

REQUEST FOR QUOTE



PASCO SHERIFF'S OFFICE
AGENCY SERVICES
19415 CENTRAL BLVD
LAND O'LAKES, FLORIDA 34637

RFQ NO: 3FY20 IT Solutions F1RST
Training

DATE: **June 2, 2020**

AGENCY SERVICES:
PHONE NO: (813) 235-6011
FAX NO: (813) 235-6016

RETURN RFQ NO LATER THAN: **July 2, 2020** by 3:00 PM
Local Time on a clock designated by Agency Services

OPENING DATE: **July 7, 2020**

OPENING TIME: 10:00 AM

RETURN RFQ TO:

PASCO SHERIFF'S OFFICE
AGENCY SERVICES
PURCHASING MANAGER
19415 CENTRAL BLVD
LAND O'LAKES, FLORIDA 34637

REQUEST FOR QUOTE FOR INTERACTIVE TECHNOLOGY SOLUTIONS FOR THE F1RST
TRAINING BUILDING

It is the intent of this Quote to solicit vendors to provide the goods/equipment/services listed within this solicitation.

Contractor must currently be in full compliance with and shall maintain compliance with all Florida Statutes, including F.S. 255.103, F.S. 287.055 "Consultants Competitive Negotiation Act", and all federal, state, and local laws and regulations relating to the operation of Contractor's business and has obtained and shall maintain at no cost to the Pasco Sheriff's Office (PSO), all licenses and permits which are required for the provision of services, goods, or equipment to the PSO. Contractor must verify all necessary permits and licenses are in full force and effect and the Contractor is in full compliance with the terms and conditions of any and all permits and/or required licenses.

The responding Contractors hereby agree to furnish goods and/or services, pursuant to all requirements and specifications contained in this solicitation document, and further agree that the language of this document shall govern in the event of a conflict with his or her response.

A. General Terms and Conditions

Intent: The General Terms and Conditions described herein apply to the acquisition of goods, equipment, and/or services. The Pasco Sheriff's Office is seeking Quotes from qualified companies to provide the goods, equipment, and/or services as outlined in the RFQ.

Start Date: It is the intent of the PSO to award the new contract no later than **July 20, 2020**. The PSO intends to award a single contract for the goods and/or services as outlined in this RFQ.

These general terms and conditions apply in like force to this solicitation and to any contract resulting therefrom.

GENERAL TERMS

ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS

The PSO reserves the right to negotiate modifications to the proposals that it deems acceptable, to reject any or all proposals, to request and consider additional information and/or clarifications from any firm, and to waive minor irregularities and technical defects. The PSO reserves the right to seek new proposals when it determines that it is in its best interest to do so.

AGREEMENT TERM AND REQUIREMENTS

It is PSO's intent to develop an agreement for the goods and/or services as specified herein, contingent upon the appropriation of funds. The terms of this RFQ and any Addenda, contents of the response submitted by the successful firm, with any amendments or subsequent revisions shall become part of the resulting contract.

AMERICANS WITH DISABILITIES ACT

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 for any public meetings related to any solicitation should contact the Purchasing Department at 813-235-6011 at least twenty-four (24) hours in advance of the meeting.

ANTITRUST

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the PSO all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida related to the particular goods or services purchased or acquired by PSO under said contract.

APPLICABLE LAW

The contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The Contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility. In the event of a dispute, each party is responsible for their own attorney's fees and costs, unless specifically outlined otherwise.

ASSIGNMENT

The successful Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the PSO.

AUDIT COOPERATION REQUIREMENT FOR STATE FUNDED PROJECTS

In those instances where state funding is involved, the successful Contractor, and its subcontractor(s) must agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant

Section 20.055 (5), Florida Statutes. By submitting a bid or response to this solicitation, the Contractor certifies that they understand and will comply with this subsection.

State Funds Involved: X (X if applicable, N/A if not applicable)

AWARD

Consideration for award will be by proximity to specifications given, costs, time of delivery, and other factors deemed by the PSO to be appropriate. Complete and accurate responses to all items are necessary for the complete and fair evaluation of Quotes. Additional factors that may be considered include, but are not limited to, the expected life of equipment, output, maintenance, consumption costs, disposal value, warranty, and complexity of operation, required training, and other factors that may contribute to the overall cost of ownership. In determining the responsibility of vendors, past performance, references, documented experience, financial capability, and other reasonable factors will be considered. The PSO reserves the right to award by whatever manner is deemed to be in PSO's best interest.

BID/QUOTE ACCEPTANCE PERIOD

Any Quote submitted as a result of the solicitation shall be binding on the Contractor for a minimum of ninety (90) calendar days following the Quote opening date. Any Quote for which the Contractor specifies a shorter acceptance period shall be rejected.

BID/QUOTE CLARIFICATIONS

If any party contemplating the submission of a Quote on this invitation is in doubt as to the true meaning of any part of the plans, specifications, or other documents, they may submit a written request for an interpretation. Questions or requests for interpretations shall clearly state, in detail, the basis for such question(s) or request(s) including a reference to the specific paragraph or language in the solicitation. The request shall be clearly marked as "RFQ QUESTION" and must include the solicitation number. Further instructions on how to submit Questions are outlined in Subsection D (4) of this solicitation. Modifications to solicitations will be made only by properly issued written addenda. All such addenda shall become part of the solicitation and resulting contract documents. The PSO shall only be responsible for explanations or interpretations issued in accordance herewith. No oral interpretations will be made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in the Contractor waiving his/her right to dispute the Quote specification.

BID/QUOTE SEALED ENVELOPE/PACKAGE

Sealed envelope/package containing Quotes must be sealed and marked with "**RFQ No. # 3FY20 Interactive Technology Solutions for the FIRST Training Building**". Failure to do so may cause a Quote not to be considered.

BID/QUOTE FORM SUBMISSION

For instructions, refer to RFQ Section F. Quotes shall be submitted on the attached forms. Quotes submitted in violation of this provision shall not be considered. All Quotes must be signed, in ink, in order to be considered. Erasures are not acceptable on Quotes; if necessary to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the Contractor is a firm or corporation, the Contractor must show the title of the individual executing the Quote, and if the individual is not an officer of the firm or corporation, the Contractor must submit proof that the individual has the authority to obligate the firm or corporation. **QUOTES MAY NOT BE ALTERED OR AMENDED AFTER THE RFQ CLOSING.**

BID/QUOTE RECEIPT AND OPENING

For these instructions, refer to RFQ Section F. The PSO will receive sealed Quotes until date and time indicated on this RFQ. Quotes must be delivered, by hand or mail, to the:

AGENCY SERVICES

**PURCHASING MANAGER
PASCO SHERIFF'S OFFICE
19415 CENTRAL BLVD
LAND O'LAKES, FLORIDA 34637**

Quotes received after the date and time of the Quote opening will be received, date stamped, and returned to the Contractor unopened. It is the responsibility of the Contractor to ensure that Quotes arrive at the designated opening place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late Quotes. **FAXED QUOTES WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.**

BID/QUOTE WITHDRAWAL

Quotes may not be changed after the RFQ closing time.

To withdraw a Quote that includes a clerical error after the RFQ opening, the Contractor must give notice in writing to the PSO of claim or right to withdraw a Quote. Within two (2) business days after the RFQ opening, the Contractor requesting withdrawal must provide to the PSO all original work papers, documents, and other materials used in the preparation of the Quote. A Contractor may also withdraw a Quote prior to the time set for the opening of Quotes by simply making a request in writing to the PSO; no explanation is required. No Contractor who is permitted to withdraw a Quote shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded or otherwise benefit from the contract. No partial withdrawals of a Quote are permitted after the time and date set for the RFQ opening; only complete withdrawals are permitted. The decision to allow or disallow Quote withdrawal remains solely with the PSO.

CANCELLATION

PSO reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of a resulting contract will be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of PSO. In addition to all other legal remedies available to PSO, PSO reserves the right to cancel and obtain from another source any services which have not been provided within the required period of time, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by PSO.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The Contractor certifies the prices submitted in response to the solicitation have been arrived at independently and without—for the purpose of restricting competition—any consultation, communication, or agreement with any other Contractor or competitor relating to those prices, the intention to submit a Quote, or the methods or factors used to calculate the prices Quote.

CHANGE IN SCOPE OF WORK

The PSO may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract. If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the PSO in writing. If the PSO believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

CHANGES IN SHORT-LISTED FIRMS/PROJECT TEAMS

Any personnel changes in a short-listed firm, after the submission of the response to this request, could result in reconsideration of the scoring of applicable evaluation criteria. Any changes in a short-listed firm should be brought to the attention of PSO as soon as possible after the change is made. The changes, the reasons for the changes, and resumes for the individuals being substituted, must be submitted, prior to oral presentations, to the Purchasing Manager. Reconsideration may result in changes to the short-listing or rankings.

CLEANING UP

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

COLLUSION AMONG BIDDERS

Each Contractor, by submitting a Quote, certifies 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 Quotes shall be rejected if there is any reason for believing that collusion exists among the bidders. The PSO may or may not, at its discretion, accept future Quotes for the same work from participants in such collusion. More than one (1) Quote from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing a Contractor has interest in more than one (1) Quote for the work being bid may result in rejection of all Quotes in which the Contractor 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 Quote for the work.

COMMENCEMENT OF THE PROJECT

The Contractor shall begin work on the date agreed to in writing by the Parties (Contract Start Date). No work shall be done prior to the Contract Start Date. Any work performed by the Contractor prior to Contract Start Date shall be at the sole risk and expense of the Contractor.

CONFIDENTIAL, PROPRIETARY INFORMATION, OR TRADE SECRETS

The parties agree to 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, Recipient 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. The parties acknowledge and agree that any and all confidential or proprietary information or trade secrets (including any intellectual property rights therein) is and will remain the sole property of the party providing the respective materials or information. PSO shall notify Contractor of any requests for information so designated and Contractor 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 Contractor 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 Contractor 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 Contractor should assert any proprietary, confidential, or trade secret status to any of its

systems, methods, procedures or written materials and other controls employed by Contractor in the performance of its obligation pursuant to this Agreement, then Contractor 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 Contractor's failure to comply with the requirements of the law with regard to the release of records. Contractor's Confidential Information and/or Trade Secret information shall not be disclosed by PSO to any third party except as permitted under this Contract or as required by law subject to compliance with the procedure set forth in this Article.

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

CONFLICT OF INTEREST

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

CONTRACTOR CERTIFICATION

The Contractor agrees that submission of a signed Quote form is certification the Contractor will accept an award made to it as a result of a submission.

CONTRACTOR INVESTIGATIONS

Before submitting a Quote, each Contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the PSO upon which the Contractor will rely. If the Contractor receives an award as a result of its Quote submission, failure to have made such investigations and examinations will in no way relieve the Contractor from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.

CONTRACTUAL OBLIGATIONS

The successful Bidder may not sublet or subcontract any of the contractual obligations concerning this bid 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 Bid 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.

CORRECTION OR REMOVAL OF DEFECTIVE WORK

When directed by PSO, the Contractor shall promptly, without cost to PSO and as specified by PSO, either correct the defective Work whether fabricated, installed, or completed, or remove it from the Site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such defective Work within a reasonable time, all as specified in a written notice from PSO, PSO may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the Contractor or deducted from payment to Contractor. The Contractor will also bear the expense of correcting or removing and replacing all Work of others destroyed or damaged by the correction, removal, or replacement of the defective Work.

After approval of final payment, and prior to the expiration of one (1) year after the date of Final Completion, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract documents, if any Work is found to be defective, incomplete, or otherwise not in accordance with the Contract Documents, the Contractor shall promptly, without cost to PSO and in accordance

with the written instructions of PSO, either correct such defective Work, or if it has been rejected by PSO, remove it from the Site and replace it with nondefective Work. If the Contractor does not promptly comply with the terms of such instructions, PSO may have the defective Work corrected, removed, or replaced. The Contractor will pay all direct and indirect costs of such action.

DEBARMENT

By submitting a Quote, the Contractor certifies it is not currently debarred from submitting Quotes 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 Quotes for contracts issued by any subdivision or agency of the State of Florida.

DEPARTMENT OF HOMELAND SECURITY'S IMAGE PROGRAM (E-VERIFY COMPLIANCE)

PSO is an 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. As part of its compliance efforts under this program, the PSO encourages all contractors (and/or their subcontractors) under contract with or performing work for the PSO to establish employment procedures that adopt the Images Program Best Practices and otherwise ensure compliance with federal employment eligibility verification requirements as part of its hiring practices. The selected contractor shall also include this requirement in all its subcontractor(s) contracts involving work for the PSO. For those PSO projects utilizing State of Florida funds, the requirement to comply with E-Verify will be mandatory. PSO reserves the right to request verification of compliance from its contractors during the term of its contract with PSO and for a period of up to five (5) years thereafter. Should a PSO retained contractor and /or its subcontractors be found to be non-compliant with E-Verify as part of a federal audit or other inquiry, the contractor and/or its subcontractor(s) will be solely responsible for the payment of any fines or costs imposed upon PSO as a result of such non-compliance. In the event E-Verify use is mandated by Federal or Florida law, Contractor shall be in compliance by the effective date.

DRUG FREE WORKPLACE PROGRAM

Pursuant to Section 287.087, Florida Statutes, Offerors may certify in their response that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the Offeror who has furnished such certification with their response.

EMERGENCIES

In emergencies affecting the safety of persons, the work, or property at the Site or adjacent thereto, the Contractor, without special instructions or authorization from PSO, and then only if time or circumstances do not permit such special instructions or authorization, is obligated to prevent or mitigate threatened damage, injury, or loss. The Contractor shall give PSO written notice that the emergency provision has been invoked and shall state the reasons therefore within twenty-four (24) hours of the incident. If the Contractor believes the emergency resulted in additional work, Contractor may request a change to the scope of work from PSO. In the event the Contractor performs the additional work, but has not been authorized by PSO, the additional work will be at the Contractor's sole expense.

Contractor shall immediately notify PSO of all events involving personal injuries to any person on the project site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other events resulting in property damage of any amount within five (5) days of the occurrence of each such event.

ETHICS IN PUBLIC PROCUREMENT

The contract shall incorporate by reference, but shall not be limited to, the provisions of law contained in Chapter 112, Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Quote on a contract to provide any goods or services to a public entity; may not submit a Quote on a contract with a public entity for the construction or repair of a public

building or public work; may not submit Quotes on leases or real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Contractor certifies that its Quote was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other Contractor, supplier, manufacturer, or subcontractor in connection with this Quote; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value.

EXCEPTIONS

Contractors taking exception to any part or section of the solicitation shall indicate such exceptions on the Quote form or appendix. Failure to indicate any exception will be interpreted as the Contractor's intent to comply fully with the minimum requirements as written. Conditional or qualified Quotes, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID/QUOTE

The PSO accepts no responsibility for any expense incurred by the Contractor in the preparation and presentation of a Quote. Such expenses shall be borne exclusively by the Contractor.

FAILURE TO DELIVER

In the event of failure of the Contractor to deliver the goods and services in accordance with the contract terms and conditions, the PSO may procure the goods and services from other sources and hold the Contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids or proposals to PSO for a maximum of three (3) years. These remedies shall be in addition to any other remedies PSO may have available.

FAILURE TO ENFORCE

Failure by the PSO at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the PSO to enforce any provision at any time in accordance with its terms.

FAIR LABOR STANDARDS

By submission of a Quote, the Contractor certifies the Contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal regulations.

FINAL COMPLETION

Upon written notice from the Contractor that the Project is complete, PSO shall schedule a final inspection with the Contractor and any other personnel requested by PSO. PSO shall, if necessary, notify the Contractor in writing of any Work this inspection reveals to be defective, or otherwise not in accordance with the Contract Documents. Should the Contractor receive notice of such defective or non-conforming Work, the Contractor shall immediately take all such action as may be necessary to remedy these defects and bring the Project into full compliance with the Contract Documents, following which the Contractor shall request another such inspection, subject to the procedures and conditions set forth in this paragraph. Final Completion of the Work shall be deemed achieved by the Contractor when all Work required under the Contract Documents has been satisfactorily completed in accordance with the contract specifications.

FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.

FUNDING

All funds for payment by the PSO under this contract are subject to the availability and appropriation of funds by the State of Florida. If at any time funds are not received by the State 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 the PSO shall not be obligated under this contract beyond the date of termination.

IDENTICAL BIDS/QUOTES

Identical Quotes which otherwise appear suspicious will be reported to the PSO General Counsel for investigation.

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

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 this Agreement.

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.

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.

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

The Contractor by agreeing to defend the PSO as set forth above, agrees if the PSO receives a claim or complaint under this contract pertaining to Contractor's acts, services, or goods; then Contractor agrees to pay all attorney fees and expenses; the selection of such attorney to represent the PSO shall be the sole and exclusive determination of PSO.

INDEPENDENT CONTRACTOR

The Contractor, and its employees, agents, and officers shall be legally considered an independent contractor and neither the Contractor nor its employees, agents, or officers shall, under any circumstances, be considered servants

or agents of the PSO; and the PSO shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its employees, agents, or officers. The Contractor shall be responsible for any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the PSO shall not provide to the Contractor or its employees, agents, or officers any insurance coverage or other benefits, including workers' compensation. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement.

INFORMALITIES AND IRREGULARITIES

The PSO has the right to waive minor defects or variations of a Quote from the exact requirements of the specifications not affecting the price, quality, quantity, delivery, or performance time of the services and/or goods being procured. If insufficient information is submitted by a Contractor with the Quote for the PSO to properly evaluate the Quote, the PSO has the right to require such additional information as it may deem necessary after the time set for receipt of Quotes, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. The PSO reserves the right to reject any or all Quotes in whole or in part; to award by any item, group(s) of items, total Quote, or accept the Quote that is most advantageous and in the best interest of the PSO.

INSURANCE REQUIREMENTS

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 of Intent to Award of this Agreement, and prior to submission of the Agreement to the PSO 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. 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 thirty (30) days of the issuance by PSO of the Notice of Intent to Award.

All policies of insurance mandated by this Agreement shall name the Pasco Sheriff's Office 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 Manager
19415 Central Boulevard
Land O'Lakes, Florida 34637

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.

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.

Receipt by PSO of any Certificate of Insurance or copy of any policy evidencing the insurance coverage and limits required by these 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 these requirements.

No work for PSO shall commence until the required Certificates of Insurance, and copies of the associated policies, if requested, are received by PSO, even if the term of the contract has commenced.

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.

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.

Should the Contractor fail to maintain any of the insurance coverage as required, 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.

In addition to being listed as a certificate holder, all liability insurance policies obtained by the Contractor to meet these requirements, other than the Worker's Compensation and Employer's Liability Policy, shall provide that the Sheriff, the PSO, 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.

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.

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 |

Commercial General Liability Insurance. Coverage shall include, but not limited to, liability arising from the contract site, 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.

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

All Risk Coverage. For purposes of this Agreement, **Builder’s Risk** coverage is/is not required; Installation **Floater coverage** is/is not required. If either or both are required, the Contractor shall provide said coverage, which shall include the following minimum requirements:

a. All Risk coverage shall be issued by insurance company(s) approved by the State of Florida Department of Insurance and acceptable to PSO. All coverage and endorsements must be on forms acceptable to PSO. The Contractor shall pay any and all premiums for this insurance, with any deductibles being the sole responsibility of the Contractor. If both Builder’s Risk and Installation Floater have been specified, no more than one deductible per occurrence shall apply. Maximum deductible per occurrence for this Project: \$ N/A .

b. Limit of coverage shall be 100% of the completed value of any building(s) or structure(s), or 100% of the value of the equipment to be installed, as appropriate; and Installation Floater coverage shall also provide for coverage of the installed equipment, including labor and materials, prior to final completion of the Project.

c. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any “occupancy clause” or similar warranty or representation that the building(s) or structure(s) will not be occupied.

Pollution Liability Insurance. For purposes of this Agreement, Pollution Liability Insurance coverage is/is not required. If required, the Contractor shall provide said coverage, which shall include the following minimum requirements: The minimum limits of liability shall be: \$2,000,000.00 per occurrence/ \$2,000,000.00 aggregate for the incident. The Contractor shall maintain pollution liability coverage for bodily injury, property damage and environmental damage caused by a pollution incident.

Certificates of Insurance. Certificates of Insurance evincing the insurance coverage as specified in this Section, when required, 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.

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/vendor/named party verifies and affirms that it is in compliance with 8 U.S.C., Sec. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The PSO will consider the employment of unauthorized aliens by any Contractor/vendor/named party, 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 the PSO.

LIMITATION OF COST

The Contractor agrees to perform the work specified and complete all obligations under the contract within the stated amounts.

MAINTENANCE OF RECORDS

The Contractor shall keep adequate records and supporting documentation applicable to this 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, 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.

NONCONFORMING TERMS AND CONDITIONS

A Quote response that includes terms and conditions that do not conform to the terms and conditions in the Quote document is subject to rejection as nonresponsive. The PSO reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its Quote response prior to a determination by the PSO of non-responsiveness based on the submission of nonconforming terms and conditions.

NONDISCRIMINATION

By submission of Quote, the Contractor certifies the Contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, because of his/her race, color, religion, sex, disability, or national origin, as outlined in applicable State and Federal regulations.

OFFICIAL DOCUMENTS

PSO is not responsible for expenses incurred prior to award. PSO officially distributes solicitation documents through an online bid system, Demand Star, at www.demandstar.com. Solicitation documents may be downloaded at NO COST using this system. Solicitation documents may also be obtained from the Pasco Sheriff's Office's public website www.PascoSheriff.com under CITIZEN RESOURCES → RESOURCES → VENDOR RESOURCES. Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon. PSO is not responsible for solicitation 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 solicitation 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 solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A**

SOURCE OTHER THAN THE DEMANDSTAR ONLINE BID 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 OR FROM OUR PUBLIC WEBSITE WWW.PASCOSHERIFF.COM AT NO COST.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract or purchase order must be made in writing and agreed to by both Parties.

PARTNERSHIPS/CORPORATIONS/AGENTS

When an Offeror is a partnership or joint venture, the response must be signed in the name of the partnership or joint venture and by all persons or entities required to do so under the terms of their partnership or joint venture agreement. Any existing written underlying partnership or joint venture agreements must be included as part of the response. A cover letter may be used to satisfy the signature requirements. When an Offeror is a corporation, the authorized corporate officer signing the response must set out the corporate name in full beneath which said officer must sign his/her name and give title of his/her office. The response must also bear the seal of the corporation. Anyone signing the response as officer or other agent must file with it legal evidence of the authority to do so. Offerors who are or include corporations or limited partnerships must furnish a duly executed certificate of status from the Florida Department of State.

The person(s) signing the response must certify under oath that the information contained in the response is true and accurate. Each Offeror understands, by submitting a response that PSO will rely in part on such certification in selecting the short-listed firms/teams. Failure to submit the documents requested above with the proposal or within 24 hours of a request made by PSO may be the basis for rejection of the response. Such documents must be effective as of the date of the response. When applicable, short-listed design-build entities will be required to show evidence of having filed with the State of Florida for registration of their organization within 15 days of announcement of the short list.

PERMITS AND LICENSING

Contractor must currently be in full compliance with and shall maintain compliance with all federal, state, and local laws and regulations relating to the operation of Contractor's business and has obtained and shall maintain at no cost to the PSO, all licenses and permits which are required for the provision of services or goods to the PSO. Contractor must verify all Permits are in full force and effect and the Contractor's facility is in full compliance with the terms and conditions of that permit.

Contractor must verify, in writing, that it has not received any citations, notices or other correspondence from the State of Florida relating to any violations or potential violations under that permit. Contractor shall give the PSO notice of any action, which jeopardizes the continued validity of such permit within five (5) days of such action. Contractor must be a registered, bonded Contractor, licensed to do business in the State of Florida. Contractors shall possess the qualifications, training, licenses, and permits required within Pasco County to provide services or goods to the PSO.

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

PAYMENT TERMS AND DISCOUNTS

Payments may be made in accordance with a payment schedule agreed upon by all parties. Full payment will be made by the PSO after receipt and acceptance of all materials/services and proper invoice in accordance with Florida Statute Chapter 218, Part VII 218.70, the Local Prompt Payment Act.

PRINCIPAL PERSONNEL

Principal or key personnel identified in the response may not be substituted without prior written approval of PSO. Replacements for key personnel under contract must have equivalent professional qualifications and experience as those individuals listed in the response. Approval of substituted personnel will not be unreasonably withheld by PSO.

PUBLIC INFORMATION

Upon public opening of Quotes presented to the PSO as a result of this solicitation, any and all information contained therein is considered public record and will be made available in accordance with Chapter 119, Florida Statutes. Any information claimed by the Contractor to be proprietary or confidential shall be clearly marked. In the event of a public records request, lawsuit or litigation brought regarding or requesting disclosure of confidential information, the party claiming the confidentiality shall defend such claim and bear all costs of defending same.

PUBLIC RECORDS LAW

Contractor agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, Contractor agrees to keep and maintain public records that would be required by PSO in order to perform the services provided for in this Agreement; Contractor agrees to provide public access to any required public records in the same manner as a public agency; Contractor agrees to protect exempt or confidential records from disclosure; Contractor agrees to meet public records retention requirement; and Contractor agrees that at the end of term of this Agreement, to transfer all public records to PSO, at no cost to PSO, and destroy any duplicate exempt or confidential public records.

CONTRACTOR MUST CONTACT THE PASCO SHERIFF'S OFFICE PUBLIC RECORDS CUSTODIAN WITH ANY QUESTIONS REGARDING CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. THE PASCO SHERIFF'S OFFICE PUBLIC RECORDS CUSTODIAN CONTACT INFORMATION FOR THIS CONTRACT IS:

Name: Rogerick Green
Address: 20101 Central Blvd
Land O'Lakes, FL 34637
E-mail: rgreen@pascosheriff.org

PURCHASE ORDER REQUIREMENT

PSO purchases are authorized only if a signed purchase order is issued in advance of the transaction. Contractors providing goods or services without a signed purchase order do so at their own risk. The PSO will not be liable for payment for any services or goods provided under this Contract unless a valid purchase order has been issued to the Contractor.

QUALIFICATIONS OF BIDDERS

The Contractor may be required to register with the Florida Department of Management Services Division of State Purchasing. PSO shall notify the Contractor of any such requirement. MyFloridaMarketPlace (MFMP) is

the State of Florida's online procurement system, providing a web-based program for state agencies and vendors to exchange products and services.

The Contractor may be required before the award of any contract to show to the complete satisfaction of the PSO that it has the necessary facilities, ability, and financial resources to provide the services or goods specified therein in a satisfactory manner. The Contractor may also be required to give a past history and references in order to satisfy the PSO in regard to the bidder's qualifications. The PSO may make reasonable investigations deemed necessary and proper to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to the PSO all information for this purpose that may be requested. The PSO reserves the right to reject any Quote if the evidence submitted by, or investigation of, the Contractor fails to satisfy the PSO that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of a Contractor's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the services required.
2. The ability of the Contractor to perform the work or provide the services promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the Contractor.
4. The quality of performance of previous contracts or services.

QUALIFICATIONS OF SUBCONTRACTORS, VENDORS, AND SUPPLIERS

Within ten (10) days after receipt of Notice of Intent to Award to Contractor, or prior to the award of the bid by PSO (whichever is earlier) the Contractor shall submit to PSO a list of all Subcontractors and all such other persons and organizations whom the Contractor intends to utilize in performing portion of the work. The Contractor shall indicate the corresponding line item under which each Subcontractor will be working.

The Contractor agrees, within fourteen (14) days of receipt of a written request from PSO, to promptly remove from the Project any personnel employed or retained by the Contractor, whom PSO may request in writing to be removed, with or without cause. Any substitution submitted by Contractor must be acceptable to PSO and said substitution shall be at no additional cost to PSO.

The Contractor agrees, within fourteen (14) days of receipt of a written request from PSO, to promptly remove and replace any Subcontractor employed or retained by the Contractor, whom PSO shall request in writing to be removed, with cause. If PSO requires the removal of any Subcontractor, the Contractor shall submit a substitute acceptable to PSO and said substitution shall be at no additional cost to PSO.

The Contractor may remove or replace a Subcontractor employed or retained by the Contractor only with the prior written approval of the PSO. Said approval shall not be issued absent submission by the Contractor to the PSO of evidence, acceptable to PSO, that the Subcontractor to be removed or replaced has been paid in full for all services and material rendered by the Subcontractor in connection with the Project.

QUALITY OF GOODS

All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. Equipment and materials furnished by the Contractor having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by the Contractor at no cost to the PSO. Any existing Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being bid must be submitted with the Quote. No product containing asbestos, lead paint, or polychlorinated biphenyl (PCB) in any form will be considered for award by the PSO.

RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the PSO, the same amount may be deducted from any sum due the Contractor under the contract or under any other contract between the Contractor and the PSO. The rights of the PSO are in addition and without prejudice to any other right the PSO may have to claim the amount of any loss or damage suffered by the PSO on account of the acts or omissions of the Contractor.

RESERVATION OF RIGHTS

PSO may (1) amend or modify this request, (2) revise requirements of this request, (3) require supplemental statements or information from any firm, (4) accept or reject any or all responses, (5) extend the deadline for submission of responses, (6) negotiate or hold discussions with any Offeror and to waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein, and (7) cancel this request, in whole or in part, if the PSO deems it in its best interest to do so. PSO may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of response or otherwise.

RIGHT TO AUDIT

The Contractor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by the PSO from the subject vendor. The Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the PSO, whichever event occurs first. These records shall be made available, at no expense to PSO, during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by the PSO, its designees, or other authorized bodies.

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, except as outlined in the section entitled SAFETY AND PROTECTION. The bidder/Contractor shall not be responsible for damage to the goods occasioned by negligence of the PSO or its employees.

SAFETY AND PROTECTION

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

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

SEVERABILITY

In the event any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

SOVEREIGN IMMUNITY

Nothing contained in this solicitation or a resulting contract shall be construed as a waiver of sovereign immunity of the PSO pursuant to Florida Statute 768.28.

STOP WORK

When work is determined by PSO to be 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 this RFP, Quote, or any resulting contract, PSO may order the Contractor to stop the Work until the cause for such order has been eliminated. 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.

SUBCONTRACTS

Contractor agrees that all employees, subcontractors, or agents performing work under this Quote shall be properly trained and licensed individuals who meet or exceed any specified training qualifications.

Contractor agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this Quote, and will not assign the responsibility for this Quote to another party. **If the Contractor subcontracts any or all of the work required under this Quote, a copy of the executed subcontract must be forwarded with the Bid/Quote Form.** After the award, the Contractor shall inform PSO of its intention to enter into a subcontract. Any subcontract entered into after the award must be agreed upon by PSO in writing. The Contractor agrees to include in any subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the PSO and Contractor harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Quote, to the extent allowed and required by law.

SUBSTITUTE MATERIALS OR EQUIPMENT

In the event the Contractor notifies PSO that certain materials or equipment described in the Contract cannot be procured by the Contractor for the project, or should PSO find to be inadequate the documentation submitted by the Contractor in response to a request for reasonable assurances of ability to furnish the materials or equipment as described above, PSO may, as its option:

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

Approval of any change in costs or schedule as a result of tentative acceptance of the substitute by the PSO shall be in writing.

TAXES

All Quotes shall be submitted exclusive of direct Federal, State, and local taxes; however, if the Contractor believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item Quote price. Prices quoted must be in units specified, and shall not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. The PSO does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. Please refer to Chapter 192, Florida Statutes.

TRUTH-IN-NEGOTIATION CERTIFICATION

By submitting a response, the Offeror certifies that the wage rates and costs used to determine the compensation provided for in a resulting contract will be accurate, complete and current as of the date of the resulting contract and no higher than those charged the Offeror's most favored customer(s) for the same or substantially similar

services. The said rates and costs shall be adjusted to exclude any significant sums should the PSO determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside contractors. The PSO may exercise its rights under this “certification” within one (1) year following final payment.

UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the Contractor is considered by the PSO to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, on being notified by the PSO, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the PSO shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor. Notwithstanding the above, the PSO reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Contractor of the intention to cancel.

WARRANTY

Contractor warrants and guarantees to PSO that all materials and requirements will be new unless otherwise specified, and that all Work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of this RFP, Quote, and any resulting contract, and any inspections, tests, or approvals referred to in this Article for a minimum period of one year following the date of Final Acceptance. To the extent the Work may be required in order to achieve and maintain compliance with any permit issued by any federal or state authority (e.g., mitigation planting required as a condition of a permit by the Southwest Florida Water Management District) and no written final approval by said authority has been received within one year following Final Acceptance, the Contractor shall warrant and guarantee that portion of the Work beyond one (1) year and until such time as written final approval has been issued by the applicable authority. All unsatisfactory Work, all faulty Work, and all Work not conforming to the requirements of this RFP, Quote, and any resulting contract, or to such inspections, tests, approvals, or to any and all applicable building, construction and safety requirements, shall be considered defective. PSO 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

B. SPECIAL PROVISIONS

In addition to the General Provisions of this solicitation, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting therefrom.

TRANSPORTATION AND PACKING

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller. No additional charges will be allowed for packing, packages, or partial delivery costs. By submitting their Quotes, all bidders certify and warrant that the price offered includes the freight rate costs at the lowest and best rate and is based upon actual weight of the goods to be shipped. Standard commercial packaging, packing, and shipping containers shall be used, except as otherwise specified herein.

SCOPE AND SPECIFICATIONS OF GOODS AND SERVICES

The specifications are outlined on Exhibit A and describe the purchase and installation of **Interactive Technology Solutions for the FIRST Training Building** and all estimated time requirements of Contractor’s employees and/or subcontractors to fulfill the specifications. Contractors will be expected to meet all specifications and requirements.

- a. Failure to meet the specifications/requirements will result in removal from consideration.

- b. Quotes shall be considered only from Contractors who can demonstrate to the PSO a professional ability to provide a high quality product and service as specified within this RFQ.
- c. Contractor shall have a track record of providing quality service and products in their field.
- d. **Delivery Specifications**

The Interactive Technology Solutions for the FIRST Training Building will be delivered directly to the installation site located at 10370 Charles Bo Harrison Way, Land O' Lakes, FL 34637. PSO and Contractor will coordinate the exact delivery location, time, and date in advance.

C. BID/QUOTE FORM AND VENDOR INFORMATION

Item No.	Description (Refer to specifications listed on Exhibit A)	Qty	Lump Sum Price Incl. All Parts Equip. & Labor	Earliest Possible Delivery & Install Date
1	Training Building – 1.2 Three classrooms	1		
2	1.3 Classroom # 4	1		
3	Training Building - 1.4 Standard conference room setup	1		
4	Training Building - 1.5 Lobby	1		
Total Cost			\$	

THIS QUOTE IS OFFERED TO THE PASCO SHERIFF'S OFFICE:

Quotes shall be submitted in a sealed envelope. Quotes received after bid opening time will be returned unopened.

Quotes shall be submitted to Agency Services, Purchasing Manager, Pasco Sheriff's Office 19415 Central Blvd, Land O'Lakes, FL 34637 by the date and time indicated on the cover sheet.

1. Contractor INFORMATION

Contractor Name _____

Federal Taxpayer Identification Number _____

Address _____

Person to Contact Regarding this Quote _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

2. AUTHORIZED SIGNATURE - All quotes shall be signed in blue or black ink by authorized principals of the firm as outlined in this RFQ.

The undersigned affirms and declares:

- a. Bidder has read and understands the requirements of this Request for Quote **3FY20 Interactive Technology Solutions For the FIRST Training Building** and will comply with all requirements;
- b. I am duly authorized to execute this quote/offer document and any contract(s) and/or transactions required by award of this RFQ;
- c. This Quote is made without understanding, agreement or connection with any person, firm or corporation making a quote for the same purpose, and is in all respects fair and without collusion or fraud;
- d. I understand and agree this quote shall remain open for an evaluation period of ninety (90) calendar days following the opening of quotes;
- e. Bidder is not in arrears to PSO upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to PSO;
- f. 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; and
- g. Neither Bidder nor any officer of Bidder has 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.

Please Print or Type. All signatures must be in BLUE OR BLACK INK.

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

D. RFQ Submission Requirements:

- 1. Response Deadline: All responses must be in a sealed envelope or package and be clearly marked stating; “RFQ No. 3FY20 – Interactive Technology Solutions for the F1RST Training Building - “DELIVER TO PSO PURCHASING MANAGER IMMEDIATELY”.**

All responses must be received no later than 3:00 PM Local Time (on a clock designated by the PSO Agency Services Office) on **July 2, 2020**.

- 2. RFQ Submission Format:** In order to be considered for selection, respondents must submit Quote in the following format. Failure to do so may result in the Quote being declared non-responsive.

- One (1) fully completed and executed original Bid Proposal and three (3) copies must be submitted in a sealed BID NUMBER envelope to the Pasco Sheriff’s Office’s Purchasing Section, along with any other documentation required by this Bid Package, at the time and place herein specified. BIIDDER shall also supply two (2) electronic copies of the entire Bid Proposal, one complete copy clearly marked COMPLETE COPY and one redacted copy (with proprietary and confidential information removed) clearly marked REDACTED COPY. Electronic copies are preferred on a flash drive; a CD will also be acceptable. Except for the redacted information, the redacted copy must be identical to the original hard copies, reflecting the same pagination as the original and showing the space from which information was redacted. BIDDER shall be responsible for clearly identifying all proprietary/confidential information and for ensuring the electronic copy is protected against restoration of redacted data. Emailed and faxed copies are not acceptable. Proprietary and Confidential information should be clearly marked.

A. Introduction

- Letter: Include letter indicating that the quote submitted is in response to this RFQ (**RFQ No. 3FY20 – Interactive Technology Solutions for the F1RST Training Building**). This letter is to be a brief letter, addressed to the PSO Purchasing Manager, which provides the following information:
 - Name and address of the company;
 - Name, title, telephone number and email address of the contact person for the company;
 - Company fax number;
 - The signature, typed name and title of the individual who is authorized to commit the company to the Quote; and
 - Federal ID number assigned to your business for tax reporting purposes.

B. Permits & Licenses: Proof of any permits and/or licenses as outlined on RFQ.

C. Quote: Contractor is to complete the Quote Form and Vendor Information Form (Page 20 & 21 of this RFQ).

3. Submit RFQ’s to:

Agency Services
Attn: Purchasing Manager
Pasco Sheriff’s Office
19415 Central Blvd
Land O’Lakes, Florida 34637

Note: Responses will not be accepted via fax or email.

4. **Written questions will be accepted until June 25, 2020 3:00pm EST.** All questions/requests for information can be submitted via email to purchasing@pascosheriff.org. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be posted on the Pasco Sheriff's Office Online Bid System, DemandStar, and on the Pasco Sheriff's Office's public website under CITIZEN RESOURCES → RESOURCES → VENDOR RESOURCES not later than five (5) days prior to the bid opening date. If requested, a copy may be obtained by the prospective BIDDER or its representative at the Pasco Sheriff's Office Purchasing Section 19415 Central Boulevard, Land O' Lakes, FL 34637. Failure of any BIDDER to acknowledge any such addendum or interpretation shall not relieve said BIDDER from any obligation imposed in such addendum. All addenda so issued shall become part of the 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.

E. Written Instructions

- Quotes received after the submission deadline **will be returned unopened and will not be considered.** The PSO is not responsible for delivery delays. USA time keeping for “Eastern Standard Time” will indicate the official time of receipt.
- The PSO reserves the right to reject any and all Quotes as a whole or in part.
- It is the responsibility of the Contractor to ensure that the completed Quote is delivered within the proper timeframe to the correct location. Quotes received after the specified time or to the wrong location within the PSO will not be considered.
- Quotes shall be made and submitted in the format provided by the PSO. In addition to the RFQ requirements, any additional information the Contractor feels appropriate may be added as an appendix to the RFQ.
- Each Contractor will be responsible for all costs and expenses incurred in preparation of the Quote, and in no event will the PSO be responsible or liable for any costs or expenses due.
- The PSO advises all Quotes submitted under this RFQ will become the property of the PSO and will not be returned.
- If the PSO Administrative Office is closed for business at the time scheduled for RFQ opening, for whatever reasons, sealed Quotes will be accepted and opened on the next business day of the PSO at the originally scheduled hour.
- Each Quote is received with the understanding that the acceptance in writing by the PSO of the offer to furnish any or all of the goods and services described therein shall constitute a contract between the Contractor and the PSO, which shall bind the Contractor to furnish and deliver the goods and services quoted at the prices stated and in accordance with the conditions of the accepted Quote; and the PSO on its part to order from such Contractor, except for causes beyond reasonable control; and pay for at the agreed prices, all goods and services specified and delivered.
- **Bid Errors.** In the event of a bid error, the Bidder shall initial erasures or corrections in any Bid Proposal in ink. PSO shall reject any Bid Proposal with such erasures or corrections where PSO staff concludes it cannot determine with certainty the accuracy or intent of said Bid Proposal, as corrected. In the case of unit price contracts, if an error is committed in the extension of an item, the Contractor shall be bound by the lower of the unit price as shown in the Bid Proposal or Contractor's stated price. Unit prices will be utilized to adjust the total compensation due the successful Bidder 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 Bidder shall proportionately distribute overhead and profit across the unit prices.

F. Additional RFQ Requirements:

1. Failure to submit all information requested may result in the rejection of the Quote.
2. Each Contractor will fully inform him/herself of all terms, conditions, and limitations described in this RFQ and any subsequent Addenda.
3. The PSO may request a Contractor to furnish additional supplementary information as is sufficient, in the sole opinion of the PSO to assure that the Contractor's competence, business organization, and financial resources are adequate to successfully perform the requested services.

G. Project Schedule:

RFQ Submission Date: **June 2, 2020**

Quotes Due Date: **July 2, 2020 at 3:00 PM Local Time**

Quote Opening Date: **July 7, 2020 at 10:00 AM Local Time**

Location of Opening:

AGENCY SERVICES

PURCHASING MANAGER'S OFFICE

PASCO SHERIFF'S OFFICE

19415 CENTRAL BLVD

LAND O'LAKES, FLORIDA 34637

Contract Award (tentative): **July 20, 2020**

H. Selection and Evaluation:

1. The selection of a Quote shall be at the sole discretion of the PSO. Selection shall be based on the evaluation of all the information the PSO may request. The PSO reserves the right to accept or reject any or all Quotes and to waive any informality. The criteria used for selection is as follows:
 - a. The extent to which the proposed products meet the requirements as specified in the RFQ.
 - b. The extent to which the Contractor meets all other requirements of the RFQ.
 - c. The cost of product.
 - d. The Contractor's qualifications, expertise and experience in providing the required product.
 - e. Any other pertinent criteria as determined by the PSO.
 - f. Delivery timeframe of product.
2. The Quotes will be evaluated and interviews may be scheduled with the selected Contractors. The PSO will schedule the time and location of these presentations.
3. Upon selection, a notice of intent to award shall be sent to the selected Contractor. Contractor shall provide all additional information and certificates of insurance as provided in this RFQ. In the event selected Contractor does not provide the required information and documentation within the designated time frames, the award may be delayed and selected Contractor may be removed from consideration. PSO reserves the right to select a different Contractor.

I. Communications During Solicitation and Lobbying Prohibition:

1. It is strictly prohibited for an offeror to communicate with or lobby evaluation committee members, Pasco

Sheriff's Office employees, or elected officials (including the duly elected Pasco County Sheriff) regarding requests for proposals, requests for qualifications, invitations for bids, or contracts. The term "offeror" shall include the offeror or any member of the offeror's staff, an agent of the offeror, or any person employed by any legal entity affiliated with or representing an organization that is responding to the requests for proposal, requests for qualification, bid or contract outside a publicly noticed meeting specifically called to address this particular Request for Proposals. Nothing herein shall prohibit a prospective offeror from contacting the Purchasing Manager to request a public record, address concerns or grievances, or to receive clarification about a particular procurement.

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 any requests for proposals, requests for statements of qualifications, invitations for bids, related processes or contracts 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, statement of qualification, bid, contract or any other response to be rejected.
3. The prohibition on communication with Pasco Sheriff's Office employees (including the duly elected Pasco County Sheriff) by offerors and their representatives regarding procurement in which they have pecuniary interest begins upon issuance of the solicitation and ends upon final award, when a protest is finally resolved or when the procurement process is otherwise concluded, whichever occurs later. This prohibition does not apply to communication on other matters in which an offeror may have an interest outside of the solicitation.

J. Contract Terms

This Request for Quote, any Addenda to the RFQ, the Contractor's Quote, and any resulting contract will constitute the terms of the Agreement. The Contractor shall be required to comply with the provisions of the RFQ and with the provisions of its Quote. If there are any conflicts in the provisions contained in the RFQ and those in the written Quote, all provisions contained in the RFQ shall govern.

The term of the contract shall be until the PSO has received all goods and/or services as outlined in the Quote.

K. Termination of Contract. In addition to the termination provisions as set forth in the General Terms Section of this RFQ, the following termination provisions apply:

- a. Termination by Mutual Consent. In the event the parties mutually agree in writing, this Contract may be terminated on the terms and dates stipulated therein.
- b. Termination Without Cause. PSO may terminate this Contract without cause by providing the other party with sixty (60) calendar days' written notice via certified mail, return receipt requested or via hand delivery with proof of delivery. PSO shall not be responsible for any further fees or costs to Contractor, except those already reasonably incurred. PSO shall not be responsible for liquidated damages.
- c. Termination for Cause. In the event of a material breach, either party may provide the other party with written notice of the material breach. The notice should provide the other with such sufficient detail so it can readily understand the claim for material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time-period, the non-breaching party may terminate this Contract immediately. In the event of termination pursuant to this clause, the PSO may procure upon such terms and in such manner as the PSO deems appropriate, services similar or substantially similar to those terminated and Contractor will be liable to the PSO for any cost incurred.

- d. Immediate Termination by PSO. PSO, in the PSO's sole discretion, may terminate this Contract immediately upon the occurrence of Contractor's violation of the Public Records Act; loss of insurance coverage; violation of local, state, or federal law; or the insolvency, bankruptcy, or receivership of Contractor. In the event of an immediate termination pursuant to this section, PSO shall not be responsible for any further fees or costs to Contractor or liquidated damages.

Exhibit A

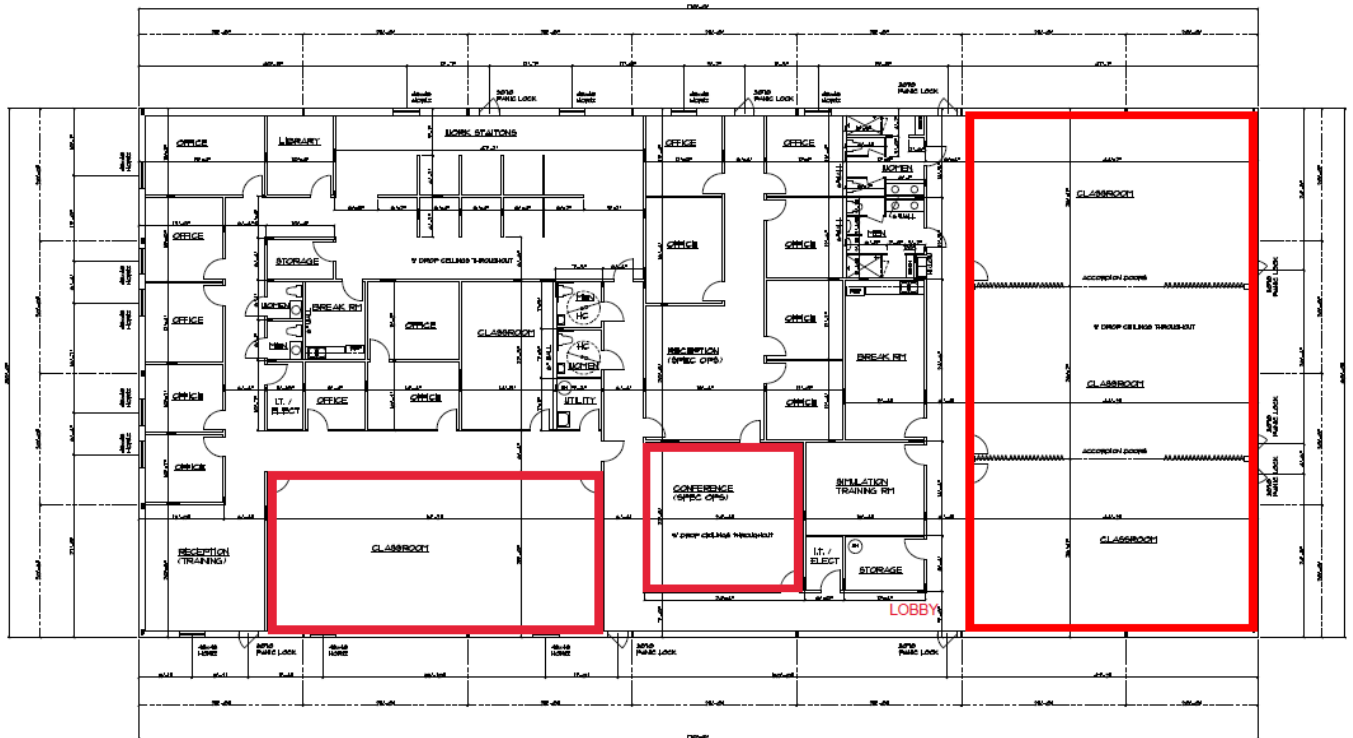
Interactive Technology Solutions for the FIRST Training Building

SCOPE OF WORK

The primary scope of work for the FIRST project is the successful delivery, installation, and configuration of unified and interactive technology solutions for the FIRST Training building at the Pasco Sheriff's Office (PSO) including offices, classrooms, and conference rooms based on specific business needs and unique functionality. Offices and conference rooms will use a standard configuration. Each classroom experience will differ, which requires an adaptive configuration enabling growth and scalability. All procurement of hardware delivered shall be installed and configured by the selected vendor.

Building Overview and Equipment

1.0 Training Building



- 1.1 Four classrooms total with the standard classroom configuration including broadcasting capability.
- 1.2 **Classroom #1, 2 and 3** - The three individual classrooms must have the capability to combine into one large classroom and simultaneously broadcast the same content.
 - 1.2.1 Qty 3: 75" Sharp Aquos PN-L751H interactive boards mounted in each individual classroom at standing height.
 - 1.2.2 Audio and Video presentation system to support up to 4K on the 3 classroom monitors and projector with Audio and Video input capability using HDMI on the presentation podium. A permanent device will be in the podium for presentation use and the podium must also allow the presenter to bring their own laptop and support an HDMI connection to display videos up to 4K to all 3 monitors and projector in room.

- 1.2.3 Audio/Video presentation system will need speakers ceiling mounted throughout the entire room. Speakers will have contemporary grill covers.
- 1.2.4 Two (2) handheld microphones and one (1) lapel microphone. The audio from the microphones will be part of the Audio/Video solution and the presenter will have the ability to speak over the ceiling mounted speakers. Microphone must have capability to be used anywhere in entire room.
- 1.2.5 Microphone and lapel microphone charging stations.
- 1.2.6 Each of the three classrooms must have individual Audio and Video presentation system to support up to 4K on the corresponding classroom monitor with Audio and Video input capability using HDMI on the room's presentation podium. A permanent device will be in the podium for presentation use and the podium must also allow the presenter to bring their own laptop and support an HDMI connection to display videos up to 4K to the corresponding classroom monitor.
- 1.2.7 Each of the three classrooms must have individual ability to support video conferencing applications (ie: Microsoft Teams, Zoom, WebEx)
- 1.2.8 Each of the three classrooms must have individual microphone support for video conferencing from participants in room.
- 1.2.9 Each of the three classrooms must have individual fixed cameras with capability to broadcast room. Do not need PTZ camera capabilities.
- 1.2.10 Qty 1: BenQ LK990 4K Laser Short Throw Projector. The video feed on the projector must be capable of accepting a video source from the presenter at their podium
- 1.2.11 Qty 1: Motorized 16:9 projector screen to fill largest, viewable area on wall
- 1.2.12 Qty 1: Camera and Recording System (To be used in the single, large classroom configuration)

1.3 Classroom #4

- 1.3.1 Qty 1: 75" Sharp Aquos PN-L751H interactive board mounted in classroom at standing height.
- 1.3.2 HDMI input from podium
- 1.3.3 One master control station to control audio and video for conference sessions.
- 1.3.4 VTC capabilities
- 1.3.5 Ability to support video conferencing applications (ie: Microsoft Teams, Zoom, WebEx)
- 1.3.6 Speakers to support video conferencing audio for the room.
- 1.3.7 Microphone to support video conferencing from participants in room.
- 1.3.8 Fixed camera with capability to broadcast entire room. Do not need PTZ camera capabilities.

1.4 Standard conference room setup

- 1.4.1 One commercial grade Sharp 70" PN-UH701 LED TV display HDMI support required.
- 1.4.2 Conference room table must support multiple HDMI inputs with an output HDMI connection going to the mounted TV.
- 1.4.3 VOIP Conference telephone
- 1.4.4 One master control station to control audio and video for conference sessions.
- 1.4.5 Ability to support video conferencing applications (ie: Microsoft Teams, Zoom, WebEx)
- 1.4.6 Speakers to support video conferencing audio for the room.
- 1.4.7 Microphone to support video conferencing from participants in room.
- 1.4.8 Fixed camera with capability to broadcast entire room. Do not need PTZ camera capabilities.

1.5 Lobby

- 1.5.1 Commercial grade Sharp 55” PN-UH551 LED TV display.
- 1.5.2 Mvix digital signage system capable of displaying information to monitor. Proper licensing, warranty and support must also be included with this system.

- 2.0** All equipment intended for procurement must be checked and approved by PSO for quality assurance. Vendor will provide hardware specifications and details of how the systems will function pertaining to the guidelines specified in this RFQ.
- 3.0** Vendor will provide schematics of how systems are connected and function. All pieces of equipment and wiring must be physically labeled so PSO personnel can easily distinguish equipment and assist in troubleshooting.
- 4.0** Warranty services and support must also be provided for all systems. Upon the initial setup of systems, the vendor will be required to educate PSO personnel and PSO IT staff on how all systems function and provide the following:
 - 4.1 Initial, hands-on walk through of systems and how they function.
 - 4.2 Documentation detailing how systems function and interact
 - 4.3 Troubleshooting documentation detailing how to resolve system failure issues.