from Proposer addressing the response.
- B. Respondent's Relevant Project Experience. Provide no more than three (3) relevant projects. Describe Proposer's experience with similar projects. Submit a listing of all current projects with contact person, contact telephone number, and total contract amount.
- C. Provide a schedule overview for the Project.
- D. Provide an estimated schedule of payments by month for the project. During each month of installation, Proposer should provide an estimate for billed work performed during that timeframe. Proposer may identify months by number (Month 1, Month 2, Month 3, etc).
- E. Prices must be quoted only upon the Proposal form attached hereto and identified as the Request for Proposal (Part III), and no other Proposals will be accepted. All prices quoted are to be F.O.B. for the designated Project site in Pasco County, Florida. Alternates may be proposed and attached to the Proposal form for consideration by PSO. PSO reserves the right to accept or reject all, some, or none of the proposed alternates.
- F. Provide five (5) references for the most recent projects of similar size and scope completed by Proposer. Proposer shall include contact names, company name, phone numbers, date of recent project completion, and total contract amount.
- H. If claiming to be a local business, Proposers should provide a local business tax receipt showing a current principal place of business in Pasco County.

**4.3 Delivery of Proposals.** The Proposer is hereby directed to cause delivery of its Proposal for this Project to the Pasco Sheriff's Office Purchasing Department, 19415 Central Boulevard, Land O' Lakes, FL 34637, at any time prior to the deadline for submissions, which is specified above. The delivery of said Proposal to the PSO Purchasing Department, prior to the time and date stated in the preceding sentence, is solely and strictly the responsibility of the Proposer. The PSO will in no way be responsible for delays caused by the United States Postal Service, other carriers, or for delays caused by any other occurrence. All Proposals must be manually and duly signed by an authorized corporate director or officer, authorized agent, or authorized partner (as applicable). All Proposals must be marked, on the outside sealed envelope, with the PROJECT NAME

SPECIFIED ABOVE. The decision to refuse to consider a Proposal that was received beyond the date/time established above shall not be a basis for a protest.

**4.4 Execution of Proposals.** When a Proposer is a partnership, the Proposal shall be signed in the name of the firm and by all partners required to do so under the terms of their partnership agreement. When a corporation or limited liability company is a Proposer, the authorized director or officer signing the Proposal shall set out the legal name of the entity in full, beneath which said director or officer shall sign his or her name and give the title of his or her office, and the Proposal shall bear the seal of the corporation. Anyone signing the Proposal as an agent for the Proposer must file with the Proposal legal evidence of the authority to do so. A Proposer that is a corporation, a limited liability company or a limited partnership shall furnish to PSO a duly certified copy of its permit, certificate of registration with the Florida Secretary of State, or other authorization, if any, to transact business in the State of Florida, preferably along with the Proposal, and no later than forty-eight (48) hours after any request for the same is made by the PSO. In addition, any such authorization must be effective as of the date of the Proposal. Failure to submit evidence that the Proposer qualifies to transact business in the State of Florida as stated above may be the basis for rejection of the Proposal.

**4.5 No Changes After Proposal is Delivered.** Sealed Proposals may not be amended or otherwise changed by any writing placed outside the sealed proposal package; except, however, any such written external communication by a Proposer may be construed by the PSO as indicating a *withdrawal* of the proffered, sealed proposal to which the communication relates (thereby causing the Proposer to have issued *no proposal* for consideration by the PSO).

**4.6 Other Responsibilities of the Proposer.** The Proposer is solely responsible for reading and completely understanding the terms, conditions, and other requirements of the RFP/Contract Documents. The Proposal opening time shall be scrupulously observed. Under no circumstances will Proposals delivered after the delivery time specified be considered. Late Proposals will not be accepted.

**4.7 Business Name Requirement.** The Proposer must provide on the Pricing Form, Proposer/Certification Form, and if awarded, on all remittance of invoices for payment, the business name that is provided on their W9 Form. Additionally, if there is a name change and/or EIN number that is changed at any time, the Proposer must immediately notify the PSO Purchasing Department as to the change and provide all supporting documentation.

**4.8 Withdrawal or Modification of Proposal.** Proposals may be withdrawn on written or telegraphic requests dispatched by the Proposer in time for delivery in the normal course of business prior to the time fixed for the opening of Proposals; provided, however, that written confirmation of any telegraphic withdrawal over the signature of the Proposer is deposited with the United States Postal Service, postage pre-paid for first class or express mail delivery, and postmarked prior to the time set for the opening of Proposals. Except as specifically provided herein, no Proposer may modify a proposal after the appointed proposal opening time. Negligence on the part of the Proposer in preparing its Proposal confers no right of withdrawal or modification of its Proposal after PSO staff has opened such Proposal at the appointed time and place. Proposers may not withdraw or modify their Proposals after the appointed Proposal opening time. Said

Proposals and any proposal security shall be in force for a period of not less than ninety (90) days after the proposal opening time. Further, said proposal security and Proposal shall continue in force after said period of ninety (90) days, until thirty (30) days following the date of receipt by the PSO of written notice from the Proposer of its intent to withdraw its Proposal, or until the date specified in said written notice as the expiration date of the Proposal, whichever is later. The aforementioned proposal security or Proposal times will remain in effect irrespective of whether an award has theretofore been made by PSO. Notwithstanding the provisions of the preceding sentence, the Proposer may extend its Proposal at any time prior to the scheduled expiration thereof. Proposer may not assign or otherwise transfer their Proposals prior to, or after, the Proposal opening time.

**4.9 Opening of Proposals.** At the time and place fixed for the opening of Proposals (see above), every Proposal properly delivered within the time fixed for receiving Proposals will be opened and publicly read aloud, irrespective of any irregularities found therein. Any Proposer and other persons interested may be present or represented.

**4.10 Power of Attorney.** Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument an effective and certified power of attorney.

**4.11 Interpretation of Contract Documents.** No interpretation of the meaning of the Drawings, Specifications, or other Contract Documents will be made to, or if made may be relied upon by, any Proposer except as expressly noted below. Every request for such interpretation must be in writing, addressed to the Purchasing Manager, and emailed to [purchasing@pascosheriff.org](mailto:purchasing@pascosheriff.org). To be given consideration, such requests must be received prior to the question deadline as set by the solicitation. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be posted at the Pasco Sheriff's Office Purchasing Department, and on the Pasco Sheriff's Office's public website under CITIZEN RESOURCES → RESOURCES → VENDOR RESOURCES and sent to each prospective Proposer, at the respective addresses furnished for such purposes not later than five (5) days prior to the proposal opening date. If requested, a copy may be obtained by the prospective Proposer or its representative at the Pasco Sheriff's Office Purchasing Department 19415 Central Boulevard, Land O' Lakes, FL 34637. Failure of any Proposer to acknowledge any such addendum or interpretation shall not relieve said Proposer from any obligation imposed in such addendum. All addenda so issued shall become part of the RFP/Contract Documents when the PSO has provided addenda within the time frame stated above. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications of this solicitation.

**4.12 Site Examination.** Before submitting a Proposal, every Proposer must carefully examine the site of the proposed Work and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all Work required pursuant to the mandates and requirements of this Request for Proposal package. No pleas of ignorance of conditions or difficulties that may exist prior to the Proposal opening time, or of conditions or difficulties that may be encountered in the execution of the Work pursuant to this Request for Proposal package as a result of a failure to make necessary and reasonable examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the successful Proposer (i.e., the Contractor) to fulfill, in every detail, all of the requirements of the Contract Documents, nor will



they be accepted as a basis for any claims whatsoever for extra compensation, or for any extension of time.

**4.13 Confidential, Proprietary Information, or Trade Secrets.** PSO will use reasonable efforts to protect the secrecy and confidentiality of and avoid disclosure or use of confidential or proprietary information or trade secrets, as defined in Florida Statute. In the event of dissemination, disclosure, or use of confidential or proprietary information or trade secrets information which is not permitted, PSO shall notify the other party promptly in writing and will use reasonable efforts to assist the other party in minimizing the damage resulting from an unauthorized disclosure. PSO shall notify Proposer of any requests for information so designated and Proposer shall bear the costs of any litigation which arises out of a dispute whether such information qualifies as confidential or proprietary information or trade secrets. If Proposer is informed of a request for information which it has claimed to be confidential or proprietary information or trade secrets and it does not promptly respond, then the PSO shall deem that Proposer has abandoned its claim of the information being a confidential or proprietary information or trade secrets and disclose the documentation according to a public records request pursuant to Florida Statute 119.07. In the event Proposer should assert any proprietary, confidential, or trade secret status to any of its systems, methods, procedures or written materials and other controls employed by Proposer in the performance of its obligation pursuant to this Agreement, then Proposer shall assert such claim on its own, and shall defend and hold harmless the Pasco Sheriff's Office, the Sheriff, the Sheriff's employees, officers, appointees and agents against all liabilities for Proposer's failure to comply with the requirements of the law with regard to the release of records. Proposer's Confidential Information and/or Trade Secret information shall not be disclosed by PSO to any third party except as permitted under this Agreement or as required by law subject to compliance with the procedure set forth in these Articles.

Proposer shall be responsible for clearly identifying all proprietary/confidential information/trade secrets in its proposal documents as specified and for ensuring the submitted electronic copies are protected against restoration of redacted data.

## **5. CONTRACTOR LICENSING, REGISTRATION, AND CERTIFICATION**

**5.1** Each Proposer shall be properly licensed, registered, and/or certified, as necessary or otherwise appropriate, by the State of Florida, Pasco County, and/or any municipality in Pasco County, for each category of Work specified in this proposal. The PSO reserves the right to request copies of such licenses, registrations or certifications.

**5.2** For categories of work that are exempt from licensing, registration, and/or certification requirements under Florida Statute, but where certification by the Florida Department of Transportation is available, the Proposer shall be certified by the Florida Department of Transportation in each category, as necessary or otherwise appropriate.

**5.3** All required licenses, registrations, and/or certifications must be current and effective as of the Proposal Opening date and must be maintained throughout the life of the contract. Failure to be properly licensed, registered, and/or certified as of the Proposal Opening date will result in

rejection of the proposal as non-responsive, and at any other time during the life of the contract shall constitute sufficient grounds for a declaration by the PSO that the Contractor is in default and for termination of the contract for cause by the PSO.

## **6. OFFICIAL DOCUMENTS**

PSO is not responsible for expenses incurred prior to award, including any attorneys costs or fees resulting from a pre-litigation proposal protest. PSO officially distributes these Request for Proposal documents through an online system Demand Star at [www.demandstar.com](http://www.demandstar.com). These Request for Proposal documents may be downloaded at NO COST using this system. These Request for Proposal documents may also be obtained from the Pasco Sheriff's Office's public website [www.PascoSheriff.com](http://www.PascoSheriff.com) under CITIZEN RESOURCES → RESOURCES → VENDOR RESOURCES. Copies of these Request for Proposal documents obtained from other sources are not considered official and should not be relied upon. PSO is not responsible for documents obtained from sources other than Demand Star or our public website. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official Request for Proposal documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official Request for Proposal documents shall still be bound by the Request for Proposal, including any changes, modifications, or additions to the official Request for Proposal documents. **IF YOU OBTAINED A REQUEST FOR PROPOSAL DOCUMENT FROM A SOURCE OTHER THAN THE DEMANDSTAR ONLINE SYSTEM OR THE PASCO SHERIFF'S OFFICE PUBLIC WEBSITE, IT IS HIGHLY RECOMMENDED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM) OR FROM OUR PUBLIC WEBSITE [WWW.PASCOSHERIFF.COM](http://WWW.PASCOSHERIFF.COM) AT NO COST.**

## **7. CONFLICT OF INTEREST**

The Proposer, by submission of its Proposal, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of PSO is financially interested, directly or indirectly, in the offer of goods or services specified in this Request for Proposal.

## **8. DEBARMENT**

By submitting a Proposal, the Proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

## **9. COLLUSION AMONG PROPOSERS**

Each Proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the proposers. PSO may or may not, at its discretion, accept future proposals for the same work from participants in such

collusion. More than one (1) proposal from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a Proposer has interest in more than one (1) proposal for the work being proposed may result in rejection of all proposals in which the Proposer is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a proposal for the work.

## **10. TAXES**

The attention of the Proposer is directed to the fact that the tax laws of the State of Florida, including but not limited to Chapter 212, Florida Statutes, apply to this matter, and that all applicable taxes and fees shall be deemed to have been included in Proposal of the Proposer. However, PSO is a tax exempt organization and will provide a tax exempt certificate upon request.

## **11. PROPOSAL ERRORS**

The Proposer should initial erasures or corrections in any Proposal in ink. PSO shall reject any Proposal with such erasures or corrections where PSO staff concludes it cannot determine with certainty the accuracy or intent of said Proposal, as corrected. In the case of unit price contracts, if an error is committed in the listed price of an item, the Contractor shall be bound by the lower of the unit price as shown in the Proposal or Contractor's stated price. Unit prices will be utilized to adjust the total compensation due the successful Proposer based on actual quantities encountered. *No negotiation of these unit prices after contract award will be allowed.* Significant changes in quantities, including total deletions, are possible. Therefore, each Proposer shall proportionately distribute overhead and profit across the unit prices.

## **12. DEVIATIONS**

No material deviations or exceptions shall be accepted with the Proposal. This shall not preclude the proposal of substitute brand names, pursuant to paragraph 14 below.

## **13. CONDITION OF MATERIALS AND PACKAGING**

In instances where the Specifications make this subject applicable (and unless otherwise indicated), all goods and items offered for sale and/or shipped by the successful Proposer pursuant to the requirements imposed upon said Proposer by this request for proposal package, will be new and of good quality; all related containers being new and suitable for storage and shipment; and all prices shall include the cost of standard commercial packaging. The successful Proposer shall be solely responsible for making any and all claims against carriers as concerns missing or damaged items.

## **14. BRAND NAMES, REQUESTED INFORMATION, AND DESCRIPTIVE LITERATURE**

In instances where the RFP/Contract Documents make this subject applicable, any use therein of brand names, manufacturer's makes, trade names, information and/or catalog numbers are so used

for the purpose of providing description and for establishing acceptable quality levels. Such references are not intended for the purpose of placing restrictions upon a Proposer (other than as to quality), and any Proposer may propose and describe brands believed to be equal or better than the otherwise-specified brand. The burden of proof that the brand proposed by the Proposer is in fact equal to that referenced in the RFP/Contract Documents lies exclusively with the Proposer. In the event that PSO staff determines that the equal proposed by the Proposer does not meet the specifications, the successful Proposer shall be required to provide the named brand item, or an equal acceptable to PSO, at no additional cost to PSO.

Each Proposer must furnish all requested information in the spaces provided on the Proposal (Part III). Additionally, where required pursuant to the provisions of this request for proposal package, each Proposer must submit the following with their Proposal: catalog cuts, sketches, descriptive literature, and/or complete specifications relative to the items proposed and offered. References to previously submitted material concerned with previous Proposals are not acceptable to PSO.

## **15. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT**

All material, equipment, etc., as proposed and offered by a Proposer, in instances where applicable due to the nature of the matter with which this RFP package is concerned, must meet and conform to all O.S.H.A. requirements as set forth in Subpart E of the O.S.H.A. Standards for Construction (29 CFR 1926), as amended. The signature of the Proposer or of the authorized representative thereof upon the Proposal (Part III) shall constitute certification of such fact.

## **16. TIME IS OF THE ESSENCE; LIQUIDATED DAMAGES**

Each Proposer is reminded that *time is of the essence of this Agreement*, and failure to complete the Work on time shall constitute a material breach of the Agreement, the basis for a determination of the default of the Contractor, and termination of the Agreement for cause. If the RFP/Contract Documents so indicate, an amount determined for liquidated damages at the daily rate specified shall be assessed against the successful Proposer not complying with a stated delivery time or performance time (or similarly stated information) as found in the Agreement (Part IV).

## **17. ASSIGNMENT OF THE CONTRACT**

No successful Proposer may make any assignment of any resulting Agreement between the parties, in whole or in part, without the prior written authorization of the PSO, which authorization shall remain the exclusive option of the PSO or its designee.

## **18. AWARD OF CONTRACT; REJECTION OF PROPOSALS**

It is the intent of this RFP to award installation of FARADAY CHAMBER FOR THE FIRST CYBERSECURITY/SAR BUILDING to the Proposer with the highest number of points based on the following criteria:

### **A. Qualifications: Up to 25 total points**

1. Reputation, judgment, experience, and efficiency of the Proposer and Proposer's proposed project team – Up to 5 points

- a. Points will be awarded consistent with the combined quality of the Proposer's background, staffing, and experience. Pasco Sheriff's Office reserves the right to contact References provided by Proposer and/or current job contacts in its evaluation under this Section.
- 2. Past performance of similar projects – Up to 10 points
  - a. The quality of performance/quality of previous construction projects. Evaluation of performance/quality includes evaluation of construction/project quality and whether Proposer finished prior projects within the stated time frame/budget. Pasco Sheriff's Office reserves the right to contact References provided by Proposer and/or current job contacts in its evaluation under this Section. In the event Pasco Sheriff's Office has utilized services from the Proposer within the last 3 years, PSO may also rely upon PSO's past experience with the Proposer in the rating of this section.
- 3. Local Builder – 10 points
  - a. Local builder is defined as operating principally or having Proposer's main office in Pasco County. Only proposers with a current principal place of business within Pasco County are eligible. Proposers must provide tax receipt for eligibility.

**B. Quality: Up 25 total points**

- a. Responsiveness of submittal – Up to 5 points. The following documents shall be completed and provided in Proposer's response:
  - a. Introductory Letter
  - b. Appendix A.1
  - c. Appendix A.2
  - d. Schedule provided
  - e. Proposal completed
  - f. Listing of all current jobs – include contact person, contact telephone number, and total contract amount.
  - g. Last 3 projects Proposer submitted bids and was not awarded.
- b. Product quality – The overall quality, reputation, reliability, and capabilities of components used (i.e. makes, brands, models, technologies, software, serial numbers, etc) in proposal. – Up to 15 points.
- c. References: Up to 5 points
  - h. Provide five (5) references for the most recent projects of similar size completed by Proposer. Proposer shall include contact names, company name, phone numbers, date of recent project completion, and total contract amount.

**C. Time Frame/Project Schedule: 25 total points**

- 1. Complete, reasonable, and attainable project schedule, include details as outlined below- Up to 5 points.
  - i. Provide a schedule overview for the Project. Assume that the parties will be in contract by January 23, 2023. At a minimum, provide the following proposed timelines for:
    - 1. Approvals/permitting, if required; Pasco Sheriff's Office will be utilizing a private provider;
    - 2. Production time;

3. Delivery; and
  4. Installation
- b. Timeframe for delivery of building- Up to 20 points.

i. Points will be awarded as follows: 20 points for delivery and installation within 30-60 days of January 23, 2023. 15 points for delivery and installation within 61-90 days of January 23, 2023. 10 points for delivery and installation within 91-120 days of January 23, 2023. 5 points for delivery and installation within 121-150 days of January 23, 2023. Delivery and installation of 151+ days will result in proposal being deemed unresponsive. Proposer shall provide proof of ability to obtain and deliver building within timeframe.

**D. Price.** Pricing shall be a factor in evaluating the proposals; however, shall not be the determinative factor. Pasco Sheriff's Office reserves the right to select a Contractor based on the listed criteria, instead of lowest proposal.

- a. Points will be awarded as follows: The price proposals will be combined and averaged. The average of the submitted proposal prices will be divided by the Proposal amount and then multiplied by **25**.

Example: Average of Price Proposals = \$100,000.00		
Proposer #1 Price = \$100,000.00	$\frac{\$100,000.00}{\$100,000.00}$	= 1 x 25 = 25 points
Proposer #2 Price = \$80,000.00	$\frac{\$100,000.00}{\$80,000.00}$	= 1.25 x 25 = 31.25 points (rounded to 31.3 points)
Proposer #3 Price = \$120,000.00	$\frac{\$100,000.00}{\$120,000.00}$	= 0.83 x 25 = 20.83 points (rounded to 20.8 points)

In the event a calculated score results in a decimal number, the final value for this section will be rounded to the nearest tenth.

Total scoring is a mathematical addition of the criteria score. Consideration for award is determined by the objective scoring criteria shown as outlined in these documents. The evaluation of responses will be made on the basis of comparative fulfillment of the criteria, as outlined above. In the event a Proposal is non-responsive in any category, it may be stricken as non-responsive and will not be considered. Complete and accurate responses to all items are necessary for the complete and fair evaluation of Proposals.

The selected Proposer will be so notified by PSO staff, and shall be required, upon receiving such notice, to complete the Contractor Responsibility Survey form and provide all information and documentation requested therein. If, after reviewing the responsibility survey and accompanying submissions, the PSO elects to reject the selected proposer based on its responsibility evaluation, the PSO may perform the same responsibility evaluation, in succession, with each apparent next selected proposer until the contract is awarded to a suitable candidate or withdrawn.

No award of the contract shall be made until the Proposer who has received from the PSO a Notice of Intent to Award has submitted to PSO a performance bond, payment bond, and any and all insurance certificates and such other further documentation as may be required by PSO as a condition precedent to such an award.

A Proposal may be rejected upon the failure of a selected Proposal to provide to PSO in a timely fashion any such required documentation. The PSO, in its sole discretion, reserves the right to reject any and all Proposals and to waive any informality concerning Proposals whenever such rejection or waiver is deemed by the PSO to be in the best interests of the PSO. Likewise, PSO reserves the right to reject the Proposal of any Proposer that has previously failed to perform properly, or to complete on time, contracts of a similar nature; that is not, or does not appear to the satisfaction of PSO, in a position to perform the contract; or that has habitually, and without just cause, neglected the payment of bills or otherwise disregarded its obligations to subcontractors, material men, or employees.

The ability of a Proposer to obtain a performance bond or a payment bond shall not be regarded as the sole test of the competency or responsibility of any Proposer. In the event a selected proposal exceeds the PSO's budget amount from the appropriation, the PSO reserves the right to purchase by negotiation.

## **19. EXECUTION OF WRITTEN CONTRACT**

The Proposer receiving from PSO a Notice of Intent to Award will be required to sign and submit to PSO, within ten (10) days after the issuance of said notice, a written agreement that has been made a part of this request for proposal package and identified as the Agreement (Part IV). Said written agreement will evidence in written form the contract to be made by PSO following award by PSO to the successful Proposer. For Projects involving funds from DEP, EPA, or involving state or federal funds, or a state appropriation, the ten (10) day period will not begin to run until after PSO has received approval of the award by the applicable awarding state/federal agency or DEP and/or EPA, as applicable. The Contract shall be contingent upon the timely provision by the Proposer to PSO of all documentation required by these contract documents, and may be unilaterally terminated by PSO for cause upon the failure of the Proposer to supply said bonds, insurance certificates and other required documentation within the time frames set forth in the Contract Documents.

## **20. PROPOSAL GUARANTY**

The Proposer who is awarded the contract will be required to complete and sign a Proposal Guaranty form attached. The Proposal Guaranty is required regardless of the award amount of the Agreement.

## **21. PERFORMANCE BOND AND PAYMENT BOND**

[X] A Performance Bond and Payment Bond is not required for this Agreement

[ ] A Performance Bond and Payment Bond will be required regardless of the award amount of this Agreement.

[ ] A Performance Bond and Payment Bond will be required on this Agreement only if the amount of award is Two Hundred Thousand Dollars and No Cents (\$200,000.00) or greater.

The Performance Bond shall be issued in a sum equal to one hundred percent (100%) of the total awarded contract amount by a surety company considered satisfactory by PSO and authorized to transact business in the State of Florida, and shall be provided by the successful Proposer for purposes of insuring the faithful performance of the obligations imposed by the resulting contract. The Payment Bond shall be issued in a sum equal to one hundred percent (100%) of the total awarded contract amount by a surety company considered satisfactory by PSO and authorized to transact business in the State of Florida, and shall be provided by the successful Proposer for purposes of protecting PSO from lawsuits for non-payment of debts as might be incurred during the performance by the successful Proposer under such contract. The Performance Bond and Payment Bond forms have been included in the Contract Documents as Exhibits A and B in Part II, and said forms must be properly executed by the surety company and the successful Proposer and submitted to PSO staff within ten (10) days after issuance of Notice of Intent to Recommend Award by the PSO PURCHASING MANAGER. In lieu of the bonds required by this section, the successful Proposer may file with PSO an alternative form of security that shall be in the form of cash, money order, certified check, cashier's check, irrevocable letter of credit, or a security of the type listed in Part II of Chapter 625, Florida Statutes. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bonds required by this section. The determination of the value and acceptability of such alternative forms of security shall be made exclusively by PSO.

## **22. SECURITY FORFEITURE**

If within ten (10) days after the issuance of the Notice of Intent to Recommend Award, the successful Proposer refuses, or otherwise neglects, to execute and deliver the required Agreement, or fails to furnish the required Performance and Payment Bonds, or acceptable alternative forms of security as stipulated herein, or any required insurance certification, the amount of the proposal security provided by said Proposer, whether cash, check, Proposal Guaranty, or some other acceptable form, or any combination of these, may be forfeited, and the Proposer shall be excluded from further consideration for award of the contract. No plea of mistake in the proposal or misunderstanding of the conditions of forfeiture shall be available to the Proposer for the recovery of its security, or as a defense to any action based upon the neglect or refusal to execute the required Agreement, and/or to furnish the required bonds and /or applicable insurance certification.

## **23. LAWS AND REGULATIONS**

All applicable Federal, State, and local laws, ordinances, rules and regulations shall apply to this Agreement throughout, and they will be deemed to be included in the Agreement as though herein written. Florida law will govern all questions concerning implementation and execution of this contract and shall also be controlling in any cause of action brought pursuant to this contract. Venue shall be in Pasco County, Florida or the Middle District of Florida, Tampa Division. Except



as outlined herein, in the event of a dispute, each Party is responsible for their own attorney's fees and costs.

## **24. CONTRACTUAL OBLIGATIONS**

The successful Proposer may not sublet or subcontract any of the contractual obligations concerning this matter except as provided for in the written contract between PSO and the Contractor. This statement does not prohibit subcontracting of the Work but does prohibit subcontracting overall management obligations pertaining to the Work, or any substantial component thereof, and not more than eighty percent (80%) of the Work, as measured against the Contract Price, shall be subcontracted under any circumstances. This limitation on subcontracting shall not apply to any aspect of the Work that involves the supply of equipment or materials alone. The Contractor shall retain ultimate liability for all contractual obligations.

## **25. LACK OF FUNDING**

All funds for payment by the PSO under the resulting contract are subject to the availability of appropriated funds for this purpose to the PSO. In the event sufficient funds are not appropriated for the FARADAY CHAMBER FOR THE FIRST CYBERSECURITY/SAR BUILDING, the PSO will terminate the contract, without termination charge or other liability. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Consultant on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and PSO shall not be obligated under this contract beyond the date of termination.

**END OF SECTION**

## **PART II**

### **CONDITIONS OF THE CONTRACT**

#### **A. GENERAL CONDITIONS**

##### **ARTICLE 1 – CONTRACT DOCUMENTS**

Except for Titles, Subtitles, Headings, Running Headings, Table of Contents, and Indices (all of which are printed herein merely for convenience), the following, except for such portions that may be specifically excluded, constitute the Contract Documents:

##### **1.1 PROPOSAL REQUIREMENTS – INSTRUCTIONS TO PROPOSERS**

##### **1.2 CONDITIONS OF CONTRACT**

**1.3 PROPOSAL** (including documentation accompanying the Proposal and any post- Proposal documentation submitted)

Part III Exhibit A: CONFLICT OF INTEREST DISCLOSURE FORM

##### **1.4 AGREEMENT**

##### **1.5 All Addenda Issued by PSO.**

##### **ARTICLE 2 – CONTRACT DOCUMENTS; INTENT, CONFLICTS, INTERPRETATION AND REUSE**

##### **2.1 Precedence**

**2.1.1** The Contract Documents comprise the entire agreement between PSO and CONTRACTOR concerning the Work and may be altered only by Change Order.

**2.1.2** It is the intent of the Contract Documents to describe the total Work to be completed. The Contract Documents are complementary.

##### **2.2 Insurance of the Contractor**

**2.2.1** During the life of this Agreement, the CONTRACTOR shall provide, pay for, and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of A-, Class 8 or better, authorized to transact business in the State of Florida, and which are satisfactory to PSO. Promptly after the issuance by PSO of the Notice to Selected Proposer of this Agreement, and prior to submission of the Agreement (Part IV) to the SHERIFF for approval and execution, the CONTRACTOR shall provide to PSO evidence of insurance coverage of the types, and in the amounts, required hereunder by submitting executed Certificates of Insurance, the preferred form of which is found in this Part II, Exhibit A.

Each Certificate shall set forth the original manual signature of the authorized representative of the insurance company/companies identified therein and shall have attached thereto proof that said representative is authorized to execute the same. In addition, the CONTRACTOR shall provide certified true and exact copies of all required policies and of endorsements to PSO within sixty (60) days of the issuance by PSO of the Notice to Selected Proposer.

**2.2.2** All policies of insurance mandated by this Agreement shall name PSO as a certificate holder and require that the insurer give PSO thirty (30) days written notice of any cancellation, intent not to renew, or reduction in coverage; and ten (10) days written notice of any non-payment of premium. Such notice shall be delivered by First-Class U.S. Mail to:

Pasco Sheriff's Office  
ATTN: Purchasing Department  
8700 Citizens Drive  
New Port Richey, Florida 34654

In the event of any reduction in the aggregate limit of any policy, the CONTRACTOR shall immediately restore such limit to the amount required herein.

**2.2.3** All insurance coverage provided by the CONTRACTOR shall be primary to any insurance or self-insurance program of PSO applicable to the Work provided for in this Agreement.

**2.2.4** Receipt by PSO of any Certificate of Insurance or copy of any policy evidencing the insurance coverage and limits required by the Contract Documents does not constitute approval or agreement by PSO that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Contract Documents.

**2.2.5** No work for PSO shall commence, nor occupancy by the CONTRACTOR of any of its property take place, until the required Bonds, Certificates of Insurance, and copies of the associated policies, if requested, are received by PSO, even if the Contract Time has commenced.

**2.2.6** The insurance coverage and limits required of the CONTRACTOR under the Contract Documents are designed to meet the minimum requirements of PSO. They are not designed as a recommended insurance program for the CONTRACTOR. The CONTRACTOR shall be responsible for the sufficiency of its own insurance program. Should the CONTRACTOR have any questions concerning its exposures to loss under the Contract Documents or the insurance coverage needed therefore, it should seek professional assistance.

**2.2.7** If the insurance coverage initially provided by the CONTRACTOR is to expire prior to completion of the Work, renewal Certificates of Insurance shall be furnished to PSO thirty (30) days prior to expiration of current coverage.

**2.2.8** Should the CONTRACTOR fail to maintain any of the insurance coverage required by the Contract Documents, PSO may, at its sole option, either terminate this Agreement for default, or procure and pay for such coverage, charging the CONTRACTOR for, and deducting the costs of, the same from payments due the CONTRACTOR. A decision by PSO to procure and pay for such insurance coverage shall not operate as a waiver of any of its rights under the Contract Documents.

**2.2.9** In addition to being listed as a certificate holder, all liability insurance policies obtained by the CONTRACTOR to meet the requirements of the Contract Documents, other than the Worker's Compensation and Employer's Liability Policy, shall provide that the PSO, the Sheriff, and its employees and agents, shall be "additional insureds" under the Policy and shall also incorporate a Severability of Interest provision. All insurance coverage provided under this Section shall apply to all the activities of the CONTRACTOR under the Contract Documents without regard for the location of such activity.

**2.2.10 Coverage.** Amounts and type of insurance shall conform to the following minimum requirements with the use of current Insurance Service Office forms and endorsements or their equivalent.

**2.2.10.1 Worker's Compensation and Employer's Liability Insurance.** The CONTRACTOR shall maintain coverage for all employees engaged in the Work, in accordance with the laws of the State of Florida. The CONTRACTOR also agrees to waive its right of subrogation as part of this coverage. The amount of each insurance shall not be less than:

a. Workers' Compensation	Florida Statutory Requirements
b. Employer's Liability	\$100,000.00 Limit Each Accident
	\$500,000.00 Limit Disease Aggregate
	\$100,000.00 Limit Disease Each Employee

**2.2.10.2 Commercial General Liability Insurance.** Coverage shall include, but not limited to, liability arising from the Premises, operations, independent contractors, products, completed operations, personal and advertising injury. Contractual coverage for this Contract, including any hold harmless and/or indemnification agreement(s), shall be provided on an ISO form CG 0001 or its equivalent. Limits of coverage shall not be less than the following on a per occurrence basis:

General Aggregate	\$2,000,000.00
Products – Completed Operations Aggregate	\$2,000,000.00

Personal and Advertising Injury	\$500,000.00
Each Occurrence	\$2,000,000.00
Fire Damage (Any One Fire)	\$50,000.00
Specific Contract Aggregate Limits	\$ (same as above)

a. The Aggregate Limits shall be separately applicable through the use of the endorsement attached hereto as Exhibit D or its equivalent according to the PSO.

b. If the General Liability Insurance required herein is issued or renewed on a “claims made” form, as opposed to the occurrence” form, the retroactive date for coverage shall be no later than the date the Contract Time commences and shall provide that in the event of cancellation or nonrenewal the discovery period for insurance claims (Tail Coverage) shall be extended for three (3) years beyond the completion and acceptance date of the Project under this Contract.

**2.2.10.3 Business Automobile Liability Insurance.** Coverage shall be maintained by the CONTRACTOR as to ownership, maintenance, and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

a. Bodily Injury & Property Damage Liability:

\$1,000,000.00 Combined Single Limit Each Accident

**2.2.10.4 Certificates of Insurance.** Certificates of Insurance evincing the insurance coverage required by this Agreement shall be filed with the PSO Purchasing Department within ten (10) days of the Notice of intent to award. The required Certificates of Insurance shall name the types of policies provided, and shall refer specifically to this Contract.

**2.3 Untimely Submission.** The failure of the CONTRACTOR to submit the required Certificates of Insurance within the times required by these Articles may result in a delay in issuing the Award. The parties specifically agree that such a delay is neither excusable nor compensable and will not entitle the CONTRACTOR to a change in the Contract Price or Time. The PSO also reserves the right to reject the CONTRACTOR’s Proposal and to award the contract to the next selected Proposer if the required documents are not received within the timeframe specified herein.

## **2.4 Indemnification**

**2.4.1** The CONTRACTOR shall indemnify and hold harmless the PSO, the Sheriff of Pasco County, and the employees and agents of PSO from, and against, all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to

attorneys' fees, arising out of, or resulting from, the performance of the Work, provided that any such liability, claim, suit, demand, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and (b) is caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct 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 in the performance of the Contract.

**2.4.2** In any and all claims against PSO, the Sheriff of Pasco County, or against any of the agents or employees of PSO, 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.

**2.4.3** The CONTRACTOR shall indemnify and hold harmless the PSO and anyone directly or indirectly employed by the PSO from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others, and shall defend all such claims in connection with any alleged infringement of such rights.

**2.4.4** The CONTRACTOR shall, at the option of PSO, underwrite on an interim basis all expenses associated with the legal defense of the PSO, pending the outcome of any litigation through appeal, with respect to any liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, for which the CONTRACTOR may be liable to PSO, in whole or in part, pursuant to the above, irrespective of whether said liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, may ultimately be found by a court of law to have been caused, in whole or in part, by the negligence or other fault of PSO. In discharging this duty to PSO, the CONTRACTOR shall strictly account to PSO on a monthly basis for all expenditures so incurred. Upon the conclusion of any litigation through appeal, to the extent that the CONTRACTOR has been found less than fully liable for any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, PSO shall reimburse the CONTRACTOR for that portion of the reasonable costs of underwriting the legal defense of PSO.

**2.4.5** With respect to, and in consideration for, the indemnifications provided herein by the CONTRACTOR, as well as the duty of the CONTRACTOR, at the option of PSO, to underwrite the legal defense of PSO pending the outcome of any litigation through appeal, PSO agrees to pay to the CONTRACTOR as a, separate consideration, the sum of \$100.00, the sufficiency and receipt of which is hereby acknowledged.

**2.4.6** Notwithstanding any language to the contrary which may be contained herein, the ultimate duty of the CONTRACTOR to indemnify and hold PSO harmless shall be limited to the extent that any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, are caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the contract.

### **ARTICLE 3 – RESPONSIBILITIES OF THE CONTRACTOR**

**3.1 Supervision.** The CONTRACTOR shall supervise and direct the Work efficiently and with its best skill and attention. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of installation unless specifically addressed in the Contract Documents. The CONTRACTOR shall be responsible for seeing that the finished Work complies accurately with the Contract Documents. The CONTRACTOR shall cooperate with and be responsible for coordination of the Work with other contractors and/or utilities at the Site in accordance with the Specifications, if applicable. The CONTRACTOR shall attend meetings as requested by the PROJECT MANAGER.

**3.2 Labor, Materials, and Equipment.** The CONTRACTOR shall provide and pay for competent, suitable, qualified personnel to layout the Work and perform installation as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order on the Site.

**3.2.1** The CONTRACTOR shall furnish and pay for all materials, equipment, labor, transportation, installation equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, and all other facilities and incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the Contract Documents.

**3.2.2** 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.

**3.2.3** All materials and equipment shall meet or exceed contract specifications and, except as may otherwise be provided in the Contract Documents, shall be new and of good quality. When requested by the PROJECT MANAGER, the CONTRACTOR shall furnish promptly a statement of the origin, compositions, and manufacture of any and all materials to be used in the installation of the Work, together with samples that may be subjected to the tests provided for in the Specifications, to determine their quality and fitness for the Work. The CONTRACTOR shall further promptly supply, at the request of the PROJECT MANAGER, certification from the supplier of any material to be incorporated into the Work that said material meets or exceeds the Specifications.

**3.2.4** At any time during the course of the CONTRACT, with respect to any and all materials and equipment to be used in the installation of the Work, the PROJECT

MANAGER may request, and upon such request the CONTRACTOR shall furnish in form and substance satisfactory to the PROJECT MANAGER within ten (10) days, documentation which provides reasonable assurances to PSO that the CONTRACTOR will be able to furnish said materials and equipment, all of proper quality and quantity in a timely manner. Any and all risk of fluctuation in the market price of materials or equipment, or the availability thereof, shall remain at all times the sole responsibility of the CONTRACTOR.

**3.3 Substitute Materials or Equipment.** In the event the CONTRACTOR notifies the PROJECT MANAGER that certain materials or equipment described in the CONTRACT cannot be procured by the CONTRACTOR for the project, or should the DIRECTOR, upon the recommendation of the PROJECT MANAGER, find to be inadequate the documentation submitted by the CONTRACTOR in response to a request for reasonable assurances of ability to furnish the materials or equipment as described above, PSO may, as its option:

- a. Waive any specification with respect to said materials or equipment, authorize acceptable substitute materials or equipment, and make an appropriate adjustment to the amounts due the CONTRACTOR for the cost of said materials or equipment, including labor, and other expenses associated with the change; or
- b. Procure the materials or equipment itself and charge the actual cost thereof, including labor and other incidental expenses incurred by the PSO, to the CONTRACTOR by deducting said costs and expenses from amounts otherwise due the CONTRACTOR.

Approval of any change in costs or schedule as a result of tentative acceptance of the substitute by the DIRECTOR, based on the recommendation of the PROJECT MANAGER, shall be by Change Order.

### **3.4 Concerning Subcontractors**

**3.4.1** The CONTRACTOR may not subcontract overall management obligations pertaining to the Work, or any substantial component thereof, and not more than eighty percent (80%) of the Work shall be subcontracted under any circumstances. This limitation on subcontracting shall not apply to any aspect of the Work that involves the supply of equipment or materials alone. The CONTRACTOR shall retain ultimate liability for all contractual obligations under the Contract Documents. The CONTRACTOR shall further be fully responsible for all acts and omissions of 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 the CONTRACTOR had employed them. Nothing in the Contract Documents shall create any contractual relationship between any SUBCONTRACTOR and PSO or any obligation on the part of PSO to pay or to see to the payment of any monies due any SUBCONTRACTOR, except as may otherwise be required by law. PSO may furnish to any SUBCONTRACTOR, to the extent practicable, evidence of amounts paid to the CONTRACTOR for specific Work done.



**3.4.2** Any divisions and sections of the Specifications 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.

**3.4.3** The CONTRACTOR agrees to bind specifically every SUBCONTRACTOR, by way of an appropriate written agreement, to the applicable terms and conditions of the Contract Documents, including but not limited to the General Conditions, Special Conditions, and Technical Specifications, for the benefit of PSO .

**3.4.4** 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 cause by fire or other perils covered by insurance, except such rights as they may have to proceeds of such insurance held by PSO as trustee. The CONTRACTOR shall pay each SUBCONTRACTOR an appropriate amount determined by value of Work, of any insurance monies received by the CONTRACTOR under this insurance.

**3.4.5 PSO as Intended Beneficiary of Subcontracts.** PSO shall be an intended substantial beneficiary of the written agreements between the CONTRACTOR and its SUBCONTRACTORS.

**3.5 Patent Fees and Royalties.** The CONTRACTOR shall pay all license fees and royalties and shall 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.

**3.6 Permits.** PSO shall be responsible for all costs of permits and relating permitting fees. The CONTRACTOR shall apply for and obtain all required permits and licenses. CONTRACTOR is responsible for all inspection fees, and all public utility charges that are applicable and necessary for the execution of the Work as listed in the Construction Documents at the time of its Proposal. 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.

**3.6.1.** PSO and CONTRACTOR may agree to utilize a private provider to complete permitting and inspections.

**3.7 Laws and Regulations.** The CONTRACTOR shall give all notice and comply with all laws, ordinances, rules, and regulations applicable to the Work. If the CONTRACTOR observes that any of the Contract Documents are contradictory to such laws, rules, and regulations, the CONTRACTOR will notify the PROJECT manager promptly in writing. An appropriate Change Order shall then be used to institute any necessary changes. If the CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules and regulations and without such notice to the PROJECT MANAGER, the CONTRACTOR shall bear all related costs.

**3.7.1 LAW COMPLIANCE.** Each party will comply with all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the CONTRACTOR verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. PSO will consider the employment of unauthorized aliens by any CONTRACTOR during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Agreement by PSO.

**3.8 Use of Premises.** The CONTRACTOR shall confine its equipment, the storage of materials and equipment, and the operations of its workers to the area permitted by law, ordinances, permits, or the requirements of the Contract Documents. The CONTRACTOR shall not unreasonably encumber the Site with materials and equipment. Any loss or damage to the materials or equipment of the CONTRACTOR or of any SUBCONTRACTOR shall be solely at the risk of the CONTRACTOR.

**3.8.1** The CONTRACTOR shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. The CONTRACTOR shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

**3.8.2** PSO shall retain ownership of any usable material on the Premises such as fill, millings, etc. unless otherwise specified by PSO at the pre-installation meeting.

### **3.10 Safety and Protection**

**3.10.1** The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work and for maintaining the Project Site in a safe and good order (during the term of the Agreement. The CONTRACTOR shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury, or loss to:

- a.** All employees on the Work and other persons who may be affected by it;
- b.** All the Work and all materials or equipment to be incorporated, whether in storage on or off the Site. The CONTRACTOR shall assume all risk of loss for stored equipment or materials, irrespective of whether the CONTRACTOR has transferred the title of the stored equipment or materials to PSO; and
- c.** 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 installation.

**3.11 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, and then only if time or circumstances do not permit such special instructions or authorization, is obligated to prevent or mitigate threatened damage, injury, or

loss. The CONTRACTOR shall 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, an otherwise untimely claim for a Change Order is permissible and may be submitted in accordance with the procedures set forth herein.

**3.11.1** 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 installation of the Project, and shall file a written report on such person(s) and any other events resulting in property damage of any amount within five (5) days of the occurrence of each such event.

**3.11.2** The PROJECT MANAGER upon learning of an emergency situation threatening the safety of persons or the integrity of property shall immediately report the circumstances to the DIRECTOR. If the DIRECTOR is unavailable to provide direction, or if the circumstances do not allow the PROJECT MANAGER a reasonable opportunity to seek guidance from the DIRECTOR, the PROJECT MANAGER may direct the CONTRACTOR to call out Work crews, equipment and materials to prevent threatened damage, injury or loss. The CONTRACTOR shall be obligated to comply with any directions issued by the PROJECT MANAGER when the PROJECT MANAGER has determined that an emergency situation exists. If the CONTRACTOR believes the emergency resulted in additional Work, an otherwise untimely claim for Change Order is permissible and may be submitted in accordance with the procedures set forth herein.

**3.13 Cleaning Up.** The CONTRACTOR shall maintain the Site free from accumulations of waste materials, rubbish, and other debris resulting from the Work on a daily basis. At the completion of the Work, the CONTRACTOR shall remove all waste materials, rubbish, and debris from the Site as well as all tools, installation equipment and machinery, and surplus materials and will leave the Site clean and ready for occupancy by PSO. In addition to any other rights available PSO under the Contract Documents, the failure of the CONTRACTOR to maintain the Site may result in the withholding by PSO of any amounts due CONTRACTOR. PSO also reserves the right, upon the CONTRACTOR'S failure to perform clean-up activities, after written notice, to use its own forces or a third party contractor and to delete the costs incurred from any amount due the CONTRACTOR. The CONTRACTOR will restore to original condition those portions of the Site not designated for alteration by the Contract Documents as part of its obligations under the Contract.

## **ARTICLE 4 – WORK BY OTHERS**

**4.1** PSO may perform additional Work related to the Project with its own forces or may carry out such Work through direct contract with third-party contractors. The CONTRACTOR shall provide any third-party contractors, including, but not limited to, the employees, agents, subcontractors, and suppliers of such third-party contractors (or of the forces of PSO) performing the additional Work, reasonable opportunity for the introduction and storage of materials and equipment, and for the execution of work, and shall properly connect and coordinate its Work with theirs. The CONTRACTOR is not entitled to exclusive use of the Site. PSO reserves the

right to accept or reject Work related to the Project based on the quality of Work performed by the CONTRACTOR or its SUBCONTRACTORS.

**4.2** If any part of the Work of the CONTRACTOR depends (for proper execution or results) upon the work of any such third-party contractor (or of PSO), the CONTRACTOR will inspect and promptly report to the PROJECT MANAGER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results with respect to the Work. The failure of the CONTRACTOR to so report shall constitute an acceptance of the other work, except as to defects and deficiencies that may appear in the other work after the execution of its Work. The CONTRACTOR shall be entitled to extension of time, but not to damages or additional compensation from PSO related to delay, whether caused by such third-party contractors, or PSO, absent fraud, bad faith, or active interference by PSO which is accompanied by an actual malicious intent on the part of PSO to cause delay.

**4.3** The CONTRACTOR will do all cutting, fitting, and patching of its Work that may be required to make its several parts come together properly, and fit it to receive or be received by such third-party work. The CONTRACTOR will not endanger any work of others by cutting, excavating, or otherwise altering such other work and will only cut or alter such other work with the written consent of the PROJECT MANAGER, and only if such alteration will not increase the Contract Price or Contract Time.

**4.4** If the performance of additional work by third-party contractors or PSO is not noted in the Contract Documents prior to the execution of the Agreement, written notice shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by PSO or others involves additional expense or entitles it to an extension of the Contract Time, the CONTRACTOR may make a claim as outlined in these documents.

## **ARTICLE 5 - RESPONSIBILITIES OF PSO**

**5.1** PSO shall issue all communications to the CONTRACTOR through the PROJECT MANAGER, except for authorization required by Change Order pursuant to the Contract Documents.

**5.2** PSO shall furnish the data required under the Contract Documents and shall make payments to the CONTRACTOR when due as outlined in these documents.

**5.3** The responsibilities of PSO for providing lands, easements, and engineering surveys to establish reference points are set forth as outlined in these documents.

## **ARTICLE 6 – CHANGES IN THE WORK**

**6.1** Without invalidating the Agreement, PSO may from time to time, order additions, deletions, or revisions in the Work. The CONTRACTOR shall promptly submit a written proposal for the changed work prepared in accordance with the requirements outlined in these documents. If the proposal request calls only for the deletion of Work, the PROJECT MANAGER, with the

consent of the DIRECTOR, may order the partial suspension of any Work related to the proposed deletion, in which case the CONTRACTOR must cease performance as directed; the CONTRACTOR shall not be entitled to additional compensation or an increase in the Contract Time as a result of the suspension. The CONTRACTOR shall not be entitled to claim lost profits on deleted work. All changed Work shall be executed under the applicable conditions of the Contract Documents.

**6.2** Additional Work performed by the CONTRACTOR without authorization, as represented by a properly executed Change Order approved by the SHERIFF or his designee, as specified herein, will not entitle the CONTRACTOR to an increase in the Contract Price or to an extension of the Contract Time, except in the case of a bona fide emergency as provided herein. No other employee or representative of PSO including, but not limited to, the PROJECT MANAGER and the DIRECTOR, has the authority to approve a Change Order on behalf of PSO. **The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.**

**6.3** Upon agreement between the PROJECT MANAGER and the CONTRACTOR as to changes in the Work to be performed, subject to consent of the DIRECTOR, or with respect to a claim by the CONTRACTOR for Work performed in an emergency as provided herein, the CONTRACTOR will prepare a written Change Order to be signed and submitted to the PROJECT MANAGER for transmission by the DIRECTOR to the SHERIFF for approval.

**6.4** In the absence of agreement between the PROJECT MANAGER and the CONTRACTOR or consent of the DIRECTOR as provided in paragraph 6.3, PSO may, in its sole discretion, issue a unilateral Change Order to the CONTRACTOR. Pricing of the unilateral Change Order will be in accordance with this Agreement. The Change Order will specify a price, and if applicable, a time extension determined to be reasonable by PSO. If the CONTRACTOR fails to sign said Change Order, the CONTRACTOR shall nevertheless be obligated to fully perform the work as directed by the Change Order.

**6.5** Should the CONTRACTOR make a claim for an increase in Contract Time or an increase in Contract Price, then upon the request of the PROJECT MANAGER, the claim shall be accompanied by an affidavit stating that:

- a. The claim is made in good faith;
- b. The supporting data have been thoroughly reviewed by the CONTRACTOR and are accurate and complete to the best knowledge and belief of the CONTRACTOR; and
- c. The amount requested accurately reflects the contract adjustment for which the CONTRACTOR believes PSO is liable.

Absent such affidavit, if requested by the PROJECT MANAGER, the claim will not be considered. Submission of the affidavit shall be a condition precedent to the commencement by the CONTRACTOR of any action at law or in equity against PSO.

**6.6** If PSO determines the CONTRACTOR has submitted a baseless, frivolous, unsupported, exaggerated, or otherwise spurious request for a Change Order or Claim, PSO shall deduct from any amounts due the CONTRACTOR the costs incurred by PSO in reviewing and responding to that Change Order request or Claim. Deductible costs include, but are not limited to, any costs incurred by PSO to review and respond to the requested Change Order or Claim.

**6.7** The CONTRACTOR shall proceed diligently with performance of the Work as directed by PSO, regardless of pending claims or actions, unless otherwise agreed to in writing.

## **ARTICLE 7 – CHANGE OF CONTRACT PRICE**

### **7.1 The Contract Price**

**7.1.1** The Contract Price is as defined in Article II. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR shall be at its expense without change in the Contract Price.

**7.1.2** The Contract Price represents the total compensation to which the CONTRACTOR may be entitled under the terms of these Contract Documents, which Contract Price is based upon the estimated quantities of items listed therein or a lump sum price. The actual total compensation paid to the CONTRACTOR for the Work described in these Contract Documents may vary due to:

- a. Adjustments in pay quantity/quantities resulting from changes in item quantity/quantities; and/or
- b. Adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents.

**7.1.3** The Contract Price may only be increased or decreased by a written Change Order. Any claim for an increase shall be in writing and delivered to the PROJECT MANAGER within seven (7) days of the first occurrence of the circumstances necessitating an increase. Written supporting data will be submitted to the PROJECT MANAGER within fifteen (15) days after said occurrence, unless the DIRECTOR, in his absolute discretion, allows additional time.

**7.1.4** If Parties are unable to agree on a price for the changed Work, PSO shall establish a reasonable price for the same in accordance with these Articles. PSO shall then process a unilateral Change Order, specifying the said reasonable price, in accordance with paragraph 6.5. The CONTRACTOR shall perform the Work as directed in the Change Order.

**7.1.5** Failure on the part of the CONTRACTOR to construct any item to plan, or in conformity with authorized dimensions and within the specification tolerances set forth herein, shall result in:

- a. Reinstallation to acceptable tolerances, at no additional cost to PSO;
- b. Acceptance at no pay; or
- c. Acceptance at reduced final pay quantity or reduced unit price, all at the discretion of PSO.

PSO shall make determinations of the aggregate monetary change for items identified as lump sum quantities based upon an analysis of the score of the failure of the CONTRACTOR to construct to plan or in conformity with authorized dimensions and within applicable specification tolerances.

## **7.2 Cost of Work**

**7.2.1** The term “Cost of Work”, when used in connection with Change Orders, means the costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Change Order Work. Except as may be agreed to in writing by the PROJECT MANAGER, such costs shall be in amounts no higher than those prevailing in the relevant market for substantially similar work associated with projects akin to the Project, and shall be limited to the following categories:

- a. Actual cost of Labor (payroll, taxes, fringe benefits, worker’s compensation, health and retirement benefits, sick leave) to perform change order work;
- b. Owned Equipment (at lowest applicable equipment rate manual rate);
- c. Rented Equipment (at actual rental rates);
- d. Materials;
- e. Costs of SUBCONTRACTOR; and
- f. Extra Bonds, if applicable, and Insurance.

**7.2.2** The CONTRACTOR shall require all SUBCONTRACTORS and suppliers to comply with all requirements of, and provide itemizations of, all claims in accordance with these Articles.

**7.2.3** The term “Cost of the Work”, when used in connection with Change Orders, shall not include any of the following:

- a. Payroll costs and other compensation of the officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, job superintendents, Project managers, and clerks of the CONTRACTOR, and all personnel employed by the CONTRACTOR, whether at

the Site, at the principal office of the CONTRACTOR, at a branch office of the CONTRACTOR, or elsewhere, for general administration of the Change Order Work and not specifically included in the agreed-upon schedule of job classifications, all of which are to be considered administrative costs covered by the Fee of the CONTRACTOR;

- b. Extraordinary fringe benefits not specifically identified in Article 7.2;
- c. Expenses of the principal and branch offices of the CONTRACTOR, other than the office of the CONTRACTOR at the Site;
- d. Field overhead costs, including, but not limited to, the cost on-site temporary facilities and the on-site supervision provided by the CONTRACTOR; compensation for these costs will be considered only if the Final Completion date is extended by a Change Order or Allowance Authorization Release.
- e. Any part of the capital expenses of the CONTRACTOR, including interest on the capital used by the CONTRACTOR for the Change Order Work and charges against the CONTRACTOR for delinquent payments;
- f. Cost of premiums for all bonds and insurance, whether or not the CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional bonds and insurance required because of changes in the Work).
- g. Costs due to the negligence of the CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and correcting for any damage to property;
- h. All overhead or general expense costs of any kind (other than as provided in Article 7.3).

**7.3 Non-Recoverable Items.** Notwithstanding any other provision of the Contract Documents, the parties agree that for any claim filed by the CONTRACTOR on this Project, whether on account of delay, acceleration, and breach of contract or otherwise, PSO will not have any liability for the following items of damage or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including but not limited to, loss of bonding capacity; loss of opportunities; loss of credit standing; cost of financing; interest paid; loss of other Project or insolvency;



4. Acceleration costs and expenses, except where PSO has expressly and specifically directed the CONTRACTOR in writing “to accelerate at PSO’s expense”; and/or

5. Attorney fees, claims preparation expenses and costs of litigation.

## **ARTICLE 8 – WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK**

**8.1 Warranty and Guarantee.** The CONTRACTOR warrants and guarantees to PSO that all materials and requirements 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, and in accordance with the requirements of the Contract Documents and any inspections, tests, or approvals referred to in this Article for a minimum period of one year following the date of Final Acceptance. To the extent the Work may be required in order to achieve and maintain compliance with any permit issued by any federal or state authority (e.g., mitigation planting required as a condition of a permit by the Southwest Florida Water Management District) and no written final approval by said authority has been received within one year following Final Acceptance, the CONTRACTOR shall warrant and guarantee that portion of the Work beyond one (1) year and until such time as written final approval has been issued by the applicable authority. All unsatisfactory Work, all faulty Work, and all Work not conforming to the requirements of the Contract Documents, or to such inspections, tests, approvals, or to any and all applicable building, installation and safety requirements, shall be considered defective. The PROJECT MANAGER shall give notice of all defects to the CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article.

**8.2 Stop Work.** When Work is defective, or when the CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or to make prompt payments to SUBCONTRACTORS for labor, materials, or equipment, or if the CONTRACTOR violates any provision of these Contract Documents, the DIRECTOR may order the CONTRACTOR to stop the Work until the cause for such order has been eliminated. However, this right of the DIRECTOR to stop the Work shall not give rise to any duty on the part of the DIRECTOR to exercise this right for the benefit of the CONTRACTOR or any other party. The CONTRACTOR shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order issued under this paragraph.

### **8.3 Correction or Removal of Defective Work**

**8.3.1** When directed by PSO or its PROJECT MANAGER, the CONTRACTOR shall promptly, without cost to PSO and as specified by PSO or its PROJECT MANAGER, either correct the defective Work whether fabricated, installed, or completed, or remove it from the Site and replace it with non-defective Work. If the CONTRACTOR does not correct such defective Work or remove and replace such defective Work within a reasonable time, all as specified in a written notice from PSO or its PROJECT MANAGER, PSO may have the deficiency corrected. All direct and indirect costs of

such correction shall be paid by the CONTRACTOR or deducted from payment to CONTRACTOR. The CONTRACTOR will also bear the expense of correcting, or removing and replacing all Work of others destroyed or damaged by the correction, removal, or replacement of the defective Work.

**8.3.2** After approval of final payment, and prior to the expiration of one (1) year after the date of Final Completion, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract documents, if any Work is found to be defective, incomplete, or otherwise not in accordance with the Contract Documents, the CONTRACTOR shall promptly, without cost to PSO and in accordance with the written instructions of PSO, either correct such defective Work, or if it has been rejected by PSO, remove it from the Site and replace it with non-defective Work. If the CONTRACTOR does not promptly comply with the terms of such instructions, PSO may have the defective Work corrected, removed, or replaced. The CONTRACTOR will pay all direct and indirect costs of such action.

**8.4 Acceptance of Defective Work.** If, instead of requiring the correction, or the removal and replacement, of defective Work, the PSO prefers to accept it, PSO may do so, in their sole discretion. In such case, if acceptance occurs prior to approval of final payment, a Change Order incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price, shall be issued. If the acceptance occurs after approval of final payment, the CONTRACTOR shall pay to PSO an appropriate sum to compensate for the defect in the Work.

## **8.5 Neglected Work by Contractor**

**8.5.1** If the CONTRACTOR neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the PROJECT MANAGER may direct the CONTRACTOR to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen, and/or equipment, and working extended hours and additional days, all at no cost to PSO, in order to put the Project back on schedule. If the CONTRACTOR fails to correct the deficiency or take appropriate corrective action, PSO may terminate the Contract or the right of the CONTRACTOR to proceed with that portion of Work and may have the Work done by others. The cost of completion under such procedure shall be charged against the CONTRACTOR. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to PSO.

**8.5.2** When the CONTRACTOR is more than ten percent (10%) behind schedule, based on the approved Project Schedule, the PROJECT MANAGER may deduct from any progress payment to the CONTRACTOR a sum equal to the liquidated damages for the number of days behind schedule. Additional withholding may be made if the PROJECT MANAGER determines the Work cannot be completed for the unpaid balance of the Contract Price.

**8.5.3** Should the CONTRACTOR work weekends or holidays to regain the schedule, all costs to PSO of associated inspections, and/or management shall be identified to the CONTRACTOR, and the Contract Price shall be reduced by a like amount via Change Order.

## **ARTICLE 9 – PAYMENT AND COMPLETION**

**9.1 Continuing Obligation of the CONTRACTOR.** The obligation of the CONTRACTOR to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. The approval by PSO of any progress payment or Final Payment, the issuance of a Certificate of Substantial Completion, any payment by PSO to the CONTRACTOR under the Contract Documents, any use or occupancy of the Project or any part thereof by PSO (with or without issuance of a Certificate of Beneficial Occupancy), the issuance of a Certificate of Final Completion, the occurrence or absence of any act of acceptance by PSO, or any correction of defective Work by PSO shall not constitute, or be deemed or construed to constitute, an acceptance of Work not in accordance with the Contract Documents, as amended by any properly executed Change Order(s) issued during the term of the Contract.

**9.2 Waiver of Claims.** The making of an Application for Final Payment, or acceptance of Final Payment, shall constitute an absolute waiver of any and all claims by the CONTRACTOR against PSO, except for those previously submitted in writing in accordance with the Contract Documents.

**9.3 Liquidated Damages.** When the CONTRACTOR is in default for nonperformance within the stipulated Contract Time, including any intermediate Milestone Dates, the PROJECT MANAGER will notify the CONTRACTOR in writing within thirty (30) days after the intermediate Milestone Date, Substantial Completion Date, or Final Completion Date, and shall deduct the daily liquidated damages in the amount stated in the Contract Documents from any monies due the CONTRACTOR. The DIRECTOR, however, retains discretion to recommend to the SHERIFF or his designee that any portion or all of the liquidated damages be waived in order to advance the best interests of PSO. The deduction of liquidated damages shall be in addition to any retainage withheld. Any failure of PSO to provide written notice to the CONTRACTOR within the applicable thirty (30) day period of its intent to assess liquidated damages shall not constitute a waiver of the right of PSO to liquidated damages, or otherwise relieve the CONTRACTOR of liability for liquidated damages.

## **ARTICLE 10 – SUSPENSION OF WORK AND TERMINATION**

**10.1 Suspension of Work.** The DIRECTOR may, at any time, suspend the Work or any portion thereof for a continuous period of not more than ninety (90) days by issuing to the CONTRACTOR a Notice of Suspension. The PROJECT MANAGER, with the consent of the DIRECTOR, shall fix the date on which Work shall be resumed, and the CONTRACTOR shall resume the Work on the date so fixed. The CONTRACTOR shall be allowed an extension of the Contract Time, if directly attributable to any such suspension, as the sole compensation and

remedy for the suspension. The CONTRACTOR shall, under no circumstances, be entitled to any damages or additional compensation for any such suspensions.

## **10.2 Termination of Work**

**10.2.1** If the CONTRACTOR is adjudged bankrupt or insolvent, if it makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for it or for any of its property, if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, if it repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or make prompt payments to SUBCONTRACTORS, or prompt payments for labor, materials, or equipment; if it disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction; if it fails to submit the bonds, if applicable, and Certificates of Insurance within the times required; or if it otherwise materially violates any provisions of the Contract Documents, then SHERIFF or his designee may, without prejudice to any other right or remedy and after giving the CONTRACTOR seven (7) days written notice, terminate the services of the CONTRACTOR. Upon termination, PSO shall take possession of the Project, and may take possession of all materials, equipment, tools, installation equipment, and machinery thereon owned by the CONTRACTOR, and may finish the Work by whatever method it may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the direct and indirect cost of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such cost exceeds the unpaid balance, the CONTRACTOR shall pay the difference to PSO. Such cost incurred by PSO shall be incorporated in a Change Order. If, after the issuance of Notice of Termination of this Agreement, it is determined for any reason that the CONTRACT was not in default, or that its default was excusable, or PSO was not entitled to the remedy against CONTRACTOR provided herein, the termination will be deemed to be a termination for convenience pursuant to paragraph 10.2.3, and the remedies of the CONTRACTOR against PSO shall be the same as, and limited to, those afforded under said paragraph.

**10.2.2** Where the services of the CONTRACTOR have been so terminated pursuant to paragraph 10.2.1 by PSO, said termination shall not affect any rights of PSO against the CONTRACTOR then existing, or which may thereafter accrue. Any retention or payment of monies by PSO due the CONTRACTOR will not release the CONTRACTOR from any liability whatsoever.

### **10.2.3 Termination for Convenience**

**10.2.3.1** In return for good and valuable consideration in the amount of \$100.00, the receipt of which is acknowledged by the CONTRACTOR, PSO may terminate the required performance of Work by the CONTRACTOR under this Agreement, in whole or in part, whenever PSO shall determine that such complete or partial termination is in the best interest of PSO. Any such termination shall be effected by delivery to the CONTRACTOR of a Notice of Termination for Convenience,

specifying the extent to which the performance of Work under the Agreement shall be terminated, and the date upon which such termination shall be effective.

**10.2.3.2** After receipt of a Notice of Termination for Convenience, and except as otherwise directed by PSO, the CONTRACTOR shall:

- a. Stop Work under this Agreement on the date, and to the extent, specified in the Notice of Termination for Convenience;
- b. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for the full and proper completion of that portion of the Work under this Agreement not to be terminated;
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination for Convenience;
- d. In the sole and absolute discretion of PSO, the CONTRACTOR shall either:
  - i. Assign to PSO, in the manner, at the time, and to the extent directed by the PROJECT MANAGER, with the consent of the DIRECTOR, all of the right, title, and interest of the CONTRACTOR under some or all of the orders and subcontracts so terminated; or
  - ii. Settle all outstanding liabilities and all claims arising out of such termination of unassigned orders and subcontracts.
- e. Transfer title and deliver to PSO, in the manner, at the times and to the extent, if any, directed by the PROJECT MANAGER, with the consent of the DIRECTOR, the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the Notice of Termination for Convenience.
- f. Complete performance of that part of the Work not terminated by the Notice of Termination for Convenience.
- g. Take all such action as may be necessary or prudent, or as PSO may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the CONTRACTOR and in which PSO has, or may acquire, an interest.

**10.2.3.3** After the receipt of a Notice of Termination for Convenience, the CONTRACTOR shall submit to PSO its termination claim. Such claim shall be

submitted promptly, but in no event later than four (4) months from the effective date of termination, unless one or more extensions in writing are granted by the DIRECTOR in his absolute discretion. No claim will be allowed for machinery and equipment rental expense incurred after the effective date of the Notice of Termination for Convenience. Upon the failure of the CONTRACTOR to submit its termination claim within the time allowed, PSO shall determine, on the basis of information available to it, the amount, if any, due to the CONTRACTOR by reason of the Termination for Convenience.

**10.2.3.4** The CONTRACTOR and PSO may agree upon the whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the complete or partial Termination for Convenience, which amount or amounts may include a reasonable allowance for profit on Work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract Price as reduced by the amount of payments otherwise made, and as further reduced by the Contract Price of Work not terminated. The Agreement shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount.

**10.2.3.5** In the event of the failure of the CONTRACTOR and PSO to agree, as provided in paragraph 10.2.3.4, on the whole amounts to be paid to the CONTRACTOR by reason of any Termination for Convenience, PSO shall determine, on the basis of information available to it, with respect to all Work performed prior to the effective date of the Notice of Termination for Convenience, the total (without duplication of any items) cost of such work and a sum, as profit, equal to seven (7) percent of said cost of the Work; provided, however, that if it appears that the CONTRACTOR would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed, and an appropriate adjustment shall be made, reducing the amount of the settlement to reflect the indicated rate of loss. In no event will the CONTRACTOR be entitled to recover any anticipated or lost profit.

**10.2.3.6** The total sum to be paid to the CONTRACTOR shall not exceed the total Contract Price, as reduced by the amount of payment otherwise made, and as further reduced by the Contract Price of Work not terminated. Except for normal spoilage, and except to the extent that PSO shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the CONTRACTOR the fair value, as determined by PSO, of property which has been destroyed, lost, stolen, or damaged so as to become undeliverable to PSO.

**10.2.3.7** In arriving at the amount due the CONTRACTOR following a Termination for Convenience, there shall be deducted:

- a. All unliquidated advance or other payments on account theretofore made to the CONTRACTOR, applicable to the terminated portion of this Agreement;

b. Any claim which PSO may have against the CONTRACTOR in connection with this Agreement; and

c. The agreed price for, or the proceeds from the sale of, any materials, supplies, or other things kept by the CONTRACTOR or sold, pursuant to the provisions hereof, and not otherwise recovered by, or credited to, PSO.

**10.3 Cross-Default.** Should the CONTRACTOR be determined by PSO to be in default of this Agreement, such default shall constitute a default of all other contracts to which PSO and the CONTRACTOR are Parties. PSO, as a result, may pursue any and all remedies available to it up to and including termination of all such contracts between the parties.

## **ARTICLE 11 – MISCELLANEOUS**

**11.1** All specifications, drawings, and copies furnished by PSO shall remain the property of PSO. They shall not be used by anyone other than PSO on any other Project and, with the exception of those sets that have been signed in connection with the execution of the Agreement, shall be returned to PSO upon completion of the Project.

**11.2** Should PSO or the CONTRACTOR suffer injury or damage to their respective persons or property because of any error, omission, or act of the other, or of any of their respective employees, agents, or others for whose acts they may be legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

**11.3** If the Contract Price exceeds \$100,000, the CONTRACTOR shall comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7414 et seq.), as amended, and with Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended.

**11.4** Pending resolution of any claim or dispute between PSO and the CONTRACTOR, unless otherwise agreed in writing by PSO, the CONTRACTOR shall proceed diligently with Performance of the Project as directed by PSO, and PSO may continue to make payments in accordance with the Contract Documents.

**11.5 Project Representative.** PSO may furnish a Project Representative and assistants to aid the PROJECT MANAGER in carrying out the responsibilities of the PROJECT MANAGER at the Site.

**11.6 Compliance with Federal Immigration Laws.** The CONTRACTOR by signing the contract will comply with all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the CONTRACTOR by signing the Contract verifies and affirms that it is in compliance with 8 USC Sec. 1342 prohibiting the employment either directly or by contract or exchange of unauthorized aliens by any CONTRACTOR during the term of the Agreement a violation of the Immigration and

Nationality Act. Such violation shall be cause for unilateral cancellation of this Agreement by PSO.

**11.7 Compliance with Department of Homeland Security E-Verify Program.** Contractor and PSO shall comply with Florida Statute 448.095, as currently written, or as hereafter amended. In the event of a conflict between the below language and an amendment to Florida Statute 448.095, the amendment shall govern. The PSO is a public employer participant in the Department of Homeland Security's Image Program and utilizes E-verify to ensure its employees are appropriately authorized to work in the United States. On or before January 1, 2021, CONTRACTOR and any/all of CONTRACTOR's subcontractor(s) shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. CONTRACTOR understands the PSO may not enter into a Contract unless each party to the contract registers with and uses the E-Verify system and is required to terminate a contract pursuant to the Violations Section below, without penalty.

Subcontractors. If CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of such affidavit for the duration of the Contract.

Violations.

(a) In the event the PSO has a good faith belief that CONTRACTOR has knowingly violated Florida Statute 448.09(1), PSO shall terminate the contract with CONTRACTOR.

(b) In the event the PSO has a good faith belief that CONTRACTOR's subcontractor knowingly violated this subsection, but the CONTRACTOR otherwise complied with this subsection, PSO shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor.

(c) A contract terminated pursuant to (a) or (b) is not a breach of contract and may not be considered as such.

(d) PSO, CONTRACTOR, or subcontractor may file an action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

(e) If PSO terminates a contract with CONTRACTOR under paragraph (c), the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.

(f) CONTRACTOR is liable for any additional costs incurred by PSO as a result of the termination of a contract.

## **ARTICLE 12 – MAINTENANCE OF RECORDS**

**12.1** The CONTRACTOR shall keep adequate records and supporting documentation applicable to this Project and Agreement. Said records and documentation shall be retained by the CONTRACTOR for a minimum of five (5) years from the date of final completion or termination of this Agreement. PSO shall have the right to audit, inspect, and copy such records and documentation, and any and all such records of the CONTRACTOR as may relate to this, or any other, Project and Agreement between the CONTRACTOR and PSO, or to any legal,



administrative, or other action brought against PSO by the CONTRACTOR or any other person, as often as PSO deems necessary, during the period of this Agreement and for a period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours. PSO during this period of time shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONTRACTOR as concerns the aforesaid records and supporting documentation. The CONTRACTOR shall, at all times, take all reasonable steps necessary to ensure and to enforce the right of PSO to access the aforesaid documentation.

**12.2 PUBLIC RECORDS.** CONTRACTOR shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, CONTRACTOR shall (a) keep and maintain public records required by the PSO to perform the service under the Agreement; (b) upon request from the PSO's custodian of public records provide PSO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to PSO; and (d) upon completion of the contract, transfer, at no cost to PSO, all public records in possession of CONTRACTOR. Upon transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to PSO in a format that is compatible with the information technology systems of PSO. All documentation produced as part of this Agreement will become the property of PSO. At the end of this Agreement, all documents kept and maintained by Contractor shall be provided to PSO, at no cost to PSO. This paragraph shall survive the expiration or termination of this Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (CAPTAIN JUSTIN ROSS) AT (727) 847-5878, [jross@pascosheriff.com](mailto:jross@pascosheriff.com), 8700 CITIZENS DR., NEW PORT RICHEY, FL 34654.**

Under Florida law, a Contractor who fails to provide the public records to PSO within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

## **ARTICLE 13 – EQUAL OPPORTUNITY COMPLIANCE PROVISIONS**

**13.1** During the performance of this Agreement, the CONTRACTOR agrees as follows.

**13.1.1 General.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap or marital status.

**13.1.2 Sanctions.** In the event the CONTRACTOR fails to comply with any nondiscrimination provision of this Agreement or with any such laws, regulations or orders, this Agreement may be cancelled, terminated, or suspended, in whole or part, and the CONTRACTOR may be declared ineligible for further PSO contracts.

**13.1.3 Subcontractors.** The CONTRACTOR shall include the provisions of paragraphs 13.1.1 and 13.1.2 in every subcontract under this Agreement so that such provisions will be binding upon each SUBCONTRACTOR. The CONTRACTOR will take such action with respect to any SUBCONTRACTOR as PSO may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**13.1.4 Federal Requirements.** In the event this Agreement is funded, in whole or in part, from any federal governmental agency or source, the specific terms, regulations, and requirements governing the disbursement of these funds shall be incorporated by reference herein and become a part of this clause.

**13.1.5 Equal Opportunity Laws, Regulations, and Requirements** Throughout the term of this Agreement, the CONTRACTOR shall not violate any of the following federal or state laws, regulations, and requirements:

**a. Federal**

1. Section One of the Fourteenth Amendment to the United States Constitution.
2. Title VI of the Civil Rights Act of 1964.
3. Civil Rights Restoration Act of 1987.
4. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 and 1975.
5. Civil Rights Acts of 1866 and 1870.
6. Standards for a Merit System of Personnel Administration, 45 CFR 70.
7. Revised Order Number 4, 41 CFR 60-2.10.
8. Rehabilitation Act of 1973, P.L. 93-112.
9. Interagency Agreement dated March 23, 1973.

10. Executive Order 11914, Nondiscrimination with Respect to the Handicapped in federally assisted programs.
11. Age Discrimination Act of 1975, amended by P.L. 94-135.
12. Civil Rights Act of 1968. P.L. 90-284.
13. Veterans Readjustment Act.
14. Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, (State and Local Assistance Act of 1972, as amended)
15. Office of Management and Budget Circular A-102, Attachment O.
16. Age Discrimination in Employment Act, as amended.
17. Federal Civil Rights Act of 1991.
18. Americans with Disabilities Act.

**b. State**

1. State Constitution (Preamble) and Section 13.251 (Powers and Purposes) protects citizens from discrimination because of race, national origin and religion.
2. Florida Statutes, Chapter 112.041, requires non-discrimination in employment by counties and municipalities because of race, color, national origin, sex, handicap, or religious creed.
3. Florida Statutes, Chapter 112.043, prohibits age discrimination in employment.
4. Florida Statutes, Chapter 413.08, prohibits discrimination against physically disabled persons in employment.
5. Florida Statutes, Chapter 448.07, prohibits wage rate discrimination based on sex.
6. Florida Civil Rights Act of 1992.

**ARTICLE 14 – DISPUTE RESOLUTION**

**14.1 Governing Law.** The Contract Documents shall be governed by and interpreted according to Florida law.

**14.2 Venue, Jurisdiction, and Attorney's Fees.** Any action brought under this Agreement or with respect to any claim arising from the subject matter thereof shall be brought and heard in a state court of competent jurisdiction at the West Pasco Judicial Center in New Port Richey, Pasco County, Florida. If the claim(s) that form the basis for any such action must be adjudicated in federal court, then venue for that action shall be in the United States District Court for the Middle District of Florida, Tampa Division. Each Party is responsible for their own attorney's fees and costs.

**14.3 Notice of Claim; Contractor Books and Records.** As a condition precedent to the initiation by the CONTRACTOR of any claim (regardless of how such a claim or demand shall be entitled by the CONTRACTOR) against PSO through administrative proceedings or in arbitration, or to the filing of any action in law or equity against PSO, the CONTRACTOR shall, at least sixty (60) days in advance thereof, provide Notice to PSO of its intent to pursue said claim, and for a period not less than fifteen days during the first (45) days following the date of the Notice, deliver to the PSO General Counsel at 8700 Citizens Drive, New Port Richey for inspection and copying, all of the original books and records in the possession or control of the CONTRACTOR which may be related, directly or indirectly to the claim or action, regardless of whether PSO has affirmatively and expressly requested the same. In lieu of delivering the original books and records, the CONTRACTOR may, at its own expense, deliver to said PSO General Counsel at 8700 Citizens Drive, New Port Richey complete and legible photocopies of all such original books and records within thirty (30) days of the date of the Notice; however, nothing herein shall be construed to curtail the rights of PSO to, inter alia, inspection and copying under Article 12 hereof.

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**PART II**

**EXHIBIT A**

**CERTIFICATE OF INSURANCE**

**PART II**  
**EXHIBIT B**

**ENDORSEMENT**

Named Insured		Endorsement #	
Policy Symbol	Policy #	Policy Period	Effective Date of Endorsement
Issued by (Name of Insurance Company)			
<p>It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.</p> <p><b>1. AMENDMENT -- NOTICE OF CANCELLATION OR MATERIAL CHANGE (DESIGNATED CONTRACT)</b></p> <p>Only with respect to your contract scheduled herein, should any of the above -described policies be canceled or materially changed before the expiration date thereof, the Issuing Company will mail 30 days' prior written notice to the Certificate Holder named therein.</p> <p><b>2. AMENDMENT -- ADDITIONAL INSURED (DESIGNATED CONTRACT)</b></p> <p>Only with respect to your contract scheduled herein, Pasco Sheriff's Office has been named as Additional Insured as respects the General and Automobile Liability Policies described herein.</p>			

### 3. AMENDMENT -- LIMITS OF LIABILITY

The limits of liability apply specifically to any liability claims arising during the course of this project.

#### **CONTRACT SCHEDULE AND DESCRIPTION OF PROJECT**

Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_ .

**PART II**  
**CONDITIONS OF THE CONTRACT**

**B. SPECIAL CONDITIONS**

**1. DAMAGE TO PRIVATE PROPERTY**

IF DURING THE COURSE OF THE "WORK" PROVIDED FOR HEREUNDER, THE CONTRACTOR DAMAGES PRIVATE PROPERTY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING THE DAMAGE AND RESTORING THE PROPERTY OR CORRECTING THE DEFECT UPON THE WRITTEN REQUEST FROM PSO TO CORRECT THE DEFECT OR DAMAGE.

**STATE FUNDS INVOLVED X (MARK X IF APPLICABLE OR N/A)**



## PART II

### CONDITIONS OF THE CONTRACT

#### C. Definitions

The following words and expressions shall, wherever they appear in the Contract Documents be construed as follows.

**Addenda.** Written or graphic instruments issued prior to the opening of Proposals that clarify, correct, or change the Contract Documents.

**Agreement.** The principal written agreement between PSO and the CONTRACTOR that, along with other Contract Documents, sets forth the respective rights and obligations of the parties. The Agreement will be attached to and made a part of these Contract Documents as Part IV thereof.

**Allowance Work.** That additional or revised work as described in these documents.

**Application for Payment.** The formal written request of a CONTRACTOR for a payment, which is to include such supporting documentation as may be required by the Contract Documents and which is to be submitted on the most recent PSO-approved form.

**Proposal.** The offer or proposal of the Proposer submitted on the prescribed form setting forth the price(s) for the Work to be performed.

**Proposer.** Any natural person, partnership, corporation, limited liability company, or any other legal entity submitting a Proposal for the Work.

**Bonds.** Performance, Payment, Warranty Bonds, and other instruments of security furnished by the CONTRACTOR and the SURETY for the CONTRACTOR in accordance with the Contract Documents.

**Change Order (CHOR).** A written order signed by the Pasco County Sheriff or his designee authorizing an addition, deletion or revision in the Work or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

**Contract Documents.** The Instructions to Proposers (Part I), the General Conditions of the Contract (Part II), the Request for Proposal, including addendums (Part III), and the Agreement (Part IV), together with all other documents identified in Article I of the General Conditions of the Contract (Part II), constitute the entire Request for Proposal Package, and upon award, shall constitute the Contract Documents.

**Contractor.** The successful Proposer, whether a natural person, partnership, corporation, limited company, or any other legal entity or combination thereof, with whom the PSO has entered into the Agreement.

**Contract Price.** The total monies payable by PSO to the CONTRACTOR under the Contract Documents.

**Contract Time.** The number of calendar days stated in the Agreement for Completion of the Work and for performance of any Allowance Work hereunder, as amended by one or more approved Change Orders. The first day of the Contract Time shall be the date the Sheriff of Pasco County executes the Agreement (Part IV) on behalf of the PSO, unless otherwise specified in the Contract Documents.

**Cost of Work.** With respect to Change Orders, the costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the change order work, as delimited and restricted by the Articles of the Contract Documents.

**Day.** One calendar day when used in the Contract Documents, measured from midnight to the next midnight, unless specified as a business day, in which case the term shall exclude Saturdays, Sundays, and holidays for which PSO administration offices are closed for business during any given calendar year.

**Defective.** An adjective which, when modifying the Work, refers to Work that is unsatisfactory, faulty, deficient or otherwise does not conform to the Contract Documents.

**Department.** Except as otherwise modified, a term that refers to the Bureau, Division, or Section of the PSO that is overseeing the Project. **Department:** Operational Readiness Division

**Director.** Except as otherwise modified, a term that refers to the PSO designee initiating and managing the Project or the authorized designee thereof. **Director:** Captain Justin Ross

**Equal/Equivalent.** A product, service, component or system that is demonstrated to the satisfaction of the DIRECTOR, upon the recommendation of the PROJECT MANAGER, to be equal to the product service, component or system specified. The DIRECTOR shall be the sole judge of acceptability of a proposed Equal/Equivalent.

**Final Acceptance.** The acceptance of the Work by PSO as evidenced by the signature of the PROJECT MANAGER and the DIRECTOR upon the Certificate of Final Completion form. Final Acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate. The Certificate of Final Completion shall be signed only after the PROJECT MANAGER and the DIRECTOR have assurance by tests, inspection, or otherwise that all of the provisions of the Contract Documents have been carried out. Final Acceptance may also require inspection by certain regulatory agencies.

**Final Total Price.** The ultimate price to be used by PSO in its determination of the best Proposal, which shall be calculated by PSO based on the Total Price submitted by a Proposer and which may include the addition or deletion of Alternates included in the Alternate Schedule submitted by the Proposer in the Proposal, as well as any allowances established and approved by PSO. Upon acceptance and award, the Final Total Price shall form the basis for the initial Contract Price.

**Final Completion.** The status of completion of the Work such that, in the opinion of the DIRECTOR, upon the recommendation of the PROJECT MANAGER, as evidenced by a definitive and duly executed Certificate of Final Completion, all Work has been completed in accordance with the General Documents, and there remain no outstanding and unfinished Punch List items.

**Non-conformance Report (NR).** A written notice from the PROJECT MANAGER to the CONTRACTOR reporting on an aspect of defective work requiring the immediate correction of the same by the CONTRACTOR.

**Notice.** Any notice required or permitted by the Contract Documents. Said Notice shall be in written form. Notice shall be served upon the CONTRACTOR at the place of business given in the Contract Documents. Notice to PSO shall be served to the DIRECTOR at 7432 Little Road, New Port Richey, FL 34654 and copy to PSO General Counsel at 8700 Citizens Drive, New Port Richey, FL 34654.

**Notice to Proceed (NTP).** The written notice issued to the CONTRACTOR by the PROJECT MANAGER, upon the instructions of the DIRECTOR, to begin the Work.

**Notice of Suspension.** The written notice issued to the CONTRACTOR by the PROJECT MANAGER, upon the instructions of the DIRECTOR, to suspend the Work pursuant to the Contract Documents.

**Notice of Termination.** The written notice issued to the CONTRACTOR by the PROJECT MANAGER, upon the instructions of the DIRECTOR, to terminate the Work for reasons other than the convenience of the PSO, pursuant to the Contract Documents.

**Notice of Termination of Convenience.** The written notice issued to the CONTRACTOR by the PROJECT MANAGER, upon the instructions of the DIRECTOR, to terminate the Work for the convenience of PSO pursuant to the Contract Documents.

**Notice to Selected Proposer.** The written notice issued by PSO to the selected BEST VALUE Proposer, directing said Proposer execute and submit the Agreement (Part IV) for possible submission to the PSO.

**Pasco Sheriff's Office (PSO).** The law enforcement agency in Pasco County led by the duly elected Sheriff of Pasco County.

**Pay Quantity.** When applicable, the estimated quantity multiplied by the unit price for each pay item specified in the Proposal (Part III).

**Project.** The total installation activities comprising the Work to be provided under the Contract Documents, in whole or in part as indicated elsewhere in the Contract Documents.

**Project Manager (PM).** A natural person employed or contracted by PSO and assigned to manage and administer the Project that is the subject of the Contract Documents. The PROJECT MANAGER may designate in writing a PROJECT REPRESENTATIVE to perform certain duties and responsibilities as maybe set forth in the Special Conditions. **Project Manager:** Construction Supervisor Karl Crawford

**Project Representative (PR).** A natural person employed by PSO and designated in writing by the PROJECT MANAGER, with the written concurrence of the DIRECTOR, to perform certain duties and responsibilities as set forth in the Special Conditions.

**Punch List.** A detailed list of Work remaining after Substantial Completion prepared or approved by the PROJECT MANAGER with the consent of the DIRECTOR that the CONTRACTOR must complete to achieve Final Completion and a prerequisite to Final Acceptance.

**Schedule.** A plan for performing Work or achieving an objective.

**Schedule of Values.** A statement furnished by the CONTRACTOR to PSO reflecting the portions of the Contract Price sum allotted for the various parts of the Work and used as the basis for reviewing the applications of the CONTRACTOR for progress payments.

**Sheriff.** The duly elected Sheriff of Pasco County.

**Site.** The area(s) on which the operations of the CONTRACTOR are carried out and such other adjacent areas that may be designated as such by the Contract Documents.

**Specifications.** Those portions of the Contract Documents consisting of written (general or detailed) technical descriptions of materials, equipment, installation systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

**Subcontractor.** Any natural person, partnership, corporation, limited liability company, or other legal entity or combination thereof, other than employees of the CONTRACTOR, who contracts with the CONTRACTOR to furnish labor, materials, and/or equipment for the Work.

**Submittals.** All drawings, diagrams, illustrations, schedules, samples, test results, and other data which are specifically prepared by a CONTRACTOR, SUBCONTRACTOR, manufacturer, fabricator, supplier, or distributor to illustrate some portion of the Work and all such illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

**Substantial Completion.** The status of completion of the Work which, in the opinion of the DIRECTOR, upon recommendation of the PROJECT MANAGER, as evidenced by a definitive Certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it was intended. All tests reports required to verify the Project's compliance with the Contract Documents must be provided as a condition precedent to the PSO's issuance of a Certificate of Substantial

Completion.

**Substitution.** A product, service, component or system that is not equal to that delineated in the Specifications, but which is proposed by the CONTRACTOR in lieu thereof. The acceptability of a Substitution shall be based on the data submitted and the benefit of PSO, including, but not limited to, appropriate adjustments in price. The PROJECT MANAGER shall make a recommendation to the DIRECTOR with respect to any proposed substitutions, and the DIRECTOR shall be the sole judge of acceptability of any Substitution.

**Supplemental Drawings.** The drawings issued after the execution of the Agreement to explain further, to illustrate, or to show changes in the Work.

**Surety.** Any business entity that executes, as Surety, the Performance, Payment or Warranty Bonds submitted by or on behalf of a CONTRACTOR.

**Total Price.** The total price for which a Proposer proposes to complete the Work, as submitted by a Proposer in a Proposal to PSO, based on the Schedule included with the Proposal, but exclusive of adjustments by PSO for Alternates listed in the Alternative Schedule included in the Proposal, and exclusive of any Allowances by PSO.

**Work.** The work to be performed under this Agreement shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and service, including fuel, power, water, and essential communications, and for the performance of all labor, work or other operations required for the fulfillment of the Agreement in strict accordance with the specifications, schedules, drawings and other Contract Documents as herein defined, all of which are made a part hereof. The Work shall be complete and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper installation of the Work in good faith shall be performed, furnished and installed by the CONTRACTOR as though originally so specified or shown, at no increase in cost to PSO.

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### PART III

#### PROPOSAL PASCO SHERIFF'S OFFICE

**PROJECT NAME: FARADAY CHAMBER FOR THE FIRST  
CYBERSECURITY/SAR BUILDING**

By signing this Proposal, the undersigned affirms that said Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation providing a Proposal for the same purpose, and that this Proposal is in all respects fair, and without collusion or fraud. The undersigned understands that this Proposal must be signed to avoid rejection by the Pasco Sheriff's Office (hereinafter the "PSO").

IN EXECUTING THIS DOCUMENT, THE UNDERSIGNED REPRESENTS THAT THE PROPOSER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE ASSOCIATED **INSTRUCTIONS TO PROPOSERS (PART I)**, THE **CONDITIONS OF CONTRACT (PART II)**, AND THE **AGREEMENT (PART IV)**, SAID DOCUMENTS AND THEIR RESPECTIVE EXHIBITS AND ATTACHMENTS BEING THE SOLE BASIS UPON WHICH THE PROPOSER MAKES THIS PROPOSAL.

**\*\*\* MUST BE SIGNED IN BLUE OR BLACK INK \*\*\***

ALL THE FOLLOWING REQUESTED INFORMATION MUST BE GIVEN  
FOR THIS PROPOSAL TO BE CONSIDERED BY PSO:

Item No.	Description	Qty	Price	Earliest Delivery Date
1.	<u>Faraday Chamber</u> Shielded enclosure system as specified in scope of work including all addendums.	1		
2.	<u>Installation</u>	1		

Item No.	Description	Qty	Price	Earliest Delivery Date
TOTAL PRICE INSTALLED:				
Warranty (Specify what is warranted, length, and terms)				

2. **Total Proposal Price** (add the dollar amounts

stated in the above lines.)

\$\_\_\_\_\_

(DO NOT LEAVE BLANK)

\* The dollar amounts shown herein are to be utilized by PSO as a guide to selecting the *best qualified* PROPOSER. The actual total compensation paid PROPOSER for the Project described in these Contract Documents may vary from the amount stated herein due to adjustments in pay quantity/quantities resulting from changes in item quantity/quantities, and/or adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents.

3. Receipt of Addendum No.\_\_\_\_\_ through No.\_\_\_\_\_ is acknowledged.

4. Legal name of the Proposer:\_\_\_\_\_.

**(This name must match the name on your current W9 Form. The W9 will be requested at the time of award.** Designate with name, in typed or printed form, whether corporation, limited liability company, partnership, individual, or other type of legally recognized entity or person; if not a natural person, designate also the state or country of incorporation or other legal establishment, as applicable)

All fictitious names or aliases:\_\_\_\_\_

5. Local (Pasco County, Florida) business and mailing address of the Proposer: \_\_\_\_\_

6. Primary business and mailing address of the Proposer:\_\_\_\_\_

7. Contractor License No. \_\_\_\_\_
8. Federal Employer Identification Number (FEIN): \_\_\_\_\_.
9. Business phone number of the Proposer: (\_\_\_\_)\_\_\_\_\_; Fax: (\_\_\_\_)\_\_\_\_\_
10. The Proposer has been operating under the present trade name continuously since: \_\_\_\_\_.
11. The Proposer represents by execution of this document below that the Proposer will comply fully with all the stipulations included in the Proposal Package.
12. The above-named Proposer affirms and declares:
  - A. That the Proposer, if an individual, is of lawful age, and that no other person, firm or corporation has any interest in this Proposal, or in the contract proposed hereby, except as expressly stated below (if none, so state):  
\_\_\_\_\_  
\_\_\_\_\_
  - B. That this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:
  - C. That the Proposer is not in arrears to PSO upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to PSO except as expressly stated below:
  - D. That no officer or employee or person whose salary is payable in whole or in part from the PSO is, shall be or shall become interested, directly or indirectly, as surety or otherwise in this Proposal, in the performance of this Contract, in the supplies, materials, equipment, and work or labor to which they relate, or in any portion of the profits thereof.
  - E. That the Proposer or any officer of the Proposer has not been found guilty of a public entity crime or is on the convicted vendor list as set forth in Sections 287.132 and 287.133, F.S.
  - F. If claiming to be a local contractor, the Proposer certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or installation; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the proposal opening date; and (e) provides a copy of their local business tax receipt or evidence of qualification as a business in a neighboring county as



listed in the County's Purchasing Ordinance at the time of submittal. Post office boxes shall not be used for the purpose of establishing said physical address.

\_\_\_\_\_ **Local Business located in Pasco County** (Please put an "X" in the box or mark N/A)

**Please provide a copy of your local business tax receipt with your response to this proposal.**

13. The individual executing this document, under penalty of perjury, represents that he or she is either the Proposer, or that he or she is of lawful age and has been duly AUTHORIZED to execute this document on behalf of the Proposer. A copy of the document authorizing the signer to sign is included with this Proposal.

IN WITNESS WHEREOF, this Proposal has been signed and sealed as of the date indicated below by the Proposer.

ATTEST:

PROPOSER:

\_\_\_\_\_  
(SEAL)  
Witness

BY: \_\_\_\_\_  
(Authorized signature in ink)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed name of signer)

\_\_\_\_\_  
(Printed title of signer)

CORPORATE SEAL  
(where appropriate)

\_\_\_\_\_  
(Date signed)

**THIS PROPOSAL MUST BE SWORN TO OR  
AFFIRMED BELOW BY THE PERSON SIGNING IT**  
(see following pages)

STATE OF }  
COUNTY OF } SS

**FOR A CORPORATION OR LIMITED LIABILITY COMPANY:**

**FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:**

**FOR PARTNERSHIP:**

Said person is personally known to me or has produced \_\_\_\_\_ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

Serial number (if any)

**-OR-**

\_\_\_\_\_(SEAL)

Witness

BY: \_\_\_\_\_

As Attorney in Fact (Attach Power)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business Address

(    ) \_\_\_\_\_  
Business Telephone

## NOTARY ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
 \_\_\_\_\_ } ss  
 COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by *[as applicable, complete one of the choices below]*:

**FOR A CORPORATION OR LIMITED LIABILITY COMPANY:**

[Name], who executed the foregoing instrument as [Title]

of [Corporation or Company Name], a [check one] [ ]  
 corporation [ ] limited liability company, organized under the laws of [State]  
 , and who severally and duly acknowledged the execution of such instrument  
 as aforesaid on behalf of the corporation or limited liability company.

**FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:**

[Name]

**FOR PARTNERSHIP:**

[Name] Partner (or Agent), on behalf of [Name of Partnership]  
, a [State] partnership.

**FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:**

[Name], as attorney in fact.

Said person is personally known to me or has produced \_\_\_\_\_ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

\_\_\_\_\_

Signature of person taking acknowledgment

\_\_\_\_\_

Name typed, printed or stamped

\_\_\_\_\_

Title or rank

\_\_\_\_\_

Serial number (if any)

ATTEST:

SURETY: \_\_\_\_\_

Printed Name

\_\_\_\_\_

Business Address

\_\_\_\_\_  
(SEAL)

Witness

\_\_\_\_\_

Witness

BY: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Printed Name

**-OR-**

\_\_\_\_\_  
(SEAL)  
Witness

BY: \_\_\_\_\_

As Attorney in Fact (Attach Power)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
License Number of Agent

COUNTERSIGNED (if applicable):

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
( )  
Agent's License No Telephone

\_\_\_\_\_  
Agency Mailing Address

\_\_\_\_\_  
( )  
Agency Telephone No.

\_\_\_\_\_  
( )  
Agency Fax No.

# NOTARY ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
 \_\_\_\_\_ } ss  
 COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me by means of [ ] physical presence or

[ ] online notarization on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by [as applicable, complete one of the choices below]:

**FOR A CORPORATION OR LIMITED LIABILITY COMPANY:**

[Name], who executed the foregoing instrument as [Title]  
of [Corporation or Company Name], a [check one] ☐ corporation ☐ limited liability company, organized under the laws of [State], and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

**FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:**

[Name]

**FOR PARTNERSHIP:**

[Name] Partner (or Agent), on behalf of [Name of Partnership]  
 , a [State] partnership.

**FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:**

[Name] \_\_\_\_\_, as attorney in fact.

Said person is personally known to me or has produced \_\_\_\_\_ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

acknowledgment

\_\_\_\_\_  
Signature of person taking

\_\_\_\_\_  
Name typed, printed or stamped

\_\_\_\_\_  
Title or rank

\_\_\_\_\_  
Serial number (if any)



PART III  
EXHIBIT A

CONFLICT OF INTEREST

MANDATORY

The award hereunder is subject to provisions of Chapter 112, Florida Statutes. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Pasco Sheriff's Office. Further, all Proposers must disclose the name of any Pasco Sheriff's Office employee who owns, directly or indirectly, an interest of ten (10) percent or more in the Proposer's firm or any of its branches.

Name	Conflict
_____	_____
_____	_____
_____	_____

The undersigned, under penalty of perjury, claiming authority to act for the Proposer named below, does hereby certify on behalf of the Proposer that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same WORK, MATERIALS, supplies, or EQUIPMENT; that it is in all respects fair and without collusion or fraud; and that the Proposer agrees to abide by all conditions of this Proposal.

_____	By: _____
Name of Proposer	
	Name: _____
	Title: _____
	Date: _____

## PART IV

### AGREEMENT

THIS AGREEMENT is made and entered into by and between the PASCO SHERIFF'S OFFICE, hereinafter called PSO, and \_\_\_\_\_ hereinafter called the CONTRACTOR, whose business address is \_\_\_\_\_.

WITNESSETH THAT:

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. The CONTRACTOR shall provide to PSO, within the Contract Time, all labor, materials, and appurtenances thereto per the requirements set forth in the Contract Documents for: FARADAY CHAMBER FOR THE F1RST CYBERSECURITY/SAR BUILDING, 2FY23
2. Nothing in this Agreement or Contract shall be construed in any way to waive the sovereign immunity protections afforded SHERIFF pursuant to Florida Statute 768.28.
3. The CONTRACTOR shall complete the Work to be performed under this Agreement within \_\_\_\_\_ calendar days (the initial Contract Time) from the date of the Notice To Proceed issued by PSO.
4. In addition to the number of calendar days specified for the initial Contract Time in the preceding paragraph, \_\_\_\_\_ calendar days have been included in the overall Contract Time for allocation to the CONTRACTOR for performance of Allowance Work in accordance with the Allowances provision of the Contract Documents.
5. **Time is of the essence for this Agreement.** Timely completion of the Work after the issuance of the aforesaid Notice to Proceed is of central importance to PSO. This Project has certain various critical milestones to be met.
6. This Agreement includes and incorporates by reference all Contract Documents, as the term Contract Documents is defined within the General Conditions and definition section found in Conditions of the Contract (Part II).
7. The total Contract Price for the full and complete performance by Contractor of all Work required by the Contract Documents shall not exceed \$ \_\_\_\_\_ unless otherwise modified as provided herein. The total Contract Price includes **\$100.00** for Indemnification, **\$100.00** for termination for convenience, **\$0.00** for Allowance Work, and \$ N/A for Alternates. Payment shall be made not more often than once per month and

in accordance with the Contract Documents.

8. During the performance of this Agreement, the CONTRACTOR herein assures the PSO that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONTRACTOR or its applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the PSO that said CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.
9. The CONTRACTOR shall furnish to the PSO (when and in the manner required by the Contract Documents) all appropriate Certificates of Insurance, within ten (10) days following Notification of Award.
10. The PSO and the CONTRACTOR acknowledge the acceptance from the Proposal (Part III) of the following Alternate(s).

No. <u>N/A</u>	No. _____	No. _____	No. _____
No. _____	No. _____	No. _____	No. _____

11. The PSO and the CONTRACTOR acknowledge that all addendums issued with respect to this Project are herein incorporated into the list of Contract Documents and made a part of this Agreement.
12. The funding required for this Project is contingent upon the availability of appropriated funds.
13. This Agreement and any changes hereto shall constitute the entire agreement between CONTRACTOR and PSO relating to Work. This Agreement supersedes all previous or contemporary representations or warranties of PSO or CONTRACTOR not set forth or referenced in the Contract Documents.
14. Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement, or of any term thereof, shall be binding on the PSO unless in writing and executed by the SHERIFF.

15. Waiver by the PSO of a breach of any provision of this Agreement by the CONTRACTOR shall not be deemed to be a waiver or any other breach and shall not be construed to be a modification of the terms of this Agreement.
16. No modification, waiver, termination, discharge, or cancellation of the Agreement or of any terms thereof shall impair the rights of the PSO with respect to any liabilities, whether or not liquidated, of the CONTRACTOR to the PSO theretofore accrued.
17. The duties and obligations imposed upon the CONTRACTOR by this Agreement and the rights and remedies available hereunder, shall be in addition, and not limited, to any otherwise imposed or available in law or in equity, whether by statute, special guarantee, or otherwise.
18. The CONTRACTOR shall at all times remain an independent contractor and shall have no power, nor shall the CONTRACTOR represent that the CONTRACTOR has any power, to bind PSO or to assume or to create any obligation expressed or implied on behalf of the PSO.
19. This Agreement shall be binding upon and its benefits and advantages shall inure to the heirs, personal representatives, successors and assigns of the parties hereto.
20. The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law or regulation, such part, term or provision shall be severable with the remainder of the Agreement remaining valid and enforceable.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the last day written below (proposal award date for the Project subject thereto).

Pasco Sheriff's Office

Contractor

By: \_\_\_\_\_

Chris Nocco, Sheriff

Date: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF }  
COUNTY OF } SS

**FOR A CORPORATION OR LIMITED LIABILITY COMPANY:**

**FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:**

**FOR PARTNERSHIP:**

Said person is personally known to me or has produced \_\_\_\_\_ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

Serial number (if any)

## PART V

### Opening Document and Score Card Exhibits

<b>PASCO SHERIFF'S OFFICE</b> <b>Purchasing Department</b> <b>RFP/RFQ Opening Form</b>								
RFP: 2FY23			Title: FARADAY CHAMBER FOR THE F1RST CYBERSECURITY/SAR BUILDING					
Date and Time: Monday, December 21, 2022 at 10 AM Local Time								
<div style="display: flex; justify-content: space-between; font-size: small;"> <div>Envelope Sealed and Marked</div> <div>Five (5) bound copies of each response (one (1) original and four (4) copies)</div> <div>Two (2) electronic copies of the entire response( ONE (1) COMPLETE &amp; ONE (1) REDACTED</div> <div>Introductory Letter provided</div> <div>Project Schedule provided</div> <div>Five (5) references of most recent projects provided</div> <div>Proposal Price</div> <div>Non-Responsive</div> </div>								

# PASCO SHERIFF'S OFFICE VENDOR SCORECARD

RFP #: 2FY23 FARADAY CHAMBER FOR THE FIRST CYBERSECURITY/SAR BUILDING

Vendor Name:

Evaluator:

A. Quality of Proposal (Up to 25 Total Points)			
1. Responsiveness of Submittal	Up to 5 Points	BASIS FOR SCORE	Evaluator Comments
Score	0	The following documents shall be completed and provided in Proposer's response: a. Introductory Letter b. Appendix A.1 c. Appendix A.2 d. Schedule provided e. Proposal completed f. Listing of all current jobs – include contact person, contact telephone number, and total contract amount. g. Last 3 projects Proposer submitted bids and was not awarded.	
2. References	Up to 5 Points	BASIS FOR SCORE	Evaluator Comments
Score	0	Provide five (5) references for the most recent projects of similar size completed by Proposer. Proposer shall include contact names, company name, phone numbers, date of recent project completion, and total contract amount. - 1 point per responsive reference	
3. Product Quality	Up to 15 Points	BASIS FOR SCORE	
Score	0	Product quality – The overall quality, reputation, reliability, and capabilities of components used (i.e. makes, brands, models, technologies, software, serial numbers, etc) in proposal	
B. Qualifications (Up to 25 Total Points)			
1. Past Performance of Similar Projects	Up to 10 Points	BASIS FOR SCORE	Evaluator Comments
Score	0	The quality of performance/quality of previous similar projects. Evaluation of performance/quality includes evaluation of construction/project quality and whether Proposer finished prior projects within the stated time frame/budget. Pasco Sheriff's Office reserves the right to contact References provided by Proposer and/or current job contacts in its evaluation under this Section. In the event Pasco Sheriff's Office has utilized services from the Proposer within the last 3 years, PSO may also rely upon PSO's past experience in rating this section.	
2. Reputation and Experience	Up to 5 Points	BASIS FOR SCORE	Evaluator Comments
Score	0	Points will be awarded consistent with the combined quality of the Proposer's background, staffing, and experience. Pasco Sheriff's Office reserves the right to contact References provided by Proposer and/or current job contacts in its evaluation under this Section.	
3. Local Vendor	10 Points	BASIS FOR SCORE	Evaluator Comments
Score	0	Local vendor is defined as operating principally or having Proposer's main office in Pasco County. Only proposers with a current principal place of business within Pasco County are eligible. Proposers must provide tax receipt for eligibility. Total 10 points for local vendors.	
C. Time Frame / Project Schedule (Up to 25 Total Points)			
1. Project Schedule	Up to 5 Points	BASIS FOR SCORE	Evaluator Comments
Score	0	Provide a schedule overview for the Project. Assume that the parties will be in contract by December 9, 2022. At a minimum, provide the following proposed timelines for: 1. Approvals/permitting, if required; Pasco Sheriff's Office will be utilizing a private provider; 2. Production time; 3. Delivery; and 4. Installation	
2. Timeframe for Delivery of Building	Up to 20 Points	BASIS FOR SCORE	
Score	0	Points will be awarded as follows: 20 points for delivery and installation within 30-60 days of December 9, 2022, 15 points for delivery and installation within 61-90 days of December 9, 2022, 10 points for delivery and installation within 91-120 days of December 9, 2022, 5 points for delivery and installation within 121-150 days of December 9, 2022. Delivery and installation of 151+ days will result in proposal being deemed unresponsive. Proposer shall provide proof of ability to obtain and deliver building within timeframe.	
D. Price			
1. Price	Price Factor	BASIS FOR SCORE	Evaluator Comments
Score	0.0	Points will be awarded as follows: The price proposals will be combined and averaged. The average of the submitted proposal prices will be divided by the Proposal amount and then multiplied by 25.	
Total Score	0.0		
Evaluator:		Signature:	
Title:		Date:	