



# REQUEST FOR QUALIFICATIONS

**RFQ-2025-01**

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**Construction Management Services  
Brevard County Sheriff's Office  
Brevard County Regional Training Center**

Brevard County Sheriff's Office  
Manager Ron Spangler  
Central Logistics  
160 Doler Lane  
Cocoa, FL 32927

# REQUEST FOR QUALIFICATIONS (RFQ)

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**Construction Management Services  
Brevard County Sheriff's Office  
Brevard County Regional Training Center**

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## **PART 1: GENERAL OVERVIEW**

### **Introduction**

Brevard County Sheriff's Office, Florida (hereafter, "BCSO"), is seeking statements of qualifications from qualified firms (hereafter, "Contractor") to perform Construction Management services for the construction of Brevard County Regional Training Center. This project will be administered by Brevard County Sheriff's Office Central Logistics Unit.

Scope of work shall include construction management services for the construction of a newly designed three-story building consisting of 45,000 SF. Also included are associated driveway entrances, parking spaces, walkways, utility connection, and dry retention stormwater management system. Landscaping, irrigation system, and sod installation will be included. Construction will be completed per the engineered design drawing of Tsark Architecture firm.

The BCSO anticipates the following general Scope of Services, but reserves the right to modify, add or delete any services:

- Weekly project meetings;
- Scheduling, updates and planning;
- Estimating, including final Guaranteed Maximum Price;
- Bidding (selection of the trade contracts and/or material suppliers for the project) and bidding must comply with the BCSO procurement policies and procedures to the best of the Construction Manager's ability;
- Guaranteed Maximum Price (not to exceed total for the costs of the physical construction and the general conditions necessary for the total construction of the project);
- Trade contract procurement and administration;
- Installation of Owner-furnished materials; Owner-Direct purchasing of materials to recover sales tax in coordination with the BCSO and State requirements;
- Cost Control;
- Project record keeping;
- Site management such as project control, site housekeeping, construction materials waste management plan, supervision, scheduling, planning, quality assurance, quality control, safety, etc.
- Physical construction;
- Information management;
- Change Orders/claims management;
- Permitting;
- Special inspection coordination (geotechnical, materials testing, threshold inspection, etc);
- Reporting;

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- Shop drawings submittals/document control/field as-builts;
- Substantial Completion, final completion, warranty compliance inspection, building commissioning, etc.
- Move in and occupancy coordination, as needed; including training of BCSO personnel;
- Warranty management

The Contractor, upon successful negotiations, will enter into a contract, including a Guaranteed Maximum Price (hereafter, "GMP") for the total construction cost, provide a Public Construction Bond for the full value of the GMP and will hold all trade sub-contracts.

The BCSO intends to select one Contractor to perform the Construction Management services for this project. A Contractor may utilize sub-contractors to be used for portions of the required services; however, the primary Contractor shall be responsible for all of the work performed. All subcontracted services must be preapproved by the BCSO and must meet the requirements of the Contract. In addition, if a statement of qualifications is submitted by a joint venture, one firm will be required to assume full responsibility for the contracted services.

**Please refer to Part 2: Submittal Requirements for detailed information on the response format, specifically what information is to be included in each Tab.**

The Contractor understands that this RFQ does not constitute an agreement or a contract with the Contractor. A proposal is not binding until both parties execute the Contract. The term "Contract" as used in this RFQ refers to both this RFQ and any subsequent continuing services contract executed between the BCSO and selected Contractors.

## **Award**

Qualified responses will be reviewed and ranked by the BCSO Selection Committee at a Public Meeting. At this meeting, the Selection Committee may make a final selection of the Contractor; or the Selection Committee may choose to shortlist a minimum of the three (3) top-ranked Contractors. If shortlisting is done, the shortlisted Contractors may be requested to make a presentation to the Selection Committee followed by an interview by the Selection Committee.

At least five (5) days prior to the presentations/interviews the Selection Committee will provide those Contractors selected for a presentation/interview with a document that sets forth information regarding how the presentation and interview will be conducted, evaluated, and ranked.

After the interviews, the Selection Committee will rank the finalists to determine the selected Contractor(s). The Negotiating Committee will then negotiate with the top-ranked Contractor(s).

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## **Procurement Process**

The procurement of these services will be done by competitive selection and negotiation consistent with Section 287.055 of the Florida Statutes, "Consultants' Competitive Negotiation Act," and Brevard County Policy BCC-26, "Acquisition of Consultant Professional Services." Brevard County reserves the right to revise, delete portions, and/or limit the scope of professional services and to reject any and all Responses.

Responses to this Request for Qualifications RFQ-2025-01 will be received until March 17th.

Qualifications shall be submitted to the Brevard County Sheriff's Office, Attn: Ron Spangler, 160 Doler Lane, Cocoa, FL 32927.

\*NOTE: Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your qualifications only to the Brevard County Sheriff's Office location at the address above. To be considered, a RFQ must be accepted at Central Logistics no later than the March 17<sup>th</sup> by 5pm.

## **Cone of Silence**

All Contractors and their agents are hereby placed on notice that they are not to contact members of the Board of County Commissioners, County or BCSO staff regarding this RFQ, with the exception of the designated liaison. Public meetings of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by this Request for Qualifications and written correspondence in regards to this Request for Qualifications is to be submitted to the designated liaison. Failure to comply with this provision will result in disqualification of the Contractor. Only the designated liaison identified in this response may be contacted.

Any questions relating to this RFQ should be received by purchasing before 5:00 pm, February 28<sup>th</sup> in order to facilitate issuance of a timely addendum responding to the questions received.

The staff member designated as the liaison for this Request for Qualifications is Manager Ron Spangler, Brevard County Sheriff's Office Central Logistics, e-mail [purchasing@bcso.us](mailto:purchasing@bcso.us).

## **Record Information**

Complete package is available on Demand Star, [www.demandstar.com](http://www.demandstar.com) and Vendor Registry ([www.vendorregistry.com](http://www.vendorregistry.com)) website. You may also contact the Central Logistics office at:

Brevard County Sheriff's Office  
Attn: Manager Ron Spangler

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Email: [purchasing@bcso.us](mailto:purchasing@bcso.us)

1. All responses shall become the property of the BCSO. The details of the sealed response documents submitted by a respondent will remain exempt from public inspection consistent with Chapter 119 of the Florida Statutes, including Section 119.071 of the Florida Statutes entitled General Exemptions from Inspection or Copying of Public Records.
2. All Contractors must acknowledge and conform to the statement on Public Entity Crimes (Attachment A) prior to entering into the Contract with the BCSO.
3. If the BCSO is unable to electronically verify the Contractor participates in the E-Verify Program, as required; the Contractor SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the BCSO will enter into the Contract with the Contractor.
4. The BCSO will not reimburse a respondent for any costs associated with preparation and submittal of responses to this solicitation.
5. Contractors acknowledge that all information contained within their responses are ultimately public records to the extent required by the State of Florida Public Records Laws, unless made confidential and/or exempt by Florida law.
6. Awards made pursuant to this Request for Qualifications are subject to the provisions of Chapter 112, Part III, Florida Statutes, "Code of Ethics for Public Officers and Employees." All respondents must disclose in their responses the name of any officer, director, or agent who is also an employee of the BCSO. Furthermore, all Contractors must disclose the name of any BCSO employee who owns, directly or indirectly, any interest of five percent (5%) or more in the Contractor's firm or any of the respondent's branches or subsidiaries.
7. Contractor shall not discriminate with respect to age, race, color, gender, religion, disability, or national origin in any manner with regard to this solicitation.
8. The responsibility for determining the extent of the professional services required under any Task Order rests solely with the Contractor. Neither the BCSO nor its representatives shall be responsible for determining the final scope of services that may be required.
9. All timely responses to the RFQ will be considered. Contractors are requested to clearly indicate any deviations from the submittal requirements.
10. Each Contractor is responsible for full and complete compliance with all laws, rules and regulations

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including those of the Federal Government, State of Florida and applicable local ordinances and regulations. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any Contractor from its obligation to honor its response and to perform completely in accordance with its response.

11. The BCSO, at its discretion, reserves the right to waive minor informalities or irregularities in any response, request clarification of information from Contractors, to reject any and all responses in whole or in part, with or without cause, and to accept any response, which, in the BCSO's judgment, will be in the BCSO's best interest.
12. Any interpretation, clarification, correction or change to the Request for Qualifications will be made by written addendum issued by Brevard County Sheriff's Office Central Logistics Unit. Any oral or other type of communication concerning the Request for Qualifications shall not be binding upon the BCSO.
13. Responses must be signed by an individual of the Contractor's organization legally authorized to commit the Contractor's organization to the performance of the services contemplated by this Request for Qualifications.
14. Any Responses submitted before the deadline may be withdrawn by written request received by the BCSO before the time fixed for receipt of Responses. Withdrawal of any Response will not prejudice the right of the respondent to submit a new or amended Response as long as BCSO receives the Response by the deadline as provided herein.
15. For good and sufficient reason, up to forty-eight (48) hours before the advertised deadline, the BCSO may extend the Response deadline. Notice will be provided by an addendum being published to Demand Star, [www.demandstar.com](http://www.demandstar.com) and Vendor Registry, [www.vendorregistry.com](http://www.vendorregistry.com).

### **Scrutinized Contractors**

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135 of the Florida Statutes. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged with business operations in Cuba or Syria as identified in Section 287.135, of the Florida Statutes.

For Contracts of any amount, if the BCSO determines the Contractor submitted a false certification

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under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the BCSO shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the BCSO's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the BCSO may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the BCSO determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the BCSO shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the BCSO's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the BCSO may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8) of the Florida Statutes if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable. (See Attachment D)

## **Required Use of E-Verify**

The BCSO will not accept proposals from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The BCSO shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. **If the BCSO is unable to electronically verify the Contractor participates in the E-Verify Program; the CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the BCSO will enter into contract or issue notice to proceed with Contractor.**

## **Special Terms and Conditions of the Solicitation**

1. A Contractor with which the BCSO successfully negotiates terms and conditions for the

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professional services shall be required to enter into a contract with the BCSO that incorporates the requirements of this Request for Qualifications and terms and conditions. If the parties cannot agree to the services and/or fees, the BCSO reserves the right to cease negotiations with the subject Contractor and initiate negotiations with the Second-ranked Contractor (and so on).

2. The successful Contractor shall hold harmless, indemnify and defend the BCSO, its employees, representatives and agents against any claim, action, loss, damage, injury, liability, cost and/or expense arising out of or incidental to Contractor's negligent, reckless, or intentionally wrongful acts or omissions under this Contract. Consideration for this indemnification provision will be included in the Contractor's hourly rate. The successful Contractor shall not be allowed to substitute project team members named in this response during the course of the Contract without prior written permission of the BCSO. This requirement is not negotiable.
3. Unless otherwise specified in this solicitation, all contracts are non-exclusive and the BCSO may employ other professional or technical personnel to furnish services for the BCSO, as the BCSO, in its sole discretion, finds is in the public interest. The BCSO reserves the right to assign such work to the Contractor as it may approve in the sole discretion of the BCSO.
4. Section 286.101 of the Florida Statutes requires all prospective contractors and grant recipients seeking to contract with the BCSO, or receive a grant from the BCSO, where said contract or grant has a value of \$100,000 or more must disclose to the BCSO (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined on the enclosed Foreign Influence Disclosure Form. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity. (See Attachment B)
5. The successful Contractor, before starting work, shall be required to submit all certificates of insurance and applicable endorsement pages as required by the contract. Please see attached Appendix A: DRAFT Contract, Article 13 for additional details. Please note: The insurance coverages enumerated in the DRAFT Contract constitute the minimum requirements (subject to

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change based on award) and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractors' insurance shall be the responsibility of the Contractor.

- a. Tie - Award of all tie rankings shall be made by the Sheriff or his designee in accordance with State Statutes, which allows a respondent certified as a Drug-Free Workplace to have precedence. When evaluation of responses to solicitations results in the identical ranking with regards to the responses from two or more Contractors, the BCSO shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority): Priority shall be given to the respondent certifying that it is a Drug-Free Workplace (Attachment C) as defined within Section 287.087 of the Florida Statutes;
  - b. Should a tie still exist, priority shall be given until the tie is broken, to the respondent with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used.
6. Complaints and Disputes - BCSO encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:
- a. Posting of Award Notices
    - i. FORMAL SEALED PROPOSALS/RFQs: No later than three (3) business days after the selection committee recommendations are finalized the Central Logistics Manager or his/her designee shall post the selection committee's rankings and recommended award for Proposals.
  - b. Proceedings
    - i. Any responding contractor—who is allegedly aggrieved in connection with the solicitation or pending award of a contract—must file a formal written protest with the Central Logistics Manager within five (5) business days of the posted selection committee's award recommendation.
    - ii. The formal written protest shall reference the bid/quote/proposal/qualification number and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.
    - iii. Within seven (7) calendar days of receipt of the formal written protest, the Central Logistics Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Command Staff members, both of whom must not be on the selection committee, and the Undersheriff. The Central Logistics Manager shall act as a Hearing Coordinator and the Chief Legal Counsel or designee may attend. The Central Logistics Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) reach a resolution of the protest. For the purpose of the

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Protest Committee hearing, resolution shall mean that the Protest Committee has reached a resolution which is final and binding.

c. Stay of Procurement During Protests

Failure to observe any or all of the above procedures shall constitute a waiver, the right to protest a contract award. In the event of a timely protest under the procedure, the BCSO shall not proceed further with solicitation or with the award until a recommendation is made by the Protest Committee.

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## **Part 2: SUBMITTAL REQUIREMENTS**

Responses will be evaluated based on the written document submitted as the response to this Request for Qualification (RFQ); therefore, the response must give a clear, concise, and complete statement of qualifications. For reasons of maintaining fairness and for ease of evaluation, responses to this RFQ must comply with the following directions and must be presented in this format and in the below described order.

### **ACCEPTANCE FORM-APPENDIX A1**

The Acceptance Form found in Appendix A1 shall be signed by an authorized representative of the organization, dated and returned to the Central Logistics Manager by personal delivery, facsimile, registered or certified United States mail, postage prepaid, return receipt requested, or email by the date stated on the SCHEDULE OF EVENTS. This process is intended to ensure that the proposer is placed on the procurement distribution list to include notifications such as receiving copies of all questions, the written responses to those questions, and any amendments relative to this RFQ. Failure to submit the Acceptance Form-Appendix A1 by the date stated on the SCHEDULE OF EVENTS may result in the proposer not being included on the procurement document list and may result in the proposal being disqualified

### **Submittal Format**

Submittals shall be printed on 8-1/2 × 11-inch paper, bound in booklet style, typed in Arial, Calibri, Century Gothic, Franklin Gothic, or Verdana typeface, in at least 12-point size. Both sides of the page may be printed but will be counted as two pages. Number all pages. Covers, tables of contents, and divider tabs will not be counted in the tab page limits. **Please submit one (1) fully executed original signed booklet and four (4) copies.** The booklet shall be divided and organized with tabs as follows:

#### **Tab 1: Introduction (maximum 1 page)**

##### **Provide the below information:**

1. **Contractor's Basic Information** – Contractor's name, mailing address, email address, and phone number(s).
2. **Primary Contact Person** – Name and contact information for the Contractor's primary contact person. This person will be the contact person for all matters related to the response to this RFQ, scheduling, negotiating, and contracting.
3. **Authorized Signature** – The Introduction which contains the above information (items 1- 2) must be signed by an authorized officer of the Contractor, certifying that the Contractor will accept any awards made as a result of said submission of the terms contained therein.

#### **Tab 2: Organizational Profile (maximum 2 pages, excluding Organizational Chart and one- page resumes)**

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## Provide the below information:

1. Organizational Chart [**one page maximum, up to 11x17**] Graphical illustration of the service delivery structure, depicting the team to include roles and responsibilities in relation to the scope of this RFQ. **Clearly indicate if the team member is employed by the Contractor or a subcontractor.** The Organizational Chart should include the office/facility location of each team member. If a team member works at more than one office/facility, please indicate the amount of staff time (in hours per week) allocated to each office/facility. Proposed staff should include those individuals anticipated to specifically work on this BCSO project and also those who will be responsible for the Contractor's overall performance, including Quality Control. The Organizational Chart should clearly illustrate the lines of authority.
2. Project Manager - Name, office location, background, education, and experience of the Contractor's project manager. This person will be the contact person for those professional services performed by the Contractor for BCSO.
3. Key Team Members - Provide **one-page** resumes for all key personnel (individuals who will have major contract responsibilities and/or provide unusual or unique expertise), including key personnel from subcontractors, identified on the Organizational Chart. Resumes shall include the following:
  - Name
  - Role in this contract
  - Experience (Years) - Total years of relevant experience and years of relevant experience with current firm.
  - Provide the name and location of the firm where the person currently works, which must correspond with one of the firms listed on the Organizational Chart.
  - Education - Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.
  - Current Professional Registration - Provide information on current relevant professional registration(s), including state and discipline.
  - Other Professional Qualifications - Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, and awards.
  - Relevant Projects - Provide information and status on projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Tab 3 if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Tab 3. Include the project title and location, year completed professional services, year completed construction (if applicable), brief description (scope, size, cost, etc.), specific role, and indicate if project is with current firm. If any of the professional services or construction projects are not complete, indicate the status in the brief description.
4. Organizational Profile Summary - Provide a summary of how the proposed Organizational Profile (service delivery scheme) can successfully meet the needs of this RFQ.

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## Tab 3: Experience (maximum 1 page for item 2 below (Contractor's Qualifications Summary) and maximum 1 page per Example Project)

The qualifications will be evaluated on the Contractor's experience.

### **Provide the below information:**

1. Example Projects which best illustrate the proposed team's qualifications to be qualified for this contract. **Describe at least three (3), but no more than five (5), public safety projects undertaken within the past five (5) years. Projects must include at least one (1) multi-story tilt-wall construction.** It is highly recommended to select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract.

Each Example Project needs to include, at a minimum, the below information **(maximum 1 page per Example Project).**

Please verify the owner ("client") information as the BCSO may conduct reference checks.

- Name and description of the project
- Indicate scope, size, cost (original and final), schedule (initial and final) principal elements and special features of the project
- Discuss the relevance of the example project to this RFQ
- Project owner (the "client"), contact name, phone number and email
- Names of the team members
- Specific roles of each team member

### If applicable, include the following information:

- Describe any permitting and/or regulatory agency efforts/coordination
  - Describe how design and construction project cost estimates are developed and updated by the Contractor
  - Describe any innovation, cost-savings/"value engineering"
  - Describe any project maintenance/operational considerations
2. Contractor's Qualifications Summary – please provide a summary of qualifications not to exceed one page.

## Tab 4: Work Product Sample (maximum 2 pages)

The qualifications will be evaluated on the Contractor's work product sample.

### **Provide the below information:**

1. Information Management: For one (1) of the projects listed in Tab 3, describe the types of documents, field records, logs, meeting minutes, monthly reports, RFI's, change order log, monitoring systems and information management systems which the Contractor used in the management of this project. Provide samples of each report used.
2. Cost Control: For one (1) of the projects listed in response to Tab 3, describe the processes implemented to control costs, ensuring the GMP was not exceeded, and costs of change orders were controlled in the management of this project. Provide samples of cost control methods

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implemented and utilized previously.

3. **Scheduling:** For one (1) of the Projects listed in response to Tab 3, describe the way in which the Contractor developed and maintained design and construction project schedules. How did develop schedules and how often were they updated? Provide examples of how these techniques were used. Include specific examples of scheduling challenges, and how your firm helped solve them. Submit a Sample of a project schedule.
4. **Safety:** For one (1) of the projects listed in response to Tab 3, describe the Contractor's approach to safety and how your firm ensures a safe workplace at the construction site.

## Tab 5: Team Management (maximum 2 pages)

The qualifications will be evaluated on the Contractor's team management.

### **Provide the below information:**

1. Describe team management and how the project will be managed.
2. Staffing Allocation and Capacity - Describe the way the Contractor will allocate staff resources to this contract, including managerial, technical, administrative/clerical staff and subcontractors; Address current and future capacity and ability to meet the BCSO's needs.
3. Describe how the Contractor will coordinate with the BCSO and what the BCSO can expect regarding responsiveness and timeliness.
4. Provide a description of how the Contractor ensures that services will be completed on time and within budget.
5. Quality Control: For one (1) of the Projects listed in response to Tab 3, describe the way the Contractor maintained quality control during the pre-construction, construction, and warranty phases. Provide specific samples of how these techniques were implemented and used.

## Tab 6: Local Preference

1. Proof of Corporate Headquarters located in Brevard County.
2. Number of current employees residing in Brevard County.
3. List of licensed sub-contractors utilized over the past 2 years that are headquartered in Brevard County.

## Tab 7: Required Proposal Forms

1. Public Entity Crime Affidavit (Attachment A)
2. Foreign Influence Disclosure Form (Attachment B)
3. Confirmation of Drug-Free Workplace Form (Attachment C)
4. Contractor Affidavit Regarding Scrutinized Company List (Attachment D)
5. Disputes Disclosure Form (Attachment E)
6. Truth-In-Negotiations Form (Attachment F)

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## **PART 3: EVALUATION METHOD AND CRITERIA**

### **Evaluation**

The responses will be evaluated consistent with Section 287.055 of the Florida Statutes, "Consultants' Competitive Negotiation Act," and Brevard County Policy BCC-26, "Acquisition of Consultant Professional Services." Qualified responses will be reviewed and ranked by the BCSO's Selection Committee at a Public Meeting, utilizing the evaluation criteria described below. Each response will be evaluated by the Selection Committee members and subjectively scored on Introduction Letter, Organizational Profile, Experience, Capabilities, and Team Management for a maximum of 100 points.

	<b>Maximum Score</b>
<b><u>Compliance with RFQ Instructions</u></b>	*
General compliance with the instructions issued in the RFQ. (Significant noncompliance may be grounds for disqualification)	
<b><u>Tab 1: Introduction</u></b>	<b>Y/N</b>
<ul style="list-style-type: none"><li>Contact Information</li></ul>	
<b><u>Tab 2: Organizational Profile</u></b>	<b>30</b>
<ul style="list-style-type: none"><li>Contractor's Organizational Delivery Structure</li><li>Key team members and subcontractors' qualifications</li></ul>	
<b><u>Tab 3: Experience</u></b>	<b>30</b>
<ul style="list-style-type: none"><li>Scope of similar services</li><li>Relevant experience</li></ul>	
<b><u>Tab 4: Work Product Sample</u></b>	<b>15</b>
<ul style="list-style-type: none"><li>Information Management</li><li>Cost Control</li><li>Scheduling Tools</li><li>Safety</li></ul>	
<b><u>Tab 5: Team Management</u></b>	<b>20</b>
<ul style="list-style-type: none"><li>Team Management</li><li>Project Administration</li><li>Quality Control</li></ul>	
<b><u>Tab 6: Local Preference</u></b>	<b>5</b>
<ul style="list-style-type: none"><li>Brevard County Based Office and Staff (5 Points)</li><li>Businesses in Counties Contiguous with Brevard County (3 Points)</li><li>Businesses Based in the State of Florida (1 Point)</li></ul>	

**Total ► 100**

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APPENDIX A1

ACCEPTANCE FORM-

VENDOR NAME & ADDRESS:

Three horizontal lines for entering vendor name and address.

- Proprietorship, Partnership, Corporation checkboxes.

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.

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Please return this form by February 21, 2025. Submission of this form may be by any method as outlined in Part 2: Submittal Requirements, Acceptance Form-Appendix A1.

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**ATTACHMENT A**

**PUBLIC ENTITY CRIME FORM**

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA TATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by \_\_\_\_\_,  
(Name of entity submitting sworn statement) whose business  
address is \_\_\_\_\_.

and (if applicable) its Federal Employer Identification Number is \_\_\_\_\_.

2. My name is \_\_\_\_\_ and my relationship to the entity named  
(Print name of individual signing) above is \_\_\_\_\_  
(relationship such as sole proprietor, partner,  
president, vice president).

3. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1989, because of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person or pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint

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venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an entity.

7. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement below applies).

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime after July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989, AND (Indicate which additional statement below applies).
  - There has been proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).
  - The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).
  - The person or affiliate has not been placed on the convicted vendor list. (Please describe an action taken by or pending with the Department of General Services).

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\_\_\_\_\_  
(Signature) and (Date)

\_\_\_\_\_  
Printed Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ (day) day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by \_\_\_\_\_ (name of person making statement).

[Notary Seal]

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ Personally Known OR \_\_\_\_\_ Produced Identification

Type of Identification Produced \_\_\_\_\_

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**ATTACHMENT B**

**DISCLOSURE FORM**

**FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF \$100,000 OR MORE**

**Summary of Form:** In order for the BCSO to comply with Section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the BCSO, or receive a grant from the BCSO, where said contract or grant has a value of \$100,000 or more must disclose to the BCSO (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

**I. SECTION I.** Please answer yes or no to each statement below:

- YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.
- YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.
- YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

**II. SECTION II.** Please answer yes or no to the statement below:

- YES / NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a

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value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

**III. SECTION III.** If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

- YES / NO This is a proposal to sell commodities through an online procurement program established pursuant to Section 287.057(22), Florida Statutes.
- YES / NO This is a proposal from an entity that discloses foreign gifts or grants under Section 1010.25 or Section 286.101(2), Florida Statutes.
- YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under Section 286.101(2) or Section 1010.25, Florida Statutes.
- YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

**IV. SECTION IV.** If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the BCSO may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: \_\_\_\_\_

Name of Bidder/Grantee: \_\_\_\_\_

Mailing Address of Bidder/Grantee: \_\_\_\_\_

Value of the Contract/Grant or Gift: \_\_\_\_\_

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: \_\_\_\_\_

Date of Termination of the contract or interest with the Foreign Country of Concern:

\_\_\_\_\_

Date of Receipt of the Contract/Grant or Gift: \_\_\_\_\_

Name of the agent or controlled entity that is the source or interest holder: \_\_\_\_\_

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

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

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by \_\_\_\_\_ (name of person making statement).

[Notary Seal]

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ Personally Known OR \_\_\_\_\_ Produced Identification

Type of Identification Produced \_\_\_\_\_

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**ATTACHMENT C**

**CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

In accordance with Section 287.087, Florida Statutes, " whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service which are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 programs, 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, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section.

*As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.*

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Patrol Services West Precinct

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

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**ATTACHMENT D**

*Construction Management Services  
Brevard County Sheriff's Office Brevard  
County Regional Training Center  
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**CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST**

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, of the Florida Statutes. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged with business operations in Cuba or Syria as identified in Section 287.135, of the Florida Statutes.

For Contracts of any amount, if the BCSO determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the BCSO shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the BCSO's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the BCSO may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the BCSO determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the BCSO shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the BCSO's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the BCSO may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared

\_\_\_\_\_, who, being by me first duly sworn, made the following statement:

1. The Business address of \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).

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- 3. I understand that "Boycott of Israel" has the same meaning as defined in Section 215.4725 of the Florida Statutes...
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce...
5. \_\_\_\_\_ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List...
6. \_\_\_\_\_ (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List...
7. \_\_\_\_\_ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year).

(AFFIX SEAL or STAMP)

Notary Public

My commission expires:

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**ATTACHMENT E**

**DISPUTES DISCLOSURE FORM**

Please answer the following questions "Yes" or "No". If you answer yes to any of the questions, please provide a full explanation below the question.

1. Has your firm or any of its officers received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years? \_\_\_\_\_

2. Has your firm or any member of your firm been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? \_\_\_\_\_ If yes, indicate company name, contact name and telephone number, length of service provided, and reason for early cancellation/termination of contract.

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation, within the last five (5) years? \_\_\_ If yes, the explanation must state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements contained herein are true. I agree and understand that any made are any misstatement or misrepresentation or falsification of facts shall be cause for disqualification of the submittal, immediate cancellation of any contract with the BCSO that might arise from the representations contained herein, and forfeiture of rights for further consideration for work for the BCSO.

Contractor Name: \_\_\_\_\_

Authorized Signature/ Date: \_\_\_\_\_

Signatory Name and Title: \_\_\_\_\_

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**ATTACHMENT F**

**TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT**

Before me, the undersigned authority, personally appeared Affiant,

\_\_\_\_\_ who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive a Contract for professional services with the BCSO.
2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into a Contract with the BCSO to provide professional engineering services.
3. That the undersigned firm has furnished the BCSO a detailed analysis of the cost of the professional services.
4. That the wage rate information and other factual unit costs that the undersigned firm furnished were accurate, complete and current at the time the undersigned firm and the BCSO entered into the Contract for professional services.
5. That the Contract which the undersigned firm and the BCSO entered into contained a provision that the original Contract price and any additions thereto shall be adjusted to include any significant sums by which the BCSO determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs and that all such Contract adjustments shall be made within one year following the end of the Contract.

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FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by

\_\_\_\_\_  
(name of person making statement) .

[Notary Seal]

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ Personally Known OR \_\_\_\_\_ Produced Identification

Type of Identification Produced \_\_\_\_\_

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## Schedule of Events

<u>Event</u>	<u>Date</u>	<u>Time</u>
Advertisement/Broadcast	January 31st and February 7th	N/A
Deadline for Submittal of Acceptance Form- Appendix A1	February 21st	5PM
Deadline to Submit Written Questions (Procedural)	February 28th	5PM
Answer to Written Questions (Procedural)	March 7th	5PM
Deadline for Submittal of Requirements	March 17th	5PM
Evaluation Period	March 17th - April 4th	N/A
Selection and Notification of top Qualified Contractors	On or before April 4th	N/A
Interview/Presentation by Qualified Contractors before Selection Committee	April 17th	TBD
Post interview Question Submittal Deadline	April 21st	5PM
Post interview Answers Deadline	April 25th	5PM
Selection Committee Review	April 25th - April 30th	N/A
Notification of results to Contractors	May 1st	N/A
Posting of Award	May 2nd	N/A

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## GENERAL CONDITIONS, TERMS, AND PROVISIONS

### 1. Definitions

- **BCSO** - The term "BCSO" herein refers to Wayne Ivey, in his official capacity as Sheriff of Brevard County, the Brevard County Sheriff's Office, or its duly authorized representatives.
- **CONTRACTOR** - The term "CONTRACTOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.
- **USING AGENCY** - The term "USING AGENCY" used herein refers to any department, division or unit within the BCSO agency using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the Brevard County Sheriff's Office.
- **HEAVY DUTY** - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
- **QUALIFIED CONTRACTOR** - The best Contractor who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by BCSO staff of the Contractor or its subcontractors' past performance for the Selection Committee.
- **RESPONSIVE CONTRACTOR** - A Contractor who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.
- **DUE CAUSE** – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any bids received in Purchasing after the specified date and time will not be accepted.

3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1) (b) 2, as amended from time to time, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the BCSO. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

5. **BID TABULATIONS:** Bid tabulations are posted on DEMANDSTAR and VENDORREGISTRY.

6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The BCSO reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed Ron Spangler, Central Logistics Manager, Brevard County Sheriff's Office, 160 Doler Lane, Cocoa, Florida, 32927 or emailed to [purchasing@bcso.us](mailto:purchasing@bcso.us) to be given consideration, such requests must be received by the due date and time listed

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under Schedule of Events. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Contractor from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their bid.

- 8. EEO Statement:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. BCSO is an equal opportunity employer.
- 9. PRICING:** Firm prices shall be proposed and include FOB (Free On Board) DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the BCSO to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of BCSO under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida.
- 10. ADDITIONAL TERMS AND CONDITIONS:** The BCSO reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
- 11. TAXES:** The BCSO is exempt from Federal excise taxes and all sales taxes.
- 12. DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.
- 13. MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new the latest model in current production, and shall be of good quality, workmanship, and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet BCSO standards in a safe, neat, good, and workmanlike manner.
- 14. BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the BCSO to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the BCSO and will be based on information furnished by the Contractor. The Central Logistics Manager is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to the Central Logistics Manager. To ensure that sufficient information is available the Contractor shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for the Central Logistics Manager to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the BCSO would be binding itself to purchase by making an award.
- 15. SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
- 16. ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Central Logistics Manager.
- 17. INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the BCSO and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the

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performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.

- 18. PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the BCSO and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the BCSO. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
- 19. TRAINING:** If specified, the supplier(s) may be required at the convenience of the BCSO, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.
- 20. ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the bid list and the Contractor disqualified from doing business with the BCSO.
- 21. SAFETY WARRANTY:** The selling dealer, distributor, supplier and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
- 22. WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the BCSO by any other provision of this bid.
- 23. AWARDS:** As the best interest of the BCSO may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. Contractors are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the BCSO. The BCSO may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.
- 24. Unless Otherwise noted in the bid document, Contractors shall submit one bid only.**
- 25. CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of BCSO. Further, all Contractors must disclose the name of any BCSO employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.
- 26. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** BCSO permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor(s).
- 27. DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received by BCSO for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat., as amended from time to time, shall be given preference in the award process.

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- 28. LOBBYING STATEMENT:** All firms are hereby placed on notice that the BCSO and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the BCSO or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation To bid, and written correspondence concerning Bids may be submitted to the Central Logistics Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in BCSO action to disqualify your firm from consideration of award.
- 29. PUBLIC ENTITY CRIMES:** The Contractor is hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 30. DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat., as amended from time to time.
- 31. SCRUTINIZED COMPANIES:** The Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., as amended from time to time. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.
- 32. LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Central Logistics Manager. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.
- The Awarded Contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. BCSO does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.
- 33. ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of additional error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.
- 34. CANCELLATION AND REINSURANCE:** If any insurance should be cancelled, changed or expiring during the period of this bid award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.

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- 35. INCURRED COST:** BCSO is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to BCSO.
- 36. MATERIALS / SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
- 37. SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
- 38. VERBAL INSTRUCTIONS:** no negotiations, decisions or actions shall be initiated or executed by the Contractor as a result of any discussions with any BCSO employee. Only those communications, which are in writing from an authorized BCSO representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by BCSO as duly authorized expressions on behalf of the company.
- 39. LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.
- 40. ADDITION, DELETION OR MODIFICATION OF SERVICES:** The BCSO reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the BCSO, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the BCSO, the contractor, and the contract manager upon completion of such portion.
- 41. OPERATION DURING DISPUTE:** In the event that the BCSO has not cancelled the contract in accordance with the terms of the contract, and there remains a dispute between the Contractor and the BCSO, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
- 42. CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The BCSO shall issue orders against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The BCSO retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.
- 43. SPECIAL ACCOMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and section 286.26 Fla. Stat., as amended from time to time, persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 264-5212 or by email at [lisa.gillis@bcso.us](mailto:lisa.gillis@bcso.us) and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.
- 44. CONTRACTOR RESPONSIBILITIES:** Contractors, by submitting a bid, certify that it understands all planning coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. BCSO approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the BCSO's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.
- 45. SUPERVISION OF CONTRACT PERFORMANCE:** The Contractors performance of the contract will be notified by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall

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not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

- 46. MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the Contractor. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the BCSO. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
- 47. GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a “green procurement” policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
- 48. MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the BCSO.
- 49. PPROMPT PAYMENT:** For payment promptness, BCSO shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.74, Fla. Stat., et seq., as amended from time to time. BCSO does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.
- 50. RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the contractor shall keep books, records and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office, and shall be retained by the contractor for a period of five (5) years after termination of this Agreement—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat., as amended from time to time.
- 51. UNAUTHORIZED ALIEN WORKERS:** Pursuant to Florida Statute 448.095, BCSO shall not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act “INA”). The BCSO shall consider a Contractor’s intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. Before entering into any contract with the BCSO, the CONTRACTOR shall register with and utilize the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees hired by the CONTRACTOR during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the

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Contract to likewise utilize the [U.S. Department of Homeland Security's E-Verify system](#) to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

- 52. FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the BCSO is subject to Florida Public Records Law, Chapter 119, Fla. Stat., as amended from time to time, and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the BCSO would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

Should any person or entity make a public request of the BCSO—which requires or would require the BCSO to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractor's obligation to provide the BCSO within 24 hours (not including weekends and legal holidays), of notification by the BCSO to the Contractor of the request, of the specific exemption or confidentiality provision so the BCSO will be able to comply with the requirements of Chapter 119, Fla. Stat.

Should the BCSO face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the BCSO which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the BCSO as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

All material submitted becomes the property of the BCSO and may be returned only at the BCSO's option. The BCSO has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.

- 53. PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., as amended from time to time, whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.
- 54. TIE BIDS:** Award of all tie quotes/bids shall be made by the Central Logistics Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the BCSO shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):
- For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat., as amended from time to time;
  - In the event that a tie still exists after progressing through the above, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the affected Contractors if they elect to be present.
- 55. CONTRACTOR COMPLAINTS AND DISPUTES:** BCSO encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:
- **POSTING OF AWARD NOTICES:** FORMAL SEALED BIDS: No later than three business days after a bid opening the Central Logistics Manager or his/her designee shall post a tabulation of competitive sealed bids to Demand Star and Vendor Registry websites. The apparent responsive low contractor will be the intended award recommendation. If after posting the tabulation, the apparent low contractor is found to be non-responsive to the specifications, a revised tabulation will be posted indicating that the low contractor is non-responsive, and that the next lowest contractor is the intended awardee. The time for filing the protest will begin the date of the later posting.

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- **PROCEEDINGS:** Any vendor or contractor who is allegedly aggrieved in connection with the solicitation of the intended award recommendation must file a written protest with the Central Logistics Manager no later than 5:00 p.m. on the 5th full business day after the intended award was posted.

The written protest shall reference the bid, quote, proposal, or qualification number, identify the protestor, and contain a factual summary upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) business days of receipt of the written protest, the Central Logistics Manager will meet with the protester to attempt to resolve the protest. The Central Logistics Manager will issue a written decision to the protester on the merits of the protest.

The protester may appeal the Central Logistics Manager's decision in writing no later than 5:00 p.m. on the 5<sup>th</sup> business day after the date of the written decision by the Central Logistics Manager to a Protest Committee. This appeal to the Protest Committee by the protester is a final means of administrative remedy to the protest. Within seven (7) business days after receipt of the protester's appeal, the Central Logistics Manager will arrange a meeting of the Protest Committee and the protester.

The Protest Committee shall consist of two (2) command staff member, both of whom must not be on the selection committee and the Undersheriff.

The Central Logistics Manager shall act as a non-voting Hearing Coordinator, and the BCSO Attorney or designee may attend as a non-voting member. Public meeting notices will be posted.

An administrative Assistant will record the meeting and provide any information as the Committee may request. The purpose of the meeting of the Protest Committee is to evaluate the facts and merits of the protest and to reach a final resolution of the protest.

- **STAY OF PROCUREMENTS DURING PROTESTS:** Failure to observe any or all of the above procedures shall constitute a waiver, the right to protest a contract award. In the event of a timely protest under the procedure, the BCSO shall not proceed further with solicitation or with the award until a recommendation is made by the Committee.

**56. FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS:** During a hurricane, civil disturbance, or other County declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc.). Cost of the service will be at the non-standard working hours. If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements attached to this RFQ.

**57.** Unless otherwise specified in this solicitation, all contracts are non-exclusive and the BCSO may employ other professional or technical personnel to furnish services for the BCSO, as the BCSO, in its sole discretion, finds it in the public interest. The BCSO reserved the right to assign such work to the Contractors as it may approve in the sole discretion of the BCSO.

**58.** Section 286.101 of Florida Statutes requires all prospective contractors and grant recipients seeking to contract with the BCSO, or receive a grant from the BCSO, where said contract or grant has a value of \$100,000 or more must disclose to the BCSO (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity

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must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined on the enclosed Foreign Influence Disclosure Form. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

Pursuant to Florida Statutes § 287.05701, BCSO shall not consider, give preference based upon, or request documentation regarding a vendor's social, political, or ideological interests when determining the vendor's qualifications.

**59. BUILD AMERICA, BUY AMERICA ACT (BABAA) REQUIREMENTS UNDER TITLE IX OF THE INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA):**

- BABAA requirements apply to projects funded with Federal financial assistance unless the project is 100% funded by the American Rescue Plan Act (ARPA).
- Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States. Total project costs and revisions thereof should reflect compliance with BABAA requirements.
- Contractor shall determine and certify that to the best of their knowledge and belief all iron and steel products, manufactured products, and construction materials referenced in any technical analysis/report; the plans, specifications, and bidding documents; any bid addenda; and change orders comply with all federal requirements, including BABAA.
- Contractor shall review and approve, or take-action with respect to shop drawings, samples, and other required submittals, including applications for payment, to ensure compliance with BABAA.
- Contractor shall review substitutes and "or equals" for conformity with BABAA requirements.
- Contractor shall obtain and review manufacturers and contractors' certifications on compliance with BABAA requirements and maintain copies of certifications in project files.

**60. FOREIGN COUNTRY OF CONCERN ATTESTATION:** If the Contract or Customers purchase order issued pursuant to this contract grants the contractor access to an individual's personal identifying information as defined in Section 501.171, Florida Statutes, the Contractor must, prior to execution, extension or renewal of the Contract or Customer Purchase Order, complete and submit to the County the "Foreign Country of Concern Attestation Form".

**61. COMMODITIES PRODUCED BY FORCED LABOR:**

- The Florida Department of Management Services will create and maintain a forced labor vendor list.
- Contractor has reviewed Section 287.1346, Florida Statutes and acknowledges:
  1. If applicable, a member of Contractor's senior management must certify, in writing, that to the best of her or his knowledge, the commodities offered to BCSO have not been produced, in whole or in part, by forced labor.
  2. Any contract or renewal of a contract for commodities entered into as a result of this bid shall be terminated at the option of the BCSO if Contractor is placed on the forced labor vendor list.