



COLLIER COUNTY SHERIFF'S OFFICE
PROCUREMENT BUREAU

WEBSITE: www.colliersheriff.org

RFP #20.001

Engine Overhaul for Rolls Royce Engine T63-A-720 (250-C20C) for 1800 hour overhaul

CONTACT: Brandy Hazel, CPPB, Contract Administrator

procurement@colliersheriff.org

PROPOSAL DUE DATE, TIME AND DELIVERY LOCATION

- ◆ June 23, 2020 BY 4:00.00 PM EST
- ◆ Collier County Sheriff's Office
Procurement Bureau
2885 County Barn Road
Naples, FL 34112

| Event | Time | Date |
|-----------------------------------|----------------|----------------|
| RFP Released | N/A | 6/2/2020 |
| Proposer's Questions Deadline | 4:00.00 PM EST | 6/12/2020 |
| Proposal Due | 4:00.00 PM EST | 6/23/2020 |
| Proposal Public Bid Opening | 9:00.00 AM EST | 6/24/2020 |
| Evaluators Begin | N/A | 6/24/2020 |
| Contract Award Announcement | N/A | 6/30/2020 |
| Contract Negotiations & Execution | N/A | Begin 7/6/2020 |
| Contract Start | N/A | July 2020 |

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1.INTRODUCTION

A. Intent

The Collier County Sheriff's Office ("CCSO") is requesting proposals from experienced and qualified Vendors for the engine overhaul of a Rolls Royce T63-A-720 (250-C20C) for the 1800 hour service. The parts and labor proposed and all aftermarket equipment shall be new, unused, and the current model year unless specifically approved by the CCSO Aviation Director of Maintenance.

An award will be based on Proposer's response to this REQUEST FOR PROPOSAL (RFP). The proposed solution shall perform in accordance with the specifications and it must be in compliance and meet all local, state and Federal laws, guidelines, standards, and regulations.

B. RFP Schedule of Events

Important Note: The table below lists the activities relevant to this solicitation process. CCSO reserves the right to change the dates and it is the responsibility of the Proposers to check the CCSO website periodically to review the RFP schedule for changes. If changes do occur, addenda/addendum shall be posted to the website.

| Event | Time | Date |
|---|----------------|-----------------------|
| RFP Released | N/A | 6/2/2020 |
| Legal Notice Ad – Published: Naples Daily News | N/A | 6/3/2020 6/10/2020 |
| Proposer's Questions Deadline | 4:00.00 PM EST | 6/12/2020 |
| Proposal Due | 4:00.00 PM EST | 6/23/2020 |
| Proposal Public Bid Opening | 9:00.00 AM EST | 6/24/2020 |
| Evaluators Begin | N/A | 6/24/2020 |
| Contract Award Announcement | N/A | 6/30/2020 |
| Contract Start | N/A | July 2020 |

Note: Schedule changes and/or amendments for this solicitation will be issued addenda/addendum and shall be posted to our website at:

www.colliersheriff.org , the "How do I" tab or at the link:

<http://www.colliersheriff.org/how-do-i-/purchasing-doing-business-with-ccso>

as well as this link: <https://colliersheriff.bonfirehub.com/opportunities/27298>

C. Contact Information

Please use the provided CCSO Procurement Bureau contact information for all correspondence listed in this section.

All correspondence shall be directed to the CCSO Procurement Bureau:

- Brandy Hazel, CPPB, Contract Administrator
Fax: (239) 252-9095
Email: procurement@colliersheriff.org

NOTE: Proposers shall **not** communicate with any members of the CCSO during the solicitation process unless authorized by the Procurement Bureau. Proposers who **fail** to communicate through the Procurement Bureau and solicit or lobby information during this RFP process either directly or indirectly to CCSO members or other sources may result in proposal rejection and disqualification.

D. RFP Questions

All questions for this solicitation must be emailed to procurement@colliersheriff.org Telephoned or faxed questions shall **not** be accepted or considered. Proposers shall make reference to the question they are asking by providing the section number and title name, paragraph number (if applicable), and page number.

E. RFP Questions Deadline

The deadline to submit questions shall be June 12, 2020 by 4:00.00 P.M. EST.

F. Proposal Submission Due Date

1. Proposals shall be submitted to <https://colliersheriff.bonfirehub.com/opportunities/27298> by 4:00:00 P.M. EST on June 23, 2020.

2. Proposals received after the deadline shall **not** be considered and they will be returned unopened to the return address on the package. Proposers shall be solely responsible for the timely delivery of their proposal regardless of the delivery method used.

G. Public Bid Opening

The Public Bid Opening shall be at the Collier County Sheriff's Office, Procurement Bureau, at 2885 County Barn Road, Naples, FL 34112 on June 24, 2020 at 9:00 A.M. EST to reveal the Proposers whom submitted proposals by the advertised deadline. The proposals will be evaluated by an independent review and scoring. In the abundance of caution, if attending the Public Bid Opening, please be sure to bring a mask.

H. Proposal Submission Format

1. Any Proposer failing to respond in the following manner may be declared non- responsive:

Proposer shall provide a register as a Vendor at the following link: <https://colliersheriff.bonfirehub.com/portal/?tab=login> proposal, computer generated, in English, clearly responding to all specifications, requirements, criteria and questions outlined in the RFP and detail any exception from this request at the following bid website:

<https://colliersheriff.bonfirehub.com/opportunities/27298>

2. Proposers must submit proposals electronically via <https://colliersheriff.bonfirehub.com/opportunities/27298> in the following format. It is mandatory that all proposals be presented in the following format. Failure to do so may result in the proposal being declared non-responsive.

Transmittal Letter

1. Proposer must draft a letter to the CCSO Procurement Bureau to include the following:

a. Date of letter

b. Return address of letter shall include the organization name and address of Proposer.

c. Below return address, CCSO's address:

Collier County Sheriff's Office

Procurement Bureau

2885 County Barn Road

Naples, FL 34112

d. In the body of the letter shall be a statement that the proposal is indeed in response to this solicitation for "RFP #20.001 Rolls Royce Engine T63-A-720 (250-C20C) 1800 Hour Engine Overhaul." All proposals submitted shall state this is an irrevocable offer by the Proposer for 120 business days from the date of submission.

e. A closing statement from the person who has the authority level and is authorized to commit the organization to the entire proposal and all associated costs. It must include the person's typed name and title with the original "ink" signature at the letter bottom. Proposals not signed by an authorized officer of the Proposer's organization will be eliminated.

f. Point of contacts names, titles, telephone numbers, and email addresses

1. Cost proposal

2. Contractual

3. Specifications

Qualifications and Project Experience

1. Proposer shall draft a document and submit professional qualifications of the individual(s) that will be assigned to the project.
2. You must also include the organization's relevant project experience and background information, logistical capabilities, and other pertinent supporting data.

Cost Proposal

Proposing organization shall include an itemized breakdown detailing all the costs associated with this project. To include all permits, insurance, equipment, plant facilities, work and expenses that are necessary to perform the work in accordance with the specifications.

Specifications

Specifications form for RFP #20.001 Rolls Royce Engine T63-A-720 (250-C20C) 1800 Hour Engine Overhaul. Proposer shall review all specifications and mark if they comply (YES – agree) or non-comply (NO – do not agree and must provide an exception). A successful Test Run must be completed with the overhauled engine being attached to a fixture and run prior to delivery.

Exceptions to Specifications

1. Proposer shall comply or non-comply with the specifications. By complying Proposer's selecting "comply" Proposer agrees to the specification and there will be **NO** exceptions. If Proposer selects "non-comply" YES there will be exceptions.
2. Proposers taking exception to any part or section of this solicitation shall indicate such exceptions on a separate sheet entitled "EXCEPTIONS TO SPECIFICATIONS". A full explanation to an alternative must be provided outlining the benefit over the listed specification(s). Failure to indicate any exceptions shall be interpreted as the proposer's intention that they fully comply with the specifications as written.
3. CCSO reserves the right whether to accept the exception.

Certificate of Insurance Questionnaire

1. Include certificate of insurance coverage's or fill in questionnaire affirming that all coverage's and policies are in force or will be in force prior to contract commencement date. Certificate of Insurance shall have CCSO named as the "Additional Insured."
2. Certificate must be presented to CCSO three (3) days prior to contract commencement date.

Drug Free Workplace Policy or Certificate

Organization submitting a proposal shall be a drug-free workplace. The policy or certificate shall be included in proposal submission.

Unauthorized Alien

Notarized statement that the Proposer does not employ unauthorized aliens in accordance with Section 274A (e) of the Immigration Nationality Act (8 U.S.C. 1324a), as required in Section 3.0.1.G.

Equal Rights Act Statement

Certifying that the proposer is in accordance with the provisions of Title VII of the 1968 Equal Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, the Proposer does not discriminate on the basis of race, color, sex, religion, national origin or disability in its employment practices.

Reference

Must provide three (3) public safety agencies references confirming Proposer's proven ability providing similar services as requested in this solicitation.

Public Entity Crime Form

Sworn statement Pursuant to Section 287.133(3)(a)F.S. on Entity Crimes

Addendum (if applicable)

1. Any changes to the schedule of events or the solicitation shall be posted to the CCSO website and at <https://colliersheriff.bonfirehub.com/opportunities/27298> in an Addenda/Addendum. It shall be the Proposer's responsibility to check the CCSO website periodically and prior to proposal submission.
2. Any addenda/addendum posted to the website must be printed, acknowledged and included in the Proposer's proposal placed at the following link: <https://colliersheriff.bonfirehub.com/opportunities/27298> along with the Vendor's proposal.

2. EVALUATION

A. Proposals shall be tabulated, evaluated, and scored for completeness of the Proposer's capabilities to meet and/or exceed the requirements in the solicitation.

B. All proposal(s) shall be scored and an award made to the Proposer with the following:

1. Responsive proposal
2. Responsible Proposer
3. Best interest of the CCSO. The Sheriff reserves the right to procure the product and/or services describe herein.

C. CCSO reserves the right to negotiate further terms and conditions, including price, with the highest ranked proposer at the end of the evaluation process. If CCSO is unable to reach a mutually beneficial agreement with the first selected proposer, CCSO reserves the right to enter into negotiations with the next highest ranked proposer and continue the process until an agreement is reached.

Note: Proposers are cautioned to provide their best offer initially. Prior to negotiations with the highest ranked proposer, proposers providing additional information requested by CCSO shall not submit in their response any information that will alter or change the terms and conditions of their original proposal.

D. Tie Proposals

1. Contract award for bids received that have the same exact costs, quality, and service will be awarded to a local responsible Proposer whose proposal is responsive. Local Proposer is defined as business offices that are located in Southwest Florida Counties: 1. Collier, 2. Lee, 3. Hendry, 4. Charlotte, 5. Glades.

2. If there is a tie proposal amongst local Proposers, the Central Services Division Director or his designee will determine which bid will be awarded based upon the best interests of the CCSO.

E. Evaluation Process

1. Proposal will be publicly opened. The bid results will not be revealed at the bid opening, only the Proposer's organization that submitted a proposal will be revealed.

2. Proposals shall be initially reviewed to determine that they are responsive and are a responsible Proposer, and that they comply with the

solicitation submission format and qualifications. Failure to meet the initial review requirements may cause the proposal to be rejected and eliminated for further evaluation.

3. During the evaluation process CCSO may request from the Proposer's representative to answer questions regarding their proposal for clarification.

4. CCSO reserves the right to award to multiple bidders if deemed necessary to ensure it is in best interest of CCSO.

3. PROPOSER QUALIFICATIONS & DISQUALIFICATIONS

A. Qualifications:

1. The Proposer shall be a reputable, Qualified FAA Part 145 Certified Repair Station or Allison Authorized Maintenance Center, firm that is fully experienced and has the financial resources to deliver the Rolls Royce Engine T63-A-720 (250-C20C) 1800 Hour Engine Overhaul in complete working order in compliance with any and all Federal Aviation Administration (FAA) Regulations and Airworthiness Directives (ADs).

2. In addition, a document depicting the organization's relevant project experience, similar in nature to the RFP, logistical capabilities and other pertinent supporting data.

3. The Proposer must be responsible and submit a fully responsive proposal.

4. The Proposer must provide references with the organization names, addresses, telephone numbers and contact names of three (3) public safety agencies where similar procurement & services were successfully provided.

5. If the Proposer is an organization, it must maintain a drug-free workplace policy or certificate, and said document must include pre-employment and random drug screening of all employees. The Proposer shall certify at the time of submission of their proposal that such a program is in place and functioning. The Collier County Sheriff's Office reserves the right to periodically request, during the term of the contract, proof that the drug-free workplace is being conscientiously applied.

6. In accordance with Section 287.133(3)(a), Florida Statutes, the Proposer must complete the attached notarized statement pursuant to Section 287.133(3)(a), Florida Statutes, On Public Entity Crimes concerning convictions of the proposer for public entity crimes and return it with their proposal.

7. Proposer must not employ unauthorized aliens in accordance with the provisions of Section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324a).

8. 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 Proposer in its employment practices shall not discriminate on the basis of race, color, sex, religion, age, national origin or disability.

9. Performance Qualifications - The CCSO reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by the Proposer meet the Contract requirements. The Proposer shall at all times during the Contract term remain responsive and responsible. In determining the Proposer's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Proposer's capability to fully satisfy the requirements of the solicitation and the contract.

B. Disqualifications:

1. Any of the following reasons may be considered as sufficient cause for disqualification of a Proposer and the rejection of his/her proposal or proposals:

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 Proposer has a financial interest in the firm of another Proposer for the provision of the same services.

c. Evidence of collusion among proposers. Participants in such collusion shall receive no recognition as proposers for the provision of any services until such participant has been reinstated as a qualified proposer or a period of five years whichever is greater.

d. Default under a previous contract for the provision of services or products to CCSO.

2. Failure of the Proposer to disclose at the time of submission of his/her 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 organization.
3. Proposer has been debarred or suspended from participation in the State of Florida's term contract program or SPURS System.
4. Employment of unauthorized aliens in violation of Section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324a).
5. Evidence that the Proposer discriminates in its employment practices in violation of Title VII of the 1968 Civil Rights Act as amended by the Equal Opportunity Employment Act of 1972 and Executive Order 11914.
6. Failure of the Proposer to respond as outlined in Proposal Submission Response and Specifications may disqualify them from the evaluation process and deem the proposal non-responsive.
7. Convicted Vendors – A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
 - Submitting a bid on a contract to provide any goods or services to a public entity
 - Submitting a bid on a contract with a public entity for the construction or repair of a public building or public work
 - Submitting bids on leases of real property to a public entity
 - Being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
 - Transacting business with any public entity in excess of the Category Tow threshold amount (\$25,000) provided in Section 287.017 of the Florida Statutes.

4. CONTRACT AWARD

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

B. The award shall be made to the Proposer who is both responsive and responsible and whose proposal demonstrates the best capability to fulfill the requirements as specified in this solicitation. The selection process may require 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 solicitation.

D. The determination or 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 solicitation, shall be at the sole discretion of the Sheriff.

E. If a sealed proposal contains information that a Proposer 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".

F. All information contained in the proposal shall remain confidential throughout the duration of the evaluation process. However, in accordance with Chapter 119, Florida Statutes and other pertinent laws of the State of Florida, once an award is made to a successful proposer, all information, in all received proposals shall be available for public review.

G. Proposers shall provide any and all statements in their sealed proposals that they desire to be included in a final contract. Any exceptions to any terms and conditions may be made and shall be subject to negotiation. However, the inability to contractually guarantee any statement or specification may result in future elimination.

H. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 252-0630, PATTI.ANDERSON@COLLIERSHERIFF.ORG, OR COLLIER COUNTY SHERIFF'S OFFICE, CENTRAL

**RECORDS BUREAU, 3319 TAMiami TRAIL EAST, NAPLES,
FL 34112.**

5. PROTEST

A. Protest of an award must be filed 3 business days from the date of the award announcement notification by 5:00:00 P.M. EST. Protest shall be filed with the Collier County Sheriff's Office, Central Services Division Director, Sean Williams, and the following shall be included:

- Name, address, and telephone number of protester
- Solicitation number of RFP 20.001
- A detailed statement enumerating sections of the proposal and/or the evaluation process that the protestor considers being flawed or unfair.
- Protestor or its representative's original signature

B. Protest review and action shall be considered final with no further formalities being considered.

C. Proposer's failure to follow the bid protest guidelines and timeline of 3 business days shall constitute a waiver of the Proposer's right to protest and any resultant claim.

6. TERMS AND CONDITIONS

A. Definitions: For the purpose of this article only, the following terms have the meaning indicated.

1. Request for Proposal (RFP). A solicited document issued requesting proposals from potential vendors for goods and/or services whereas the negotiation of all terms, including price prior to contract award. May include a provision for Best and Final Offers. May be a single step or multi-step process.

2. Responsive – Proposer who submitted a proposal that conforms in all material respects to the RFP.

3. Responsible – A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must

be able to fully document the ability to provide good faith performance.

4. Informality – a minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid or the Request of Proposal.

5. CCSO - Collier County Sheriff's Office, its correctional facilities, its divisions, substations, agencies, officials, officers and employees.

6. Proposer means contractor, vendor, and its officers, agents, representatives, and employees.

7. Successful Proposer means contractor or vendor awarded the contract.

8. Addendum – written clarification or revision to this RFP issued by the Procurement Bureau of the Collier County Sheriff's Office.

9. Amendment – An alteration or modification of the terms of a contract between the CCSO and the Contractor(s). An amendment is not effective until it is signed by the Central Services Division Director, Sean Williams.

10. Evaluation Committee – A committee established to review and evaluate proposals submitted in response to this RFP and to recommend a contract award to the Sheriff.

11. May – Denotes that which is permissible, not mandatory

12. Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a proposal as materially non-responsive.

13. Should – Denotes that which is recommended, not mandatory.

14. State – State of Florida

15. ADs – Airworthiness Directives

16. FAA – Federal Aviation Administration. All products & services are governed by the FAA and FARs. Information on referenced FARs may be found at:

17. FAR – Federal Aviation Regulations

B. Liabilities

1. **Indemnification of RFP:** Successful Proposer shall indemnify the CCSO against liability for any suits, actions, or claims of any character arising from or relating to the Successful Proposer's performance under the awarded contract.

a. The CCSO has no obligation to provide legal counsel or legal defense to the Successful Proposer 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 Successful Proposer as a result of or relating to the Successful Proposer's obligations under the awarded contract.

b. The CCSO has no obligation for the payment of any judgment or the settlement of any claims made against the Successful Proposer as a result of or relating to the Successful Proposer's obligations under the awarded contract.

c. The Successful Proposer shall give immediate notice to the Sheriff or his designated representative of any claim or suit made or filed against the Successful Proposer or any matter pertaining to the awarded contract.

d. The Successful Proposer shall 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 Successful Proposer's obligations under the awarded contract.

e. The Successful Proposer shall indemnify, defend, and hold harmless the CCSO and its members/employees against any cost, damage or expense which may be incurred or caused by any error in the Proposer's preparation of its bid.

2. **OSHA Compliance:** The Successful Proposer 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/tagout procedures, material safety data sheets and labeling as required by the Right to Know Standards, 29 CFR 1910.1200.

3. Independent Contractor: The CCSO shall expressly acknowledge that the Successful Proposer 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 Successful Proposer performs their obligations under their Agreement.

4. Personnel: The Successful Proposer certifies that it has, or shall secure at its own expense, all personnel required in performing the services under the awarded contract. Such personnel shall not be employees or have any contractual relationship with CCSO.

a. All of the services required hereunder shall be performed by the Successful Proposer or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services.

5. Litigation Costs: All of the Successful Proposer's litigation costs including reasonable attorney fees, arising from disputes under the awarded contract shall be paid by the Successful Proposer.

6. Confidentiality of Information: The Successful Proposer shall agree that all CCSO files, records and electronic communications pertaining to the Successful Proposer's obligations under the awarded contract, are the exclusive property of CCSO and all information contained therein is confidential and is not to be discussed, copied, published or disseminated to any individual or organization outside of CCSO without the written approval of CCSO.

7. Venue: The CCSO and the Successful Proposer shall agree that the awarded contract shall be a Florida contract to be performed in Florida, and further that any litigation arising thereunder shall be brought and completed in Collier County, Florida and other pertinent Florida courts, and further that neither party shall 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.

8. **Assignment:** Neither the awarded contract nor any of the Successful Proposer's obligations hereunder shall be transferred by the Successful Proposer in whole or part without the expressed written permission of CCSO.

9. **Disclaimer:** Due care and diligence has been exercised in the preparation of this REQUEST FOR PROPOSAL, and all information contained herein is believed to be substantially correct. Neither the CCSO nor its representatives shall be responsible for any error or omission in this request, nor for the failure on the part of the proposer to determine the full extent of the exposure.

10. **Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the CCSO places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the CCSO of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. **Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the CCSO shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a CCSO rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the

Contractor, and the CCSO shall have the right to dispose of it as its own property. Contractor shall reimburse the CCSO for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

13. **Taxes.** CCSO does not pay Federal excise or sales taxes on direct purchases of tangible personal property. CCSO will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the CCSO in the special contract conditions section of the solicitation or in the Contract or purchase order.

14. **Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless CCSO, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of CCSO.

Further, the Contractor shall fully indemnify, defend, and hold harmless CCSO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the CCSO's misuse or modification of Contractor's products or the CCSO's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the CCSO the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the CCSO the right to continue using the product, the Contractor shall remove the product and refund the CCSO the amounts paid in excess of a reasonable rental for past use. The CCSO shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon CCSO giving

the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

The Contractor shall not be liable for any cost, expense, or compromise incurred or made by CCSO in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

C. Insurance

1. The Successful Proposer shall provide a certificate of insurance indicating that the following insurance requirements are in force at the time of contract start date:

a. Workers Compensation: Statutory benefits with minimum employer's liability of \$100,000 each accident.

b. General Liability: The Successful Proposer shall warrant that it and all of its employees shall have general liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate annually naming the CCSO as additionally insured.

c. Automobile Liability: Liability insurance covering all owned and hired vehicles used in connection with the Successful Proposer's obligations under the awarded contract, of not less than \$500,000 combined single limit per occurrence.

2. The Successful Proposer shall be solely responsible for the payment for required coverages and the payment of any deductibles required by said policies.

3. Any cancellation, reduction in value or lapse of insurance coverage shall be considered a material breach of the awarded contract.

4. The Successful Proposer shall be responsible in providing valid certificates of insurance with the requirements outlined above to CCSO throughout the duration of the contract term.

7. ADJUSTMENTS/MODIFICATIONS/AMENDMENTS

A. Should the CCSO and the Successful Proposer mutually agree to a change in the scope of the program during the contract term, a mutually agreed to price adjustment shall 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 Successful Proposer and the CCSO.

C. The Successful Proposer shall give full attention to the faithful execution of the contract, shall keep the contract under his 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. Should laws change requiring additional services or significant changes in costs, the Successful Proposer and the CCSO shall negotiate an equitable price adjustment.

E. During the term of the awarded contract, the Successful Proposer shall furnish all of the services specified in the REQUEST FOR PROPOSAL.

F. The Successful Proposer understands and agrees that the awarded contract is a requirements contract and the CCSO shall have no responsibility or obligation to the Successful Proposer in providing contractor's services.

G. All notices and requests by the CCSO or the Successful Proposer shall be in writing and shall be delivered by certified mail, return receipt requested, 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.

8. SPECIFICATIONS

Overview & Background:

It is in the intent of the CCSO to seek proposals from Qualified FAA Part 145 Certified Repair Station or Allison Authorized Maintenance Center to establish an agreement for a Rolls Royce Engine T63-A-720 (250-C20C) 1800 hour Engine Overhaul.

1. All labor, materials, equipment and delivery costs to provide an 1800 hour overhaul per T63-A-720 (250C-20C) series engine per manufacturer requirements to the following:
 - Compressor Assembly P/N 6890570 with new Impeller Wheel P/N 23079638.
 - Turbine Assembly P/N 23038244 with enhanced turbine wheel kit per CEB1365
 - Gearbox P/N 6879863 is on condition.
2. Labor to include receiving inspection, disassembly, cleaning, NDT, MPI, dimensional inspection, reassembly, test cell run for performance and preservation for shipment.
3. Upon completed inspection, a parts list will be provided of all parts needed, OEM or PMA. CCSO will have the right to provide customer furnished parts OEM or PMA as needed, all parts rejected or not meeting inspection criteria will be identified and returned to the CCSO.
4. All part numbers and serial numbers of parts being reassembled will traceable back to engine serial number.
5. Engine components requiring rework will be reworked, the following accessories/components will be overhauled to the latest modification and/or part numbered as required.
 - Fuel pump
 - Fuel Control
 - Fuel Nozzle
 - Governor
 - Bleed Valve
 - Double Check Valve
 - New Exciter Box

6. All Airworthiness Directives will be complied with. Service Bulletins, Service Instructions and any other Service Documents will be performed/discussed as needed.
7. A full engine test will be performed to meet minimum requirements, and to include all shipping charges.
8. A warranty policy for new engine overhaul period, calendar time and hours will be required.
9. Any and all repaired parts and all aftermarket equipment shall be new, unused, and the current model year.
10. CCSO shall be notified upon completion of the engine overhaul. CCSO Aviation Chief Pilot and/or his designee may travel to build location to inspect and sign off and approve of the engine overhaul.
11. Exceptions may be considered for factory options; however, CCSO reserves the right to accept or reject them.
12. Proposer shall include project manager(s) on cost proposal and must include all contact information: Vendor name, address, employee's contact information.
13. All manufacturer warranty periods for the engine and after-market equipment services shall be provided to CCSO on the cost proposal in year format.
14. All engine and equipment manuals shall be provided to CCSO at delivery.
15. Cost proposal must be typed and fully completed and totaled to reflect complete costs for the delivery of a Rolls Royce Engine T63-A-720 (250-C20C) 1800 hour Engine Overhaul.
16. No additional fees or costs shall be added without prior consent from CCSO Central Services Division Director. If additions are required an addendum will be issued to reflect the solicitation change.
17. Contractor shall be required to complete all work to be performed to the satisfaction of the CCSO and Aviation Chief Pilot in strict accordance with the specifications.

18. Contractor shall attest that they possess all qualifications and required permits and licenses in accordance with the specifications being requested.
19. Engine & equipment installation warranties shall not start until the engine has been delivered to CCSO.
20. Shipping costs from the CCSO to the Proposer and then from the Proposer back to the CCSO should be incorporated into the proposal

9. CONTRACT TERMINATION

1. Unless otherwise mutually agreed by both parties, the awarded contract shall be terminated on September 30, 2016.

2. **Termination for Cause:** The CCSO may terminate the awarded contract at any time that the Successful Proposer fails to carry out its provisions or to make substantial progress under the terms specified in the contract.

a. The CCSO shall provide the Successful Proposer with (15) business days' notice of conditions endangering performance. If after such notice the Successful Proposer fails to remedy the condition contained in the notice, the CCSO shall issue an order to stop work immediately.

b. The CCSO shall be obligated to reimburse the Successful Proposer only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.

3. **Termination by Mutual Agreement:** With the mutual agreement of both parties upon receipt and acceptance of not less than (15) business 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.

4. **Termination for Special Situations:** Either party may terminate the awarded contract immediately following (15) business days' written notification to the other documenting the occurrence of any of the following:

a. 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.

b. The Successful Proposer 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.

c. Insolvency, bankruptcy or receivership of the Successful Proposer.

5. Suspension of Work. The CCSO may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of CCSO to do so. The CCSO shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the CCSO shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

6. Termination for Convenience. The CCSO, by written notice to the Contractor, may terminate the Contract in whole or in part when the CCSO determines in its sole discretion that it is in CCSO's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

7. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the CCSO in writing of the delay or potential delay

and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the CCSO. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the CCSO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the CCSO determines, in its sole discretion, that the delay will significantly impair the value of the Contract to CCSO, in which case the CCSO may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

8. Antitrust Assignment. The Contractor and CCSO recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the CCSO. Therefore, the contractor hereby assigns to the CCSO any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

9. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

10. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on

any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

10. CONTRACT TERM

1. The awarded contract shall begin in July, 2020 and end on September 30, 2020. The contract may be extended for four (4) years depending on the needs of the CCSO.
2. An extension may be granted at the discretion of CCSO.

11. INVOICES

1. One (1) invoice shall be submitted upon completion and depict the following:
 - CCSO Purchase Order Number (PO).
 - Payment terms of NET 30 Days from engine delivery/acceptance date.
 - Full details depicting all related costs:
parts/equipment/labor/shipping to the Contractor and return shipping to the Collier County Sheriff's Office.
2. Invoices shall be addressed to:
Collier County Sheriff's Office OR Email:
accountspayable@colliersheriff.org
Attn: Accounts Payable
3319 Tamiami Trail East
Naples, FL 34112
3. All other Performance Documents shall be addressed to:
Collier County Sheriff's Office
Attn: Mike Marsh, Sr. Aircraft Mechanic
250 Patriot Way
Naples, FL 34104

12. PROHIBITION OF GIFTS TO CCSO EMPLOYEES

1. 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.

13. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

CCSO encourages and agrees that the Successful Proposer extend pricing and terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the Successful Proposer.