



Collier County Sheriff's Office

Procurement Bureau

Website: [www.colliersheriff.org](http://www.colliersheriff.org)

RFQ# 23.001

## Promotional Testing Services

Release Date: February 6, 2023

CONTACT: Buyer, Mika Taylor

Chat Feature within Bonfire is the only acceptable means of communication. See: <https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities>

### PROPOSAL DUE DATE, TIME AND DELIVERY LOCATION:

- February 20, 2023 by 4:00:00 PM EST  
<https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities>

| Event                          | Time           | Date              |
|--------------------------------|----------------|-------------------|
| RFQ Released                   | 8:30:00 AM EST | February 6, 2023  |
| Bidder's Questions Deadline    | 5:00:00 PM EST | February 10, 2023 |
| Questions Answered via Bonfire | N/A            | February 15, 2023 |
| Proposal Due                   | 4:00:00 PM EST | February 20, 2023 |
| Bid Opening                    | 4:01:00 PM EST | February 20, 2023 |
| Evaluations Begin              | N/A            | February 21, 2023 |
| Contract Award Announcement    | N/A            | February 22, 2023 |
| Contract Negotiations          | N/A            | TBD               |
| Contract Start                 | N/A            | TBD               |

## Table of Contents

|   |           |
|---|-----------|
| <u>INTRODUCTION .....</u>                                 | <u>3</u>  |
| <u>SELECTION CRITERIA .....</u>                           | <u>3</u>  |
| <u>ANTICIPATED SCOPE OF WORK.....</u>                     | <u>3</u>  |
| <u>SUBMITTIAL REQUIREMENTS.....</u>                       | <u>4</u>  |
| GENERAL INFORMATION .....                                 | 4         |
| REFERENCES .....  | 5         |
| COST PROPOSAL .....                                       | 5         |
| <u>RFQ SCHEDULE OF EVENTS .....</u>                       | <u>5</u>  |
| <u>PROPOSAL SUBMISSIONS.....</u>                          | <u>5</u>  |
| <u>CONTACT INFORMATION .....</u>                          | <u>5</u>  |
| <u>RFQ QUESTIONS .....</u>                                | <u>6</u>  |
| <u>BID OPENING .....</u>                                  | <u>6</u>  |
| <u>ADDENDUM (IF APPLICABLE) .....</u>                     | <u>6</u>  |
| <u>EVALUATION.....</u>                                    | <u>6</u>  |
| <u>CONTRACT AWARD .....</u>                               | <u>8</u>  |
| <u>PROTEST .....</u>                                      | <u>9</u>  |
| <u>TERMS AND CONDITIONS .....</u>                         | <u>9</u>  |
| DEFINITIONS.....  | 9         |
| LIABILITIES .....   | 10        |
| INSURANCE .....   | 13        |
| <u>CONTRACT TERMINATION .....</u>                         | <u>14</u> |
| <u>CONTRACT TERM.....</u>                                 | <u>16</u> |
| <u>INVOICES.....</u>                                      | <u>16</u> |
| <u>PROHIBITION OF GIFTS TO CCSO EMPLOYEE.....</u>         | <u>16</u> |
| <u>OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.....</u> | <u>17</u> |

## INTRODUCTION

The Collier County Sheriff's Office ("CCSO") is issuing a Request for Quotation from qualified Vendors to perform Promotional Testing Services. These services will be designed to professionally assess a candidate's competency to perform in the position for which the candidate is being tested.

An award will be based on Proposer's response to this Request for Quotation (RFQ). The selected Proposer shall perform in accordance with the Anticipated Scope of Work and must be in compliance and meet all local, state and Federal laws, guidelines, standards, and regulations.

## SELECTION CRITERIA

The Proposer will be chosen through a quote-based selection process. Proposers interested in providing services must submit a Request of Quotation.

The Procurement Bureau will evaluate the responses and determine the lowest bidder meeting CCSO requirements.

Each RFQ must address all of the elements described in the Anticipated Scope of Work, and must conform to the organization and formats that are described.

## ANTICIPATED SCOPE OF WORK

### A. Written Examination

Proposer will review a job task analysis or job description to ensure compatibility between job requirements and testing dimensions.

Proposer will develop a written examination. The amount of questions on the exam will be left up to the discretion of the Proposer.

Proposer will document the source of each question asked on the examination.

Proposer will provide the completed written exam to the Training Manger for review before release. At this time, the Training Manager will be able to request questions be removed or replaced that aren't in the best interest of CCSO.

Proposer shall proctor all written exams.

Proposer shall score all written exams.

Proposer shall report final written exam scores no later than 5-business days.

Prosper shall store test and tests results for at least a three-year period.

#### B. Scenario-Based Assessment

Proposer will review a job task analysis or job description to ensure compatibility between job requirements and testing dimensions.

Proposer will develop assessment activities.

Proposer will facilitate a candidate orientation for participating employees.

Proposer will hire and train all role players.

Proposer will be responsible for catering lunch for assessors and refreshments for candidates.

Proposer shall report final scenario-based assessment scores no later than 5-business days.

Prosper shall store assessment notes and assessment results for at least a three-year period.

#### C. Responsibilities of CCSO

Proposer shall provide an outline of all details CCSO is responsible for such as, but not limited to, materials, supplies and facilities.

### **SUBMITTAL REQUIREMENTS**

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

Proposer shall register as a Vendor at the following link:

<https://colliersheriff.bonfirehub.com/portal/?tab=login>

2. Proposers must submit proposals electronically via

<https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities> 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.

3. In order to review candidates within the stated periods, the RFQ should follow the following format:

Cover letter

Table of Contents

A. General Information

1. Certificate of Insurance Questionnaire
2. Drug Free Workplace Policy or Certificate
3. Unauthorized Alien
4. Equal Rights Act Statement

5. Public Entity Crime Form
  6. Local Preference
  7. Exceptions to the Scope of Work
  8. W9
- B. References
1. Must provide three (3) completed Reference Questionnaires confirming Proposer's proven ability providing similar services as requested in this solicitation.
- C. Cost Proposal
1. Promotional test cost for Law Enforcement
  2. Promotional test cost for Corrections
  3. Promotional test cost for Communications

## RFQ Schedule of Events

The table on the cover page 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 websites below periodically to review the RFQ schedule for changes. If changes do occur, an addenda/addendum shall be posted to the website.

**Note:** Schedule changes and/or amendments for this solicitation will be issued an addenda/addendum and shall be posted to our website at: [www.colliersheriff.org](http://www.colliersheriff.org) , the "How do I" tab or at the link: <https://www.colliersheriff.org/how-do-i/procurement-office-doing-business-with-ccso> as well as this link: <https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities>

## PROPOSAL SUBMISSIONS

1. Proposals shall be submitted to <https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities>
2. Proposals received after the deadline shall **not** be considered. Proposers shall be solely responsible for the timely delivery of their proposal

## 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:**

Mika Taylor, Buyer

Please use the chat feature within the Bonfire website:

<https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities>

**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 RFQ process either directly or indirectly to CCSO members or other sources may result in proposal rejection and disqualification.

## **RFQ QUESTIONS**

All questions for this solicitation must be submitted to <https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities>. Telephoned, faxed, or emailed 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.

## **BID OPENING**

The electronic Bid Opening shall be at the Collier County Sheriff's Office, Procurement Bureau, located at 2885 County Barn Road, Naples, FL 34112 to reveal the Proposers whom submitted proposals by the advertised deadline. The proposals will be evaluated by an independent review and scoring.

## **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/portal/?tab=openOpportunities> 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/portal/?tab=openOpportunities> along with the Vendor's proposal.

## **EVALUATION**

- A. Proposals shall be evaluated to determine the lowest bidder meeting CCSO requirements.
- 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 described herein.
- C. CCSO reserves the right to negotiate further terms and conditions, including price and markup rates, with the highest scored 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 scored 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 scored 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.
2. If there is a tie proposal amongst local Proposers, the Central Services Division Director or thier designee will determine which bid will be awarded based upon the best interests of the CCSO.

#### **E. Local Proposer**

1. 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. Proposer must provide a business tax receipt as a proof of approval from the county that a nominal fee has been paid to start a business.

#### **F. Evaluation Process**

1. Proposals 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 Proposers if deemed necessary to ensure it is in the best interest of CCSO.

## **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 QUOTATION process; or waive any irregularities in this REQUEST FOR QUOTATION or in the proposal(s) received as a result of this solicitation.

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

E. If a sealed proposal contains information that a Proposer does not wish be 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, [RECORDS@COLLIERSHERIFF.ORG](mailto:RECORDS@COLLIERSHERIFF.ORG), OR COLLIER COUNTY SHERIFF'S OFFICE, CENTRAL RECORDS BUREAU, 3319 TAMIAMI TRAIL EAST, NAPLES, FL 34112.**



## PROTEST

A. Protest of an award must be filed within 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 RFQ 23.001 – Promotional Testing Services
- 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.

## TERMS AND CONDITIONS

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

1. Request for Quotation (RFQ). A request is sent to suppliers along with a description of the commodity or services needed and the supplier is asked to respond with price and other information by a pre-determined date. Evaluations and recommendation for award should be based on the quotation that best meets price, quality, delivery, service, past performance and reliability.

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

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 RFQ 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 Sheriff of the Collier County Sheriff's Office or his/her designee.

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

11. 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.

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

13. State – State of Florida

#### B. Liabilities

1. **Indemnification of RFQ:** 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 QUALIFICATIONS, 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 the 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(s) 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.

**15. Liquidated Damages:** The Successful Proposer shall agree to liquidated damage recovery in the event of failure to perform in accordance with the awarded contract resulting from this request. Should the Successful Proposer default and fail to cure said default within fifteen (15) calendar days, CCSO may procure the necessary supplies through external sources and hold the Successful Proposer financially responsible for any excess costs incurred. The variance between the bid price of the product and actual price paid for each circumstance shall be deducted from the funds owed to the Successful Proposer. Recurrence of failure to perform shall result in the cancellation of the awarded contract and removal of the Successful Proposer from the qualified Proposer's list for a period of three (3) years.

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.

## **CONTRACT TERMINATION**

1. Unless otherwise mutually agreed by both parties, the awarded contract shall be terminated on September 30, 2023.

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.

## **CONTRACT TERM**

1. The awarded contract shall begin in March 2023 and end on September 30, 2023.

## **INVOICES**

1. Invoices shall be submitted upon completion and depict the following:

- CCSO Purchase Order Number (PO).
- Payment terms of NET 30 Days.
- Full details depicting all related costs.

2. Invoices shall be addressed to:

Collier County Sheriff's Office OR Email: [accountspayable@colliersheriff.org](mailto: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: Training Bureau  
615 3rd Ave S.  
Naples, FL 34102

## **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, RFQ, and/or quotes;
- c. Immediate termination of any contract held by the individual and/or firm for cause.

### **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.