

Request for Proposal 23417

Title **Financial Advisory Services**
Close Date **26-JUL-2022 14:00:00**
Time Zone **Eastern Time**

Open Date **24-JUN-2022 11:24:31**

Please submit your response to:

Company	HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS
Buyer	McGregor, Connie
Location	BOCCOU
	601 E Kennedy Blvd
	Tampa, FL
	United States
Phone	813-277-1638
Fax	
Email	McGregorC@hillsboroughcounty.org

When submitting your response, please include the following information.

Your Company Name	PUBLIC RESOURCES ADVISORY GROUP INC
Address	
Contact Details	

Table of Contents

1 Header Information.....	3
1.1 General Information.....	3
1.2 Terms.....	3
1.3 Requirements.....	3
1.4 Attachments.....	12
2 Price Schedule.....	13
2.1 Line Information.....	13
2.2 Line Details.....	13
2.2.1 Line 1.....	13
2.2.2 Line 2.....	13
2.2.3 Line 3.....	13
2.2.4 Line 4.....	13

1 Header Information**1.1 General Information**

Title **Financial Advisory Services**
 Open Date **24-JUN-2022 11:24:31**
 Close Date **26-JUL-2022 14:00:00**
 Time Zone **Eastern Time**
 Quote Style **Sealed**
 Event **Request for Proposal**

Buyer **McGregor, Connie**
 Email **McGregorC@hillsboroughcounty.org**
 Outcome **Contract Purchase Agreement**

1.2 Terms

Effective Start Date	Not Specified	Effective End Date	Not Specified
Ship-To Address	Multiple	Bill-To Address	CCC-County Finance-AP (Global)
	Multiple		PO BOX 1110
	Tampa, FL 33601		Tampa, FL 33601-1110
	United States		United States
Payment Terms	NET 30 DAYS	Carrier	Best Way
FOB	FOB - Destination	Freight Terms	Freight Included
Currency	USD (US Dollar)	Price Precision	Any
Total Agreement Amount (USD)	Not Specified		

1.3 Requirements

Affirmation
Name of person submitting the Proposal. Provide your answer below
Title of person submitting the Proposal. Provide your answer below
I represent that I am at least eighteen (18) years of age. Circle one from the response values below: Yes
I represent that the printing of my name and the submittal of a Proposal is intended to authenticate this writing and to have the same force and effect as my manual signature. Circle one from the response values below: Yes
I represent that I am either authorized to bind the Proposer, or that I am submitting the Proposal on behalf of and at the direction of the Proposer's representative authorized to contractually bind the Proposer. Circle one from the response values below:

Affirmation

Yes

I represent that the Proposer and/or its applicable representative(s) has reviewed the information contained in this Proposal and that the information submitted is accurate.

Circle one from the response values below:

Yes

At this present time, we understand all requirements and state that as a serious Proposer we will comply with all the stipulations included in this Solicitation Document. The above-named Proposer affirms and declares: That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into. That this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose, and is, in all respects, fair and without collusion or fraud. That the Proposer is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County. That no officer or employee or person whose salary is payable, in whole or in part, from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment, and Services and/or Work to which they relate; or in any portion of the profits thereof. That the Proposer has carefully examined the site where the Services and/or Work are to be performed and that, from the Proposer's own investigations, the Proposer is satisfied with the nature and location of the Project and/or Work to be performed; the character, quality and quantity of materials; the kind and extent of the equipment and other facilities needed for the performance of the Services and/or Work; the general and local conditions, all difficulties to be encountered; and all other items which may in any way affect the performance of the Services and/or Work. That the Proposer has not altered the original Solicitation Document in any way and further understands that any such alteration of the original Solicitation Document may result in rejection of the Proposer's Proposal. Proposer acknowledges and understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services that are One Million Dollars (\$1,000,000) or more, if such company is (i) engaged in business operations in Cuba or Syria, (ii) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (iii) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473). Proposer hereby certifies that Proposer (i) is not engaged in business operations in Cuba or Syria, (ii) is not on the Scrutinized Companies that Boycott Israel List, (iii) is not on the Scrutinized Companies with Activities in Sudan List, and (iv) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Proposer acknowledges and understands that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject Proposer to civil penalties, attorneys' fees and/or costs.

Circle one from the response values below:

Yes

In addition to the Proposer's affirmations set forth herein, Proposer affirms and declares that Proposer is in compliance with Florida Statutes, Section 448.095 which, in part, requires all Contractors and its Subcontractors to register with and use the United States Department of Homeland Security's E-Verify system for all newly hired employees, and requires Contractors to obtain affidavits from its Subcontractors stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Proposer acknowledges and understands that pursuant to Florida Statutes Section 448.095, the County is required to terminate the Contract if it has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1); whereupon, the Contractor will not be eligible for award of a public contract for at least one year from the date of such termination.

Circle one from the response values below:

Yes

General Requirements

Deviation(s): Any representation of deviation(s) may cause this Bid to be rejected by Hillsborough County. The following represents every deviation (itemized by number) to the foregoing Invitation to Bid upon which this Bid is based.

Type **Optional**

Provide your answer below

General Requirements

In the event an Agreement is executed upon the award of this Invitation to Bid to the Bidder, the County will provide Successful Bidder with a copy of the executed Agreement, if applicable. The County prefers to provide the document via electronic mail (e-mail). However, if Bidder wishes to receive an original hard copy of the executed Agreement, it can be mailed. Indicate the delivery method desired.

.....
 Circle one from the response values below:

Send electronic version

Send hard copy via U.S. Mail

Bidder will accept payment from the County by direct deposit through the ACH electronic payment solution. Note: If Bidder is already enrolled in the County's ACHsolution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.

.....
 Circle one from the response values below:

Yes

No

Pursuant to the SPECIAL TERMS AND CONDITIONS that allows the Contract to be available to all government agencies, departments, and municipalities, does the Bidder agree to make the contract and bid prices submitted available to all government agencies, departments, and municipalities? The Bidder's choice to make the contract available (or not) will NOT be considered in the award of the Bid.

.....
 Circle one from the response values below:

Yes

No

Schedule of Bidder's Qualifications/References 1

1. Project Name:

.....
 Provide your answer below

1. Contracted With:

.....
 Provide your answer below

1. Contact Person:

.....
 Provide your answer below

1. Address:

.....
 Provide your answer below

Schedule of Bidder's Qualifications/References 1

1. Telephone Number:

.....
Provide your answer below

1. Fax Number:

.....
Type **Optional**.....
Provide your answer below

1. E-mail Address:

.....
Provide your answer below

1. Project Description:

.....
Provide your answer below

1. Project Amount:

.....
Value Type **Numeric Value only**.....
Provide your answer below

1. Project Period From:

Schedule of Bidder's Qualifications/References 1

.....
 Value Type **Date Value only**

.....
 Provide your answer below

1. Project Period To:

.....
 Value Type **Date Value only**

.....
 Provide your answer below

1. Indicate your firm's status on this project.

.....
 Circle one from the response values below:

Prime Contractor

Subcontractor

Schedule of Bidder's Qualifications/References 2

2. Project Name:

.....
 Type **Optional**

.....
 Provide your answer below

2. Contracted With:

.....
 Type **Optional**

.....
 Provide your answer below

2. Contact Person:

.....
 Type **Optional**

.....
 Provide your answer below

Schedule of Bidder's Qualifications/References 2

2. Address:

.....
Type **Optional**
.....

Provide your answer below

2. Telephone Number:

.....
Type **Optional**
.....

Provide your answer below

2. Fax Number:

.....
Type **Optional**
.....

Provide your answer below

2. E-mail Address:

.....
Type **Optional**
.....

Provide your answer below

2. Project Description:

.....
Type **Optional**
.....

Provide your answer below

Schedule of Bidder's Qualifications/References 2

2. Project Amount:

Type **Optional**Value Type **Numeric Value only**

Provide your answer below

2. Project Period From:

Type **Optional**Value Type **Date Value only**

Provide your answer below

2. Project Period To:

Type **Optional**Value Type **Date Value only**

Provide your answer below

2. Indicate your firm's status on this project.

Type **Optional**

Circle one from the response values below:

Prime Contractor

Subcontractor

Schedule of Bidder's Qualifications/References 3

3. Project Name:

Type **Optional**

Schedule of Bidder's Qualifications/References 3

Provide your answer below

3. Contracted With:

.....
Type **Optional**
.....

Provide your answer below

3. Contact Person:

.....
Type **Optional**
.....

Provide your answer below

3. Address:

.....
Type **Optional**
.....

Provide your answer below

3. Telephone Number:

.....
Type **Optional**
.....

Provide your answer below

3. Fax Number:

.....
Type **Optional**
.....

Schedule of Bidder's Qualifications/References 3

Provide your answer below

3. E-mail Address:

Type **Optional**

Provide your answer below

3. Project Description:

Type **Optional**

Provide your answer below

3. Project Amount:

Type **Optional**Value Type **Numeric Value only**

Provide your answer below

3. Project Period From:

Type **Optional**Value Type **Date Value only**

Provide your answer below

3. Project Period To:

Schedule of Bidder's Qualifications/References 3Type **Optional**Value Type **Date Value only**

.....

Provide your answer below

3. Indicate your firm's status on this project.

.....

Type **Optional**

.....

Circle one from the response values below:

Prime Contractor

Subcontractor

Submission Checklist

The following items are uploaded and made part of this submission: Substitute W-9 Trade License(s), if required Equal Employment Opportunity Workforce Analysis Affirmative Action Policy Statement

.....

Circle one from the response values below:

Yes

1.4 Attachments

Name	Data Type	Description
Substitute W-9.pdf	File	
Insurance Certificate	File	
Drug Free Workplace Form.doc	File	
AA-EEO Documents Fillable (Template)	File	Complete upon County's request.
Agreement	File	

2 Price Schedule

2.1 Line Information

Display Rank As **No indicator displayed**
 Ranking **Price Only**
 Cost Factors **None**

Line	Item, Rev / Job	Target Quantity	Unit	Unit Price	Amount	Bid Minimum Release Amount
1 Managing or Executive Director		200	Hour (s)			
2 Senior or Executive Manager		200	Hour (s)			
3 Manager		125	Hour (s)			
4 Analyst or Associate		100	Hour (s)			

2.2 Line Details

2.2.1 Line 1 Managing or Executive Director

Category **958.39**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.2 Line 2 Senior or Executive Manager

Category **958.39**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.3 Line 3 Manager

Category **946.49**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.4 Line 4 Analyst or Associate

Category **946.48**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....	17
1. Specifications	17
1.1. Scope	17
1.2. Background	17
1.3. Minimum Qualifications	19
1.4. Minimum Requirements	19
1.5. Response Format	21
2. Special Terms and Conditions	23
2.1. Evaluation/Selection Process	23
2.2. Optional Provision for Other Agencies	25
2.3. Price Escalation/De-Escalation (CPI)	25
2.4. Purchase Order/Contract	25
2.5. Term Contract	25
2.5.1. Contract Period for Term Contract	25
2.5.2. Estimated Quantities	26
2.5.3. Hillsborough County Governmental Purchasing Council: Reference Laws of Florida 69-1112 and 69-1119	26
2.5.4. Ordering	27
2.5.5. Termination for Convenience	27
2.5.6. Unilateral Extension Period	27
3. Definitions	27
3.1. Definitions	27
3.2. Agreement	27
3.3. Amendment(s), Addendum, or Addenda	27
3.4. Bid(s), or Bidder's Bid	28
3.5. Bidder	28
3.6. Blanket Purchase Agreement (BPA)	28
3.7. Board of County Commissioners	28
3.8. Bond	28
3.9. Business Day(s)	28
3.10. Change Order	28
3.11. Close Date	28
3.12. Contract or Contract Documents	29
3.13. Contract Price	29
3.14. Contract Purchase Agreement (CPA)	29
3.15. Contract Time or Contract Period	29
3.16. Contractor	29
3.17. County	29
3.18. County Administrator	29
3.19. Day(s)	29
3.20. Designee	30
3.21. Earnest Money Deposit (EMD)	30
3.22. Minimum Specifications	30

3.23. Modification Agreement	30
3.24. Notice	30
3.25. Notice of Award	30
3.26. Notice to Proceed	30
3.27. Offer(s)	30
3.28. Offeror	31
3.29. Project	31
3.30. Project Manager	31
3.31. Proposal(s)	31
3.32. Proposer	31
3.33. Purchase Order	31
3.34. Quote(s)	31
3.35. Request for Proposal	31
3.36. Service(s)	32
3.37. Site(s)	32
3.38. Solicitation Document	32
3.39. Specifications	32
3.40. Subcontractor	32
3.41. Successful Bidder/Proposer	32
3.42. Surety	32
3.43. Unilateral Change Order	33
3.44. Work	33
4. Instructions	33
4.1. Bid Submissions	33
4.2. Affirmative Action Business Enterprise Policy	33
4.3. Award of Contract/Rejection of Proposals	34
4.4. Bid/Proposal/Quote Pricing	34
4.5. Bid/Proposal/Quote Results	34
4.6. Bidder/Proposer Request for Interpretation of Solicitation Document	34
4.7. Bidder/Proposer Responsible for Examining/Investigating Work Site(s)	34
4.8. Procurement Policy and Procedures and Hillsborough County Ordinance - Protest Process and Procedures	35
4.9. Bidder's/Proposer's Understanding of the Solicitation Document	35
4.10. Brand Names, Etc.	35
4.11. Cancellation of Solicitation Document	35
4.12. Compliance With Occupational Safety And Health Act (O.S.H.A.)	36
4.13. Condition of Goods, Shipping Costs, and Claims Against Carrier	36
4.14. Cone of Silence	36
4.15. Deviations	36
4.16. Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) Participation ..	
4.17. Drug Free Workplace Program	38
4.18. Electronic Payment Solution	38
4.19. Equipment Demonstration	39
4.20. Execution of Written Agreement	39
4.21. Explanation Of Competitive Sealed Proposal Method Of Procurement	39
4.22. Facilities Inspection	39
4.23. Hillsborough County Business Tax	39
4.24. Inspection of Samples	40

4.25. IRS Substitute W-9, Request for Taxpayer Identification Number and Certification	40
4.26. Licensing	40
4.27. Modification and/or Withdrawal of Offer Prior to Close Date	40
4.28. No Assignment of Offers	40
4.29. Obtaining Clarification and/or Additional Information	40
4.30. Public Entity Crimes Statement	41
4.31. Requested Information and Descriptive Literature	41
4.32. Submittal Deadline	41
4.33. Taxes	41
4.34. Time Period Offer is Valid	41
4.35. Unbalanced Offers and/or Excessive Line Item Prices	41
5. General Terms and Conditions	42
5.1. Applicable Law	42
5.2. Changes in the Work/Change Orders/Modifications	42
5.3. Changes Of Contract Price	42
5.4. Changes Of Contract Time	42
5.5. Contractor Must Use E-Verify, Must Have Legally Authorized Workforce & Utilize IMAGE Best Practices	43
5.6. Contractor Use of Hillsborough County For Marketing Prohibited	45
5.7. Contractor's Responsibilities	45
5.8. County as Intended Beneficiary of Subcontracts	45
5.9. Emergencies	45
5.10. Failure to Perform	46
5.11. Fiscal Non-Funding/Availability of Funding	46
5.12. Hand Sanitizer Ordinance	46
5.13. Equal Employment Opportunity; Non-Discrimination Clause	46
5.14. Indemnification	51
5.15. Injury and/or Damage Claims	51
5.16. Interpretation and Intent of Contract Documents	51
5.17. Laws and Regulations	52
5.18. Legally Required Statement and Provisions Regarding Access to Records for Services Contracts	52
5.19. Maintenance of Records/Public Records Law	53
5.20. No Assignment of Contract	53
5.21. Non-Exclusive Contract	53
5.22. Notices to Contractor	53
5.23. Notices to the County	53
5.24. Payment and Completion	54
5.25. Payment to Contractor by Electronic Payment Solution	54
5.26. Payment to Subcontractors	54
5.27. Performance Standards and Product Quality	55
5.28. Project Manager's Status	55
5.29. Severability	55
5.30. Solid Waste Collection and Disposal	55
5.31. Starting The Work	55
5.32. Statement of Assurance	55
5.33. Suspension of Work	56
5.34. Termination for Contractor Engaging in Business Operations in Cuba or Syria and Termination for Contractor Being on the Scrutinized Companies Lists Set Forth in Florida Statutes, Section 287.135	56

Terms and Conditions

1. Specifications

1.1. Scope

The Hillsborough County Management and Budget Department seeks an experienced and well qualified financial advisory firm to provide services related to the issuance of bonds, notes, certificates and/or other financing instruments with expertise in public and private financing partnerships, as well as on-going advisory services related to the management of the County's debt.

1.2. Background

1.2.1. Located midway along the west coast of Florida, Hillsborough County has 1,048 square miles of land and 24 square miles of inland water area for a total of 1,072 square miles. The unincorporated area encompasses 909 square miles or more than 84 percent of the total county area. Municipalities account for 163 square miles.

1.2.2. The County includes three incorporated cities: Tampa, Plant City, and Temple Terrace. Tampa, the largest incorporated city, is the County seat and also a center of international, national, and intrastate commerce. The Tampa International Airport and the Port of Tampa connect Hillsborough County to other major cities in the nation and major markets throughout the world. Target growth industries in the County include business/financial services, biomedical research, tourism and recreation, information industries, agriculture, and aquaculture.

1.2.3. Hillsborough County is a political subdivision of the State of Florida governed by the State Constitution, general laws of the State of Florida, and the County Charter. The County is governed by a seven-(7) member Board of County Commissioners, with four (4) elected from single-member districts and three (3) elected at large. The Commissioners serve four (4)-year terms, which are staggered such that no more than four (4) Commissioners are up for reelection in any single year. Under a Charter Ordinance effective May 1985, the Board is directed to perform legislative functions of the government by developing policies for the management of the County. A County Administrator is appointed by the Board to implement these policies.

1.2.4. The Clerk of the Circuit Court (the "Clerk") is the Clerk of the County Court, ex-officio Clerk of the Board and auditor, recorder, and custodian of all County funds. It is an elected, constitutional office. The Property Appraiser, Sheriff, Supervisor of Elections, Clerk, and Tax Collector are separate constitutional offices in the State of Florida. The budgets of the Property Appraiser and Tax Collector are submitted directly to the State of Florida Department of Revenue. The court-related functions part of the Clerk's budget is submitted to and certified by the Clerks of Court Operations Corporation. The budgets of the offices of the Sheriff and Supervisor of Elections and the non-court-related functions part of the Clerk's budget are subject to initial approval and subsequent reviews by the Board.

1.2.5. The County Administrator, the chief administrative official of the County, is appointed by and serves at the pleasure of the Board. This official is directly responsible to the Board for the administration and operation of all departments of the County. The County Administrator is also responsible to the Board for the execution of all

Board policies and the preparation of the County Budget.

1.2.6. The County's budgetary procedures are mandated by Chapter 129, Florida Statutes. On or before July 15 of each year, the County Administrator submits to the Board a tentative budget for the ensuing fiscal year commencing the following October 1. At the first of two public hearings, the Board adopts a tentative budget after submitting the budget and proposed millage rates to the public for review, complaints, and comments. This budget includes all changes and revisions made by the Board after examination and review of each fund and must be in balance. A Contract Terms and Conditions 23417 summary of the tentative budget is advertised and publicly reviewed and revised prior to approval and adoption by the Board before fiscal year-end.

1.2.7. Hillsborough County operates under a home-rule charter enacted by the voters on September 20, 1983. Under the charter, the Board of County Commissioners (the "BOCC") consists of seven (7) Commissioners; three (3) elected county-wide and four (4) elected from single member districts. As a result of this charter, each voter has a chance to influence the election of a majority of board members. The BOCC is restricted to performing the legislative functions of government and developing policies for the management of Hillsborough County. The County Administrator, appointed by the BOCC, and his staff are responsible for the implementation of these policies throughout the County.

1.2.8. In addition to the members of the BOCC, there are five (5) elected Constitutional Officers: The Clerk of Circuit Court, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector.

1.2.9. The County provides a variety of services characteristic of local multi-purpose governments including law enforcement, maintenance of roads and bridges, animal services, social services programs, planning and growth management, environmental protection, fire protection and emergency rescue, consumer protection, parks and recreation programs, mosquito control, employment services, emergency disaster preparedness, traffic control, water/wastewater utilities, solid waste disposal, medical examiner services, agricultural cooperative extension services, children's services, indigent health care, public assistance programs, aging services programs, emergency medical services, and library services.

1.2.10. In addition to their legislative duties, members of the BOCC serve as the County's Environmental Protection Commission. The individual members of the BOCC also serve on various boards, authorities, and commissions such as the Children's Board, Tampa Bay Regional Planning Council, Metropolitan Planning Organization, Hillsborough County Tourist Development Council, Tampa Bay Water, Tampa Port Authority, Hillsborough County Aviation Authority, Hillsborough Area Regional Transit Authority, Hillsborough County Public Transportation Commission, Tampa-Hillsborough County Expressway Authority, Tampa Sports Authority, Arts Council of Hillsborough County, Value Adjustment Board, Hillsborough County Hospital Authority, Council of Governments, and the Tampa Hillsborough Economic Development Corporation.

1.2.11. Hillsborough County is the fourth most populous county in the state of Florida. As of April 2021, the County's population was estimated at 1,489,850, an increase of 2.10 percent from 2020. Between 2010 and 2021, the County's population increased by 21.20 percent. Hillsborough County's population is projected to be 1,723,500 by the year 2030. A majority of the County's 2021 population resides in the unincorporated part of the county. The population grew 23.63 percent between 2010 and 2021 in the unincorporated Hillsborough County. The communities in the southern unincorporated Hillsborough County saw the biggest increases in population growth.

The median age for Hillsborough County in 2021 was 36 years.

1.3. Minimum Qualifications

The Bidder/Proposer or principal thereof shall have been successfully engaged in municipal financial advisory services for a minimum of five (5) years. The standard will apply to each member of the proposing firm to be assigned to the County, as well as the primary contact to be assigned to the County. The "Schedule of Bidder's Qualifications" shall be used by the Bidder/Proposer to provide such information.

1.4. Minimum Requirements

1.4.1. The Contractor shall have the capability to provide technical support to assist in the evaluation, structuring, pricing, and sale of municipal financial products, including but not limited to bonds, notes, loans, and derivative products (e.g. swaps, caps, collars).

1.4.2. The Contractor shall have the capability to assist with the evaluation and implementation of the public and/or private development projects.

1.4.3. The Contractor shall have the in-house technological capability, including computer hardware and software, to assist the County in structuring transactions, evaluating and confirming bids and proposals, and making presentations and reports, as needed. The Contractor's system(s) must be compatible with the County's system(s) including but not limited to Munex and Microsoft EXCEL, and with those generally accepted within the industry.

1.4.4. The Contractor shall have access to financial market information through providers such as Bloomberg and TM3.

1.4.5. The Contractor shall evaluate and recommend alternative techniques to finance the County's capital budget, as approved by the Board of County Commissioners (BOCC); to finance special or un-programmed projects and refund existing debt when indicated by market conditions. The financing techniques include, but are not limited to: bonds, notes, certificates of participation, commercial paper, and "derivative" products.

1.4.6. The Contractor shall provide advice regarding the use of competitive or negotiated sales and assist in the negotiation and oversight of the marketing of such financings.

1.4.7. **Competitive Bond Sale:** The County typically uses an internet-based bid platform. In this case, services to be provided would include but are not limited to, the following: managing the bidding platform; verifying the highest bid, and assisting with disseminating the results to the marketplace.

1.4.8. The Contractor shall provide evaluations of the pricing of bonds issued by the County, specifically the interest rate scales, underwriting spread and re-offering yields, and the competitiveness of such terms with comparable municipal offerings.

1.4.9. The Contractor shall provide expert testimony at validation hearings.

1.4.10. The Contractor shall recommend the necessary terms, conditions, provisions, and covenants to be contained in bond documents, including, but not limited to: taxable versus tax-exempt financing, credit enhancement, bond sizing, maturities, call provisions, interest rates, flows of funds, debt service coverage requirements, reserve funds, security pledges and conditions relating to the issuance of additional bonds.

1.4.11. The Contractor shall assist and advise in the preparation of an official statement, private placement memorandum, or other sales document.

1.4.12. The Contractor shall advise and assist in arrangements for the printing, execution, and delivery of bonds, as well as the sale and closing.

1.4.13. The Contractor shall advise on and/or preparation of arbitrage rebate calculations and strategies.

1.4.14. The Contractor shall serve as the County's bidding agent for investments to which bond proceeds are invested.

1.4.15. The Contractor shall attend meetings with the Finance Committee of the County, the BOCC, County officials, bond counsel, underwriters, rating agencies, and others as appropriate and as directed by the County.

1.4.16. The Contractor shall assist in the preparation and presentation of credit updates to rating agencies, bond insurers, and institutional investors, as well as the preparation of such materials as they relate to a proposed bond issue.

1.4.17. The Contractor shall assist in the preparation of materials for, and presentation of, the County's strategic plans for financial management and related transactions and proposals to the BOCC, administrative staff, citizen groups, and others as appropriate and as directed by the County.

1.4.18. The Contractor shall evaluate debt issued by independent or dependent authorities and agencies, which may impact the County, e.g. Tampa Port Authority, Tampa Sports Authority, Hillsborough County Aviation Authority, Hillsborough County Industrial Development Authority, Tampa Bay Water, etc.

1.4.19. The Contractor shall evaluate economic and financial opportunities other than debt available to the County, including but not limited to fuel supply contracts and special districts.

1.4.20. The Contractor shall act as an expert witness as directed by the County and provide any other assistance in the form of consultation and assessments the County deems necessary in connection with litigation matters.

1.4.21. The Contractor shall assist in the development of financial models and econometric projections as necessary to determine the optimal timing and structuring of debt instruments.

1.4.22. The Contractor shall provide advice on derivative products, provide advice regarding the use, and the Contract Terms and Conditions in-house ability to evaluate, price, and sell ("negotiated or competitive") such products.

1.4.23. The Contractor shall develop and evaluate investment strategies and products.

1.4.24. The Contractor shall participate in the selection of underwriters.

1.4.25. The Contractor shall assist in the analysis and evaluation of development and economic initiatives.

1.4.26. The Contractor shall undertake other supplemental financial advisory services deemed to be necessary to comply with or implement the policies and direction of the County Commissioner upon request from the Project Manager.

1.4.27. In providing the services described above, the Contractor may recommend, or the County may request, that the Contractor subcontract with firms or individuals who provide specialized or supplementary expertise necessary to undertake required financial advisory services. Such sub-contractual arrangements will be approved by the County Commissioner in the event fees for such subcontracts exceed the Contractor fees.

1.4.28. The County reserves the right to limit the Financial Advisor's involvement with respect to any debt issuance or other debt management undertaking to include only selected tasks. In the event of such limitation to the scope of services, the Financial Advisor's compensation which would otherwise take the form of a per bond transaction or swap advisory fee would be on an hourly basis or could be a combination of an hourly and modified per bond fee.

1.5. Response Format

1.5.1. The Bidder/Proposer shall present their responses to this request in the manner and format listed below, identifying each response by its respective section. The Bidder/Proposer shall provide the following:

1.5.1.1. Describe any actual or possible conflict of interest situations which may result from the Bidder/Proposer acting as financial advisor to the County, including current or expected engagements with authorities, agencies, or other corporate or government bodies in the County or State of Florida, and engagements with political consultants or lobbyists. Examples of potential conflict situations include contractual relationships with the City of Tampa, Tampa Port Authority, Hillsborough County Aviation Authority, Tampa Sports Authority, Tampa Hillsborough County Expressway Authority, Tampa Bay Water, and the Housing Finance Authority of Hillsborough County.

1.5.1.2. A summary describing at least five (5) years of demonstrated experience and expertise in similar engagements, including similarities in scope.

1.5.1.3. The Bidder/Proposer shall provide at least three (3) references from the public sector for whom they have provided services in the past five (5) years and who will verify contracting and other required experience that meets the needs required in this Request for Proposal (RFP). For each reference, please provide the following information:

- Name of organization
- Full mailing address
- Contact, including name, telephone, e-mail
- Size of organization
- Years of performance
- Scope of work, including similarities in scope to this solicitation.

1.5.2. **Experience** – The Bidder/Proposer shall demonstrate a history of financial advisory engagements with governmental entities, including but not limited to advice regarding debt structuring; credit analysis and evaluation; financial analysis and modeling; the use of competitive bid versus negotiated sale formats for selected financing transactions; oversight of marketing of selected negotiated transactions; access to and experience with internet-based bid platforms such as but not limited to Ipreo Parity and BiDCOMP; evaluations of bond pricings (interest rate scales, underwriting spreads and re-offering yields, and the competitiveness of such terms with comparable municipal offerings); assistance in the preparation of bond documents; assistance with the bond sale and closing process; assistance with the preparation and presentation of materials to credit rating agencies, institutional investors, elected officials and other major stakeholders; and evaluation of investment strategies and products.

1.5.3. **Technical Approach** – The Bidder/Proposer shall demonstrate in-house technical support, computer modeling, and financing analysis capabilities. Please provide professional biographies for the specific persons who will be performing technical/financial/credit analysis on this engagement on a full-time basis. In addition to professional backgrounds, licenses and certifications should be included, and any specific assignments that the Bidder/Proposer would be of particular interest or benefit to Hillsborough County should be highlighted.

1.5.4. **Qualifications** – The Bidder/Proposer shall demonstrate its qualifications by attaching:

1.5.4.1. The names, backgrounds, and three (3) business references with office locations and phone numbers for the specific persons who will be assigned to this engagement on a full-time basis. Describe the professional backgrounds of these individuals, particularly their public finance and financial advisory experience in the State of Florida. Indicate each individual's responsibilities during the engagement. Please limit response to no more than three (3) pages in total.

1.5.4.2. At least one (1), and no more than three (3), examples of financing or financial management advice given to a client who, in the opinion of the Bidder/Proposer, represents innovative problem solving initiated by the Bidder/Proposer, or is otherwise of particular note. Please limit response to no more than three (3) pages in total.

1.5.4.3. A description of the firm's longevity as a municipal financial advisor, the number of employees and the number of whom are professional staff, and a description of the ownership structure and business dealings of parent companies, if any. Please limit response to no more than two (2) pages.

1.5.5. **Cost** – The Bidder/Proposer shall demonstrate a cost-effective approach and communicate the firm's rates in the attached Per Bond Fee Schedule and Hourly Rate Schedule.

1.5.6. **Page Limit** – The number of pages submitted for the Bidder/Proposer shall not exceed 75 pages, inclusive of exhibits, addendums, marketing materials, etc.

2. Special Terms and Conditions

2.1. Evaluation/Selection Process

The County will review and evaluate all Proposals submitted in response to this Solicitation Document. The evaluation process is designed to award the Contract to the Proposer with the best combination of attributes as demonstrated in the Proposal scores. Scores are based on the evaluation of the information contained in Proposer's Proposal which include, but is not limited to, Proposer's responses to the questions set forth in the Requirements section of this Solicitation Document and any corresponding attachments including a brief description of methodology, qualifications, experience, and the cost of the Services/Work.

a) Evaluation Procedures: The evaluators will consider how well the Proposer's Proposal meets the needs of the County as described in the Proposer's response to each question in this Solicitation Document. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the response. Please follow all instructions carefully. The Proposal should be submitted according to the instructions/outline specified in this Solicitation Document. A Proposal that fails to follow these instructions may be considered non-responsive and may be eliminated from further consideration.

i) Based on information acquired through the Proposer's responses and the responses of references (if applicable), the County will award a preliminary score to each Proposal.

ii) Based on the preliminary scores, the County may request that the top scoring Proposers conduct an oral presentation and/or submit a Best and Final Offer that may include revisions to Technical Approach, Integration, and/or Cost. Be advised that the evaluators may revise the preliminary scores based on the oral presentations (if applicable), reference inquiries, other information obtained through the County's investigations of past performance and/or submissions of Best and Final Offers (if applicable).

b) Scoring/Weighting of Questions: The scoring/weighting of Proposals will be accomplished utilizing the evaluation criteria identified in the following table:

Award Criteria	Point Value
Quote/Cost Total.	20
The qualifications and experience of the Bidder/Proposer based on the breadth and depth of experience as evidenced by the volume and nature of municipal financial	25

advisory work performed to date in general and as specifically related to the County's requirements; and, the qualifications and experience of the individuals who will perform and oversee the advisory work. Prior experience with a firm or specific persons may be considered in determining points awarded.	
The Bidder/Proposer's in-house capability to provide technical support, computer modeling, financial analysis, econometric projects, and innovative ideas for financing the infrastructure and other capital needs of the County based on ideas presented in the proposal.	15
The Bidder/Proposer's understanding of and recommended approaches to work to be performed for the County.	20
The accessibility and availability to the County of the individuals who will perform and oversee the work.	10
The ability of the Bidder/Proposer to effectively communicate complex financial concepts to technical and non-technical audiences as evidenced by the Proposer's response to the RFP. Prior experience with a firm or specific persons may be considered in determining points awarded.	10
Total:	100
DM/DWBE Bonus Points:	5
Total Possible Points:	105

i) Quote/Cost Total: Points awarded for the "Quote / Cost Total" portion of this Solicitation Document will be based upon the following formula:

$$\frac{\text{Lowest Cost Proposal} \times \text{Maximum Points}}{\text{Other Proposer's Cost}} = \text{Score}$$

Divided by Other Proposer's Cost

ii) The County reserves the right not to award the Contract to the Proposer with the lowest Quote/Cost.

iii) If this Solicitation Document contains more than one line item, the County reserves the right to award by line item, by group/section, or by overall total net Proposal price, whichever is determined to be in the County's best interest.

2.2. Optional Provision for Other Agencies

Unless otherwise stipulated by the Bidder/Proposer in its Offer, the Bidder/Proposer agrees to make available to all government agencies, departments, and municipalities the Offer prices submitted in accordance with the terms and conditions of this Solicitation Document, should any governmental entity desire to buy under the Contract resulting from this Solicitation Document.

2.3. Price Escalation/De-Escalation (CPI)

If the Contractor desires to request an increase pursuant to the following escalation clause for the annual period of the Contract, the Contractor shall submit, no later than ninety (90) Days prior to the annual anniversary date of the contract, the inflationary factor and background data based upon the following formula, to the County's Project Manager:

a) New Fee = $[.75 \times (\text{CPI2} - \text{CPI1}) \div \text{CPI1} + 1] \times \text{Current Fee}$

b) "CPI": The Consumer Price Index for the Urban Wage Earners and Clerical Workers, South Region- All Items, Not Seasonally Adjusted, published by the United States Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/>).

c) "CPI1": The published CPI for the month ending twelve (12) months prior to CPI2.

d) "CPI2": The published CPI for the month ending one-hundred fifty (150) Days prior to the annual anniversary date of the Contract being adjusted.

e) As of the annual anniversary date of this Contract, the County may decrease the Contract in accordance with the above Escalation/De-Escalation clause formula. The County shall notify the Contractor in writing of any such de-escalation. In no event shall either the escalation or the de-escalation exceed six percent (6%) in any year.

2.4. Purchase Order/Contract

By submitting an Offer, the Bidder/Proposer declares that it understands and agrees that Bidder's/Proposer's Offer in addition to the Specifications, the Instructions, the General Terms and Conditions, the Special Terms and Conditions, the Insurance and Bond requirements, any Amendment(s) issued and all applicable attachments to this Solicitation Document shall become a valid contract between the County and the Contractor upon approval of the contract award by the Board of County Commissioners (if applicable), upon approval of the contract award by the County Administrator (if applicable), or upon the County's issuance of a Contract Purchase Agreement, Blanket Purchase Agreement, or Purchase Order, whichever occurs sooner.

2.5. Term Contract

2.5.1. Contract Period for Term Contract

The Contract resulting from this Solicitation Document will be in effect for a **five (5)**-year period (ending on the last

day of the final month) from the effective date of the Contract as established by the County's Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA).

2.5.2. Estimated Quantities

Quantities given represent the best estimate for use and shall be the basis for award. However, these quantities are not intended to represent actual requirements, which are not known at this time and may vary during the Contract Period. The County does not guarantee a minimum total purchase. Furthermore, the requirements of the County may exceed best estimates and the Successful Bidder/Proposer shall provide such requirements to the extent they are reasonable.

2.5.3. Hillsborough County Governmental Purchasing Council: Reference Laws of Florida 69-1112 and 69-1119

All Offers received by the County in response to this Solicitation Document shall be considered as Offers to members of the Hillsborough County Governmental Purchasing Council. Members, at their discretion, may utilize the Contract that results from this Solicitation Document. Members may purchase the goods, Services and/or Work under the same terms and conditions as the Contract between the Contractor and the County. Members will issue their own purchase orders, issue payments and coordinate the service locations with the Contractor, as applicable. The Hillsborough County Governmental Purchasing Council consists of the following agencies:

Children's Board of Hillsborough County
City of Plant City
City of Tampa
City of Tampa Housing Authority
City of Temple Terrace
Clerk of the Circuit Court
Expressway Authority
Hillsborough Area Regional Transit Authority
Hillsborough County Aviation Authority
Hillsborough County Board of County Commissioners
Hillsborough Community College
Hillsborough County School Board
Hillsborough County Sheriff
Property Appraiser
State Attorney's Office
Supervisor of Elections
Tampa Palms Community Development District
Tampa Port Authority
Tampa Sports Authority
Tax Collector

2.5.4. Ordering

The County shall issue a Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA) to cover any goods, Services and/or Work to be furnished under this Contract. The County user departments will then issue Standard Purchase Orders against the BPA/CPA on an as-needed basis. The Successful Bidder/Proposer shall deliver the applicable goods, Services and/or Work only upon receipt of a Standard Purchase Order. No goods, Services and/or Work are to be provided until a Standard Purchase Order is issued. However, any Standard Purchase Order issued PRIOR to the end of the Contract Period shall be completed, invoiced and paid after the expiration of the Contract. Orders shall be issued only during the Contract Period. The County reserves the right to modify the delivery location(s) identified throughout the Contract Period.

2.5.5. Termination for Convenience

In the event the County elects to terminate the Contract, the County shall provide the Contractor with notice of termination in writing by electronic and/or certified mail. The County shall pay the Contractor for any accepted goods, Services and/or Work provided by the Contractor to the County prior to the Contractor's receipt of said termination notice.

2.5.6. Unilateral Extension Period

The County, through its Director of Procurement Services or designee, reserves the right to unilaterally extend the Contract Period or the renewal period of this Contract for up to three (3) additional one (1) month periods or any portion thereof, at the same terms and conditions. Notice of the County's intent to extend the Contract Period and/or the renewal period shall be provided by the County in writing to the Successful Bidder/Proposer prior to the expiration of the Contract, or the renewal period.

3. Definitions

3.1. Definitions

The following words and expressions (or pronouns) shall, wherever they appear in this Solicitation Document and the Contract Documents, be construed as follows unless a different meaning is clear from the context.

3.2. Agreement

"Agreement" shall mean the written agreement between the County and the Contractor covering the goods and/or Services to be provided and/or the Work to be performed pursuant to this Solicitation Document. The Agreement (if one is required for this particular Solicitation Document) will be attached to and made a part of the Contract Documents.

3.3. Amendment(s), Addendum, or Addenda

"Amendment(s)", "Addendum", or "Addenda" shall mean the additional information and/or requirements concerning this Solicitation Document that are issued by the County, in writing, prior to the Close Date.

3.4. Bid(s), or Bidder's Bid

"Bid(s)", "Bidder's Bid", "Proposal(s)", or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

3.5. Bidder

"Bidder" or "Proposer" shall mean any person, partnership, corporation or other entity or organization submitting a Bid, Proposal, or Quote to provide the goods, Services and/or Work solicited by the County in this Solicitation Document.

3.6. Blanket Purchase Agreement (BPA)

"Blanket Purchase Agreement (BPA)" shall mean the County's written document to the Contractor stating the products/Services/Work to be provided, the pricing for said products/Services/ Work, the effective dates for the provision of said products/Services/Work, and any additional terms and conditions of the Contract, if applicable .

3.7. Board of County Commissioners

"Board of County Commissioners" shall mean the Board of County Commissioners of Hillsborough County, Florida.

3.8. Bond

"Bond" or "Earnest Money Deposit (EMD)" shall mean bid bond, performance bond, and/or payment bond and other instruments of security furnished by the Bidder/Proposer/Contractor and its Surety in accordance with this Solicitation Document and/or the Contract Documents.

3.9. Business Day(s)

"Business Day(s)" shall mean Monday through Friday excluding public holidays.

3.10. Change Order

"Change Order" shall mean a written order or alteration to a Contract or Purchase Order signed by the appropriate County and Contractor authority directing an addition, deletion, or revision in the provision of the goods and/or Services or an adjustment in the Contract Price and/or Contract Time.

3.11. Close Date

"Close Date" shall mean the date and time set for delivery to the County of all Offers submitted in response to this Solicitation Document.

3.12. Contract or Contract Documents

"Contract" or "Contract Documents" shall mean the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Equal Employment Opportunity and Affirmative Action Requirements, all Amendment(s) issued, the Offer, the Agreement (if applicable), all the attached documents identified in this Solicitation Document, all supplementary drawings issued after award of the contract, all Change Orders, all Allowance Authorization Releases, and all provisions required by law to be a part of the Contract Documents, whether actually inserted therein or not.

3.13. Contract Price

"Contract Price" shall mean the total monies payable to the Contractor under the Contract Documents.

3.14. Contract Purchase Agreement (CPA)

"Contract Purchase Agreement (CPA)" shall mean the County's written document to the Contractor stating the products/Services/Work to be provided, the pricing for said products/Services/Work, the effective dates for the provision of said products/Services/Work, and additional terms and conditions of the Contract, if applicable.

3.15. Contract Time or Contract Period

"Contract Time" or "Contract Period" shall mean the number of calendar Days stated in the Contract Documents for the completion of the Work and/or the provision of the goods and/or Services specified therein.

3.16. Contractor

"Contractor" shall mean the Successful Offeror, whether a corporation, partnership, individual or any combination thereof, and its, their or his/her successors, personal representatives, executors, administrators, and permitted assignees.

3.17. County

"County" shall mean the Board of County Commissioners, Hillsborough County, Florida, for whom the Contract is being performed.

3.18. County Administrator

"County Administrator" shall mean Hillsborough County's County Administrator, or a designee identified by the County Administrator to perform certain functions on behalf of the County Administrator.

3.19. Day(s)

"Day(s)" shall mean one calendar day.

3.20. Designee

"Designee" shall mean the person appointed by the Board of County Commissioners and/or the County Administrator to act on his/her behalf.

3.21. Earnest Money Deposit (EMD)

"Earnest Money Deposit (EMD)" or "Bond" shall mean bid bond, performance bond, and/or payment bond and other instruments of security furnished by the Bidder/Proposer and/or Contractor and its Surety in accordance with this Solicitation Document and/or the Contract Documents.

3.22. Minimum Specifications

"Minimum Specifications" shall mean the portion of the Specifications that address the technical requirements of the Work to be performed under this Contract including materials, equipment, and workmanship.

3.23. Modification Agreement

"Modification Agreement(s)" shall mean the written order to the Contractor authorizing an addition, deletion, or revision in the goods, Services and/or Work to be provided under the Contract Documents or an adjustment in the Contract Price issued after the award of and/or execution of the Contract/Agreement. Such written order must be approved and/or executed by the applicable authorized representatives of the County in accordance with County policy. Modification Agreements that are required to be approved by the Board of County Commissioners pursuant to County policy must be executed by the Contractor and the Chair of the Board of County Commissioners.

3.24. Notice

"Notice" shall mean a written notice for the County and the Contractor as set forth in this Solicitation Document and/or the Contract Documents.

3.25. Notice of Award

"Notice of Award" shall mean the written notice given by the County to the Successful Bidder/Proposer that said Bidder/Proposer has been selected by the County to provide the goods/Services and/or perform the Work specified in this Solicitation Document.

3.26. Notice to Proceed

"Notice to Proceed" shall mean the written notice given by the County to the Successful Bidder/Proposer and/or Contractor of the date for the Work to start and/or for the date of the Successful Bidder/Proposer and/or Contractor to provide the goods and/or Services specified in the Contract Documents.

3.27. Offer(s)

"Offer(s)" or "Bid(s)" or "Proposal(s)" or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Offeror submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Offeror in response to this Solicitation Document.

3.28. Offeror

"Offeror" shall mean any person, partnership, corporation or other entity or organization that has submitted an Offer, Bid, or Proposal to the County in response to a procurement solicitation issued by the County to provide equipment, supplies, materials, or Services.

3.29. Project

"Project" shall mean the entire action and/or improvement which is the subject of this Solicitation Document and/or the Contract Documents.

3.30. Project Manager

"Project Manager" shall mean the duly authorized representative of the Board of County Commissioners during the Contract Period.

3.31. Proposal(s)

"Proposal(s)" or "Bid(s)" or "Bidder's Bid(s)" or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

3.32. Proposer

"Proposer" or "Bidder" shall mean any person, partnership, corporation or other entity or organization submitting a Bid, Proposal, or Quote to provide the goods, Services and/or Work solicited by the County in this Solicitation Document.

3.33. Purchase Order

"Purchase Order" shall mean the County's written document to the Contractor authorizing Work.

3.34. Quote(s)

"Quote(s)" or "Bid(s)" or "Bidder's Bid(s)" or "Proposal(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

3.35. Request for Proposal

"Request for Proposal" shall mean the Solicitation Document issued by the County for the goods, Services and/or Work specified herein; and shall include the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Requirements, and all Amendment(s) issued.

3.36. Service(s)

"Service(s)" shall mean the activity/improvement and/or the means or methods necessary for implementation and prosecution of the Project and/or Work that is the subject of the Contract Documents.

3.37. Site(s)

"Site(s)" shall mean the area(s) upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the County.

3.38. Solicitation Document

"Solicitation Document" shall mean the solicitation issued by the County for the goods, Services and/or Work specified herein; and shall include the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Requirements, and all Amendment(s) issued.

3.39. Specifications

"Specifications" shall mean the detailed information set forth in the "Specifications" section of this Solicitation Document describing and/or concerning the goods, Services and/or Work being solicited by the County via this Solicitation Document, including, but not limited to, any terms and conditions contained within the "Specifications" section, any Amendment(s) issued related to the "Specifications" section, and/or any drawings or maps relating to the "Specifications" section of this Solicitation Document.

3.40. Subcontractor

"Subcontractor" shall mean any person, firm or corporation other than employees of the Contractor who or which contracts with the Contractor to furnish, or actually furnishes labor, materials, and/or equipment for the Work and/or Project to be performed that is the subject of the Contract Documents.

3.41. Successful Bidder/Proposer

"Successful Bidder" or "Successful Proposer" shall mean the Contractor and vice versa, whether a corporation, partnership, individual or any combination thereof, and its, their or his/her successors, personal representatives, executors, administrators, and permitted assignees.

3.42. Surety

"Surety" shall mean any corporation that executes, as surety, the Bidder's/Proposer's Bid/Proposal bond, and/or any corporation that executed, as surety, the Contractor's Bid/Proposal, performance, and/or payment Bond.

3.43. Unilateral Change Order

"Unilateral Change Order" shall mean a written order or alteration to a Contract or Purchase Order signed by the appropriate County authority directing an addition, deletion, or revision in the provision of the goods and/or Services or an adjustment in the Contract Price and/or Contract Time that does not require concurrence of the Contractor.

3.44. Work

"Work" shall mean any and all obligations, duties and responsibilities necessary for the successful delivery of the goods and/or the successful completion of the Services, Project and/or tasks assigned to or undertaken by the Contractor pursuant to the Contract Documents, including, but not limited to, the furnishing of all labor, materials, equipment and other incidentals contemplated by and/or related to the Contract Documents.

4. Instructions

4.1. Bid Submissions

- a) The County shall only accept Offers through its Electronic Bidding System.
- b) Offers delivered by non-electronic means, facsimile, electronic mail (e-mail) or electronic means other than through the County's Electronic Bidding System will not be considered.

4.2. Affirmative Action Business Enterprise Policy

(i) The County hereby notifies all Offerors that Minority Business Enterprises (MBE's), Disadvantaged Minority Business Enterprises (DMBE's), and Disadvantaged Women Business Enterprises (DWBE's) will be afforded an equal opportunity to participate in any award made by the County pursuant to this Solicitation Document and will not be subjected to discrimination on the basis of actual or perceived race, color, religion, sex, national origin, age, marital status, disability, sexual orientation, or gender identity or expression. The County prohibits any person/business involved in County contracting and procurement activities, to discriminate on the basis of actual or perceived race, color, religion, sex, national origin, age, marital status, disability, sexual orientation, or gender identity or expression.

(ii) A written Affirmative Action/Equal Employment Opportunity (AA/EEO) Policy or Program is required if the Offeror has fifteen (15) or more employees. If the Offeror has fewer than fifteen (15) employees, then a written Affirmative Action (AA) Policy Statement is required. A copy of Offeror's written AA/EEO Policy/Program or AA Policy Statement (as applicable) should be submitted to the County within five (5) Business Days of notification of low Bidder status by the County but **must** be submitted no later than fifteen (15) Business Days after notification of low Bidder status by the County.

(iii) Offeror is required to complete and submit the "Affirmative Action Plan Self-Analysis" Forms contained in the County's AA/EEO Packet (included in this solicitation) no later than fifteen (15) Business Days after notification of low Bidder status by the County.

4.3. Award of Contract/Rejection of Proposals

A Contract will be awarded by the Board of County Commissioners of Hillsborough County to the responsible Proposer submitting the best Proposal in compliance with the Specifications and other requirements imposed by this Solicitation Document, provided said Proposal is considered (within the sole discretion of said Board of County Commissioners) reasonable, and in the best interest of Hillsborough County to accept. The Contractor to whom a Contract is awarded will be so notified by Hillsborough County at the earliest practical date. The Board of County Commissioners of Hillsborough County, however, at its sole discretion, reserves the right to reject any and all Proposals and to waive any informality concerning Proposals whenever such rejection or waiver is in the best interest of Hillsborough County and when the same is in conformance with standard competitive sealed proposal procedures. Hillsborough County, likewise, reserves the right to reject the Proposal of any Proposer who has previously failed to perform properly or to complete on time, contracts of similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded obligations to sub-contractors, materialmen or employees. The ability of a Proposer to obtain a Earnest Money Deposit (EMD) shall not be regarded as the sole test of such Proposer's competency or responsibility.

4.4. Bid/Proposal/Quote Pricing

Pricing must be quoted only in the space(s) provided within this Solicitation Document; no other form(s) will be accepted. When applicable, all prices quoted are to be free-on-board (F.O.B.) to the job site or specified delivery location in Hillsborough County, Florida.

4.5. Bid/Proposal/Quote Results

Preliminary results are generally available within two (2) Business Days to Bidders/Proposers in the iSupplier System via Online Discussions.

4.6. Bidder/Proposer Request for Interpretation of Solicitation Document

No interpretation of the meaning of the Specifications contained in this Solicitation Document or other Contract Documents will be made to any Offeror orally. Every request for such interpretation must be in writing, addressed to the Director of Procurement Services. To be given consideration, such requests must be received at least ten (10) Days prior to the Close Date. Any and all such interpretations and any supplemental instructions will be in the form of a written Amendment which, if issued, will be communicated to all Offerors who have acknowledged participation within the electronic bidding system and opened the respective solicitation at least five (5) Business Days prior to the Close Date. Failure of an Offeror to receive any such Amendment or interpretation shall not relieve said Offeror from an obligation under its Offer as submitted. All Amendment(s) so issued shall become part of the Contract Documents.

4.7. Bidder/Proposer Responsible for Examining/Investigating Work Site(s)

If applicable to this Solicitation Document, Bidder/Proposer is solely responsible for examining all Sites of the proposed Work and conducting any investigations necessary to inform itself of any difficulties that may be involved in the completion of the Work. Bidder's/Proposer's failure to conduct such examinations and investigations shall not:

- a) excuse the Successful Bidder's/Proposer's failure to complete the Work in accordance with the Specifications and requirements set forth in this Solicitation Document based on the Successful Bidder's/Proposer's ignorance of conditions or difficulties that may exist prior to the Close Date or of conditions or difficulties that may be encountered during the execution of the Work; and/or
- b) be a basis for any claims for additional compensation and/or for any extensions of time.

4.8. Procurement Policy and Procedures and Hillsborough County Ordinance - Protest Process and Procedures

Offeror is advised that by submitting an Offer, Offeror hereby agrees to comply with the County's Procurement Policy and Procedures, including, but not limited to, the County's policy and procedures regarding Bid protests and Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3. The County's Procurement Policy and Procedures can be found on the County's website at:

www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents

Offeror is further advised that pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, Sec. 2-567(b)(i), any protest of the Specifications and/or terms and conditions contained within this Solicitation Document must be received by the County no later than five (5) Business Days before the Close Date/Bid Submittal Deadline set forth in this Solicitation Document.

4.9. Bidder's/Proposer's Understanding of the Solicitation Document

Bidder/Proposer is solely responsible for reading and completely understanding this Solicitation Document in its entirety.

4.10. Brand Names, Etc.

a) In instances where the Specifications make this subject applicable, any use therein of brand names, manufacturers' names, trade names, information and/or catalog numbers are used solely for the purpose of providing descriptions and for establishing acceptable quality levels. Such references are not intended to place restriction on the Bidders/Proposers (other than as to quality) and Bidders/Proposers may propose and describe upon the Bid/Proposal/Quote forms deviations that the Bidder/Proposer believes to be equal to or better than the requirements set forth in this Solicitation Document. The burden of proof that the Bidder's/Proposer's proposed brand is in fact equal lies with the Bidder/Proposer.

b) Bidders/Proposers must furnish all requested information in the spaces provided on the Bid Proposal. Additionally, where required pursuant to the provisions of this solicitation, Bidders must submit the following with their Bid Proposal: catalog cuts, sketches, descriptive literature, and/or complete specifications relative to the items proposed and offered. References to previously submitted material concerned with previous Bid Proposals are not acceptable to County.

4.11. Cancellation of Solicitation Document

The County reserves the right to cancel, in whole, or in part, this Solicitation Document when deemed to be in the best interest of the County.

4.12. Compliance With Occupational Safety And Health Act (O.S.H.A.)

In instances where such is applicable due to the nature of a Solicitation Document, all material, equipment, etc., as proposed and offered by the Bidder/Proposer must meet and conform to all O.S.H.A. requirements.

4.13. Condition of Goods, Shipping Costs, and Claims Against Carrier

Unless otherwise specified, all goods supplied will be new, not used or re-manufactured. Bid/Proposal/Quote prices shall include costs of delivery, shipping and handling. Any claims against the carrier will be the responsibility of the Contractor.

4.14. Cone of Silence

Pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, there shall be a Cone of Silence for all procurement solicitations issued by the County that are at or over the County's formal bid limit in order to safeguard the integrity of the County's procurement and protest process. The Cone of Silence shall go into effect on the date a procurement solicitation is issued by the County and shall end on the date the Contract is awarded by the County or the date the procurement solicitation is canceled by the County. Unless otherwise provided for in Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, during the time period the Cone of Silence is in effect, no Offeror, interested party and/or their principals, officers, employees, attorneys or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding a procurement solicitation and/or its related protest. The Cone of Silence does not prohibit an Offeror from communicating with the Director of the County Department issuing the procurement solicitation, County staff listed as contacts in the procurement solicitation, or the attorney in the County Attorney's office that is directly responsible for the applicable procurement solicitation (this information can be obtained by contacting the County staff person listed as the contact in the applicable procurement solicitation). A violation of the Cone of Silence will result in the disqualification of the Offeror from consideration in the award of the procurement solicitation unless it is determined that the violation is unintentional and/or not material.

4.15. Deviations

Bidder's/Proposer's Offer must state all deviations to the exact requirements imposed upon the Bidder/Proposer. Such deviations must be stated upon the Bidder's/Proposer's Offerform; otherwise, the County may consider Bidder's/Proposer's Offer as being made in strict compliance with the requirements of this Solicitation Document. The County reserves the right to accept or reject any and all Offers, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if doing so will serve the County's best interest. Only Offers which conform in all material respects to this Solicitation Document will be accepted. The County may reject any Offer not submitted in the manner specified by this Solicitation Document.

4.16. Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) Participation

a) County Policy - Proposers are advised that the County has a policy that Disadvantaged Minority/Disadvantaged Women Business Enterprises ("DM/DWBEs") should have the maximum opportunity to participate in the County's procurement program. "DM/DWBE" shall mean a business that is certified as a bona fide DM/DWBE with the County or that has been granted reciprocal certification by the County.

b) Bonus Points - In keeping with County policy, Proposers who have 10% or more DM/DWBE participation in the overall services/commodities being provided to the County can apply for bonus points to be added to its Proposal evaluation score. Qualified firms may receive five percent (5%) of the maximum allowable evaluation criteria points for such DM/DWBE participation/utilization. **Proposer must submit its request for bonus points /Letter of Commitment and all supporting documentation with its Proposal.** In the event the Proposer receives bonus points for its identification of a DM/DWBE firm in its Proposal, then such Proposer shall be committed to the utilization of such firm for at least ten percent (10%) of the overall services/commodities provided to the County under any contract resulting from this RFP. The County's Economic Development Department/Minority & Disadvantaged Business Development Office shall be responsible for reviewing the request for bonus points and shall determine the award of bonus points.

c) Eligible DM/DWBE Businesses - All DM/DWBE firms identified in Proposer's Proposal must either be certified with the County as a DM/DWBE or have reciprocal certification with the COUNTY **by the Close Date** for this RFP in order for Proposer's Proposal to be considered for the award of DM/DWBE bonus points. Eligible firms can apply to the County for certification with the COUNTY as a DM/DWBE by applying online at <https://hillsboroughcounty.diversitycompliance.com/> - DM/DWBE & SBE Program (Hillsborough County Disadvantaged Minority and Disadvantaged Women Business Enterprise Program and the Small Business Encouragement Program). Firms that are no longer economically disadvantaged, that have graduated from the County's DM/DWBE Program, and those that have been denied certification by the County **cannot** be used to obtain bonus points. A listing of such graduated and denied firms is available on the following County website: <https://hillsboroughcounty.diversitycompliance.com/>.

d) Reciprocal Certification - The County will grant reciprocal certification for one six (6) month period to DM/DWBE firms which are principally domiciled in the State of Florida and certified by other jurisdictions located within the State of Florida. **A reciprocal certification shall become effective on the date of contract award and is only valid for a six (6) month period.** All firms granted reciprocal certification who wish to continue to participate in the County's DM/DWBE Program after the expiration of its reciprocal certification will be required to complete an application for certification to the County's Program prior to the expiration of the six month reciprocal certification period.

e) Letter of Commitment - It is the responsibility of the Proposer to furnish all necessary information and documentation to the County in order to receive bonus points. Proposer's request for bonus points must be made on Proposer's letterhead and must include the following information which shall constitute the Letter of Commitment:

- (i) The RFP number and title of the procurement solicitation;
- (ii) The name of the DM/DWBEs firms to be utilized;
- (iii) The percentage of fees that will be subcontracted to that firm (which must be 10% or more);
- (iv) A commitment from the Proposer stating that 10% or more of its ultimate fees will be subcontracted to that

DM/DWBE firm; and

(v) The following documents should be attached to the Letter of Commitment:

- I) A letter of intent from the DM/DWBE firm on the DM/DWBE's letterhead stating its intent to perform the services and the scope of work. The letter should reference this RFP specifically and should be signed by the firm's owner/managing partner; and
- II) A copy of the DM/DWBE's current DM/DWBE certification and/or registration. If the DM/DWBE is seeking reciprocal certification with the COUNTY, then a letter from the certifying jurisdiction or copy of the certification document evidencing certification by the certifying jurisdiction must be attached.

Failure to comply with any of the above requirements may result in a denial of the Proposer's request for bonus points.

f) Additional Contractor Requirements - If a Proposer receives bonus points and is ultimately awarded a contract pursuant to this RFP, then the Proposer/Contractor will be required to submit to the County a copy of the executed subcontract agreement with the DM/DWBE firm(s) listed in Proposer's Letter of Commitment. Proposer/Contractor shall also be required to utilize the County's Vendor Compliance System (B2GNOW) on a monthly basis to report utilization and payments to all DM/DWBE firms/subcontractors in that monthly period. Proposer's/Contractor's failure to comply with any of the requirements in this paragraph may result in the denial of bonus points to the Proposer/Contractor in future County procurements.

4.17. Drug Free Workplace Program

Pursuant to Section 287.087, Florida Statutes, Bidders/Proposers may submit with their Offers a certificate certifying that they have implemented a drug free workplace program. If two or more Offers are equal in price, quality, and service, preference will be given in the award process to the Bidder/Proposer who has furnished such certification with its Offer. A copy of the Drug-Free Workplace Form is attached to this solicitation and is also available from the Procurement Services Department website at:

<http://www.hillsboroughcounty.org/procurement>

4.18. Electronic Payment Solution

Automated Clearing House (ACH). The County has an ACH payment solution where the Offeror may choose to be paid with direct deposit. If the Offeror requests to participate in the County's ACH electronic payment solution, the Offeror should indicate its acceptance in its Offer. If the Offeror has indicated that it will accept the County's ACH for payment, then the Offeror will be required to complete a Direct Deposit Authorization Form after the Contract has been awarded.

For more information on ACH, go to:

www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents

4.19. Equipment Demonstration

Prior to the Award of this Solicitation Document, the County reserves the right to require a demonstration of equipment as proposed in Bidder's/Proposer's Offer. Each Bidder/Proposer shall be prepared to schedule a demonstration of the type of equipment proposed at a time and location mutually agreeable to the Bidder/Proposer and the County. The location should be within reasonable traveling distance from the County, and the County shall be responsible for the travel expenses of its County staff members attending such demonstration. Equipment demonstration may be of Bidder/Proposer-owned equipment or third-party-owned equipment. Failure on the Bidder's/Proposer's part to provide the equipment demonstration as described may result in the rejection of its Offer and/or suspension from consideration for award of bids, proposals, or contracts with the County for a period of up to twenty-four (24) months.

4.20. Execution of Written Agreement

Within ten (10) Days of the Notice of Award, the Successful Bidder/Proposer will be required to sign a written Agreement if one has been made a part of this Solicitation Document and identified as the "Agreement".

4.21. Explanation Of Competitive Sealed Proposal Method Of Procurement

COMPETITIVE SEALED PROPOSALS DIFFER FROM COMPETITIVE SEALED BIDS IN SEVERAL AREAS:

- a) All criteria for evaluation will be set forth in the Request for Proposal documents in order of importance. Only these criteria will be used to determine the best Proposal.
- b) Discussions may be held with all responsible Proposers after Proposals are opened for purposes of clarification. The County also reserves the right to request written clarifications from Proposers after the Proposals have been opened. Proposers will be given equal treatment with respect to discussions and all information obtained is to secure the best possible Offers for the County.
- c) Award shall be made to the responsible Proposer whose Proposal is determined to be the most advantageous to the County taking into consideration only the evaluation factors set forth in the Request for Proposal.
- d) The County reserves the right to issue one or more call(s) for Best and Final Proposals if it is in the best interest of the County.

4.22. Facilities Inspection

Prior to the award of this Solicitation Document, the County reserves the right to inspect the Bidder's/Proposer's facility and place of business to determine that the Bidder/Proposer has a regular, bona fide established business that is presently an on-going concern and is likely to continue as such, and is capable of providing the products and/or services, including any later warranty service, or replacement parts support as may be required.

4.23. Hillsborough County Business Tax

All Offerors are required to comply with Hillsborough County Code of Ordinances and Laws, Part A, Chapter 46, Article III, as may be amended in the future. Failure of an Offeror to comply with such regulation shall not be a basis to protest the County's award of the Contract; instead, any reported failure of an Offeror to comply with these regulations will be referred to the Hillsborough County Tax Collector.

4.24. Inspection of Samples

After the Bid Submittal Deadline/Close Date, the County reserves the right to review and inspect representative samples of the products/goods being proposed by the apparent lowest responsive Bidder/Proposer. Within ten (10) Business Days of receiving a request from the County, Bidder/Proposer shall provide the County with samples of each item requested for the purpose of the County conducting a quality test or comparison without cost to the County. At the County's option, this inspection may take place locally, at the Bidder's/Proposer's place of business or at a location selected by the County. The County will not be responsible for shipping or other expenses incurred by the Bidder/Proposer in the qualification of its products or company. The County makes no guarantee that samples will be returned; however, samples not destroyed in testing may be available for return upon request (at the Bidder's/Proposer's expense) after testing is completed and after award of the Contract. Failure to provide the samples described above may result in the rejection of Bidder's/Proposer's Offer and/or suspension of Bidder/Proposer from bidding/proposing on County procurements.

4.25. IRS Substitute W-9, Request for Taxpayer Identification Number and Certification

All Bidders/Proposers are requested to complete and submit the attached Substitute W-9 form with their Offer.

4.26. Licensing

Bidder/Proposer shall be properly licensed for the appropriate category of Work specified in this Solicitation Document. All Bidders/Proposers are requested to submit any required license(s) with their Offers. License(s) must be effective as of the Bid Submittal Deadline/Close Date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above will result in the rejection of the Offer as non-responsive.

4.27. Modification and/or Withdrawal of Offer Prior to Close Date

Prior to the Bid Submittal Deadline/Close Date, Offers may be withdrawn upon written request signed by the Bidder/Proposer and submitted and/or postmarked to the County prior to the Bid Submittal Deadline/Close Date. Withdrawn Offers will not be returned to the Bidder/Proposer. Except as specifically provided for herein, Bidders/Proposers may not modify their Offers after the specified Bid Submittal Deadline/Close Date. Negligence on the part of the Bidder/Proposer in preparing its Offer confers no right of withdrawal or modification of its Offer after such Offer has been opened by County staff at the specified time and place. Bidders/Proposers may not withdraw or modify their Offers after the Bid Submittal Deadline/Close Date.

4.28. No Assignment of Offers

Bidder/Proposer may not assign or otherwise transfer its Offer prior to or after the Bid Submittal Deadline/Close Date.

4.29. Obtaining Clarification and/or Additional Information

Bidders/Proposers are instructed not to contact County employees regarding this Solicitation Document with the exception of employees of the Procurement Services Department. Potential Bidders/Proposers requesting clarification or additional information should contact the Procurement Services Department at the

address/telephone/fax numbers or e-mail address listed in this Solicitation Document.

4.30. Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer, or reply on a contract to provide any goods or services to a public entity; may not submit an offer, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit offers, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of an Offer. The County may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a Bidder/Proposer to promptly supply information in connection with an inquiry may be grounds for rejection of an Offer.

4.31. Requested Information and Descriptive Literature

Bidder/Proposer must furnish all requested information in the spaces provided within this Solicitation Document. Additionally, where required, Bidders/Proposers must attach cuts, sketches, descriptive literature and/or complete specifications relating to the items proposed in the Bidder's/Proposer's Offer.

4.32. Submittal Deadline

Offeror must submit its Offer prior to the time specified in the Close Date. Late Offers will not be accepted.

4.33. Taxes

State sales and Federal Excise taxes shall not be included in the Bidder's/Proposer's Offer, as Hillsborough County is tax exempt. The Director of Procurement Services will sign exemption certificates submitted by the Bidder/Proposer.

4.34. Time Period Offer is Valid

Offeror's Offer shall be in force for a period of not less than ninety (90) Days after the Close Date. Further, said Offer shall continue in force after said ninety (90) Day period, until thirty (30) Days following the date of receipt by County of written notice from the Offeror of its intent to withdraw its Offer, or until the date specified in said written notice as the expiration date of the Offer, whichever is later. The aforementioned time periods will remain in effect irrespective of whether an award has been made by the County. Notwithstanding the provisions of the preceding sentence, the Offeror may extend its Offer at any time prior to the scheduled expiration thereof.

4.35. Unbalanced Offers and/or Excessive Line Item Prices

The County reserves the right to reject any Offer in which unit prices, in the sole opinion of the County, are unbalanced. In addition, where the County has decided to award this Solicitation Document, it further reserves the

right not to utilize a particular line item that, in the sole opinion of the County, is excessively priced, and reserves the right to obtain that item from another source.

5. General Terms and Conditions

5.1. Applicable Law

Unless otherwise specified, this Contract, including, but not limited to, the interpretation, bidding, award, execution and implementation thereof, shall be governed by the laws, rules, and regulations of the State of Florida.

5.2. Changes in the Work/Change Orders/Modifications

a) All additions, deletions, or revisions to the Contract shall be valid and enforceable only when authorized by a written Change Order or Modification Agreement approved and/or executed by the applicable authorized representatives of the County in accordance with County policy. Modification Agreements that are required to be approved by the Board of County Commissioners pursuant to County policy must be executed by the Contractor and the Chair of the Board of County Commissioners. Only upon receipt of a Change Order or Modification Agreement shall the Contractor be authorized to proceed with the Work involved. All such Work shall be executed under the applicable terms and conditions contained in the Contract Documents.

b) Additional Work performed by the Contractor without the authorization of a Change Order or Modification Agreement will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time except in the case of an emergency as provided for herein. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

c) It is the Contractor's responsibility to notify its Surety of any changes affecting the general scope of the Work/Services or change of the Contract Price, and the amount of the applicable Bond(s) shall be adjusted accordingly.

5.3. Changes Of Contract Price

The total compensation payable to the Contractor for performing the Work in accordance with the terms of this Contract shall be based upon the following described factors:

a) Application of unit prices to the actual quantities (as measured in the field by appropriate County representatives of those items designated in Proposal as being a Unit Price item);

b) Application of unit shown in Proposal to items designated as original plan quantity items; and,

c) The Proposal price shown in Proposal represents an estimate of the total compensation due to the Contractor under the terms of these Contract Documents which is based upon the quantities of items listed therein. The actual total compensation paid to the Contractor for the Project described in these Contract Documents may vary from that amount stated in Proposal due to:

- i) Adjustments in pay quantity/quantities resulting from changes in item quantity/quantities; and/or,
- ii) Adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents.

5.4. Changes Of Contract Time

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if Contractor makes a claim.

5.5. Contractor Must Use E-Verify, Must Have Legally Authorized Workforce & Utilize IMAGE Best Practices

a) E-Verify

i) Pursuant to Florida Statutes Section 448.095, the Contractor (and its Subcontractors) are required to utilize the United States Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. The E-Verify system is an Internet-based system operated by DHS that allows participating employers to electronically verify the employment eligibility of newly hired employees. Accordingly, by submitting its Offer, the Contractor represents and warrants that it is registered with, and uses, the E-Verify system for all newly hired employees.

ii) Pursuant to Florida Statutes Section 448.095, the Contractor must obtain an affidavit from its Subcontractors stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor is required to maintain a copy of such affidavit for the duration of the Contract Period and shall provide the County with a copy of such affidavit within three (3) Business Days of the County's request for said affidavit.

iii) Contractor is advised that pursuant to Florida Statutes Section 448.095, the County is required to terminate this Contract if it has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1); whereupon, the Contractor will not be eligible for award of a public contract for at least one (1) year from the date of such termination.

iv) Contractor is advised that pursuant to Florida Statutes Section 448.095, if the County has a good faith belief that a Subcontractor knowingly violated Florida Statutes Section 448.095(2) (but that the Contractor has otherwise complied with said Florida Statute), that the County is required to promptly notify the Contractor of such violation and order the Contractor to immediately terminate its contract with the applicable Subcontractor.

b) Legally Authorized Workforce

i) Contractor is advised that the County has entered into an agreement (the IMAGE Agreement) with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent knowingly hiring unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE. Accordingly, by submitting its Offer, Contractor represents and warrants:

aa) that Contractor is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States;

bb) that all of Contractor's employees are legally eligible to work in the United States; and

cc) that the Contractor has actively and affirmatively verified such eligibility utilizing the E-Verify system and/or the Federal Government's Employment Eligibility Verification Form (the Form I-9).

ii)A mere allegation of Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Contractor unless the County has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1) or such allegation has been determined to be factual by ICE prior to the date the Contract is scheduled to be awarded by the County.

iii)Good faith claims/beliefs of the Contractor's use of unauthorized workers must be reported to both of the following agencies: The County's Compliance Services hotline at (813) 272-6554; and ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE (1-866-347-2423).

c) IMAGE Best Practices

Contractor is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Subcontractors:

i)Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

ii)Use the Social Security Number Verification Service and make a good faith effort to correct and verify the names and Social Security numbers of the current workforce. Establish a written hiring and employment eligibility verification policy.

iii)Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not be limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.

iv)Require the Form I-9 and E-Verify process to be conducted only by individuals who have received appropriate training and include a secondary review as part of each employee's verification to minimize the potential for a single individual to subvert the process.

v)Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.

vi)Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.

vii)Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when practicable, incorporate the verification requirements in Subcontractor agreements.

viii)Establish a protocol for responding to letters received from Federal and State government agencies

indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

ix) Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

x) Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

(xi) Maintain copies of any documents accepted as proof of identity and/or employment authorization for all new hires.

5.6. Contractor Use of Hillsborough County For Marketing Prohibited

The Contractor shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s) unless authorized to do so, in writing, by the County Administrator or his/her designee. In addition, the Contractor shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the Contractor's performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s). This does not prevent the Contractor from including the County on its client lists and/or listing or using the County as a reference.

5.7. Contractor's Responsibilities

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work and/or Project. If the Contractor observes that the Specifications are at variance with such laws, ordinances, rules or regulations, then the Contractor will give the County prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order, Unilateral Change Order or Modification Agreement to the Contract. If the Contractor performs any Work knowing that such Work is contrary to such laws, ordinances, rules and regulations and without giving such notice to the County, the Contractor will bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to ensure that the Specifications are in accordance with such laws, ordinances, rules and regulations.

5.8. County as Intended Beneficiary of Subcontracts

The County shall be an intended substantial beneficiary of the written agreements between the Contractor and its subcontractors.

5.9. Emergencies

In emergencies affecting the safety of persons, the Work/Project or property at the site of such Work/Project or

adjacent thereto, the Contractor, without special instruction or authorization from the County, is obligated to act at the Contractor's discretion to prevent threatened damage, injury or loss. The Contractor shall give the County prompt written notice of any significant changes in the Work/Project or deviations from the Contract Documents caused thereby, and a Change Order, Unilateral Change Order or Modification Agreement shall be issued covering the changes and deviations involved. If the Contractor believes that additional work done by it in an emergency which arose from causes beyond the Contractor's control entitles the Contractor to an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim for the same. Such increase in Contract Price and/or extension of the Contract Time will be included in the Change Order, Unilateral Change Order or Modification Agreement if such claim is approved by the County.

5.10. Failure to Perform

If, during the Contract Period, the Contractor should refuse or otherwise fail to perform any of its obligations under the Contract, the County reserves the right to:

- a) Obtain the goods, Services and/or Work from another contractor; and/or
- b) Terminate the Contract; and/or
- c) Suspend/debar the Contractor from bidding on County solicitation documents for a period of up to twenty-four (24) months; and/or
- d) Pursue any and all other remedies available to the County.

5.11. Fiscal Non-Funding/Availability of Funding

The award of this Solicitation Document is contingent upon the availability of funding. Furthermore, if funding during the Contract Period becomes unavailable, the County reserves the right to terminate the Contract after providing the Contractor no less than twenty-four (24) hours written notice, provided that, the County will pay the Contractor for any authorized goods and/or Services provided prior to the Contractor's receipt of said termination notice. The County shall be the final authority as to the availability of funds.

5.12. Hand Sanitizer Ordinance

Hand Sanitizer Ordinance; Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 28, Article III. (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the use of portable restrooms.) Pursuant to Hillsborough County Ordinance; Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 28, Article III (Hand Sanitizer Ordinance), as amended, every portable restroom in service in Hillsborough County which does not have a hand washing facility located within the portable restroom must have an operable hand sanitizer dispenser containing sanitation liquid affixed to the inside of the portable restroom or immediately adjacent to the portable restroom. The Contractor is solely responsible for ensuring that any and all portable restrooms owned or leased by the Contractor are in compliance with the ordinance.

5.13. Equal Employment Opportunity; Non-Discrimination Clause

During the performance of this Contract, the Contractor shall comply with the following:

- (a) **Hillsborough County**

(i) Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits discrimination on the basis of race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in apprenticeships, training programs, employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

(ii) Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that the County shall not deprive any person of any right because of race, sex, age, national origin, religion, disability or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

(b) State of Florida

(i) Florida Constitution, Preamble and Article I, section 2 protect citizens from being deprived of inalienable rights because of gender, race, religion, national origin, or physical disability.

(ii) Florida Statutes section 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.

(iii) Florida Statutes section 112.043, prohibits age discrimination in employment.

(iv) Florida Statutes section 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.

(v) Florida Statutes section 448.07, prohibits wage rate discrimination on the basis of sex.

(vi) Florida Civil Rights Act of 1992, Florida Statutes sections 760.01 - 760.11, as amended.

(vii) Florida Statutes section 509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability, or national origin

(viii) Florida Statutes section 725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for services performed.

(ix) Florida Fair Housing Act, Florida Statutes sections 760.20 - 760.37.

(x) Florida Statutes section 760.40, provides for the confidentiality of genetic testing and requires informed consent prior to such testing.

(xi) Florida Statutes section 760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.

(xii) Florida Statutes section 760.51, provides for remedies and civil penalties for violations of civil rights.

(xiii) Florida Statutes section 760.60, prohibits discriminatory practices of certain clubs.

(xiv) Florida Statutes section 760.80, provides for minority representation on boards, commissions, council, and committees.

(c) Federal

(i) Section I of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, section 1.

- (ii) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
- (iii) Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P.L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P.L. 111-2, 123 Stat. 5.
- (iv) Civil Rights Acts of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. section 1981.
- (v) Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.
- (vi) Civil Rights Restoration Act of 1987, P.L. 100-259, 102 Stat. 28.
- (vii) Civil Rights Act of 1991, P.L. 102-166, 105 Stat. 1071.
- (viii) Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.
- (ix) Equal Opportunity Regulations, 41 CFR section 60-1.4, as amended.
- (x) Standards for a Merit System of Personnel Administration, 5 CFR section 900.601 et seq.
- (xi) Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, 41 CFR Chapter 60.
- (xii) Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended.
- (xiii) Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.
- (xiv) Age Discrimination in Employment Act of 1967, 29 U.S.C. section 621 et seq., P.L. 90-202, as amended.
- (xv) Age Discrimination Act of 1975, 42 U.S.C. section 6101 et seq., P.L. 94-135, 89 Stat. 728, as amended.
- (xvi) Older Americans Amendments of 1975, 42 U.S.C. section 3001 et seq., P.L. 94-135, 89 Stat. 713.
- (xvii) Americans with Disabilities Act of 1990, 42 U.S.C. section 12101 et seq., as amended by the ADA Amendments Act of 2008, P.L. 110-325, 122 Stat. 3554.
- (xviii) Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. section 4212, as amended.
- (xix) Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- (xx) State and Local Fiscal Assistance Act of 1972, as amended.
- (xxi) Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.
- (xxii) Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. sections 5.100-5.605.
- (xxiii) Executive Order 13673, Fair Pay and Safe Workplaces.
- (d) If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows:
 - (i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time to time, or added to (newly promulgated) from time to time, during the term of resulting contracts.

5.14. Indemnification

a) General Liability Indemnification- with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall be liable for the actions of its agents, employees, partners, or subcontractors and shall indemnify, defend, and hold harmless the County, and its 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/or 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 the County.

b) Patent and Copyright Indemnification - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall indemnify, defend, and hold harmless the County from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a County's misuse or modification of Contractor's products or County's operation or use of Contractor's products in a manner not contemplated by the Contract. 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 County 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 for the County the right to continue using the product, the Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. The County shall not be liable for any royalties.

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

- i) written notice of any action or threatened action;
- ii) the opportunity to take over and settle or defend any such action at Contractor's sole expense; and
- iii) 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 the County in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

5.15. Injury and/or Damage Claims

Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of its employees, agents or others for whose acts it is legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

5.16. Interpretation and Intent of Contract Documents

The Contract Documents are complementary; what is called for by one Contract document is as binding as if called for by all of the Contract Documents. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor must bring it to the County's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given preference in the following order: 1) Agreement, 2) Amendment(s) (if applicable to this Solicitation Document), 3) Specifications, 4) Special Terms and Conditions, 5) General Terms and Conditions, and 6) Instructions. Any Work that may reasonably be inferred from the Specifications and/or drawings/maps as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which, when applied, have a well-known technical or trade meaning shall be deemed to refer to such

recognized standards. In case of conflict, the more stringent requirements shall take precedence.

5.17. Laws and Regulations

The Contractor is hereby advised that all applicable Federal and State laws, municipal and County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the goods, Services and/or Work provided under this Contract shall be deemed to be a part of this Contract.

5.18. Legally Required Statement and Provisions Regarding Access to Records for Services Contracts

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that the Contractor/Service Provider has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Contractor/Service Provider is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Contractor/Service Provider. As stated below, the Contractor/Service Provider may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Contractor/Service Provider is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Contractor/Service Provider advice regarding its legal rights or obligations.

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:

i) 813-272-5790,

ii) StromerS@HCFLGov.net,

iii) Procurement Services, 601 E. Kennedy Blvd., 25th Floor, Tampa, Florida 33602.

If under this Contract, the Contractor is providing services and is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, the Contractor will comply with public records law, and agrees to:

i) Keep and maintain public records required by the County to perform the services.

ii) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.

iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the County.

iv) Upon completion of the Contract, transfer at no cost to the County, all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the Contractor to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Contract by the County.

5.19. Maintenance of Records/Public Records Law

a) In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Bidders/Proposers should be aware that this Solicitation Document and all Offers are in the public domain and are available for public inspection. Bidders/Proposers are requested, however, to identify specifically any information contained in their Offers which they consider confidential and/or proprietary, inclusive of trade secrets as defined in s. 812.081, Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law and including narrative explaining the applicable legal exemption as it relates specifically to Bidder's/Proposer's confidential and/or proprietary information.

b) All Offers received in response to this Solicitation Document will become the property of the County and will not be returned. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the County.

c) All materials that qualify for exemption from Chapter 119, Florida Statutes, or other applicable law must be submitted in an attachment or in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with Bidder's/Proposer's name and the Solicitation Document number marked on the outside.

d) The County will not accept Offers when the entire Offer is labeled as exempt from public disclosure.

e) Be aware that the designation of an item as exempt from public disclosure by a Bidder/Proposer may be challenged in court by any person or entity. By designation of material in the Offer as exempt from public disclosure, Bidder/Proposer agrees to defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Bidder's/Proposer's designation of material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Bidder's/Proposer's designation of material as exempt from public disclosure.

5.20. No Assignment of Contract

The Contractor may not make any assignment of the resulting Contract between the County and the Contractor, in whole or in part, without the prior written authorization of the County. Failure to obtain prior written authorization of the County will result in a delay of payment(s) at a minimum and may result in termination for breach of contract.

5.21. Non-Exclusive Contract

Award of this Contract shall impose no obligation on the County to utilize the Successful Bidder/Proposer for all Services and/or Work of this type, which may develop during the Contract Period. This is not an exclusive Contract. The County specifically reserves the right to concurrently contract with other companies for similar Services and/or Work if it deems such action to be in the County's best interest.

5.22. Notices to Contractor

Notices to the Contractor shall be served upon the Contractor by electronic mail (e-mail), facsimile, U.S. mail, hand delivery, courier delivery, or express mail delivery of said notice to the Contractor's residence, place of business and/or with the Contractor's designated agent.

5.23. Notices to the County

Contact information (County's Project Manager) will be provided to the Contractor with the initial Blanket Purchase Agreement (BPA), Contract Purchase Agreement (CPA), and/or Standard Purchase Order (SPO).

5.24. Payment and Completion

a) The Project Manager, within fifteen (15) Days of receipt of each invoice will either approve or reject the invoice. If the Project Manager rejects the invoice, then the invoice will be returned to the Contractor and will state, in writing, the reason for rejecting the invoice. In the event the Contractor receives a rejected invoice, the Contractor may make the necessary corrections and resubmit the invoice to the Project Manager. Within thirty (30) Days of approval of an invoice for payment, the County will pay the Contractor the amount approved.

b) The Project Manager's approval of any payment requested in an invoice shall constitute a representation by the Project Manager to the County that the conditions precedent to the Contractor being entitled to payment as set forth herein have been fulfilled.

c) The Project Manager's approval of final payment shall constitute an additional representation by him/her to the County that the conditions precedent to the Contractor's being entitled to final payment as set forth herein have been satisfied.

d) The Project Manager may refuse to approve, in whole, or in part, an invoice if, in his/her opinion, he/she is unable to make the representation to the County that all the conditions precedent to the Contractor being entitled to payment have been satisfied. The Project Manager may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous approval of such payment, to such extent as may be necessary in his/her opinion to protect the County from loss because:

i) The Work is defective;

ii) Claims have been filed or there is reasonable evidence indicating the probable filing thereof; or

iii) The Contract Price has been reduced because of Change Order, Unilateral Change Order or Modification Agreement.

e) As established by Florida Statute 218.74(2) payment for the purchase or lease of goods and services shall be made within forty-five (45) Days after the date a proper invoice is presented for payment to the County's Finance Department, Clerk of the Circuit Court, as Accountant to the Board of County Commissioners and as Chief Disbursement Officer.

5.25. Payment to Contractor by Electronic Payment Solution

ACH (Direct Deposit): If the Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit. The Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance will be sent to the Contractor via e-mail.

5.26. Payment to Subcontractors

By submission of an invoice, the Contractor certifies that all subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the Contractor prior to receipt of any further progress payments. During the Contract Period and upon completion of the Contract, the County may request documentation to certify payment to subcontractors and/or suppliers. This provision in no way creates any contractual relationship between any subcontractor and the County or any liability on the County for the Contractor's

failure to make timely payment to the subcontractors and/or suppliers.

5.27. Performance Standards and Product Quality

In the event the Specifications omit details concerning performance standards and/or product quality, the Contractor shall use only the best commercial practices and/or materials and workmanship of the highest quality when performing this Contract.

5.28. Project Manager's Status

a) County's Representatives: The Project Manager shall be the County's representative during the Contract Period. The duties, responsibilities and the limitations of authority of the Project Manager during the Contract Period are set forth in this section and shall not be extended without the written consent of the County's Board of County Commissioners or designee.

b) Rejecting Defective Work: The Project Manager will have the authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective and/or does not conform to the requirements of any inspection, test or approval). The Project Manager will also have the authority to require special inspection or testing of the Work.

5.29. Severability

In the event any section, sentence, clause or provision of this Contract is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of this Contract shall not be affected by such determination and shall remain in full force and effect.

5.30. Solid Waste Collection and Disposal

Solid Waste Collection and Disposal; Hillsborough County, Florida- Code of Ordinances and Laws, Part B, Public Utilities, Chapter 130, Article II. (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the Contractor to remove or dispose of solid waste.) Pursuant to Hillsborough County, Florida- Code of Ordinances and Laws, Part B, Public Utilities, Chapter 130, Article II (Solid Waste Collection and Disposal), as amended, all solid waste accumulated as a result of this Contract that the Contractor is required to remove and dispose of, and which the Contractor chooses not to self haul, shall be removed and disposed of by one of the three authorized Hillsborough County solid waste franchise collectors. For a list of the authorized franchise collectors, please contact the Public Works Department/Solid Waste Division at 813-272-5680. The use of any other company or entity for the collection and disposal of solid waste in the Hillsborough County solid waste service area may be a violation of Chapter 130, Hillsborough County, Florida Code of Ordinances and Laws, Part B, Public Utilities, as amended.

5.31. Starting The Work

The Contractor will start the Work and/or Project on the date determined by the County in its Purchase Order or Notice to Proceed.

5.32. Statement of Assurance

During the performance of this Contract, the Contractor herein assures the County, that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the Contractor does not on the grounds of race, color national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

5.33. Suspension of Work

Upon seven (7) Days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and/or Project and terminate this Contract. In such case the Contractor shall be paid for all Work executed and/or goods delivered to and accepted by the County.

5.34. Termination for Contractor Engaging in Business Operations in Cuba or Syria and Termination for Contractor Being on the Scrutinized Companies Lists Set Forth in Florida Statutes, Section 287.135

Contractor is advised that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services of One Million Dollars (\$1,000,000) or more if such company (i) is engaged in business operations in Cuba or Syria, (ii) is on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (iii) is on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473). The County reserves the right to terminate the Contract if the County discovers that the Contractor has submitted a false certification regarding the Contractor's business operations in Cuba or Syria and/or the Contractor's presence on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (hereinafter referred to collectively as the "Scrutinized Companies Lists"). In addition, the County reserves the right to terminate the Contract if, prior to the award of the Contract or during the Contract Period, the Contractor engages in business operations in Cuba or Syria and/or the Contractor has been placed on one or more of the Scrutinized Companies Lists.