



**REQUEST FOR PROPOSALS FOR:  
KUBOTA GL1100 LOWBOY II DIESEL GENERATORS 11KW**

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

**RFP NO. 2FY24**

**ISSUE DATE: 10/4/23**

**NOTICE**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**RFP 2FY24 Kubota Lowboy II Diesel Generators 11KW**

The Pasco Sheriff's Office is accepting sealed Proposals to be received **NO LATER THAN 3 P.M. (local time) on Monday, November 6, 2023 for RFP 2FY24 Kubota Lowboy II Diesel Generators 11KW**

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- Oslon, 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:** Kubota GL1100 Lowboy II Diesel Generators 11KW

**PRODUCT SPECIFICATIONS:** Kubota GL1000 11KW Diesel Industrial Generators

**QUANTITY:** Nine (9)

**DELIVERY:** ON OR BEFORE FEBRUARY 1, 2024

**PRE-PROPOSAL CONFERENCE:** N/A

**QUESTION DEADLINE:** Monday, October 30, 2023 at 5 PM Local Time on a clock designated by PSO.

**RESPONSE DEADLINE:** Monday November 6, 2023 by 3 PM Local Time on a clock designated by PSO.

**RETURN RESPONSES TO:** Pasco Sheriff's Office Purchasing Department, 19415 Central Boulevard, Land O' Lakes, Florida, 34637. **Electronic responses will be accepted via Demandstar only.**

**PROPOSAL OPENING:** Thursday, November 9, 2023 at 10 AM Local Time

**PLACE OF PROPOSAL OPENING:** Pasco Sheriff's Office Purchasing Department, 19415 Central Boulevard, 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 procurement, shipping and of generators as outlined in the Proposal Form and Attachment A. 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) The quality of proposed products, local warranty support.
- c) Delivery schedule.
- d) Proposal Submission completeness and compliance with the specifications.
- e) 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.
- f) 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 4.2 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. Proposals may be submitted by mail, delivery, or electronically as outlined below:

For mailed or delivered responses: 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. 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.

For electronic responses: Electronic responses may only be submitted via the Demandstar website. One (1) fully completed and executed original Proposal, along with any other documentation required by this Request for Proposal Package, by the time herein specified via Demandstar. Proposer shall also supply one redacted copy (with proprietary and confidential information removed) clearly marked REDACTED COPY. 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.

The failure of a Proposer to provide a proposal in either format 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.

- A. Include an introductory letter from Proposer addressing the response.
- B. Pricing. 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. If prices are based on quantities identified on the Proposal form and would differ for larger or smaller quantities, Proposers shall indicate such and identify the quantity pricing ranges. 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.
- C. Provide a time estimate for procurement, sourcing, shipping, delivery, and any assembly required based on quantities.
- D. Provide warranty information.
- E. 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.** 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 Public Records, Confidential, Proprietary Information, or Trade Secrets.** Upon award recommendation or thirty (30) days after the RFP opening, whichever is earlier, any material submitted in response to this RFP will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. PSO reserves the right to make any final determination on the applicability of the Public Records Law. 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. 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 a contract for nine (9) Kubota GL1100 Lowboy II Diesel Generators 11KW to the Proposer with the highest number of points based on the following criteria:

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

1. Responsiveness of submittal – Up to 25 points. The following documents shall be completed and provided in Proposer's response:
  - a. Introductory letter- 5 points
  - b. Completed proposal- 5 points
  - c. Delivery timeline- 5 points
  - d. Spec sheets and photos- Up to 5 points (based on detail of spec sheets and photos).
  - e. Warranty information- Up to 5 points (based on the length and coverage of warranty).

### **B. Local Vendor – 10 points**

1. 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.

**C. Quality: Up to 10 points**

1. Overall quality, appearance, and durability of products offered.

**D. Delivery: Up to 15 points**

1. Points will be awarded as follows: 15 points for delivery prior to January 18, 2024. 10 points for delivery within January 19, 2024- February 1, 2024. 0 points for delivery on February 2, 2024 or later. Proposer shall provide proof of ability to obtain and deliver within timeframe.

**E. 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 40.

Example: Average of Price Proposals = \$50,000.00

Proposer #1 Price = \$50,000.00	$\frac{\$50,000.00}{\$50,000.00} \times 40 \text{ points} = 1 \times 40 = 40 \text{ pts}$
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Proposer #2 Price = \$40,000.00	$\frac{\$50,000.00}{\$40,000.00} \times 40 \text{ points} = 1.25 \times 40 = 50 \text{ pts}$
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Proposer #3 Price = \$60,000.00	$\frac{\$50,000.00}{\$60,000.00} \times 40 \text{ points} = 0.83 \times 40 = 33.333$ (rounded to 33.3 points)
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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 any required 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, if required, 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 [ ] is [X] is not required to complete and sign a Proposal Guaranty form attached.

## **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. 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.

## **23. 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.

## **24. 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 RFP 2FY24, Kubota GL1100 Diesel Generators, 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 Contractor 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.

## **25. PRICING**

If the Proposer is awarded a contract under this RFP, the prices quoted by the Proposer shall remain fixed and firm. However, the Proposer may offer incentives and discounts from this fixed price to PSO at any time during the contractual term. PSO reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. PSO reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

## **26. LIMITATION OF COST**

Notwithstanding any negotiated lower price, the Proposer agrees to perform the work specified and complete all obligations under the contract within the proposed amounts.

## **27. RISK OF LOSS**

The PSO shall be relieved from all risks of loss or damage to goods during periods of transportation, manufacture, and the entire time the goods are in the possession of the PSO prior to acceptance by the PSO. At such time, the risk of loss or damage for goods shall pass to the PSO. The Contractor shall not be responsible for damage to the goods occasioned by gross negligence of the PSO or its employees.

**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, executed Proposal Form, and any post- Proposal documentation submitted)

Part III Exhibit B: 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 specified in paragraphs 6.3.10.1 through 6.10.2, 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 Work and/or 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 or 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** 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 this contract.

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

**3.1 Supervision.** The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of procurement, delivery, and assembly unless specifically addressed in the Contract Documents. The CONTRACTOR shall be responsible for seeing that the finished Work complies accurately with the Contract Documents.

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

**3.2.1** All products shall meet or exceed contract specifications and, except as may otherwise be provided in the Contract Documents, shall be new and of good quality.

**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, PSO may, as its option:

a. Waive any specification with respect to said product, authorize acceptable product, 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.

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 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.

**3.4.1 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.** If assembly is to occur on-site, CONTRACTOR shall confine its 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. Additionally, PSO shall exercise control of the premises at all times and the CONTRACTOR may not have the sole, exclusive use of the premises.

**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, 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.

## **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 make payments to the CONTRACTOR when due 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 and/or the Professional (as directed by the PSO) 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 Section 7.1.5. 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 or its PROFESSIONAL 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 Article 7.2. PSO shall then process a unilateral Change Order, specifying the said reasonable price, in accordance with paragraph 6.5. The

### **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. Tools used to assemble the product;
- c. Product; and
- d. 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, 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 products 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. All unsatisfactory Work, all faulty Work, and all Work not conforming to the requirements of the Contract Documents 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 product and/or assemble product.

## **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 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.

## **ARTICLE 10 – TERMINATION**

### **10.1 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. 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, 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 may be a party. 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 – IMMIGRATION LAWS**

**11.1 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.

**11.2 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.

## **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 AT (727) 847-5878, [records@pascosheriff.com](mailto:records@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 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.

**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 III  
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.

**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:** Joint Operations 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:** Director Aaron Bryant

**Drawings.** The drawings that show the character and scope of the Work to be performed and which have been prepared or approved by the PROFESSIONAL.

**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.

**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 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 to complete the Contractor's Responsibility Survey (Part III – Exhibit F) and 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.

**Project.** The total 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:** Scott Anderson

**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.

**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.

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

**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.

**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.

**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.

**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.

**Work.** The work to be performed under this Agreement shall consist of furnishing all tools, equipment, materials, supplies, and manufactured goods 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 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 completion of the Work in good faith shall be performed 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:      RFP 2FY24 KUBOTA GL1100 LOWBOY II DIESEL  
INDUSTRIAL GENERATORS 11KW**

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:

## Part III Exhibit A

# PROPOSAL FORM

VENDOR NAME: \_\_\_\_\_

### IIIA.1 – Generators

PROPOSAL FORM					
Item No.	Description	Estimated Qty.	Cost Per Item	Total Price	Can you meet required delivery date on or before February 1, 2024 (Y/N)
1	Kubota GL1100 Lowboy II Diesel Industrial Generators 11KW	9			
2					
3					
4					
5					
6					
7					
8					
9					
10					
	Delivery Cost				
	Installation Cost				
	Total Cost:				

\* The quantities and dollar amounts shown herein are to be utilized by PSO as a guide to selecting the *best qualified* PROPOSER. The actual quantities purchased and total compensation paid to PROPOSER for the Project described in these Contract Documents may vary from the amounts 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.

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

2. 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: \_\_\_\_\_

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

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

Contractor License No. \_\_\_\_\_

Federal Employer Identification Number (FEIN): \_\_\_\_\_.

5. Business phone number of the Proposer: (\_\_\_\_)\_\_\_\_\_; Fax: (\_\_\_\_)\_\_\_\_\_

6. The Proposer has been operating under the present trade name continuously since: \_\_\_\_\_

7. The Proposer represents by execution of this document below that the Proposer will comply fully with all the stipulations included in the Proposal Package.

8. 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, and assembly of furniture products; 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.**

9. 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

BY: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
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 B

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 procurement, delivery, labor, product, and assembly thereto per the requirements set forth in the Contract Documents for: RFP 2FY24 Kubota GL1100 Lowboy II Diesel Generators 11KW
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. **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.
5. 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).
6. 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. Payment shall be made not more often than once per month and in accordance with the Contract Documents.
7. 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.

8. 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.

9. The PSO and the CONTRACTOR acknowledge the acceptance from the Proposal (Part III) of the following Alternate(s).

No. N/A      No. \_\_\_\_\_      No. \_\_\_\_\_      No. \_\_\_\_\_

No. \_\_\_\_\_      No. \_\_\_\_\_      No. \_\_\_\_\_      No. \_\_\_\_\_

10. 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.
11. The funding required for this Project is contingent upon the availability of appropriated funds.
12. 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.
13. 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.
14. 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.
15. 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.

16. 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.
17. 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.
18. 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.
19. 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: \_\_\_\_\_

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

Chris Nocco, Sheriff

Authorized Signature

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

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

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

## NOTARY ACKNOWLEDGMENT

STATE OF }  
COUNTY OF } ss

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.

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)

## **Attachment A Generator Specifications**

It is the intent of the Pasco Sheriff's Office to award a single contract for the purchase, assembly, and delivery of Nine (9) Kubota GL1100 Lowboy II Diesel Industrial Generators.

SPECIFICATIONS: Kubota GL1100 Lowboy II Diesel Industrial Generators

QUANTITY: Nine (9)



- **Photo shown for representation purposes only**

The Pasco Sheriff's Office understands the timeline of this project offers certain complexities as the prices of commodities such as trailers and their various components are in a constant state of flux. For the purposes of this request for proposal, Proposers are asked to provide current pricing for delivery to be complete on or before 02/01/2024.

## Attachment – B

### Proposal Opening Form and Proposal Score Card Samples

[illegible]

## PASCO SHERIFF'S OFFICE VENDOR SCORECARD

RFP #: 2FY24 KUBOTA GL1100 LOWBOY II DIESEL GENERATORS 11KW

Vendor Name:

Evaluator:

<b>A. Responsiveness of Proposal (Up to 25 Total Points)</b>			
1. Responsiveness of Submittal	Up to 25 Points	<b>BASIS FOR SCORE</b>	<b>Evaluator Comments</b>
Score	0	The following documents shall be completed and provided in Proposer's response: a. Introductory letter- 5 points b. Completed proposal- 5 points c. Delivery timeline- 5 points d. Spec sheets and photos- Up to 5 points (based on detail of spec sheet and photos) e. Warranty information- Up to 5 points (based on the length and coverage of warranty)	
<b>B. Quality (Up to 10 Points)</b>			
1. Product Quality	Up to 10 Points	<b>BASIS FOR SCORE</b>	
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>C. Delivery (Up to 15 points)</b>			
1. Delivery	Up to 15 Points	<b>BASIS FOR SCORE</b>	<b>Evaluator Comments</b>
Score	0	Points will be awarded as follows: 15 points for delivery prior to January 18, 2024. 10 points for delivery within January 19, 2024- February 1, 2024. 0 points for delivery on February 2, 2024 or later. Proposer shall provide proof of ability to obtain and deliver within timeframe.	
<b>D. Local Vendor (10 points)</b>			
3. Local Vendor	10 Points	<b>BASIS FOR SCORE</b>	<b>Evaluator Comments</b>
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.	
<b>E. Price</b>			
1. Price	Price Factor	<b>BASIS FOR SCORE</b>	<b>Evaluator Comments</b>
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 40.	
Total Score	0.0		
Evaluator:		Signature:	
Title:		Date:	