


REQUEST FOR QUOTE

 <p>PASCO SHERIFF'S OFFICE AGENCY SERVICES 19415 CENTRAL BLVD LAND O'LAKES, FLORIDA 34637</p>	<p>RFQ NO: 4 FY18</p> <p>DATE: 17 August 2018</p> <p>AGENCY SERVICES: PHONE NO: (813) 235-6011 FAX NO: (813) 235-6016</p>
<p>RETURN RFQ NO LATER THAN: 17 September 2018 by 1:00 PM Local Time on a clock designated by Agency Services</p> <p>OPENING DATE: 18 September 2018</p> <p>OPENING TIME: 10:00 AM</p>	<p>RETURN RFQ TO:</p> <p>PASCO SHERIFF'S OFFICE AGENCY SERVICES PURCHASING MANAGER 19415 CENTRAL BLVD LAND O'LAKES, FLORIDA 34637</p>
<p style="text-align: center;">REQUEST FOR QUOTE FOR 7200 YARDS OF CLEAN FILL DIRT</p> <p>It is the intent of this Quote to solicit vendors to provide the goods/equipment/services listed within this solicitation.</p> <p>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 are in full force and effect and the Contractor's facility is in full compliance with the terms and conditions of any and all permits.</p>	
<ul style="list-style-type: none">• All Contractors responding to this Request for Quote (RFQ) must complete and submit all requested information to the Purchasing Manager at the address listed above. Contractors must submit five (5) copies (one original and four copies) of the Bid/Quote Form to the PSO in response to this RFQ. • The companies responding 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 **24 September 2018**. The PSO intends to award a single contract for the goods and/or services as outlined in this RFP.

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

ALTERNATIVE BIDS/QUOTES

The Contractor shall not be allowed to offer more than one (1) price (for the goods or services specified). If any Contractor submits more than one (1) price on any item (or service), ALL prices will be rejected for that item.

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.

ASSIGNMENT

The 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.

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. 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.

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.

BID/QUOTE SEALED ENVELOPE/PACKAGE

Sealed envelope/package containing Quotes must be sealed and marked with "**RFQ No. 4 FY18 Fill Dirt**" 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

The 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 the 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.

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.

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.

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.

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 contract.

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.

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.

IDENTICAL BIDS/QUOTES

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

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.

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.

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.

NON APPROPRIATION

All funds for payment by the PSO under this contract are subject to the availability of funds pursuant to an appropriation for this purpose by the State of Florida. If at any time funds are not appropriated by the State of Florida 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.

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.

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.

PAYMENT TERMS AND DISCOUNTS

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.

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.

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.

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.

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. The bidder/Contractor shall not be responsible for damage to the goods occasioned by negligence of the PSO or its employees.

SUBCONTRACTS

Contractor agrees that all employees, subcontractors, or agents performing work under this Quote shall be properly trained 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.

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.

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.

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.

INSURANCE REQUIREMENTS

Insurance requirements, as outlined in Section O. shall remain in effect throughout the term of this contract.

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 of the fill dirt and all time requirements of Contractor's employees to fulfill the specifications. Contractors will be expected to meet all specifications and requirements.

- a. Failure to meet the specifications/requirements will result in removing your company from consideration.
- b. Quotes shall be considered only from Contractors who can demonstrate to the PSO a professional ability to provide the type of product and service specified within this RFQ.
- c. Contractor shall have a track record of providing requested products in the field requested.

Delivery Specifications

1. All clean fill dirt will be delivered to: 19415 Central Blvd, Land O Lakes FL 34637.
2. All 7200 yards of clean fill dirt will not be needed at once. A Delivery Schedule shall be coordinated between the PSO and vendor. PSO reserves the right to amend delivery dates and quantities with notifications to the vendor.
3. The first delivery, with the quantity as coordinated between PSO and vendor, will be no later than 28 September 2018.
4. In the event of any changes to the delivery schedule, Contractor shall promptly notify PSO and provide a daily status of delivery and reason for delay.
5. Contractor is responsible for tracking all fill dirt and must maintain a tracking record throughout contract until all fill dirt has been delivered to the PSO.

C. BID/QUOTE FORM AND VENDOR INFORMATION

BID/QUOTE FORM

Business Name: _____

Item No.	Description	Qty	Can make first delivery no later than 28 September 2018 (fill dirt amount is 25/30 truck loads at 18 yards per truck load)	Total Price
1.	Clean Fill Dirt	7200 yards (estimated 400 loads)	Y / N	
Note: The Delivery Schedule Plan will be coordinated between the vendor and PSO.			Total Price	

THIS QUOTE IS OFFERED TO 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.

Quotes shall be submitted in one (1) original and three (3) copies.

A. OFFEROR INFORMATION

Offeror Name _____

Federal Taxpayer Identification Number _____

Address _____

Person to Contact Regarding this Quote _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

B. AUTHORIZED SIGNATURE - All quotes shall be signed in ink by authorized principals of the firm.

The undersigned affirms and declares:

1. That offeror has read and understands the requirements of this Request for Quote **4 FY18 Clean Fill Dirt** and will comply with all requirements;
2. I am duly authorized to execute this quote/offer document and any contract(s) and/or transactions required by award of this RFQ;
3. 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; and
4. I understand and agree this quote shall remain open for an evaluation period of ninety (90) calendar days following the opening of quotes.

Please Print or Type:

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

D. Permits and Licenses:

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.

E. RFQ Submission Requirements:

- 1. Response Deadline: All responses must be in a sealed envelope or package and be clearly marked stating: “RFQ No. 4 FY18 – Clean Fill Dirt - “DELIVER TO PSO PURCHASING MANAGER IMMEDIATELY”.**

All responses must be received no later than 1:00 PM Local Time (on a clock designated by the PSO Agency Services Office) on 17 September 2018.

- 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.
 - Five (5) bound copies of each response (one (1) original and four (4) copies).
 - 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. 4 FY18 – Clean Fill Dirt**). 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.

D. Delivery Schedule Plan:

- Contractor shall provide a delivery schedule on Quote Form indicating the timeframe fill dirt will be delivered.

3. Submit RFQ's to:

Agency Services
 Attn: Purchasing Manager
 Pasco Sheriff's Office
 19415 Central Blvd
 Land O'Lakes, Florida 34637
 "DELIVER TO AGENCY SERVICES OFFICE IMMEDIATELY"

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

4. Written questions will be accepted until 7 September 2018 5:00pm EST. All questions/requests for information can be submitted via email to: Assistant Purchasing Manager, Dalia Hernandez Gibson at dhernandezgibson@pascosheriff.org.

F. 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.

G. 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.
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.

H. Project Schedule:

RFQ Submission Date: **17 August 2018**

Quotes Due Date: **17 September 2018 at 1:00 PM Local Time**

Quote Opening Date: **18 September 2018 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): **To be Determined**

Delivery of fill dirt (tentative): **Delivery of all fill dirt will be as specified in RFQ. A delivery schedule will be coordinated between the PSO and vendor, with the first delivery no later than **28 September 2018**.**

I. 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. Negotiations shall then be conducted with the Contractor selected and contract awarded.

J. Contract Terms

The Request for Quote, amendments to the RFQ, and the Contractor's Quote will constitute the contract. 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 items outlined in this Quote.

K. Termination of Contract

- a. Force Majeure. If the Contractor's usual operations are interrupted, delayed, or postponed by acts of God, strikes, lockouts, or other industrial disturbances, war, blockades, riots, arrests, explosions, fires, accidents to machinery, or other causes not within the control of the Contractor, Contractor shall not be liable in damages for such interruption, postponement or delay. In the event of such interruption, postponement or delay, Contractor shall take whatever measures it deems appropriate to obtain service for the PSO, including, but not limited to, contracting with other companies for the needed services, at no cost to PSO. Should it be necessary for the Contractor to provide substitute services for a period of fifteen (15) consecutive days or more, the PSO may terminate the Agreement. Such termination shall be effective immediately or at such reasonable date as may be necessary to permit the PSO to obtain an alternate source of service.
- b. 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.
- c. Termination Without Cause. PSO may terminate this Contract without cause by providing the other party with thirty (30) calendar days' written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.

- d. 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 the Contractor will be liable to the PSO for any excess cost incurred.
- e. 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.

L. 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.

M. Indemnification and Hold Harmless Clause

The Contractor agrees to defend and indemnify the PSO, their members, and agents shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the work and/or service performed by the Contractor or its sub-Contractor under this contract; provided, however, that Contractor shall not be required to indemnify the PSO with respect to such risks to the extent caused by the negligence or intentional misconduct of the PSO or the PSO's Contractors, over whom Contractor has no authority or control.

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.

N. 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

O. Insurance and Certificate Requirements

The Contractor will ensure that each and every contract for professional services or goods meets minimum insurance specifications in order to protect the PSO's interest and/or as evidence of compliance with Florida State Law.

GENERAL REQUIREMENTS: The Contractor will ensure that before commencing services or providing goods, the Contractor and any subcontractor shall furnish evidence such as a Certificate of Insurance acceptable to the PSO that it has procured and will maintain at its own expense until final acceptance of the goods or services, or until released in writing at the time of "Notice of Substantial Completion," insurance in the kinds and amounts hereinafter specified. Proof of insurance must be given to PSO and verified prior to the execution of a contract.

1. Insurance: The Contractor will be required to maintain and carry in force for the duration of the contract, insurance coverage of the types and minimum liability as set forth below and meeting the following requirements:
 - List the type of insurance coverage and limits as required by the PSO.
 - Name the certificate holder as PSO, 19415 Central Blvd, Land O'Lakes, FL 34637.
 - Name the PSO, its members, and agents (without reference to a specific department) as an additional insured on each Certificate of Insurance for all liability policies. This can be provided in the caption or in the comments section of the certificate.
 - Each certificate of insurance required, and each endorsement, must be signed by a licensed registered agent. In the event of self-insurance, by an authorized signatory.
 - In the event of any material alteration or cancellation of any insurance coverage, the issuing insurer will endeavor to mail written notice to Dalia Hernandez Gibson, PSO, 19415 Central Blvd, Land O'Lakes, FL 34637.
 - Insurance carriers should be admitted in the State of Florida, unless an exception is approved

by the PSO.

- The Certificate of Insurance shall be submitted to Dalia Hernandez Gibson, for compliance review, approval and retention at least thirty (30) days prior to the start of work.

The Contractor will ensure the insurance coverage and the Minimum Liability Requirements outlined below:

A. Professional Liability Insurance

\$1,000,000 per occurrence and \$3,000,000 annual aggregate

The Contractor will maintain the full limit of coverage as stated above for five (5) years after substantial completion of the project resulting from this RFQ. Extended reporting or "tail" coverage shall be maintained on any coverage which is cancelled or non-renewed unless the replacement coverage includes a retroactive date no later than the date of the agreement which results from this RFQ. Evidence of replacement coverage and/or an extended reporting endorsement must be provided.

B. Commercial General Liability

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Minimum \$2,000,000 aggregate.

C. Comprehensive Automobile and Truck Liability

Covering owned, hired, and non-owned vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

D. Workers' Compensation and Employer's Liability

1. Workers' Compensation Statutory
(include all states endorsement)

2. Employer's Liability \$100,000 each occurrence

The Contractor will ensure that before entering into a contract, the successful Contractor furnishes to the PSO a Certificate of Insurance verifying such coverage and identifying the Board of County Commissioners, Pasco County, Florida, its' officers, commissions, agents and employees, and the PSO as additional insured's as pertains to the contract. This inclusion will not make the County a partner or joint venture with the Contractor in its operations hereunder, nor does it apply to the Professional Liability coverage.

The Board of County Commissioners, Pasco County, Florida, its' officers, commissions, agents and members and the Pasco County Sheriff will be named as additional insured's as respects: Liability arising out of acts performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the

Contractor; or automobiles, leased, hired or borrowed by the Contractor.

The certificate holder on the Certificate of Insurance shall be as follows:

Board of County Commissioners
Pasco County, Florida
C/O Pasco Sheriff's Office
20101 Central Blvd
Land O'Lakes, FL 34637

This RFQ No. (**4 FY18**) shall be referenced on the Certificate of Insurance.

Prior to any material change or cancellation, the Board of County Commissioners, Pasco County, Florida, its' officers, commissions, agents and employees will be given thirty (30) days advanced written notice by registered mail to the stated address of the certificate holder.

In the event of an occurrence, it is further agreed that any insurance maintained by the Board of County Commissioners, Pasco County, Florida, its' officers, commissions, agents and employees shall apply in excess of and not contribute with insurance provided by policies named in this contract.

P.E. SOVEREIGN IMMUNITY

Nothing contained in this section or the contract shall be construed as a waiver of sovereign immunity or Florida Statute 768.28.

Exhibit A
Clean Fill Dirt Specifications

- 7200 yards (Estimated 400 Loads) of Clean Fill Dirt, including all labor to fill, transport, and deposit fill dirt at location.
- **Delivery of fill dirt:** Delivery of all fill dirt will be as specified in RFQ. A delivery schedule will be coordinated between the PSO and vendor, with the first delivery no later than 28 September 2018.