

Collier County Sheriff's Office



RFP #11-004 JAIL SUPPLIES

JULY 18, 2011

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PURCHASING DEPARTMENT

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PROPOSAL DUE DATE, TIME AND LOCATION:

AUGUST 10, 2011 BY 3:00:00 P.M. EST

Collier County Sheriff's Office
Purchasing Department
2885 County Barn Road
Naples, FL 34112



COLLIER COUNTY SHERIFF'S OFFICE
PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL

#11-004

JAIL SUPPLIES

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LEGAL NOTICE

Collier County Sheriff's Office

RFP # 11-004

JAIL SUPPLIES

Sealed bids for jail supplies will be received by the Collier County Sheriff's Office, Purchasing Department at 2885 County Barn Road, Naples, FL 34112 by 3:00 P.M. EST on August 10, 2011. The purpose of this invitation is to seek qualified vendors to provide jail supplies to our Naples and Immokalee Jail Centers that include but are not limited to bathroom supplies; bedding; cleaning equipment and products; hand soaps, sanitizers and dispensers; kitchen equipment; laundry detergents; deodorizers; textiles; protective apparel; and zip ties.

The ITB will be available online Monday, July 18, 2011 at <http://www2.colliersheriff.org/aboutus/purchasing/rfp1.asp> and hardcopies can be obtained at the Purchasing Department, Monday – Friday from 8:00 a.m. – 5 p.m. at the address listed above.

SCHEDULE OF EVENTS

ONLINE ANNOUNCEMENT (CCSO WEBSITE)	07/18/2011
NAPLES DAILY NEWS ADVERTISEMENT	07/17/2011 & 07/24/2011
PROPOSAL DUE	08/10/2011 BY 3:00 P.M. EST
PROPOSAL OPENING	08/11/2011 AT 9:00 A.M. EST
CONTRACT AWARD	09/12/2011
CONTRACT START	10/01/2011

Point Of Contact/ITB Originator

All inquiries pertaining to this request must be directed to:

Melissa Pearson
Sr. Buyer
Collier County Sheriff's Office
Purchasing Department
2885 County Barn Road
Naples, FL 34112

Email: melissa.pearson@colliersheriff.org
Direct Line: 239/252-9031
Main Line: 239/252-9040

The Collier County Sheriff's Office does not discriminate on the basis of race, color, sex, religion, age, national origin, or disability.

KEVIN J. RAMBOSK, SHERIFF
COLLIER COUNTY, FLORIDA

by: Melissa Pearson
Sr. Buyer

I.0 GENERAL INFORMATION

1.1 INTRODUCTION

- A. The Collier County Sheriff's Office is issuing this Invitation To Bid (ITB) for the provision of jail supplies. Potential Bidder(s) may only submit price proposals for the products identified (or the equivalent) in Section V. Scope of Work. All bid items must be maintained in stock by the Potential Bidder(s) and must be delivered within five (5) working days from order placement.
- B. All specifications will be followed; however, Potential Bidder(s) may offer an exception to the specifications. All exceptions shall be listed in the provided "Exceptions" form; they must be noted referencing the section number and description.
- C. The Sheriff reserves the right to reject any and all, or parts of any and all bids or proposals, postpone or cancel, at any time, a bid or proposal process, re-advertise an invitation or request, or waive any irregularities in bids or proposals received as a result of an invitation or request.

1.2 PURCHASING DEPARTMENT RESPONSIBILITY

- A. The Purchasing Department for the Collier County Sheriff's Office is responsible for the procurement of goods and services for the agency. Awards will be made to the lowest priced respondent that offers the best value and whose bid proposal is determined to be the most professionally and technically responsive. The Contractor will be required to demonstrate the best capability to fulfill the requirements specified in this invitation or request.
- B. The collection of information from qualified bidders for the fair evaluation of prepared proposals for the provision of items listed in the ITB.
- C. To provide a fully responsive contract for the provision of jail supplies.
- D. Additional information and/or amendments for this solicitation will be posted to our website: www.colliersheriff.org at the link provided below:

<http://www2.colliersheriff.org/aboutus/purchasing/rfp1.asp>

Note: It is the Potential Bidder(s) responsibility to check the website periodically and prior to proposal submission. The RFP or ITB name and number will identify it.

1.3 SCHEDULED EVENTS

- **Important Note:** The dates below are provided for the direction of this solicitation. Potential Bidder(s) must check the website periodically to ensure dates and times have not changed; it will be the Potential Bidder(s) responsibility. If changes do occur, an addendum will be posted to the website.

<u>Event</u>	<u>Date</u>	<u>Time</u>
Legal Notice Advertisement	July 17, 2011	N/A
Published: Naples Daily News	February 13, 2011	

RFP Issued	July 18, 2011	9:00:00 AM EST
Proposal Due	August 10, 2011	3:00:00 PM EST
Proposal Public Bid Opening	August 11, 2011	9:00:00 AM EST
Contract Award Announcement	September 12, 2011	5:00 PM EST
Contract Start	October 1, 2011	

1.4 ITB QUESTIONS

1. All communication must be directed to Melissa Pearson, Sr. Buyer of the CCSO Purchasing Dept. via phone: 239/252-9032 or email: melissa.pearson@colliersheriff.org. Potential Bidder(s) shall not communicate with any members of the CCSO unless authorized by Melissa Pearson.
2. Unauthorized communication by the Potential Bidder(s) may cause bid proposal rejection.

1.5 CONTRACT TERM

1. The awarded contract will begin on October 1, 2011 and end on September 30, 2012.

1.6 BIDDER QUALIFICATIONS

- A. Bidder must have been in the business of supplying the type of supplies identified in this invitation for a minimum of three (3) years.
- B. Bidder must be able to deliver to CCSO Jail Centers all products identified in this invitation within a maximum of five (5) business days from the order date.
- C. Bidder must maintain a drug-free workplace policy that includes random drug screening of employees. The bidder must certify at the time of proposal submission that such a program is in place and functioning.
- D. Bidder's signed and certified document that they do not employ unauthorized aliens in violation of section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324a).
- E. In accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914. The bidder will not discriminate on the basis of race, color, sex, religion, age, national origin, or disability in its employment practices.
- F. Bidder must supply three (3) references where similar services have been provided (at least one (1) governmental).
- G. In accordance with Section 287.133(3)(a), Florida Statutes, prospective bidders must complete the Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, Public Entity Crimes (provided in the document) concerning convictions of the bidder for public entity crimes and return it with their proposals.

1.7 BIDDER DISQUALIFICATIONS

1. Any of the following reasons may be considered as sufficient cause for the disqualification of the bidder and the rejection of their proposal

- A. More than one proposal for the same provision of services from an individual, firm, or corporation under the same or different name
- B. Evidence that the bidder has a financial interest in the firm of another bidder for the provision of the same services.
- C. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for the provision of any services until such participant has been reinstated as a qualified bidder or a period of five (5) years whichever is longer.
- D. Default under a previous contract for the provision of services to the CCSO.
- E. Failure of the bidder to disclose at the time of submission of their proposal that any member of the CCSO or an immediate family member of a member of the CCSO has more than five percent (5%) interest in the submitting form.
- F. Bidder has been debarred or suspended from participation in the State of Florida's term contract program or SPURS System.
- G. Employment of unauthorized aliens in violation of section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324a).
- H. Evidence that the bidder discriminates in its employment practices in violation of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914.
- I. Evidence that the bidder does not maintain a functioning work place drug-free policy that includes random testing of employees.
- J. Failure of the bidder to follow the response outline in Section 2.2 Proposal Submission and Section 2.3 Proposal Contents.

1.8 ADDENDA/ADDENDUM

- Addenda/Addendum will be the Potential Bidder(s) responsibility to check the CCSO website periodically and before proposal submission.
- Failure to submit the addenda/addendum with their proposal may deem the Potential Bidder(s) non-responsive and cause bid rejection.
- Potential Bidder(s) must acknowledge any issued addenda/addendum on the provided addenda/addendum form found in the attachments and include in proposal submission.

1.9 LOCAL BUSINESS PREFERENCE

1. It is the intent of the Collier County Sheriff's Office in the ITB solicitation to award Local Business Preference to Collier or Lee County Businesses for all qualified businesses. A local business means a firm that possesses a valid occupational license issued by Collier or Lee County that authorizes the business to provide the services to be purchased through this ITB process. The firm will not be considered a "Local Business" unless it contributes to the economic development and well being of

Collier or Lee County in a verifiable and measurable way. This may include, but not limited to, the retention and expansion of employment opportunities, the support and increase to the County's tax base and residency of employees and principals of the business within Collier or Lee County.

- A. For businesses that are owned and operated within the borders of Collier or Lee County as a sole proprietorship, a partnership or privately-held corporation a preference of ten percent (10%) of the total points in the evaluation criteria enumerated in Section
 - B. For businesses that are a publicly-held corporation with the corporate headquarters located in Collier or Lee County a preference equal to seven and one-half percent (7.5%) of the total points in the evaluation criteria enumerated in Section 4.1 Evaluation of this solicitation will be awarded.
 - C. For businesses located in Collier or County that have branch offices or facilities of a company whose corporate or main office or facility is home based outside Collier or Lee County a preference equal to five percent (5%) of the total points in the evaluation criteria enumerated in Section 4.1 Evaluation of this solicitation will be awarded.
2. All Contractor's requesting consideration for local business preference will submit the following information/documentation with their proposal. If any questions remain as to the validity of a Contractor's status as a local business, the Collier County Sheriff's Office reserves the right to request additional documentation substantiating the information provided. Failure to do so will result in the Bidder's request being deemed non-responsive.
 - a) A copy of the Contractor's Occupational License to do business within Collier or Lee County that authorizes the business to provide the services to be purchased through this solicitation.
 - b) A form of identification to the type of business organization employed by the Bidder (i.e. sole proprietorship, partnership, privately-held corporation or publicly-held corporation).
 - c) Year business was established in Collier or Lee County.
 - d) Total number of employees employed by the Contractor (including owner(s) or corporate officer(s)) that reside in Collier or Lee County.
 - e) Corporate Headquarters' primary physical address; Post Office Boxes are not verifiable and they will not be used for the purpose of establishing the validity of a local business preference requested by the Contractor.
 3. If a Contractor has been awarded local business preference in a prior bid or proposal process it is not necessary for the Bidder to resubmit the above information, but only needs to reference the bid or proposal solicitation in which the bidder was awarded local business preference.

2.0 INSTRUCTIONS

2.1 OBTAIN ITB

Hardcopies can be obtained by contact information below or downloaded at the CCSO website:

1. In-Person:

Contact	Address
Melissa Pearson, Sr. Buyer V: 239/252-9031 F: 239/252-9099 E: melissa.pearson@colliersheriff.org	Purchasing Department 2885 County Barn Rd. Naples, FL 34112

2. Online – CCSO Website:

<http://www2.colliersheriff.org/aboutus/purchasing/rfp1.asp>

2.2 PROPOSAL SUBMISSION

- a. Proposals are **due August 10, 2011 at 3:00:00 PM EST**. Late Proposals will not be accepted and returned unopened.

In INDIVIDUALLY sealed packages, please submit the following:

- One (1) original proposal
- Four (4) proposal copies
- One (1) electronic version (CD)
- One (1) Price proposal

Address Package

Collier County Sheriff's Office

ITB #11-004 JAIL SUPPLIES

Attn: Purchasing – Attn: Melissa Pearson, Sr. Buyer
2885 County Barn Road
Naples, FL 34112

NOTE: Package markings

In the lower right corner of each packet it must clearly indicate each packet by marking:
Original Proposal **must be** marked "**ORIGINAL**" and all copies **must be** marked "**COPY**."

- a. Format outlined in section 2.3 Proposal Contents must be followed; all forms and requested documents must be included with the submitted proposal.
- b. For evaluation purposes, indicate any "Exception(s) to the Scope of Work. In order for CCSO to review and acknowledge the exceptions, it must be computer generated or typed and located in the section marked "CONTRACTOR'S EXCEPTIONS" and price included in separate envelope.
- c. All Proposals must illustrate the company name and be signed by a company official or employee that possesses the authority to bind the company to the proposal. All signatures must be originals; stamped or photocopied signatures will be unacceptable.
- d. All associated cost with the development of the Potential Bidder(s) proposals will be the Potential Bidder(s) sole responsibility.

- e. RFP and/or ITB bid submission and all supporting documents become the property of the CCSO when received.
 - i. Proprietary information contained in the Contractor's proposal should be specified.
 - ii. Post Award, all Contractors' proposals become public record.

2.3 PROPOSAL CONTENTS

- A. A uniform proposal format is required in order to evaluate each proposal fairly. Proposal hard copies must be submitted in individually sealed packets, clearly marked:

ITB #11-04 JAIL SUPPLIES PROPOSAL

- 1. Response Format
 - a. Five (5) five ring binders
 - A. Attachments
 - Tabbed by category
 - Tabbed sub-categories
 - B. References
 - C. Addenda/Addendum

TAB 1. Attachments – see details below

- Sub-category within Attachments
 - A. Cover Letter
 - B. Scope of Work & Specifications (Compliance, Non-Compliance, Exception)
 - C. Public Entity Crime Form
 - D. Immigration and Nationality Act Form
 - E. Drug-Free Workplace Form
 - F. Insurance Questionnaire
 - G. Contractor's Exceptions

Attachment sub-category details – (TAB 1)

- A. Cover Letter (Interactive form provided) or potential bidder may draft one to include the below information
 - Signed by a company official with binding authority for the establishment.
 - Proposal is indeed in response to this request or invitation.
 - Information provided in the proposal is true and accurate.
 - Contents within the proposal will be valid for a specified number of days from the date of submission.
 - Contact names of employees for pricing, technical, and contractual questions must be included.

- Brief Company history of the establishment offering the proposal including its current management/ownership.
- B. Scope of Work & Specifications (Interactive form provided) – Contractor’s technical proposal responding to all the points noted in Section 5.0, Scope of Work and Specifications.
- C. A notarized Public Entity Crime Form (Interactive form provided).
- D. A notarized statement certifying that the Contractor does not employ unauthorized aliens in accordance with section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324a) (Interactive form provided).
- E. The statement form of a drug-free workplace to include a copy of a certificate and/or company policy (Interactive form provided).
- F. The insurance questionnaire form (Interactive form provided) – Insurance Certificates will be required by the Awarded Contractor to the C.C.S.O Purchasing Department five (5) days following the award announcement. (C.C.S.O will be named “Additional Insured” on the certificate(s)).
 - I. Worker’s Compensation Insurance at statutory limits, including employer’s liability coverage at minimum limits of per occurrence:
 - \$100,00 each accident
 - \$100,00 by disease per occurrence
 - \$500,000 aggregate by disease
 - II. Commercial Automobile Liability Insurance – Minimum combined single limits of:
 - \$500,000 per occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.
 - III. General Liability Insurance covering all employees with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate annually
- G. Contractor Exceptions (if applicable) – A listing of all “Exceptions to Specifications.” The bidder must include alternative proposals to all exceptions noted. Failure to note any exceptions will signify the bidder’s agreement to comply with this request as written (Interactive form provided).

TAB 2. References

- A. Potential Bidder(s) must supply three (3) references confirming bidder’s proven ability that they are experienced in delivering jail supplies as requested. (Interactive form provided).
 - 1. References – three (3) to include one (1) governmental
 - Name

- Address
- Telephone number
- Contact person
- Contact email

➤ Supplied references will be contacted and asked a series of questions to confirm bidder's proven ability to perform as requested in the invitation.

TAB 3. Addenda/Addendum

1. Potential Bidder(s) must include all addenda/addendum issued and include in their submission (Interactive form provided)

3.0 EVALUATION & AWARD PROCESS

3.1 EVALUATION CRITERIA

- A. Proposal evaluations and the contract award are based on the following criteria and scoring. The proposals will be evaluated and scored for completeness and the Potential Bidder(s) capability to meet the requirements in the request by the Purchasing Department.
- B. The proposal(s) will be scored by the items listed in Table 3.1.a below:

Table 3.1.a

<u>DESCRIPTION</u>	<u>WEIGHT</u>
1) Qualifications	5%
2) References	5%
3) Scope of Work/Specifications	10%
4) Local Vendor Preference	Up to 10%
5) Price	70%

- C. If exceptions or green products (product bid sheets) are proposed to those listed in this invitation, the acceptability of each product will be determined individually by Naples Jail Center, Services prior to their acceptance as a qualified bid.
- D. Quoted price will remain in effect from October 1, 2012 thru September 30, 2012. The Sheriff has the option to renew the contract for four (4) additional, one (1) year terms provided the price remains the same as initially quoted.
- E. Contract continuation is at the Sheriff's discretion and it will only continue if it is in the best interest of the Sheriff and the Collier County citizens.

4.0 CCSO TERMS & CONDITIONS

4.1 CONTRACT AWARD

- A. It is the desire of the Sheriff that all of the services in this invitation or request be provided by a single vendor, however, if it is determined to be in the best interests of the Collier County Sheriff's Office and the citizens of Collier County then the contract, in whole or parts, may be awarded to multiple vendors.

- B. The award will be made to the respondent whose proposal is determined to be the most professionally and technically responsive and demonstrates the best capability to fulfill the requirements as specified in the request and not necessarily to the lowest priced proposal. The selection process may include a request for additional information. The Sheriff's decision is final.
- C. The Sheriff reserves the right to reject any and all, or parts of any and all proposals; re-advertise this request; postpone or cancel, at any time, this Request For Proposal process; or waive any irregularities in this Request For Proposal or in the proposal(s) received as a result of this request. Also the determination of the criteria and process whereby proposals are evaluated, the decision as to who shall receive the contract award, or whether or not an award shall ever be made as a result of this request, shall be at the sole discretion of the Sheriff.
- D. If a sealed proposal contains information that the bidder does not wish disclosed to the public, or used for any purpose other than the evaluation of this offer; all such information must be submitted with indications on each page that the material is "Proprietary", "Confidential", or a "Trade Secret." All Information contained in the proposal will remain confidential throughout the evaluation process. However, in accordance with Chapter 119, Florida Statutes and other pertinent laws of the State of Florida, once a contract award is made to a Contractor, all information, in all received proposals will then become available for public review.
- E. Bidders shall provide any and all statements in their sealed proposals that they desire to be included in a final contract for a special response custom equipment vehicle. Exceptions to any terms and conditions may be made and will be subject to negotiation. However, the inability to contractually guarantee any statement or specification may result in future elimination.

4.2 PROTEST AWARD

- A. If, following the announcement of the contract award, an unsuccessful bidder wishes to challenge that contract award they must do so in writing, within ten (10) working days following the date of the contract award announcement. The unsuccessful bidder must enumerate in their protest those parts of the proposal and evaluation process they consider flawed or unfair and their reasons why.

4.3 LIABILITIES

- A. For the purpose of this article only, the following terms have the meaning indicated.
 - 1. CCSO means the Collier County Sheriff's Office, its jail centers, its divisions, substations, agencies, officials, officers and employees (also known as "members").
 - 2. Potential Bidder(s) means contractor(s), awardee contractor, vendor(s), and its officers, agents, representatives, and employees.
- B. The Successful Contractor shall indemnify the CCSO against liability for any suits, actions, or claims of any character arising from or relating to the Successful Contractor's performance under the awarded contract.
 - 1. The CCSO has no obligation to provide legal counsel or legal defense to the Awarded Contractor in the event that a suit, claim, or action of any character is brought by any person not party to the awarded contract against the Awarded Contractor as a result of or relating to the Awarded Contractor's obligations under the contract.

2. The CCSO has no obligation for the payment of any judgment or the settlement of any claims made against the Awarded Contractor as a result of or relating to the Awarded Contractor's obligations under the awarded contract.
 3. The Awarded Contractor will give immediate notice to the Sheriff or his designated representative of any claim or suit made or filed against the Awarded Contractor or any matter pertaining to the awarded contract. The Awarded Contractor will cooperate, assist and consult with the CCSO in any claim, suit or action made or filed against the CCSO or Collier County as a result of or relating to the Awarded Contractor's obligations under the awarded contract.
- C. The awarded contractor shall, at its own expense, procure, and maintain satisfactory public liability and casualty insurance to adequately protect itself and CCSO against any and all claims, suits, or actions brought as a result of or relating to the Awarded Contractor's obligations under the awarded contract.
1. The awarded contractor shall provide certificates of insurance described and outlined in Section 2.3 Proposal Contents depicting that the minimum insurance requirements are in force.
 2. The certificates will clearly state the insurer will mail notice to CCSO at least thirty (30) calendar days prior to any material changes in provisions or cancellation of the policy.
 3. The Contractor will be solely responsible for the payment for the required insurance coverage's and the payments of any said deductibles required by said policies.
 4. Any cancellation or lapse of insurance coverage will be considered a material breach of the awarded contract.
- D. The CCSO will expressly acknowledge that the Awarded Contractor is an independent contractor, and nothing in their Agreement is intended nor shall it be construed to create an agency relationship, and employer/employee relationship, a joint venture relationship, or any other relationship allowing CCSO to exercise control or discretion over the manner or method by which the awarded contractor performs their obligations under their Agreement.
- E. The Awarded Contractor expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards, and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tag out procedures, material safety data sheets and labeling as required by the Right to Know Standards, 29 CFR 1910.1200.
- F. The entire Awarded Contractor's litigation costs including reasonable attorney fees, arising from disputes under the awarded contract will be paid by the Awarded Contractor.
- G. The CCSO and the Awarded Contractor will agree that the awarded contract will be a Florida contract to be performed in Florida, and further that any litigation arising hereunder shall be brought and completed in Collier County, Florida and other pertinent Florida courts, and further that neither party will seek to remove such litigation from Circuit Courts or Appellate Courts of the State

of Florida by application of conflict of laws or any other removal process to any court not in the State of Florida.

- H. The awarded contract shall not be transferable by the Awarded Contractor in whole or part without the expressed written consent of CCSO.
- I. Neither the Awarded Contractor nor CCSO shall publish any findings based upon data obtained from their operations under the awarded contract without the prior written consent of the other party, whose consent shall not be unreasonably withheld.
- J. Due care and diligence has been exercised in the preparation of this RFP or Invitation to Bid, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the solicitation is required and the administrative responsibilities involved rest solely with those making proposals. Neither the CCSO nor its representatives shall be responsible for any error or omission in this solicitation, request or invitation, nor for the failure on the part of the proposer to determine the full extent of the exposure.

4.4 LIQUIDATED DAMAGES

- 1. Liquidated damages will be provided in the contract between the CCSO and the Awarded Contractor. The contract will begin upon the effective date and continue throughout the term of the contract.
- 2. The Awarded Contractor acknowledges that if damages are incurred by the agency, the Awarded Contractor agrees that the agency shall have the right to liquidate such damages, through deduction from the Awarded Contractor's invoices, in the amount equal to the damages incurred, or by direct billing to the Awarded Contractor.
 - a. It is mandatory that the Awarded Contractor guarantee that it will pay the CCSO upon invoice. Amounts due to the CCSO as liquidated damages may be deducted by the CCSO from any money payable to the Awarded Contractor. The CCSO shall notify the Awarded Contractor in writing of any claim for liquated damages on or before the date the CCSO deducts such sums from money payable to the Awarded Contractor.
 - b. If the delay is more than thirty (30) calendar days, then by written notice to the Awarded Contractor, the CCSO may terminate the right of the successful proposer to continue services and may obtain substitution services. In this event, the successful proposer shall be liable for any actual liquidated damages, as specified above.

4.5 ADJUSTMENTS, MODIFICATIONS, AND AMENDMENTS

- A. Should the CCSO and the Awarded Contractor mutually agree to a change in the scope of the work during the contract term, a mutually agreed price adjustment will be allowed.
- B. Changes in contractual provisions of services to be furnished under the contract may be made only in writing and must be approved mutually by an agent of the Awarded Contractor and the CCSO.

- C. The Awarded Contractor shall give full attention to the faithful execution of the contract, shall keep the contract under control, and shall not by power of attorney or otherwise assign the contract to any other party without prior written approval of the Sheriff.
- D. If the work to be done under the awarded contract shall be abandoned or delayed by the awarded contractor, or if at any time the Sheriff shall be of the opinion and shall so certify in writing that work has been abandoned or delayed by the Awarded Contractor, the Sheriff may annul the contract or any part thereof if the Awarded Contractor fails to resolve the matter within thirty (30) days of an official notice.
- E. Should laws change requiring additional services or significant changes in costs, the awarded contractor and the CCSO will negotiate an equitable price adjustment.
- F. All notices and requests by the CCSO or the Awarded Contractor shall be in writing and shall be delivered by certified mail, return receipt requested, or in-person and signed by the Awarded Contractor to the correct address of the parties to the contract. Either party may change its address by giving notice of the new address to the other party.

4.6 CONTRACT TERMINATION

- A. Unless otherwise mutually agreed by both parties, the awarded contract shall be terminated the last day of September 2012.
- B. Termination for Cause: The CCSO may terminate the awarded contract at any time that the Awarded Contractor fails to carry out its provisions or to make substantial progress under the terms specified in the contract.
 - 1) The CCSO shall provide the Awarded Contractor with thirty (30) calendar days notice of conditions endangering performance. If after such notice the Awarded Contractor fails to remedy the condition contained in the notice, the CCSO shall issue an order to stop work immediately.
 - 2) The CCSO shall be obligated to reimburse the Awarded Contractor only for those services rendered prior to the date of notice of termination, less any liquidated damages that may be assessed for non-performance.
- C. Employment of Unauthorized Aliens: The Awarded Contractor shall not employ unauthorized aliens. CCSO shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral and immediate cancellation of this agreement by CCSO.
- D. With mutual agreement of both parties upon receipt and acceptance of not less than thirty (30) calendar days written notice, the awarded contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.
- E. Notwithstanding any other provisions of the contract, if the funds anticipated for the continued fulfillment of the awarded contract are at any time not forthcoming, through the failure of the County Government and/or grantor to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the CCSO shall have the right to terminate the

awarded contract without penalty by giving not less than thirty (30) calendar days written notice documenting the lack of funding.

F. Termination for Special Situations: Either party may terminate the awarded contract immediately following thirty (30) calendar days written notification to the other documenting the occurrence of any of the following:

- 1) In the event there is a change in the Office of Sheriff due to an election, resignation, or death and the Sheriff-elect makes the decision not to continue the awarded contract.
- 2) The Awarded Contractor or any of its principals are debarred, suspended, proposed for debarment, or declared ineligible to participate in the State of Florida SPURS System under the provisions of Section 287.133(3) (a), Florida Statutes or pursuant to Rule 60A-1.006 F.A.C.
- 3) Insolvency, bankruptcy, or receivership of the Awarded Contractor.

4.7 PROHIBITION OF GIFTS TO CCSO EMPLOYEES

- A. No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any CCSO employee, as set forth in Chapter 112, Part III, Florida Statutes. Violation of this provision may result in one or more of the following consequences:
- a. Prohibition by the individual, firm, and/or any employee of the firm from contact with CCSO staff for a specified period of time;
 - b. Prohibition by the individual and/or firm from doing business with the CCSO for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes;
 - c. Immediate termination of any contract held by the individual and/or firm for cause.

4.8 OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

- A. CCSO encourages and agrees to the Contractor to extend the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the Contractor.

4.9 BIDDER CONDUCT

- A. Bidders are not to contact or lobby any Collier County Sheriff's Office member related to or involved with this Invitation to Bid. All oral, electronic, and/or written communication inquiries are to be directed to the Purchasing Department as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the bidder.

5.0 SCOPE OF WORK/SPECIFICATIONS

5.1 CCSO JAIL CENTER PAST EXPENDITURES

1. The Collier County Sheriff's Office Jail Centers have annual estimated jail supplies expenditures in excess of \$175,000.

5.2 INTENT

1. The Collier County Sheriff's Office (CCSO) is soliciting invitation to bid from qualified Contractor's to obtain fixed price for jail supplies.
2. The CCSO prefers one primary source for jail supplies; however, the Sheriff reserves the right to award multiple vendors if such an action is in the best interests of the Sheriff's Office and the citizens of Collier County.
3. This listing is intended to be a guideline and should not be considered as all-inclusive.
4. The awarded contract will include the responsibility for providing jail supplies to the Collier County Sheriff's, Naples Jail Center as specified and delivered in a timely manner.
5. The Contractor will be expected to meet the following specifications and requirements.
6. The Contractor will provide comprehensive products and/or services that are legally defensive and which meet all Federal, State and Local laws, Statutes and Ordinances governing such products and/or services.

5.3 PRODUCTS

1. Brand preferences are noted where applicable. They are for the purposes of establishing a grade and/or quality of material.
2. "Or Equivalent" Vendors making an exception to the bid item must provide specification that the exception is equal to the grade and/or quality and that it meets and/or exceeds the product specified.
 - a. Bidder must indicate the product exception they are bidding and it must include:
 - i. Brand/Manufacturer
 - ii. Description
 - iii. Part number
 - b. If requested, Bidder must supply a sample and specification sheet for comparison post bid opening to the Purchasing Department.
 - i. "Or Equivalent" parts will be inspected by the Naples Jail Center, Services staff.
 - ii. Upon request, sample must be supplied within two (2) days of request at no cost to the CCSO.
 - iii. Bid sample identification:
 1. Must be labeled:
 - a. Bidder Name
 - b. Manufacturer Name

- c. Manufacturer Part Number
- d. Bidder Part Number
- e. Specification sheet attached

c. Failure for Bidder to provide requested sample and documentation will allow Jail Services staff to reject the bid part exception.

d. CCSO Naples Jail Center will make the final decision determining the equivalency of the part exception.

- 3. MSDS data sheets must be supplied for each product.
- 4. If available, the bidder must provide green alternative products.

5.4 DELIVERY

- 1. Successful Bidder must provide business hours of Monday – Friday from 8:00 a.m. – 5:00 p.m.
- 2. Prior to deliveries Successful Bidder must make delivery arrangements with Jail Services staff.
- 3. Delivery hours are Monday – Friday from 8:00 a.m. – 4 p.m.
- 4. The bidder must provide delivery service to CCSO Jail Centers.
- 5. The delivery driver(s), if accessing CCSO facilities, will be mandated to have a complete background investigation performed by CCSO Background Investigations prior to being allowed access into the facilities for deliveries.
- 6. All products ordered must be delivered within five (5) business days from order placement and shall be FOB destination:

Collier County Sheriff's Office
Naples Jail Center
3347 Tamiami Trail East
Naples, FL 34112

Collier County Sheriff's Office
Immokalee Jail Center
302 Stockade Road
Immokalee, FL 34142

- 7. If product is unavailable at order placement, the vendor must comply with the following:
 - i. Contact ordering department immediately to inform them product is unavailable.
 - ii. Offer ordering department a product alternative, the ordering department has the right to accept or reject the alternative.
- 8. Emergency deliveries will be delivered within one (1) business day of order placement.

5.5 RETURNS

1. Products and/or packaging that are damaged during transit will not be accepted and replaced at vendor's expense.
2. Parts ordered in error by CCSO Services staff and are unused shall be returned to the vendor for full refund and/or credit of the original purchase price.
3. Vendor will not charge CCSO restocking fee/charges.

5.6 PURCHASE ORDER

- a. A blanket purchase order will be issued on October 1, 2011 and will remain in effect until September 30, 2012. All items ordered will be invoiced to this purchase order. The blanket purchase order number must be on all invoices issued to CCSO.

5.7 INVOICING – REIMBURSEMENT CRITERIA

- A. The Successful bidder shall invoice CCSO monthly for the items ordered, delivered and received in the month prior. The invoices must be received by CCSO, Accounts Payable, five (5) business days prior to the month end.
 - a. Invoices must accompany all product deliveries and include the following:
 - a. Invoice number
 - b. Invoice date
 - c. Account number, name, and address
 - d. Current Blanket Purchase order number
 - i. Payment terms are thirty (30) days from invoice date unless Net days discount applies.
 - ii. Order Quantity, Item number, Item Description, Unit Price, and Price Extended
 - b. Contractor shall provide CCSO Parts Dept a credit memo for all product deliveries that have been returned for credit.
 - c. Advance payments are unauthorized per CCSO policy
 - d. Each invoice must be signed by the CCSO employee that provides proof that the items were received.
 - e. Invoices must be sent to and they must include the following:

Collier County Sheriff's Office
Accounts Payable
Blanket PO #
3319 Tamiami Trail East
Naples, FL 34112

- a. Invoice number
- b. Invoice date

- c. Account number
- d. Organization name and address
- e. CCSO blanket purchase order number

5.8 Attachment B – Scope of Work – Bid Price sheets for items requested.

- a. The Potential Bidder(s) shall input the information requested on the items requested bid sheets.
 - i. Must input price if bidding on item requested
 - ii. If offering an exception they must input the information as requested
 - iii. If offering a green alternative they must input the information as requested
 - iv. Must click “NO BID” box for items they are not bidding