



REQUEST FOR PROPOSAL
BREVARD COUNTY SHERIFF'S OFFICE
 700 Park Avenue, Titusville, Florida 32780
Sheriff Wayne Ivey

Submit Bid To:
 Central Logistics Unit – Purchasing Division
 Brevard County Sheriff's Office
 160 Doler Lane
 Cocoa, Florida 32927

Title:	Number:	Contact:
NITRILE GLOVES	2019-2	Purchasing Administrator: Yvonne Nicholas 321-633-0205 Email: yvonne.nicholas@bcso.us

General Conditions

All bidders must adhere to the time constraints of this bid. Bids received after the below opening date and time will not be considered.

The Sheriff of Brevard County reserves the right to waive minor formalities in this bid, to accept any bid which may be considered to be in the best interest of the citizens of Brevard County as well as the Brevard County Sheriff's Office, and to reject any part of, or all bids.

Award may be made on a single item or a group of items (see specifications for details).

The Sheriff of Brevard County reserves the right to extend any and all dates and quantities thereof with notification to the vendor.

Award of bid will be posted on www.demandstar.com and www.vendorregistry.com.

The Brevard County Sheriff's Office main objective in procurement is to expend allocated budgeted monies conservatively while serving the citizens of Brevard County to the best of its ability. Therefore the award will be awarded not necessarily to the lowest bidder but to the vendor who will assist the Brevard County Sheriff's Office in this effort to meet its commitments and requirements

All goods and services requested in the specifications shall be delivered in good and new condition and F.O.B. destination, inside delivery unless otherwise specified

Any and all questions should be directed to the Purchasing Administrator who will respond to all vendors who have notified this office with intent to bid.

Please refer to all portions of this bid for additional information.

Schedule of Events

Broadcast Date	February 14, 2019
Advertisement in <i>The Reporter</i>	February 14, 2019 and February 21, 2019
Last Day to Submit Appendix A	February 28, 2019. Emailed document preferred to yvonne.nicholas@bcso.us or Fax to 321-633-0200
Last Day to Submit Written Questions	March 7, 2019. Emailed document preferred to yvonne.nicholas@bcso.us or Fax to 321-633-0200.
Written Questions Answered by	March 12, 2019
Formal Proposal Opening	March 19, 2019 - 1:00 pm @ the Central Logistics Office, 160 Doler Lane, Cocoa FL 32927
Evaluation Period	March 19, 2019 through March 29, 2019
Award Date on or About	March 29, 2019
Awarded Agreement Term Begins No Later Than	April 8, 2019 (April 8, 2019-April 7, 2020 First year of agreement)
Annual Review Date(s)	February 1, 2020

SECTION I
TERMS AND PROVISIONS

NITRILE GLOVES RFP 2019-2

1. In General:

The purpose of these provisions is to describe the requirements for this Request for Proposal (herein sometimes referred to as RFP). It must be understood that the quantities specified represent the Brevard County Sheriff's Office best estimate of the quantities which may be ordered under this bid, but should the demand decrease or for any other reason the full amount is not ordered, the Brevard County Sheriff's Office assumes no liability for the portion of this estimate not ordered.

2. Advertisement of RFP:

The Brevard County Sheriff's Office will advertise the Request for Proposal on the Internet at www.demandstar.com and www.vendorregistry.com, and in *The Reporter* newspaper. Links can be found at www.brevardsheriff.com, on the Brevard County Sheriff's Office web page.

3. Issuance of RFP:

This RFP can be obtained by following the instructions on the Brevard County Sheriff's web page at www.brevardsheriff.com, www.vendorregistry.com, www.demandstar.com, or by contacting Yvonne Nicholas, Purchasing Administrator for the Brevard County Sheriff's Office at (321) 633-0205, E-mail yvonne.nicholas@bcso.us. The Brevard County Sheriff's Office is not responsible for late or non-delivery of mail.

4. Acceptance Form-Appendix A:

The Acceptance Form found in Appendix A shall be signed by an authorized representative of the organization, dated and returned to the Purchasing Administrator by (i) personal delivery, (ii) facsimile, or (iii) registered or certified United States mail, postage prepaid, return receipt by the date requested on page one (1) of this document. This process is intended to ensure that the bidder is placed on the procurement distribution list for this RFP, notification of any mandatory vendor's conference, written responses to questions and any RFP amendments and all questions forwarded to the Purchasing Administrator relative to this Request.

5. Written Questions:

Potential bidders may submit written questions as to the intent or clarity of this RFP by the date requested on page one (1) of this document. All written questions must be addressed to the Purchasing Administrator of the Brevard County Sheriff's Office. An answer to all questions received will be subject to general distribution to all bidders who have returned the Acknowledgment of Receipt form, Appendix A

6. Bid Criteria:

In upholding the best interest of the Brevard County Sheriff's Office, it is determined that in awarding the bid(s) of services for this RFP, the bidder who is ultimately awarded the bid must have a proven record in the specified fields. This being the case, the low bidder will not necessarily be awarded these bids. Consideration will be given to the following criteria:

- The reputation of the bidder.
- Bidders experience for services required.
- The ability of the bidder to complete work within the time constraints of this RFP.
- The implementation by the bidder of a Drug Free Workplace.
- The financial stability of the bidder.
- Other similar projects completed by the bidder in the past.
- A clear response to technical specifications, requirements, and criteria.
- A clear outline by which the bidder intends to fulfill the requirements and criteria.

The Brevard County Sheriff's Office reserves the right to reject any and all bids or any part of bid, to waive minor defects or technicalities, or to solicit new bids on the same project or on a modified project that may include portions of the originally bid project as the Sheriff, in the exercise of his sole and unfettered discretion, may deem necessary. No

bid shall be accepted from, or awarded to, any bidder, if there is pending or threatened litigation involving such bidder in which a claim is made that the bidder provided or furnished materially defective workmanship or materials to the Brevard County Sheriff's Office or that bidder failed to substantially comply with this RFP specifications or bid terms and conditions. Bidders may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP. The Sheriff or his designee may, at his option interview bidders submitting bids prior to award.

7. Submission of Bid:

All bids must be submitted in a sealed envelope, clearly marked on the outside as follows:

Central Logistics Unit - Purchasing Section
Brevard County Sheriff's Office
160 Doler Lane
Cocoa, Florida 32927

BID #2019-2

Indicate the bidders name and address on the outside of the package. One (1) original and three (3) copies of the bid must be submitted. It is the responsibility of the bidder to ensure delivery of the bid to the Brevard County Sheriff's Office on or before the stated date and time. The Brevard County Sheriff's Office is not responsible for delays in receipt caused by any method of delivery the bidder has chosen. The bidder will be responsible for reading and understanding completely the requirements in the specifications contained in the RFP. Bids may not be accepted after the date and time specified for receipt. Bids may be returned to the bidder unopened and notated.

8. Formal Public Opening of Bids:

Sealed bids will be received up until the date and time of opening and will be read aloud immediately thereafter. The bid opening will take place at the Brevard County Sheriff's Office, Central Logistics Unit, 160 Doler Lane, Cocoa, FL 32927.

9. Time for Consideration:

Each bidder warrants, by virtue of submitting, the prices quoted in their bid will be good and not revocable by the bidder for an evaluation period of sixty (60) days from the date of bid opening unless otherwise stated. Bidders will not be allowed to withdraw or modify their bids after the opening date and time.

10. Bid Evaluation:

The Project Evaluation Team will perform the evaluation of all bids. During this time, the Purchasing Administrator may take the option to initiate discussions with bidders who have submitted responsive bids for the purpose of clarifying aspects of the bids. Bids may be accepted and evaluated without such discussion. The evaluation of bids and the determination as to the equality of the bid offered shall be the sole and final responsibility of the Brevard County Sheriff's Office Evaluation Team and will be based on the information furnished by the bidder. A project evaluation team comprised of personnel from the Brevard County Sheriff's Office shall perform this evaluation. The project evaluation team will utilize, but not be solely limited to, the following criteria:

- Work Outline: The bidder shall have demonstrated a clear and concise understanding of all requirements as indicated in the Specifications portion of this RFP.
- Drug Free Work Place Certificate.
- Qualifications: Bidders shall have indicated knowledge and experience with similar projects

11. Bidder Qualifications:

Bidders may be required to furnish evidence in writing that they maintain a permanent place of business and have adequate finances and personnel to furnish the item(s) and service offered satisfactorily and expeditiously. Bidders must be in possession of an active occupational license and must be able to provide this information upon request. The Brevard County Sheriff's Office reserves the right to inspect the bidder's place of business prior to award of any bid and to determine the ability of the bidder to meet terms and conditions as set forth herein. The bid pursuant to this RFP will only be entered into with responsible bidders, found to be satisfactory by the Brevard County Sheriff's Office, qualified by experience, and secure in a financial position to do the work specified.

12. Prime Vendor Responsibility:

Any bid(s), whether it be single or multiple, that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of the bid with the Brevard County Sheriff's Office. The Brevard County Sheriff's Office will make payment to only the prime vendor. Subcontracting is the sole responsibility of the prime vendor and all sub-vendors selected by the prime vendor must be approved, in advance, by the Brevard County Sheriff's Office for legal, technical, performance and historical considerations, which may influence the approval or disapproval of any bid sub-vendor.

13. Bid Submittal Costs:

Submittal of a bid is solely at the cost of the bidder. Therefore, the Sheriff is in no way liable or is obligated for any cost incurred by the bidder in determining and submitting a bid pursuant to the RFP.

14. No Bid:

If the vendor does not acknowledge the receipt of this RFP, such vendors name may be removed from the Brevard County Sheriff's Office bidder's list.

15. Acceptances and Rejection:

The Sheriff reserves the right (i) to reject any or all bids for cause, (ii) to waive irregularities, if any, and (iii) to accept the bid or bids which in the judgment of the Sheriff is in the best interest of the Brevard County Sheriff's Office.

16. Award:

The award of the bid may be made to the lowest responsive bidder offering a product of service deemed suitable for use by the Brevard County Sheriff's Office. The Brevard County Sheriff's Office reserves the right to make award by items, groups, classes, or items as a whole, or NOT AT ALL, whichever is deemed to be in the best interest of the Brevard County Sheriff's Office. In the event two or more bidders have submitted the lowest and best bids, preference may be given in the award in the following order. First, to the bidder who has a Drug Free Workplace Program (see Appendix B); second, to the bidder who has his/her/its principal place of business in Brevard County; and, third, if the bidders involved in the tie bid situation are all located inside or outside Brevard County, the decision will be made by a Chief Officer of the Brevard County Sheriff's Office.

17. Next Low Bid:

In the event of default by the vendor who is awarded the bid, the Brevard County Sheriff's Office reserves the right to utilize the next low bid as the awarded vendor. In this event, the next low bidder is required to provide the bid items at the prices as contained on such bidder's bid for this RFP for the remainder of the award period.

18. Default:

The award of the bid may be canceled or annulled by the Brevard County Sheriff's Office in whole or in part by written notice of default to the bidder who is awarded the bid upon non-performance or violation on award items. In such an event, an award of the bid may be made to the next low bidder, or services specified may be obtained on the open market similar to those terminated. Failure of the awarded bidder to perform services within the time stipulated in the specifications, unless extended by a Chief Officer of the Brevard County Sheriff's Office, shall constitute a default.

19. Appropriation:

Any bid awarded, as a result of this RFP process, may be terminated if there have not been adequate appropriations of monies to fund this

RFP. Written notification to the bidder of non-appropriation of funds will result in the effect of termination of this RFP or any bid awarded. The bidder as final will accept the decision of the Sheriff as to whether sufficient appropriations and authorizations are available, without any bidder having recourse against the Sheriff.

20. Notice:

Notice - The laws of the State of Florida impose civil and misdemeanor criminal penalties for violation of purchasing guidelines. In addition, the laws of the State of Florida impose felony penalties for bribes, gratuities and kickbacks.

21. Public Entity Crimes:

Pursuant to Section 287.133(2)(a), Florida Statutes, the Brevard County Sheriff's Office, as a public entity, may not accept any bid from, award any bid to, or transact any business in excess of the threshold amount provided in Section 287.017(1)(b), Florida Statutes, for CATEGORY TWO (currently \$ 25,000) with any person or affiliate on the convicted vendor list for a period of thirty-six (36) months from the date that person or affiliate was placed on the list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), Florida Statutes. Bidders submitting on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting bid are responsible for determining that any such dealers or suppliers meet the criteria outlined in the preceding sentence.

22. Agreement Terms and Conditions:

The agreement(s) between the Brevard County Sheriff's Office and the vendor who is awarded this bid will be for one (1) year from date of Award Agreement or Contract Execution. The Sheriff will have the option to renew the proposal on a yearly basis for successive one-year renewal terms after the initial one year. Each renewal will be based on a yearly review of the service provided by the vendor. A valid contract outlining the Terms and Conditions is to be submitted by the vendor and subject to negotiations by the Sheriff. This is to be a bilateral contract.

- Any price increase bid by the vendor will be subject to negotiation. If the price increase is agreed upon the price should not be more than the current consumer price index.

- The Brevard County Sheriff's Office reserves the right to negotiate with the awarded vendor provisions in addition to those contained in this RFP. The contents of this RFP, revised and or supplemented, and the successful bidder as accepted by the Sheriff will be incorporated into the agreement. If alternative terms and conditions are not accepted, all agreements henceforth pertaining to this RFP would be terminated.

23. Drug Free Workplace Certification - Identical Tie Bids-Appendix B:

In accordance with Section 287.087, Florida Statutes, preference shall be given to the bidder with a drug free workplace program in the case of two or more bids with equal respect to price. See Appendix B for the Drug Free Workplace Certificate. In the case of two or more bids equal with respect to price and with both having an implemented Drug Free Workplace program, please refer to Item 16. Award.

24. Additional Terms and Conditions or Deviations:

Any additional terms and conditions, which may be the subject of negotiation, will only be discussed between the Brevard County Sheriff's Office and the vendor and shall not be deemed an opportunity to amend the vendor's bid. The vendor may submit with the bid a complete set of any additional terms and conditions, which the vendor is requesting to be included in an agreement negotiated with the Sheriff, although the Sheriff has the right to reject any such request

25. Claims:

The successful bidder will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.

26. Right to Waive Irregularities:

The Brevard County Sheriff's Office reserves the right to waive irregularities if such a waiver is in the best interest of the Brevard County Sheriff's Office. The Brevard County Sheriff's Office also reserves the right to waive mandatory requirements provided that all

of the otherwise responsive bids failed to meet the same mandatory requirements and the failure to do so does not otherwise affect the procurement. The right is within the sole discretion of the Brevard County Sheriff's Office.

27. Changes in Vendor Representatives:

The Brevard County Sheriff's Office reserves the right to request a change in the identity of one or more of the vendor's representatives if the assigned representatives are not, in the sole opinion of the Brevard County Sheriff's Office, adequately meeting the needs of the Brevard County Sheriff's Office.

28. The Brevard County Sheriff's Office Rights:

The Brevard County Sheriff's Office reserves the right to accept all or a portion of a bid including the right to purchase equipment from approved price bids.

29. Right to Publish:

Throughout the duration of the procurement process and bid term, bidders must secure from the Brevard County Sheriff's Office written approval prior to the release of any information that pertains to the potential work or activities covered by the procurement or the subsequent bid. Failure to adhere to this requirement may result in disqualification of a bid. An RFP will be answered by general distribution. Failure to return this form will result in the deletion of the bidders from this RFP distribution list.

30. Invoicing and Payments:

The vendor will invoice the Brevard County Sheriff's Office for services rendered as completed. The timely payment of invoices is incumbent upon the Brevard County Sheriff's Office and payment shall not exceed forty-five (45) days from date of receipt of an invoice. Mail invoices to:

Brevard County Sheriff's Office
Finance Department
700 Park Avenue
Titusville, FL 32780

31. Termination:

When deemed in the best interest of the Brevard County Sheriff's Office, any award(s) of a bid resulting from this RFP may be canceled by the following means:

- Ten (10) days written notice with cause; or
- Thirty (30) days written notice without cause.

32. Substitution:

The vendor shall not substitute or deviate from said specifications contained in this RFP without the written consent of the Sheriff or his designee, and such consent may be withheld unreasonably. The Sheriff will consider any violation of this procedure by the vendor cause for cancellation of the bid.

33. Governing Laws and Venue:

The laws of the State of Florida shall govern the interpretation, administration and enforcement of the bid entered into, by and between the vendor and the Sheriff. Any and all legal action brought to enforce or interpret the bid shall be brought and maintained in the appropriate state court in Brevard County, Florida.

34. Indemnification:

In addition to the requirements to obtain and maintain a policy of public liability insurance pursuant to which the Sheriff shall be named as either an additional insured or the named insured, the bidder shall agree to indemnify, defend and hold the Sheriff, its officers, employees and agents, harmless from and against all claims, suits, actions, damages or causes of action for any personal injury, loss of life, damage to property or any action as a result of the performance of the work for which the bid was entered into and from and against any orders, judgments, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit, or action, and the investigation thereof. Nothing in the bid shall be deemed to affect the rights, privileges and immunities of the Sheriff as set forth in Section 768.28, Florida Statutes.

35. Exceptions to Bid:

All bid materials must clearly and with specificity detail all deviations to the exact requirements imposed upon the bidder by the General Terms and Provisions. Such deviations should be stated upon the bid or appended thereto. Bidders are hereby advised that the Brevard County Sheriff's Office will only consider bids that meet the specifications and other requirements imposed upon them by this RFP. In instances, where an exception is stated upon the bid, said bid will be subject to rejection by the Brevard County Sheriff's Office in recognition of the fact that the said bid does not meet the exact requirement. Each bidder understands that their bid must be signed in ink and that the unsigned bid will be considered incomplete and subject to rejection by the Brevard County Sheriff's Office.

36. Addition/Deletion:

The Brevard County Sheriff's Office reserves the right to add or delete any items from this bid or resulting award(s) when deemed in the best interest of the Brevard County Sheriff's Office.

37. Adjustments, Modifications, and Amendments:

Should the Sheriff and the vendor mutually agree to a change in the scope of the program during the bid term, the vendor will be allowed to change the bid. However, the Sheriff, prior to such change being effective, must sign any amendment to the bid. Changes in contractual provisions of services to be rendered under the bid may be made only in writing and must be approved mutually by an authorized agent of the vendor and by the Sheriff. The vendor shall give full attention to the execution of the bid, shall keep the bid under their control, and shall not by the power of attorney or otherwise assign the bid to any other party without prior approval of the Sheriff. If services to be provided pursuant to the bid are abandoned or if delayed by the vendor, or any time, the Sheriff is of the opinion that products to be furnished or services to be provided have been abandoned or if delayed by the vendor, the Sheriff may terminate the bid or any part thereof if the vendor fails to resolve the matter within three days after receipt of written notice of delay or abandonment from the Brevard County Sheriff's Office. Should laws change requiring additional services or significant changes in cost, the vendor and the Sheriff will negotiate an equitable price increase. The reverse will hold true should laws change requiring fewer services or reductions in cost, in which case the vendor and Sheriff will negotiate an equitable price reduction. During the term of this bid, the vendor shall furnish all the services specified in this RFP. The vendor understands and agrees that this is a requirements bid and that the Brevard County Sheriff's Office has no responsibility or obligation to the vendor to assist in providing the required services. All notices and requests by the Brevard County Sheriff's Office, and the vendor shall be in writing and shall be delivered by (i) personal delivery, (ii) facsimile, or (iii) registered or certified United States mail, postage prepaid, return receipt requested, to the applicable party at the correct address provided in the bid.

38. Insurance Requirements:

The vendor shall be responsible for maintaining, during the life of the contract, insurance that complies with the following minimum requirements. In addition, the vendor will document proof of insurance specifically for the Brevard County Sheriff's Office the following amounts:

Workers Compensation as required by state law (Florida Statute, Chapter 440); Comprehensive General Liability in the amount of \$500,000; and Professional Liability in the amount of \$1,000,000 per occurrence and \$6,000,000 per aggregate. Bidder's catastrophic insurance or re-insurance limits are to be detailed and specified. Certificates of insurance must be supplied to the Brevard County Sheriff's Office within ten (10) days after award of contract to a successful bidder.

Any cancellations or lapses of insurance affecting the operation of the Brevard County Sheriff's Office under this service contract shall be deemed a material breach. The insurance company or companies providing insurance for the vendor must be acceptable to the Brevard County Sheriff's Office. During the term of the contract to be awarded pursuant to this RFP, the vendor shall maintain all insurance coverage required pursuant to applicable state and federal laws, including worker's compensation insurance. In addition, the vendor shall purchase and maintain, in a company (or companies) lawfully authorized to do business as an insurer in the State of Florida,

professional liability insurance for protection against personal injuries, deaths or property damages, arising from or in any manner occasioned by the acts or omissions of the bidder or anyone directly or indirectly employed by the bidder in providing medical services under the contract, with the Brevard County Sheriff's Office named as the insured in a minimum amount of one million dollars (\$1,000,000) per occurrence and six million dollars (\$6,000,000) in the aggregate, as well as a comprehensive general liability policy of insurance, in a minimum amount of \$500,000. Such insurance policy or policies shall provide that the insurance coverage may not be cancelled or terminated by the insurance company or the vendor without providing written notice to the Brevard County Sheriff's Office not less than thirty (30) days in advance of the cancellation or termination of the insurance policy or policies. Furthermore, the vendor shall provide the Brevard County Sheriff's Office with written evidence of the renewal of each such insurance policy not later than the expiration date of the initial policy or policies in force at the time that the contract to be entered into by the vendor and the Brevard County Sheriff's Office is made effective.

39. Form of Bonds:

Unless otherwise specified in the bid documents, the bonds shall be written in a form meeting the current laws and regulations in the State of Florida. The bidder shall require the Attorney-In-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney.

40. Florida Public Records Provisions:

a. The Vendor agrees as follows:

1. Upon the request from the Brevard County Sheriff's Office custodian of public records, Vendor shall provide the Brevard County Sheriff's Office with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

2. The Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement if the Vendor does not transfer the records to the Brevard County Sheriff's Office.

3. Upon completion or termination of this Agreement, transfer, at no cost, to the Brevard County Sheriff's Office all public records in possession of the Vendor or keep and maintain public records required by the Brevard County Sheriff's Office to perform the service. If the Vendor transfers all public records to the Brevard County Sheriff's Office upon completion of the Agreement, the

Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion or termination of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Brevard County Sheriff's Office, upon request from the Brevard County Sheriff's Office custodian of public records, in a format that is compatible with the information technology systems of the Brevard County Sheriff's Office.

b. The parties agree to and acknowledge the following:

1. A request to inspect or copy public records relating to this Agreement must be made directly to the Brevard County Sheriff's Office. If the Brevard County Sheriff's Office does not possess the requested records, the Brevard County Sheriff's Office shall immediately notify the Vendor of the request, and the Vendor must provide the records to the Brevard County Sheriff's Office or allow the records to be inspected or copied within a reasonable time.

2. If the vendor does not comply with the request of the Brevard County Sheriff's Office for records, the Brevard County Sheriff's Office shall enforce the provisions of this Agreement to compel the Vendor to so comply and the Brevard County Sheriff's Office shall be entitled to recover all costs and expenses incurred, including reasonable attorney's fees and court costs, relative to enforcing the provisions of this Agreement.

3. If the vendor fails to provide the public records to the Brevard County Sheriff's Office within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

c. Public Records Custodian Notice:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHALL CONTACT THE SHERIFF'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY THE RECORDS MANAGER) AT 321-264-5214 OR AT BCSOpblicrecords@bcso.us OR AT BREVARD COUNTY SHERIFF'S OFFICE, ATTENTION: RECORDS, 700 PARK AVENUE, TITUSVILLE, FLORIDA 32780.

SCOPE OF WORK
NITRILE GLOVES RFP 2019-2

Scope of Work:

The Brevard County Sheriff's Office is seeking to purchase Nitrile Gloves on a continuing as needed basis. Nitrile gloves must meet and/or exceed the specifications below. Proposed pricing must include packing, shipping, handling, fuel, and all other fees. **All prices shall be firm for the awarded agreement term.**

Glove Specifications:

- 5 mil gloves
- **MUST** comply with NFPA 1999, 2018 Edition Standards and NFPA Dexterity Test
- **MUST** meet ASTM D6319 Standards with preferred testing in F1671, F1342, and D5151
- Powder free
- Latex free
- Ambidextrous
- Non-Sterile
- Textured grip/finger tip
- BCSO will NOT accept gloves that are thin and tear and that could be a hazard to personnel. **Bid item must meet and/or exceed the gloves specifications.**
- **A specification sheet showing proof of the specifications MUST accompany each proposal**

Proposal Submissions:

- Indicate price per case
- Indicate how many boxes per case
- Indicate how many gloves per box
- Proposal, price sheet, specification sheet(s) and samples must be received by 1:00 pm EST on March 19, 2019 in the Central Logistics Office

Mandatory Samples:

- A minimum of twenty (20) pairs of Large and twenty (20) pairs of Extra Large gloves are required to be submitted with each proposal or prior to the proposal opening date. If samples are not present, the proposal may be considered invalid.
- If samples are sent separate from the bid proposal package, they must be clearly marked so they can be matched up with a proposal packet.

**PRICE SHEET
NITRILE GLOVES RFP 2019-2**

MUST BE INCLUDED WITH PROPOSAL SUBMITTAL, SPECIFICATION SHEET, AND SAMPLE GLOVES

5 MIL NITRILE GLOVES	<u>Small</u>	<u>Medium</u>	<u>Large</u>	<u>X Large</u>	<u>XX Large</u>
Price Per Case					
Number of Gloves/Box					
Number of Boxes/Case					
Samples Submitted	<input type="checkbox"/>				

Additional Comments: _____

CONTRACT TERMS

The agreement between the Brevard County Sheriff's Office and the vendor who is awarded this proposal will be for one (1) year from date of Award or Contract Execution. The Sheriff will have the option to renew the proposal on a annual basis for additional successive one-year renewal terms. Each renewal will be based on a yearly review of the services provided by the vendor. If the price increases after year one then the Sheriff will have the right to accept the increase, contract with the next lowest proposal or rebid the entire RFP.

TERMS OF DELIVERY AGREEMENT

Delivery date must be given at the time of order. Delivery date must not exceed a maximum of two (2) weeks or 10 business days of order. If delivery exceeds the timeframe given at the time of order then the Sheriff has the right to cancel the order and contract with the next lower proposer and terminate any and all contractual agreements with the vendor.

Terms agreed to by:

Authorized Representative Signature

Company Name

Printed Name/Title

Email Address:

Phone Number:

Business Address:

Warehouse Address:

APPENDIX A
ACCEPTANCE FORM
NITRILE GLOVES RFP 2019-2

VENDOR NAME & ADDRESS:

- PROPRIETORSHIP
 PARTNERSHIP
 CORPORATION

TELEPHONE NUMBER: (_____) _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

Our Company has been in business under its present name since: _____

At this present time, we understand all requirements and state that as a serious bidder we will comply with all the stipulations included in the bid package. The above named bidder affirms and declares:

That the Bidder is of lawful age and that no other person, firm, or corporation has any interest in this bid or in the bid to be entered into;

That this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud. That the Bidder is not in arrears to Brevard County upon debt or bid and is not a defaulter, as surety or otherwise, upon any obligation to the county; that no officer or employee or person whose salary is payable in whole or in part from the County Treasury is, shall become interested, directly or indirectly, surety or otherwise in this bid; in the performance of the bid; in the supplies, materials, and work or labor to which they relate; or in any portion of the profits thereof. The undersigned agrees, if awarded the bid, to complete delivery within predetermined date(s) according to award of bids. The undersigned agrees, also, that this bid shall remain open for an evaluation period of thirty (30) days following the opening of bids.

Respectfully submitted:

PLEASE PRINT

BY: _____

TITLE: _____

DATE: _____

SIGNATURE: _____

Email back to yvonne.nicholas@bcso.us by February 28, 2019

APPENDIX B
DRUG FREE WORKPLACE CERTIFICATION
NITRILE GLOVES RFP 2019-2

IDENTICAL TIE BIDS

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance program, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Company

By: _____
Signature

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