



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

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

<b>Title:</b> <b>Replacement of the Exterior 1000-Amp Service Entrance Main Switchgear Distribution Control Cabinet</b>	<b>Number:</b> <b>2023-01</b>	<b>Contacts:</b> <b>Purchasing Administrator: Nilsa Andres, 321-633-0205 Email: nilsa.andres@bcso.us</b>
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**GENERAL CONDITIONS**

All Proposers (the terms “Proposers,” “Bidders,” and “Vendor” are used interchangeably herein) must adhere to the time constraints of this Request for Proposal (herein sometimes referred to as RFP). Proposals received after the Formal Proposal Opening date and time will not be considered.

The Sheriff of Brevard County reserves the right to waive minor formalities in this proposal, to accept any proposal 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 proposals.

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 proposal will be posted on [www.demandstar.com](http://www.demandstar.com) and [www.vendorregistry.com](http://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 proposal will be awarded not necessarily to the lowest proposer but to the vendor who will best 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 FOB Destination, inside delivery, unless otherwise specified.

Any and all questions shall be in writing and directed to the Purchasing Administrator who will respond to all vendors who have notified this office with intent to submit a proposal.

**PROPOSAL CORRESPONDENCE**

All correspondence regarding this Request for Proposal should be directed to the Brevard County Sheriff's Office using the information shown below. All correspondence must reference the RFP number and title and contact information.

The contact for this RFP is:

Nilsa Andres, Purchasing Administrator  
E-Mail: [nilsa.andres@bcso.us](mailto:nilsa.andres@bcso.us)  
Telephone: 321-690-1500 x55109  
Fax: 321-633-0200

All communications and document submissions for this RFP should be identified by the RFP number and title and be directed to:

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

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

## **SECTION I – RFP 2023.01**

### **Replacement of the Exterior 1000-Amp Service Entrance Main Switchgear Distribution Control Cabinet TERMS AND PROVISIONS**

#### **1. PURPOSE**

The purpose of these provisions is to describe the requirements for this Request for Proposal. 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 proposal, 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](http://www.demandstar.com), [www.vendorregistry.com](http://www.vendorregistry.com) and *Trader Jake's* publication. A link can be found at [www.brevardsheriff.com](http://www.brevardsheriff.com), 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](http://www.brevardsheriff.com), [www.demandstar.com](http://www.demandstar.com), [www.vendorregistry.com](http://www.vendorregistry.com) or by contacting Nilsa Andres, Purchasing Administrator for the Brevard County Sheriff's Office at (321) 690-1500 x55109, or email at [nilsa.andres@bcso.us](mailto:nilsa.andres@bcso.us). The Brevard County Sheriff's Office is not responsible for late or non-delivery of mail. Any reference to time will be based on Eastern Standard Time (or, if applicable, Eastern Daylight Savings Time).

#### **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 personal delivery, facsimile, registered or certified United States mail, postage prepaid, return receipt requested, or email by the date stated on SECTION II-SCHEDULE OF EVENTS. This process is intended to ensure that the proposer is placed on the procurement distribution list for this RFP, to include notification of the mandatory vendor conference, receiving copies of all questions forwarded to the Purchasing Administrator relative to this RFP and the written responses to those questions, and any Request for Proposal amendments. Failure to submit the Acceptance Form-Appendix A by the date stated on SECTION II-SCHEDULE OF EVENTS may result in the proposer not being included on the procurement document list and may result in the proposal being disqualified.

#### **5. WRITTEN QUESTIONS**

Potential proposers may submit written questions as to the intent or clarity of this RFP by the date stated on SECTION II-SCHEDULE OF EVENTS. All written questions must be addressed to the Purchasing Administrator of the Brevard County Sheriff's Office and reference the RFP number and title. Answers to all questions received will be subject to general distribution to all proposers who have returned the Acceptance Form-Appendix A by the date stated on the Schedule of Events. Any other contact by Proposers or potential Proposers to this RFP of any Brevard County Sheriff's Office personnel to gain further information, clarification, or documentation concerning this RFP is strictly prohibited. Any violation of this requirement will be reason for disqualification of the Proposer by the Brevard County Sheriff's Office or its appointed staff from consideration of the services stated in this RFP.

#### **6. RFP ADDENDUMS**

The Brevard County Sheriff's Office shall issue a Formal Addendum if substantial changes which impact the submission of proposals are required. Any such addenda shall be binding on the proposers and shall become a part of the solicitation document. In the event of conflict with the original specifications, the provisions of the addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified. No interpretation of the meaning of the specifications or other contract documents will be made orally to any proposer. Any verbal representations made by Brevard County Sheriff's Office personnel or their representatives, which differ from any portion of the specifications, shall not be relied upon unless subsequently ratified by a formal written addendum.

#### **7. PROPOSAL CRITERIA**

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

- The reputation of the proposer.
- Proposer's experience for services required.
- The ability of the proposer to complete work within the time constraints of this RFP.
- The implementation by the proposer of a Drug Free Workplace.
- The financial stability of the proposer.

- Other similar projects completed by the proposer in the past.
- A clear response to technical specifications, requirements, and criteria.
- A clear outline by which the proposer intends to fulfill the requirements and criteria.

The Brevard County Sheriff's Office reserves the right to reject any and all proposals or any part of a proposal, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project that may include portions of the originally proposed project as the Sheriff, in the exercise of his sole and unfettered discretion, may deem necessary. No proposal shall be accepted from, or awarded to, any proposer, if there is pending or threatened litigation involving such proposer in which a claim is made that the proposer provided or furnished materially defective workmanship or materials to the Brevard County Sheriff's Office or that proposer failed to substantially comply with this Request for Proposal specifications or proposal terms and conditions. Proposers 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 the Sheriff's designee may, at his/her option, interview proposers submitting proposals prior to award.

## 8. PROPOSAL SUBMISSIONS

All proposals must be submitted in a sealed envelope, **distinctly** marked on the outside as follows:

### RFP # & TITLE

Brevard County Sheriff's Office  
 Central Logistics Unit – Purchasing Division  
 160 Doler Lane  
 Cocoa FL 32927

Each proposal must clearly indicate the proposer's name and address on the outside of the package. It is the responsibility of the proposer to ensure delivery of the proposal 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 proposer has chosen. The proposer will be responsible for reading and understanding completely the requirements in the specifications contained in the RFP. Proposals will not be accepted after the date and time specified for receipt.

## 9. FORMAL PUBLIC OPENING OF PROPOSALS

Sealed proposals will be received up until the date and time of the formal proposal opening. The proposal opening will take place at the Brevard County Sheriff's Office Central Logistics Unit, 160 Doler Lane, Cocoa, FL 32927. The names of the firms submitting a competitive solicitation will be read aloud at the formal proposal opening and whether they have provided all the required information. No details of the competitive solicitation will be released.

## 10. FIRM PROPOSAL

Each proposer warrants, by virtue of submitting their respective proposals, that the prices quoted in their proposal will be good and not revocable by the proposer for an evaluation period of sixty (60) days from the date of proposal opening unless otherwise stated. Firm prices shall be proposed and include FOB Destination, all packing, handling, and shipping charges, fuel surcharges and delivery, unless otherwise indicated. Proposers will not be allowed to withdraw or modify their proposals after the opening date and time.

Each Proposer also warrants that prices quoted will be good through the duration of the contract unless otherwise addressed by a contract extension or price adjustment request (see Item 23).

The Brevard County Sheriff's Office is exempt from Federal Excise Taxes and all sales tax.

## 11. PROPOSAL EVALUATION

The Proposal Evaluation Team, comprised of personnel from the Brevard County Sheriff's Office, will perform the evaluation of all proposals. During this time, the Purchasing Administrator may take the option to initiate discussions with proposers who have submitted responsive proposals for the purpose of clarifying aspects of the proposals. Proposals may be accepted and evaluated without such discussion. The evaluation of proposals and the determination as to the equality of the proposal 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 proposer. The Proposal Evaluation Team will utilize, but not be solely limited to, the following criteria:

- Work Outline: The proposer 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: Proposers shall have indicated knowledge and experience with similar projects.

## 12. PROPOSAL QUALIFICATIONS

Proposers 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) or service(s) offered satisfactorily and expeditiously. Proposers 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 proposer's place of business prior to the award of any proposal and to determine the ability of the proposer to meet terms and conditions as set forth herein. The proposal pursuant to this RFP will only be entered into with responsible proposers, 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.

Should the original proposer sell or transfer all assets or the entire portion of the assets used to perform this RFP, a successor-in-interest must perform all obligations under this RFP. Brevard County Sheriff's Office reserves the right to reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

### **13. PRIME VENDOR RESPONSIBILITY**

Any proposal(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 proposal with the Brevard County Sheriff's Office. The Brevard County Sheriff's Office will make payment only to 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 proposed sub-vendor.

### **14. PROPOSAL SUBMITTAL COSTS**

Submittal of a proposal is solely at the cost of the proposer. Therefore, the Sheriff is in no way liable or obligates himself for any cost incurred by the proposer in determining and submitting a proposal pursuant to the Request for Proposal.

### **15. ACCEPTANCES AND REJECTIONS**

The Sheriff reserves the right to reject any or all proposals for cause, to waive irregularities, if any, and to accept the proposal or proposals which in the judgment of the Sheriff is in the best interest of the Brevard County Sheriff's Office.

The Sheriff may reject a proposal from a vendor who has demonstrated a history of non-compliance with previous bid awards, which would include price changes within the original term of an RFP, failure to deliver product in a reasonable time, unauthorized substitutions or any other practice that had impeded Brevard County Sheriff's Office from acquiring acceptable goods or services for the benefit of the agency and the citizens of Brevard County.

The Brevard County Sheriff's Office reserves the right to reject proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

### **16. AWARD**

The award of the proposal may be made to the most qualified responsive proposer or proposers offering a product or service deemed suitable for use by the Brevard County Sheriff's Office. The Brevard County Sheriff's Office will use its discretion to determine if proposals meet the requirement of this solicitation and 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.

### **17. NEXT QUALIFIED PROPOSAL**

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

### **18. DEFAULT**

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

### **19. APPROPRIATION**

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

## **20. 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**

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, the Brevard County Sheriff's Office, as a public entity, may not accept any proposal from, award any proposal to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (currently \$ 35,000) 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). Proposers submitting on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting proposal are responsible for determining that any such dealers or suppliers meet the criteria outlined in the preceding sentences.

## **22. AGREEMENT TERMS AND CONDITIONS**

In the event of an award for services, a bi-lateral contract will be prepared by the Brevard County Sheriff's Office, to be agreed upon and signed by both parties prior to the commencement of the services. In the event of an award for product purchases, the Brevard County Sheriff's Office purchase order shall serve as the contract.

- The Sheriff will have the option to renew the proposal based on the terms found in the Specifications. Each renewal will be based on a yearly review of the services provided by the vendor.
- 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 proposer 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. PRICE ADJUSTMENTS**

Any price increase proposed by the vendor must be requested in writing at least sixty (60) days prior to the end of a 12-month period or the expiration of the current RFP Contract Term or extension period, as applicable. The Brevard County Sheriff's Office reserves the right to accept or reject vendor price adjustment requests, as it determines to be in the best interests of the Brevard County Sheriff's Office. The Brevard County Sheriff's Office reserves the right to, but is not obligated to, consider price adjustments based upon events or changes that impact a given vendor in a manner materially different than the industry if the vendor presents evidence that the Brevard County Sheriff's Office, in its sole discretion, clearly substantiates material cost increases specific to such vendor. In the event of changes to national or state standards, the vendor must present verifiable changes in cost to the Brevard County Sheriff's Office. The Brevard County Sheriff's Office will consider the cost changes and will make a final determination on the change in price.

The vendor price adjustment request must clearly substantiate the requested change. If no request is received from the vendor prior to the expiration of the initial term, the Brevard County Sheriff's Office will assume that the vendor has agreed that the renewal option may be exercised without pricing adjustment. Any adjustment request received after the commencement of a renewal term will not be considered.

The Brevard County Sheriff's Office reserves the right to accept the renewal adjustment or to allow the contract to terminate and re-advertise for proposals or quotes, whichever the Sheriff determines to be in the best interest of the Brevard County Sheriff's Office

## **24. DRUG FREE WORKPLACE CERTIFICATION**

In accordance with Florida Statutes, Section 287.087, preference shall be given to the proposer with a drug free workplace program in the case of two or more proposals with equal respect to price - see Appendix B-Drug Free Workplace Certification Form.

## **25. TIE PROPOSALS**

In the event two or more proposers have submitted the most qualified proposals, award preference may be given based on the following criteria:

- Proposer with a Drug Free Workplace Program (see Appendix B),
- Proposer who has his/her/its principal place of business in Brevard County,
- If the proposers involved in the tie situation are all located inside or outside of Brevard County, the decision will be made by a Chief Officer of the Brevard County Sheriff's Office.

## **26. 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 proposal. The vendor may submit with the proposal a complete set of any additional terms and conditions, which the vendor is requesting be included in an agreement negotiated with the Sheriff, although the Sheriff has the right to reject any such request.

**27. CLAIMS**

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

**28. RIGHT TO WAIVE IRREGULARITIES**

The Brevard County Sheriff's Office reserves the right to waive irregularities if such a waiver is, in the opinion of the Sheriff, 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 proposals 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.

**29. 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.

**30. BREVARD COUNTY SHERIFF'S OFFICE RIGHTS**

The Brevard County Sheriff's Office reserves the right to accept all or a portion of a proposal, including the right to purchase equipment from approved price proposals. The Brevard County Sheriff's Office is a county constitutional office of the State of Florida. It has the authority to either individually or collectively execute contracts for all goods and services for the proper conduct of the office. Florida Statutes Section 30.53, exempts sheriff's offices from the provisions of the Florida Statutes that would otherwise require sealed and competitive bidding procedures.

**31. RIGHT TO PUBLISH**

Throughout the duration of the procurement process and proposal term, proposers 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 proposal. Failure to adhere to this requirement may result in disqualification of a proposal. RFPs will be answered by general distribution.

**32. 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

**33. TERMINATION**

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

- Ten (10) days written notice with cause – if through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the Brevard County Sheriff's Office shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within ten (10) business days, the contract may be terminated for cause immediately. The right to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the Brevard County Sheriff's Office shall compensate the successful proposer in accordance with the contract for all services performed by the proposer prior to termination, net of any costs incurred by the Brevard County Sheriff's Office as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the Brevard County Sheriff's Office for damages sustained by the Brevard County Sheriff's Office by virtue of any breach of the contract by the vendor, and the Brevard County Sheriff's Office may reasonably withhold payments to the vendor for the purposes of off-set until such time as the exact amount of damages due the Brevard County Sheriff's Office from the vendor is determined.

- Thirty (30) days written notice without cause – the Brevard County Sheriff's Office can terminate the contract in

whole or part without cause by giving written notice to the vendor of such termination, which shall become effective thirty (30) days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the Brevard County Sheriff's Office.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balance of the contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the Brevard County Sheriff's Office liability for goods or services delivered prior to the date of notice to terminate the contract.

#### **34. 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 termination of the proposal. Items may be tested for compliance with the specifications. Items delivered not conforming to specifications may be rejected and returned at the vendor's expense.

#### **35. GOVERNING LAWS AND VENUE**

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

#### **36. 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 proposer 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 proposal 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 proposal shall be deemed to affect the rights, privileges and immunities of the Sheriff as set forth in Florida Statutes Section 768.28.

#### **37. EXCEPTIONS TO PROPOSAL**

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

#### **38. ADDITIONS/DELETIONS**

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

#### **39. ADJUSTMENTS, MODIFICATIONS, AND AMENDMENTS**

Should the Sheriff and the vendor mutually agree to a change in the scope of the program during the proposal term, the vendor will be allowed to change the proposal. However, the Sheriff, prior to such change being effective, must sign any amendment to the proposal. Changes in contractual provisions of services to be rendered under the proposal 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 proposal, shall keep the proposal under their control, and shall not by the power of attorney or otherwise assign the proposal to any other party without prior approval of the Sheriff. If services to be provided pursuant to the proposal 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 proposal or any part thereof if the vendor fails to resolve the matter within three (3) 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 proposal, the vendor shall furnish all the services specified in this Request for Proposal and confirm 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 personal delivery, facsimile, or registered or certified United States mail, postage prepaid, return receipt requested, to the applicable party at the correct address provided in the proposal.

#### 40. INSURANCE REQUIREMENTS

During the term of the contract to be awarded pursuant to this RFP, the vendor shall be responsible for maintaining all insurance coverage required in accordance with applicable state and federal laws at their own expense and without cost to the Brevard County Sheriff's Office. Any cancellations or lapses of insurance affecting the operation of the Brevard County Sheriff's Office under the contract shall be deemed a material breach. If any insurance coverage or policy should be canceled or changed by vendor or the insurance company, or the coverage or policy expires during the period of this proposal award, the vendor shall be responsible for securing other acceptable insurance coverage to provide the specified insurance coverage in the RFP to maintain continuous insurance coverage during the life of the award. The insurance company or companies providing insurance for the vendor must be acceptable to the Brevard County Sheriff's Office. In addition, the vendor will document proof of insurance coverage specifically for the Brevard County Sheriff's Office in the following **minimum** amounts:

Commercial General Liability Insurance policy in the amount of \$1,000,000 combined single limit for each occurrence to include the following coverages: Premises/Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, and Errors & Omissions;

Workers' Compensation and Employers Liability Insurance as required by Florida state law (Chapter 440) covering all employees of the vendor and subcontractors;

Auto Liability Insurance which includes coverage for all owned, non-owned, and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per occurrence and \$6,000,000 per aggregate. Vendor's catastrophic insurance or re-insurance limits are to be detailed and specified for protection against personal injuries, deaths, or property damages, arising from or in any manner occasioned by the acts or omissions of the vendor or anyone directly or indirectly employed by the vendor. The company or companies providing this insurance policy must be lawfully authorized to do business as an insurer in the State of Florida.

Certificates of insurance must be supplied to the Brevard County Sheriff's Office within ten (10) days after award of contract to a successful proposer. The certificates of insurance (COI) shall indicate that the policies have been endorsed to cover the Brevard County Sheriff's Office as an **additional insured**. These policies may not be canceled, modified, 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.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-contractor's insurance shall be the responsibility of the vendor.

#### 41. FORM OF BONDS

Bid Bonds and Performance Bonds, when required, shall be submitted with the proposal in the amount specified in Specifications. Unless otherwise specified in the proposal documents, the bonds shall be written in a form meeting the current laws and regulations in the State of Florida. The proposer 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 or her Power of Attorney.

#### 42. 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, the 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 Florida Statutes, Chapter 119, 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 Florida Statutes, Section 119.10(2).

C. Public Records Custodian Notice:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, 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 [BCSOpublicrecords@bcso.us](mailto:BCSOpublicrecords@bcso.us) OR AT BREVARD COUNTY SHERIFF'S OFFICE, ATTENTION: RECORDS, 700 PARK AVENUE, TITUSVILLE, FLORIDA 32780.**

**SECTION II – 2023.01**  
**Replacement of the Exterior 1000-Amp Service Entrance Main Switchgear Distribution Control Cabinet**  
**SCHEDULE OF EVENTS**

The time lines defined in this section are non-negotiable and are required to be strictly adhered to in order for vendor proposals to be accepted.

<b>Advertisement/Broadcast Dates</b>	<b>March 31, 2023 &amp; April 7, 2023</b>
<b>Deadline to Submit Appendix A (Mandatory)</b>	<b>April 14, 2023</b>
<b>Mandatory Vendor Conference</b>	<b>April 18, 2023 @ 9:00 a.m.</b>
<b>Deadline to Submit Written Questions</b>	<b>April 20, 2023</b>
<b>Answers to Written Questions</b>	<b>April 24, 2023</b>
<b>Formal Proposal Opening</b>	<b>May 4, 2023 @ 1:00 p.m.</b>
<b>Evaluation Period</b>	<b>May 4, 2023 – May 9, 2023</b>
<b>Award Date on or About</b>	<b>May, 11, 2023</b>

**SECTION III – RFP 2023-01**  
**Replacement of the Exterior 1000-Amp Service Entrance Main Switchgear Distribution Control Cabinet**  
**SPECIFICATIONS**

**SCOPE OF WORK:**

The Brevard County Sheriff’s Office (BCSO) is seeking sealed, written proposals for the replacement of the Exterior 1000-Amp Service Entrance Main Switchgear Distribution Control Cabinet and related breakers and components located at the Criminal Investigation Facility on 340 Gus Hipp Blvd, Rockledge, FL 32955.

Proposal pricing must include:

- Freestanding NEMA 4X (IP-66) compliant electrical switchgear cabinet adequate to contain all breakers, components, cabling, service entrance and constructed of corrosion resistant materials (aluminum/stainless where possible).
- Coordination with Building Department for permitting and inspections.
- Permit submissions including any fees and required drawings.
- Removal and proper disposal of existing switchbox and components
- Furnish and install conductors, taps, fittings, breakers and final terminations for complete job
- All labor and equipment needed to complete the job.
- Any concrete work to accommodate new switchgear cabinet
- Coordination with FPL for disconnect/reconnect appointments
- Scheduling work and power outages to limit the impact to operations at the Criminal Investigations facility.
- Testing and documentation of new equipment.

BCSO will be responsible for:

- Coordinating the trimming/removal of vegetation identified that may impede access prior to start.
- Blocking off the area surrounding the work site to ensure access

**PART A – GENERAL TERMS AND CONDITIONS:**

1. **Mandatory Vendor Conference:** There will be a mandatory vendor conference at 9:00 a.m. on Tuesday, April 18, 2023, at the job site located at the Brevard County Sheriff’s Office Criminal Investigations facility, 340 Gus Hipp Blvd, Rockledge, Florida. To attend this meeting, interested bidders must submit a completed and signed Appendix A by the April 14, 2023 deadline.
2. **Proposals:** Three (3) proposals, one original and two copies, must be submitted in a SEALED envelope/package addressed to: Brevard County Sheriff’s Office, Central Logistics Unit-Purchasing Division, 160 Doler Lane, Cocoa, Florida 32927. To prevent inadvertent opening, the mailing label must clearly indicate the RFP title and number. (This must be placed on the outside of the envelope/package).
3. **Pricing and Proposal Submission:** Complete Appendix D – Quotation Sheet and include details (manufacturer literature, cut-sheets, specification documents) of all major components included in your proposal such as the cabinet, breakers, etc.
4. **Terms of Contract:** The agreement between the Brevard County Sheriff’s Office and the Vendor who is awarded this proposal will commence on the published award date and be in effect until completion of the project.
5. **Vendor Responsibility:** It is the responsibility of the vendor to understand and comply with all aspects of this Request for Proposal. By submitting a proposal, Vendor is agreeing to all the terms, provision, and specifications. Failure to abide by such will result in default and subject to loss of any and all contractual agreements made on behalf of this RFP. Contact other than what is detailed in Terms and Provisions, Section 5. Written Questions by Proposers or potential Proposers to this RFP of any Brevard County Sheriff’s Office personnel to gain further information, clarification, or documentation concerning this RFP is strictly prohibited. Any violation of this requirement will be reason for disqualification of the Proposer from consideration of the services stated in this RFP by the Brevard County Sheriff’s Office or its appointed staff.

**APPENDIX A – RFP 2023-01**  
**Replacement of the Exterior 1000-Amp Service Entrance Main Switchgear Distribution Control Cabinet**  
**ACCEPTANCE FORM**

VENDOR NAME & ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- PROPRIETORSHIP
- PARTNERSHIP
- CORPORATION

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

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 proposer we will comply with all the stipulations included in the proposal package. The above named proposer affirms and declares:

- That the Proposer is of lawful age and that no other person, firm, or corporation has any interest in this proposal or in the proposal proposed to be entered into.
- That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud. That the Proposer is not in arrears to Brevard County upon debt or proposal 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 proposal; in the performance of the proposal; 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 proposal, to complete delivery within predetermined date(s) according to award of proposals. The undersigned agrees, also, that this proposal shall remain open for an evaluation period of sixty (60) days following the opening of proposals.

\_\_\_\_\_  
Authorized Representative Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

**By attaching my signature above, I acknowledge that there is a mandatory vendor conference and that the following representative(s) will attend.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please return this form by April 13, 2023. Submission of this form may be by any method as outlined in Item 4. Acceptance Form-Appendix A.**

**APPENDIX B – RFP 2023-01**  
**Replacement of the Exterior 1000-Amp Service Entrance Main Switchgear Distribution Control Cabinet**  
**DRUG FREE WORKPLACE CERTIFICATION**

**IDENTICAL TIE PROPOSALS**

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, 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 proposal 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 proposals 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 proposal 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 proposal, the employee will propose 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 Name

\_\_\_\_\_  
Authorized Representative Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

**APPENDIX C – RFP 2023-01**

**Replacement of the Exterior 1000-Amp Service Entrance Main Switchgear Distribution Control Cabinet  
INSURANCE CHECK LIST**

- 1. Commercial General Liability Insurance in the amount of \$1,000,000 combined single limit for each occurrence to include the following coverages: Premises/Operations; Products and Completed Operations; Personal Injury; Contractual Liability covering this contract; and Errors & Omissions.
- 2. Workers' Compensation and Employers Liability Insurance as required by Florida state law (Chapter 440) covering all employees of the vendor and subcontractors.
- 3. Auto Liability Insurance which includes coverage for all owned, non-owned, and rented vehicles with a \$1,000,000 combined single limit for each occurrence.
- 4. Excess Liability - \$ \_\_\_\_\_ per occurrence to follow the primary coverages.
- 5. Professional Liability Insurance (in the event that the contract involves professional or consulting services) in the amount of \$1,000,000 per occurrence and \$6,000,000 per aggregate. Vendor's catastrophic insurance or re-insurance limits are to be detailed and specified for protection against personal injuries, deaths, or property damages, arising from or in any manner occasioned by the acts or omissions of the vendor or anyone directly or indirectly employed by the vendor.
- 6. Certificates of insurance (COI) must be supplied to the Brevard County Sheriff's Office within ten (10) days after award of contract to a successful proposer.
- 7. The certificates of insurance shall indicate that the policies have been endorsed to cover the Brevard County Sheriff's Office (700 South Park Avenue, Titusville, Florida 32780) as an **additional insured**.
- 8. These policies may not be canceled, modified, 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.
- 9. Other insurance as indicated: \_\_\_\_\_

**Proposer and Insurance Agent Statement:**

**We understand the insurance requirements of these specifications, as noted by the items checked above, and that evidence of this insurance is required within ten (10) days of Proposal Award.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Representative Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

**APPENDIX D – RFP 2023-01**  
**Replacement of the Exterior 1000-Amp Service Entrance Main Switchgear Distribution Control Cabinet**  
**PRICING AND PROPOSAL**

The following price proposal is submitted as the all-inclusive to replace the Exterior 1000-Amp Service Entrance Main Switchgear Distribution Control Cabinet and all necessary components.

Total Price: \_\_\_\_\_

Estimated Completion Time: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

It is the responsibility of the Vendor to understand and comply with all aspects of this Request for Proposal. By signing this document, the Vendor agrees to all the terms, provisions, and specifications. Failure to abide by such will result in default and subject to loss of any and all contractual agreements made on behalf of this RFP.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Representative Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date