



# Request for Proposals

Communications and Engagement Intranet Solution

RFP-25-00145

HCFL.gov/Vendors  
(813) 272-5790



**Hillsborough  
County Florida**  
Procurement Services

**IMPORTANT! PLEASE READ CAREFULLY BEFORE SUBMITTING PROPOSAL**

- SOLICITATION TYPE: Competitive Sealed Proposals
- SOLICITATION NUMBER: **RFP-25-00145**
- SOLICITATION TITLE: **Communications and Engagement Intranet Solution**
- BRIEF DESCRIPTION: The Hillsborough County Board of County Commissioners (County) is seeking competitive sealed proposals from experienced and qualified suppliers with a proven and documented track record of providing cloud-hosted internal communications solutions, also known as intranet platforms.
- DUE DATE & TIME: **March 10, 2025, 2:00 P.M.** Eastern Time (our clock)
- PRIMARY CONTACT: **Sakina Ford, Chief Buyer**
- PROPOSAL SUBMISSION: The County will only accept proposals submitted through its electronic bidding system (Bonfire). Proposals that are submitted or delivered by non-electronic means (hard-copy paper), facsimile, electronic mail (e-mail), electronic file, or means other than through the County's electronic bidding system (Bonfire) will **not** be accepted or considered. Please visit our vendors webpage ([hcfl.gov/vendors](http://hcfl.gov/vendors)) for information regarding vendor registration, electronic bid submission, procurement opportunities, and other important resources.
- TIMELINESS: To preserve the integrity of the competitive sealed proposal process, proposals submitted after the due date and time listed above, unless otherwise amended, cannot and will not be accepted. Please do not wait until the last minute, hour, or day to submit your proposal, as you may encounter technical difficulties or issues that cannot be resolved before the due date and time. When preparing to submit your proposal, please read and follow all instructions regarding formatting and other details related to the form(s) to be used. Again, please do not wait until it's too late for assistance. We value and need your participation, so the last thing we want is for you to miss this opportunity.
- QUESTIONS:
- Questions regarding technical difficulties or errors encountered while submitting proposals through Bonfire must be directed to Bonfire Support at (800) 354-8010, [support@gobonfire.com](mailto:support@gobonfire.com) or the Bonfire Vendor Help Center ([vendorsupport.gobonfire.com](http://vendorsupport.gobonfire.com)).

- Questions regarding the specifications or solicitation document must be directed to the primary contact listed above using the “messages” section in Bonfire for this particular procurement.
- Questions regarding vendor registration, training, or general questions must be directed to the Supplier Engagement Team at (813) 272-5790 or [iSupplier@HCFL.gov](mailto:iSupplier@HCFL.gov).

CONE OF SILENCE:

A Cone of Silence is in effect for this procurement; therefore, no proposer, 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 this procurement and/or a related protest, except as otherwise provided in the [Hillsborough County Procurement Protest Policy and Procedures Ordinance](#). The Cone of Silence does not prohibit a proposer from communicating with the Director of Procurement, staff in the Procurement Services Department, or the County’s attorney assigned to this procurement. Violating the Cone of Silence may disqualify the proposer from consideration for award. Please refer to the **Instructions** for complete details about the Cone of Silence.

INSURANCE:

Insurance coverage **is** required for this procurement. Please see **Special Terms and Conditions** for complete details and requirements.

SURETY (BONDS):

Proposal, performance, and/or payment surety **is not** required for this procurement.

E-VERIFY:

The Department of Homeland Security's Image Program and E-Verify apply to this procurement. Please see **General Terms and Conditions** for complete details and requirements.

## **1. SPECIFICATIONS**

### **1.1. Scope**

1.1.1 The Hillsborough County Communications and Digital Media Department (CDM) seeks to award a Contract to a qualified contractor with a proven and documented track record of providing services substantially similar in scope and size, to provide a best-in-class, enterprise-grade, cloud-hosted internal communications solution (Solution) also known as an intranet platform. The Solution will help the County connect all employees (regardless of work setting or location) to internal news, events, training opportunities, critical updates, and directives from executive leadership, while improving visibility, trust, collaboration opportunities, and organizational alignment.

1.1.2 The County seeks to centralize and streamline access to internal information, providing a single trusted source of truth and ensuring that all employees are equipped with the processes, protocols, news, and information required to do their jobs well. In addition, the Solution shall provide crisis/urgent communications tools to reach all employees when it matters most: ensuring safety, compliance, and that all staff are informed as circumstances arise and evolve.

### **1.2. Background**

1.2.1 As a government entity, all employees are subject to activation to serve County residents in times of storms, pandemics, and other states of emergency, and thus are dependent on an intranet platform of utmost speed and reliability.

1.2.2 The County's current platform has been in place since 2012, is outdated, and does not offer the complex mix of technology and scalability now required by the County's diverse workforce. The current platform does not extend itself for use by employees beyond the confines of the County's network (on-premises or by VPN/RDP) to enable effective communications with employees regardless of location or device.

1.2.3 The County's current platform supports more than 5,600 employees under the County Administrator who will all need access to the new Solution. In addition, the County offers limited intranet access to other local agencies including:

- 1.2.3.1 Clerk of Circuit Courts & Comptroller
- 1.2.3.2 Children's Board
- 1.2.3.3 Environmental Protection Commission
- 1.2.3.4 Property Appraiser
- 1.2.3.5 Supervisor of Elections
- 1.2.3.6 13th Judicial Court Administration

### 1.3. Applicable Publications, Terminology, and Acronyms

1.3.1 The following publication(s) of the issue in effect on date of this solicitation, forms a part of this specification:

1.3.1.1 International Organization for Standardization ISO 27001, Information security, cybersecurity and privacy protection – Information security management systems – Requirements.

<https://www.iso.org/standard/27001>

1.3.1.2 Association of International Certified Professional Accountants (AICPA) System and organization Controls SOC 1, Service Organizations: Internal Control over Financial Reporting (ICFR), and SOC 2, Service Organizations: Trust Services Criteria.

<https://www.aicpa-cima.com/resources/landing/system-and-organization-controls-soc-suite-of-services>

1.3.1.3 Federal Information Processing Standard (FIPS) 140-3, Security Requirements for Cryptographic Modules.

<https://csrc.nist.gov/pubs/fips/140-3/final>

1.3.1.4 National Institute of Standards and Technology (NIST) Advanced Encryption Standard (AES)-256.

<https://www.nist.gov/publications/advanced-encryption-standard-aes-0>

1.3.1.5 Rehabilitation Act of 1973, Section 508, Federal Electronic and Information Technology.

<https://www.access-board.gov/about/law/ra.html#section-508-federal-electronic-and-information-technology>

1.3.1.6 Transport Layer Security (TLS) 1.3, Performance.

<https://www.wolfssl.com/docs/tls13>

1.3.1.7 Web-based Intranet and Internet Information and Applications 1194.22.

<https://www.access-board.gov/ict/guide/web.html>

1.3.1.8 Electronic and Information Technology Accessibility Standards, 1194.41, Information, documentation, and support.

<https://www.corada.com/documents/36-cfr-parts-1194-section508-2000/1194-41>

1.3.2 The following terminology of the issue in effect on date of this solicitation, forms a part of this specification:

1.3.2.1 “Solution” shall mean best-in-class, enterprise-grade, cloud-hosted internal communications solution, also known as an intranet platform.

1.3.2.2 “Gamification” shall mean game-like elements for an intranet platform – levels, badges, leaderboards, points and rewards for employee behaviors or actions.

1.3.2.3 “Geofencing” shall mean a virtual geographic boundary, enabling software to trigger when a device enters or natively resides in a particular geographic area.

1.3.2.4 “iCalendar” shall mean a file that allows sharing of calendar content.

1.3.2.5 “Secure Sockets Layer” (SSL) shall mean a protocol that enables secure communication between devices and applications on the internet.

1.3.2.6 “Transport Layer Security” (TLS) protocol shall mean a cryptographic protocol used to encrypt data and authenticate connections over the internet.

1.3.2.7 “ServiceNow” shall mean the County's 311 customer relationship management (CRM) solution provider.

1.3.2.8 “Schema” shall mean a structured framework or plan.

1.3.2.9 “ChatBot” shall mean a software application or web interface that is designed to mimic human conversation through text or voice interactions. Type a question get an answer.

1.3.3 The following acronyms are used throughout the Request for Proposal (RFP) documentation and provided for reference:

AES	Advanced Encryption Standard
AI	Artificial Intelligence
AICPA	Association of International Certified Professional Accountants
app	Application
FIPS	Federal Information Processing Standard
GCC	Government Community Cloud



HRIS	Human Resources Information System
ICFR	Internal Control over Financial Reporting
ICS	Internet Calendaring and Scheduling
ISO	International Organization for Standardization
NIST	National Institute of Standards and Technology
PDF	Portable document format
RDP	Remote desktop protocol
SMS	Short message services
SOC	System and Organization Controls
SSL	Secure Sockets Layer
SSO	Single Sign On
TLS	Transport Layer Security
U.S.	United States
VPN	Virtual private network
WYSIWYG	What you see is what you get

#### **1.4. Minimum Requirements**

1.4.1 The Proposer's Solution shall be wholly owned, managed, and implemented by the Contractor.

1.4.2 The Proposer's Solution shall meet, at a minimum, the following:

1.4.2.1 Accessibility on both mobile and desktop devices.

1.4.2.2 Functionality as follows:

1.4.2.2.1 All-in-one standalone platform built on an enterprise grade framework.

1.4.2.2.2 Secure cloud-based solution hosted in U.S.-based data center(s) only.

1.4.2.2.3 All sub processors shall be U.S.-based.

1.4.2.2.4 On-premises only solutions will not be considered.

1.4.2.3 Natively supported multichannel communications as follows:

1.4.2.3.1 Notifications sent through one (1) or more selected channels and can be targeted by employee role, location, department, and other hyper-targeted criteria.

1.4.2.3.2 Notifications manually triggered to send.

1.4.2.3.3 Notifications scheduled to send at a later date(s) and time(s).

1.4.2.3.4 Notifications easily re-sent as needed.

1.4.2.3.5 Scheduling aided by AI and based on engagement history.

1.4.2.3.6 Email notifications to include electronic newsletter design capabilities through intuitive WYSIWYG.

1.4.2.3.7 SMS notifications.

1.4.2.3.8 Contractor provided mobile app push notifications with the ability to set the duration that the notification is live.

1.4.2.3.9 Desktop notifications including the ability to set the duration that the notification is live.

1.4.2.3.10 Microsoft Teams notifications including the ability to set the duration that the notification will remain live and viewable to end users.

1.4.2.3.11 Supports multiple digital signage displays, customizable by various facets (location, department, etc.).

1.4.2.4 Employee directory integrations and application security as follows:

1.4.2.4.1 Multifactor authentication options for all internal access to backend environment.

1.4.2.4.2 Microsoft Active Directory.

1.4.2.4.3 Microsoft Entra ID, formerly Azure Active Directory

1.4.2.4.4 Azure Active Directory.

1.4.2.4.5 Oracle Cloud HRIS and EBS (optional).

1.4.2.4.6 Interactive organizational chart that allows users to search for employees by multiple facets.

1.4.2.4.7 Allows a mix of permissions, to include:

1.4.2.4.7.1 Allowing employees to update custom data fields not tracked through integration (skill sets, professional licenses, hobbies, etc.).

1.4.2.4.7.2 Integrated data fields that are blocked from manual changes by end users.



1.4.2.5 Documents and Files as follows:

1.4.2.5.1 Available native local storage for files.

1.4.2.5.2 Seamless integration with SharePoint file storage.

1.4.2.6 Personalization as follows:

1.4.2.6.1 Allows audience segmentation and content targeting based on various user facets.

1.4.2.6.2 Allows user experience design tools, including personas, journey mapping, design testing, and optimization.

1.4.2.6.3 Supports granular persona groups.

1.4.2.6.4 Supports targeted geofencing for hyper-targeted notifications and content.

1.4.2.6.5 Secure access and data sharing with external parties, non-gated content accessible anywhere.

1.4.2.6.6 Allows users to customize the content they receive.

1.4.2.6.7 Allows for mandatory/required content in varying formats, including but not limited to, PDF, native web page, email, SMS message, and push notification, to show across the organization regardless of content preferences.

1.4.2.7 Collaboration Tools as follows:

1.4.2.7.1 Supports creating collaborative communities or subsites for departments, divisions, groups, and project teams within and across verticals.

1.4.2.7.2 Subsites support granular access permissions.

1.4.2.7.3 Subsites support same integration with Microsoft 365 applications.

1.4.2.8 A platform-based calendar to include, but not limited to:

1.4.2.8.1 Multiple calendars

1.4.2.8.2 ICS, also known as iCalendar

1.4.2.8.3 Calendar notification subscriptions

1.4.2.8.4 Integration of Exchange/Outlook calendars.

1.4.2.9 On Platform Analytics as follows:

1.4.2.9.1 All content created on platforms shall be centrally measured (page content, SMS messaging, push notifications, email messaging, content shares, and content “likes”).

1.4.2.9.2 Search analytics to include, but not limited to, keywords, queries, and searches with no results.

1.4.2.9.3 Allows and measures content sharing and content ratings.

1.4.2.9.4 Pulse surveys.

1.4.2.9.5 Measures the following:

1.4.2.9.5.1 Content performance (page views, sessions, clicks, referrals, time on page, user ratings, day and time-based data, and conversion rates).

1.4.2.9.5.2 Analytics data by audience segments.

1.4.2.9.5.3 File download analytics.

1.4.2.9.5.4 User engagement analytics.

1.4.2.9.5.5 Unified messaging performance for Email, SMS, and Push.

1.4.2.9.5.6 Content ratings and share rates.

1.4.2.9.5.7 Visit ratings by groups, subgroups, and other facets.

1.4.2.10 Gamification as follows:

1.4.2.10.1 Ability to recognize and reward employees with badges, kudos, and shoutouts.

1.4.2.10.2 Ability to add earned skills to employee profiles.

1.4.2.10.3 Ability for employees to engage in peer-to-peer kudos.

1.4.3 The Proposer’s Solution shall meet infrastructure and security requirements as follows:

1.4.3.1 The Proposer and Solution shall be subject to a cybersecurity review. Such reviews may require the Proposer to complete a cybersecurity questionnaire and participate in interviews with County Information Technology and Cyber Security staff. Ultimately, the Proposer shall be required to demonstrate current compliance with the County's cybersecurity requirements prior to contract award. Failure to clearly demonstrate current compliance with the County's cybersecurity requirements will result in the rejection of the Proposal.

#### 1.4.3.3 Encryption

1.4.3.4.1 Data encrypted at rest using AES-256 and FIPS 140-3.

1.4.3.4.2 All connections to support SSL/TLS 1.3 protocol.

1.4.3.4.3 In the event of a data/system breach, the Contractor shall alert the County within 30 days of breach.

#### 1.4.3.5 Section 508 (Federal Electronic and Information Technology) Compliance

1.4.3.5.1 Compliance with Web-based Intranet and Internet Information and Applications (1194.22) and Information, Documentation and Support (1194.41).

#### 1.4.3.6 Search Capabilities

1.4.3.6.1 Federated search to search content from the Solution, as well as any integrations (MS Teams, ServiceNow).

1.4.3.6.2 Supports natural language searching.

1.4.3.6.3 AI enhanced searching and results.

1.4.3.6.4 Personalized search results.

1.4.3.6.5 Adherence to and enforcement of access permissions as defined by the target systems' security and authorization protocols. Target solutions may include Microsoft 365 applications, ServiceNow, and Oracle EBS.

#### 1.4.3.7 Content Management and Governance

1.4.3.7.1 Management:

1.4.3.7.1.1 Intuitive WYSIWYG content creation interface.

1.4.3.7.1.2 Support for multiple home pages to target specific employee groups, events, and other facets.

1.4.3.7.1.3 Support for custom content templates.

1.4.3.7.1.4 Ability to mark content as must-read (mandatory).

1.4.3.7.1.5 Native ability to monitor which employees have and have not read content.

1.4.3.7.1.6 Native ability to re-notify employees who have not read content.

1.4.3.7.1.7 Support for tagging schemas for content categorization and improved findability.

1.4.3.7.1.8 Support for image accessibility.

1.4.3.7.1.9 Support for content preview before publishing to channels.

1.4.3.7.1.10 Ability to promote content through all communications channels (SMS, push notification, email, MS Teams, digital signage).

#### 1.4.3.7.2 Governance:

1.4.3.7.2.1 Granular management of access rights and privileges down to page level.

1.4.3.7.2.2 Support for scheduling content to publish and unpublish at a certain date and time.

1.4.3.7.2.3 Support for content workflows (creators, approvers, reviewers) with notifications and feedback mechanism.

1.4.3.7.2.4 Granular delegation of responsibilities by group permissions.

1.4.3.7.2.5 Secure data sharing (SSL).

1.4.3.7.2.6 SSO options.

#### 1.4.3.8 Mobile support and mobile app

1.4.3.8.1 Support for custom branding.

1.4.3.8.2 Compatible with and engaging with mobile and tablet viewport sizes with no reduction in functionality.

1.4.3.8.3 Mobile app compatibility with Apple and Android platforms, and available on both app stores.

1.4.3.8.4 Mobile app with no gap in features from what is available on the desktop version.

#### 1.4.3.9 Integrations

1.4.3.9.1 Real-time access to integrated solutions within the platform.

1.4.3.9.1.1 Microsoft 365 (Outlook, Teams, SharePoint).

1.4.3.9.1.2 Must be able to integrate with Office 365/Microsoft 365 Government GCC.

1.4.3.9.1.3 ServiceNow.

1.4.3.9.2 Integrations for SSO and account access/roles/employee data.

1.4.3.9.2.1 Microsoft Active Directory.

1.4.3.9.2.2 Microsoft Entra ID, formerly Azure Active Directory

1.4.3.9.2.3 Azure Active Directory.

1.4.3.9.2.4 Oracle Cloud HRIS and EBS (optional).

#### 1.4.3.10 Chatbot

1.4.3.10.1 Support for natural language.

1.4.3.10.2 Support for access to external business applications (ServiceNow, Microsoft 365).

1.4.3.10.3 Support for AI-assisted content recommendations and personalization options.

#### 1.4.3.11 Artificial Intelligence

1.4.3.11.1 County data shall not be used for the development, enrichment, or improvement (e.g. data mining, machine learning, training) of Contractor's service, products, or offerings made generally

available to other customers, without explicit opt-in consent from the County.

1.4.3.11.2 AI-enhanced search to perform at scale as data demands increase.

1.4.3.11.3 AI-enhanced, robust encryption and security features to protect data from unauthorized access, disclosure, or misuse.

1.4.3.11.4 Input data provided by Hillsborough County will be owned by the County.

**1.4.3.12 Support:**

1.4.3.12.1 99.9% uptime.

1.4.3.12.2 24/7 support.

1.4.3.12.3 Management of all solution infrastructure, hosting, security, and updates/upgrades.

1.4.4 The Contractor shall provide implementation in accordance with the requirements of this solicitation.

1.4.5 The Contractor shall provide multitier product training to include:

1.4.5.1 System administrator training.

1.4.5.2 Content producer/manager training.

1.4.5.3 Data analyst training.

**1.5. Instructions to Proposers**

1.5.1 The Proposer shall submit a comprehensive Proposal that meets or exceeds the minimum requirements of this solicitation. The Proposer's response shall include the following:

1.5.1.1 An Executive Summary as an attachment, limited to no more than five (5) pages and using no less than a 10-point font size which shall include:

1.5.1.1.1 Cover Page

1.5.1.1.2 Name and title of the Proposer's contact representative for the County, as well as the name and title of the engagement manager, if different from the contact representative.



1.5.1.1.3 Proposer's address

1.5.1.1.4 Proposer's phone number

1.5.1.1.5 Proposer's website Link

1.5.1.1.6 Proposer's history, date established, overview, and organizational profile.

1.5.1.1.7 The Proposer shall have at the time of submission, documented experience implementing solutions for organizations substantially similar in scope and size to Hillsborough County. No value-added resellers nor third party implementation partners will be considered. The Proposer shall submit a list of five (5) client references, documenting qualifications and experience, to include.

1.5.1.1.7.1 Client Name

1.5.1.1.7.2 Contact name and title

1.5.1.1.7.3 Contact Email

1.5.1.1.7.4 Contact Phone number

1.5.1.1.7.5 Project Title

1.5.1.1.7.6 Implementation Date

1.5.1.1.8 Proposer's organizational chart identifying the functions and reporting relationships of key people directly responsible for managing implementation and account management, to include any subcontractors.

1.5.1.1.9 The Proposer shall have a U.S.-based headquarters and shall submit documentation, to include but not limited to, address and phone number.

1.5.1.2 The Proposer shall have at the time of submission and submit as an attachment, the following certifications:

1.5.1.2.1 ISO 27001, Information security, cybersecurity and privacy protection – Information security management systems – Requirements.

1.5.1.2.2 AICPA System and organization Controls SOC 1, Service Organizations: ICFR.

1.5.1.2.3 AICPA System and organization Controls SOC 2, Service Organizations: Trust Services Criteria.

1.5.1.3 The Proposer's Solution Details as an attachment, to include, but not limited to, Solution name, features, brochure(s), and integration format and layout, documenting how the Solution meets or exceeds the requirements of this solicitation.

1.5.1.4 An Implementation Plan, as an attachment, that guides the process, minimizes risks and achieves successful outcomes that meet the needs of the County, minimizes disruptions, and provides a smooth transition for employees. The Implementation Plan shall include a clear alignment of both functional and technical objectives, resource optimization, communication, risk mitigation, monitoring and evaluation processes, and a timeline.

1.5.1.5 Cost

1.5.1.5.1 The Proposer shall submit a cost proposal using the Proposal Pricing Table for the overall cost of the initial contract term, including professional services for implementation, testing and training, and software solution subscription for years one (1), two (2), and three (3).

1.5.1.5.2 The Proposer shall submit, as an additional attachment, the Implementation Phase Milestones, with cost breakdown for progress payments, to included work activities/events to cover the three (3) main phases of the project: 1) Implementation, 2) Testing, and 3) Training.

1.5.1.5.2.1 The sum of the work activities/events, as applied to each phase, shall equal the total cost proposed for Line one (1) of the Proposal Pricing Table.

1.5.1.5.2.2 Progress payments will be made to the awarded Contractor based upon the services completed per the Implementation Phase Milestones.

1.5.1.6 A copy of the Proposer's Disaster Recovery Plan, as an attachment.

**1.6. Proposal Response (Attachments)**

The Proposer shall submit as their Proposal the following required attachments only. Note: Bonfire has a file size limitation of 1GB.

1.6.1 Submit with Offer

1.6.1.1 Affidavit of Compliance

- 1.6.1.2 Drug Free Workplace Form (Optional)
- 1.6.1.3 Proposer Requirements/Acknowledgements Questionnaire
- 1.6.1.4 Deviation(s) Questionnaire (Optional)
- 1.6.1.5 Request for DM/DWBE Bonus Points (Optional)
- 1.6.1.6 Proposer acknowledgement(s) of Addenda (If applicable)
- 1.6.1.7 Declaration of Documents Exempt from Public Disclosure (Optional)
- 1.6.1.8 Software License Terms, if requesting changes to the County's standard provisions (Optional)
- 1.6.1.9 Executive Summary
- 1.6.1.10 Required Certifications
- 1.6.1.11 Solution Details
- 1.6.1.12 Implementation Plan
- 1.6.1.13 Proposal Pricing Table
- 1.6.1.14 Implementation Phase Milestones
- 1.6.1.15 Disaster Recovery Plan
- 1.6.2 Complete upon County's Request
  - 1.6.2.1 Insurance Certificate
  - 1.6.2.2 Substitute W-9
  - 1.6.2.3 Cloud Vendor Security Questionnaire

## **2. SPECIAL TERMS AND CONDITIONS**

### **2.1 Evaluation/Selection Process**

2.1.1 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.

### 2.1.2 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.

2.1.2.1 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.

2.1.2.2 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).

### 2.1.3 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
Quality of the Proposed System and its ability to achieve the County's objectives	30
Proposer's Organization Qualifications and Experience.	30
Quote/Cost Total.	25
Proposer's understanding of the scope and objectives, technical approach and work plan presented.	15
Total:	100
DM/DWBE Bonus Points:	5
Total Possible Points:	105

\*Please refer to Section 4, Instructions, Paragraph 4.16, Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) Participation, for specific requirements.

### 2.1.3.1 Project Cost Proposal

2.1.3.1.1 The maximum points shall be awarded to the responsive and responsible Proposer with the lowest cost Proposal.

2.1.3.1.2 Points assigned to all other Proposals will be assigned proportionally according to the following formula: (Lowest Cost Proposal/Other Proposers' Offered Costs) x Maximum Points = Score.

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

## 2.2 Insurance, Contractor

2.2.1 During the life of the Agreement, the Contractor shall provide, pay for, and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of A-, Class 7 or better, authorized to transact business in the State of Florida, and which are satisfactory to the County.

2.2.2 All policies of insurance required by the Agreement shall require that the Contractor give the County thirty (30) Days written notice of any cancellation, intent not to renew, or reduction in coverage and ten (10) Days written notice of any non-payment of premium. Such notice shall be delivered by U.S. Mail to: Director, Risk Management Division, Hillsborough County, 601 E. Kennedy Blvd, Tampa, Florida 33602. In the event of any reduction in the aggregate limit of any policy, the Contractor shall immediately restore such limit to the amount required herein.

2.2.3 All insurance coverages provided by the Contractor shall be primary to any insurance or self-insurance program of the County which is applicable to the Work provided for in the Agreement.

2.2.4 Receipt by the County of any Certificate of Insurance or copy of any policy evidencing the insurance coverages and limits required by the Contract Documents does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Contract Documents.

2.2.5 No work for the County shall commence or occupancy of any of its property take place until the required Certificates of Insurance and copies of the policies, if requested, are received by the County and written Notice to Proceed is issued to the Contractor by the County.

2.2.6 The insurance coverages and limits required of the Contractor under the Contract Documents are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for the Contractor. Contractor shall

be responsible for the sufficiency of its own insurance program. Should the Contractor have any questions concerning its exposure to loss under the Contract Documents or the insurance coverages needed therefore, it should seek professional assistance.

2.2.7 If the insurance coverage initially provided by the Contractor is to expire prior to completion of the Work, renewal Certificates of Insurance shall be furnished to the County the ten (10) Days prior to expiration of current coverages.

2.2.8 Should the Contractor fail to maintain the insurance coverages required by the Contract Documents, the County may, at its option, either terminate this Agreement for default or procure and pay for such coverage, charge the Contractor for and deduct the costs of the same from payments due the Contractor. A decision by the County to procure and pay for such insurance coverage shall not operate as a waiver of any of its rights under the Contract Documents.

2.2.9 All Commercial General Liability and Builder's Risk liability insurance policies obtained by the Contractor to meet the requirements of the Contract Documents shall provide that the County, its employees and agents shall be additional insureds under the Policy and shall also incorporate a Severability of Interest provision. All insurance coverages provided under this Section shall apply to all the Contractor's activities under the Contract Documents without regard for the location of such activity. Liability policies shall only be written on the Occurrence form.

2.2.10 Coverage amounts and type of insurance shall conform to the following minimum requirements with the use of current Insurance Service Office form and endorsements or their equivalent.

2.2.11 Worker's Compensation and Employer's Liability Insurance. Coverage shall be maintained by the Contractor for all employees engaged in the Work, in accordance with the laws of the State of Florida.

2.2.12 The amount of such insurance shall not be less than:

2.2.12.1 Workers' Compensation - Florida Statutory Requirements

2.2.12.2 Employer's Liability:

\$ **N/A** Limit Each Accident

\$ **N/A** Limit Disease Each Employee

\$ **N/A** Limit Disease Aggregate

2.2.12.3 Commercial General Liability Insurance. Coverage shall include, but not be limited to: Bodily Injury and Property Damage, Damage, Damage to Rented



Premises, Medical expenses, Personal and Advertising Injury, and Products and Completed Operations:

\$ **N/A** Bodily Injury and Property Damages - Each Occurrence

\$ **N/A** Damages to Rented Premises - Each Occurrence

\$ **N/A** Medical Expenses - Any One Person

\$ **N/A** Personal and Advertising Injury - Each Occurrence

\$ **N/A** Products/Completed Operations - Each Occurrence

\$ **N/A** General Aggregate

\$ **N/A** Products/Completed Operations Aggregate

2.2.12.4 Business Automobile Liability Insurance: Coverage shall be maintained by the Contractor as to the ownership, maintenance, and use all of its owned, non-owned, leased or hired vehicles ("any auto") with limits of not less than:

2.2.12.4.1 Bodily Injury & Property Damage Liability: \$ **N/A** Combined Single Limit Each Accident.

2.2.12.5 All Risk Coverage: For Purposes of this Contract, Builder's Risk coverage **is not** required; and Installation Floater Coverage **is not** required. If either or both are required, the Contractor shall provide coverage which includes the following minimum requirements:

2.2.12.5.1 All Risk coverage shall be issued by insurance company(s) approved by the State of Florida Department of Insurance and acceptable to the County. Coverages and endorsements must be on forms acceptable to the County. The premium for this insurance shall be paid for by the Contractor, with any deductibles being the sole responsibility of the Contractor.

2.2.12.5.2 Builder's Risk limits of coverage shall be 100% of the completed value of any building(s) or structure (s), or 100% of the value of the equipment to be installed, as appropriate; Installation structure(s), or 100% of the value of the equipment to be installed, as appropriate; Installation Floater coverage shall provide for loss of the installed equipment, no labor or fees, prior to final completion of the project.

2.2.12.5.3 Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "occupancy clause"; or similar

warranty or representation that the building(s) or structure(s) will not be occupied.

2.2.12.6 Professional Liability/Errors and Omissions Insurance **is not** required. Minimum **\$N/A**

2.2.12.7 Pollution/Environmental Liability Insurance **is not** required. Minimum **\$N/A**

2.2.12.8 Cyber Liability **is** required. Contractor shall provide cyber liability insurance for the duration of the contract and for the period in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores, or has access to client data, whichever is longer, with a combined single limit of no less than **\$1,000,000** per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Hillsborough County or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment card data and Protected Health Information ("PHI") in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Hillsborough County data.

2.2.12.9 Certificates of Insurance: Certificates of Insurance evidencing the insurance coverage specified herein, when required, shall be filed with the Procurement Services Department within ten (10) Days after Notice of Award. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to the Agreement. Certificates shall have the signature of the producer or authorized Representative of the insurer(s). Certified copies of insurance policies shall be provided to the County upon request.

2.2.13 Failure of the Contractor to submit the required Certificates of Insurance within the times required by this Section may result in a delay in issuing the Notice to Proceed. The parties specifically agree that such a delay is neither excusable nor compensable and will not entitle the Contractor to a change in the Contract Price or Time.

## **2.3 Information Technology**

### **2.3.1 Software Licensing Provisions**

2.3.1.1 Unless otherwise proposed, the Standard Software Licensing Provisions below shall apply. Proposers may include their firms' licensing provisions as an alternative to the Standard Software Licensing Provisions. Proposers are cautioned not to incorporate any terms or conditions into their proposed software license provisions other than those that are customary and/or usual or which result in a modification to their proposal. Such inclusions may result in the rejection of their Proposal in its entirety.

2.3.1.2 Scoring of Software Licensing Provisions: Software licensing provisions will be evaluated and scored by the County as follows:

2.3.1.2.1 Proposals that contain no alternative software licensing provisions: These proposals shall receive the maximum score allowed as identified within this Request for Proposal (RFP).

2.3.1.2.2 Proposals that contain alternative software licensing provisions: The County will score how closely the proposers' software license provisions match the Standard Software Licensing Provisions with more points awarded for fewer deviations.

2.3.1.3 Selection of Apparent Successful Proposer and Negotiation of Software License Provisions: The apparent successful proposer will be the vendor with the best combination of attributes as demonstrated in the solicitation scores.

2.3.1.3.1 Negotiations: If necessary, the County will enter into negotiations of the software license provisions with the apparent successful proposer in order to agree to mutually acceptable provisions. These negotiations shall be limited to a reasonable time period. If in the County's sole determination the negotiations exceed a reasonable time period, the County shall terminate the negotiations with the apparent successful proposer and enter into negotiations with the next highest scoring proposer.

2.3.1.3.2 Successive apparent successful proposer(s): Upon failure to negotiate mutually acceptable software license provisions, and termination of negotiations with the apparent successful proposer, the next highest scoring proposer will become the new apparent successful proposer and the County will enter into negotiations of the software license provisions with this vendor as described in the previous paragraph. This process shall be repeated if necessary to obtain mutually acceptable software license provisions.

#### **2.3.1.4 Standard Software Licensing Provisions**

2.3.1.4.1 Licensed System, Services: The Contractor/Licenser (Licensor) grants and County accepts upon the terms and conditions contained herein, nontransferable license to use of "Licensed System" as herein defined and described. This Licensed System shall be used solely for the County's own purposes. The Licensed System shall include in its meaning, any improvements, additions, or modifications of the version or versions of the Licensed System which Licensor has licensed the County to use, and materials, documentation and technical information provided to County in written form and identified in the RFP, for use in connection

with the Licensed System. The Licensor further agrees to perform certain services relating to the Licensed System as set forth herein.

2.3.1.4.2 Payment for Software: The County shall pay the Contractor/Licensor the license fee in full within forty-five (45) days upon delivery of the software and receipt of a proper invoice as defined in the Hillsborough County Prompt Payment Procedures, which are on file at the Board of County Commissioners Accounting Department, County Center, 601 E. Kennedy Blvd., 12th Floor, Tampa, Florida 33602.

2.3.1.4.3 Copies: The County shall have the right to reproduce for internal use all of the Licensed System and Documentation described in RFP for its internal users, subject to the requirements on use, disclosure, and proprietary notice set forth herein.

2.3.1.4.4 Proprietary Information: To the extent authorized by Florida law, the parties agree to take reasonable steps to preserve the confidential and proprietary nature of information provided by the other party. The County shall include and shall not alter, remove or cancel, any copyright, trade secret or other proprietary notices on the Licensed System.

#### **2.3.1.5 Warranties**

2.3.1.5.1 Licensed System; Services: Licensor warrants that, on the Acceptance Date, the Licensed System furnished hereunder shall be free from significant programming errors and from defects in workmanship and materials, and shall operate and conform to the performance capabilities, specifications, functions and other descriptions and standards applicable thereto as set forth in the RFP; that, in general, the Licensor shall perform the services in a timely and professional manner utilizing qualified professional personnel; and that the Licensed System and service shall conform to the standards generally observed in the industry for similar Licensed Systems and services. If the Licensor allows the County to modify the source code, the County will adhere to the Licensor prescribed procedures for such modifications. The warranty shall not be invalidated if the County modifies the code in accordance with Licensor prescribed procedures.

2.3.1.5.2 Ownership; Authority: Licensor warrants that it has full power and authority to grant the rights granted by these License Provisions to County with respect to Licensed System without the consent of any other person or entity. Licensor also warrants that neither the performance of the services by Licensor nor the license to and use by County of the Licensed System and documentation, including the copying of the

Licensed System and documentation, will in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure or other rights of any third party.

2.3.1.5.3 Compliance with Applicable Laws: Licensors warrants that Licensed System, its license to and use by County, and the performance by Licensors of the services, shall be in compliance with all applicable laws, rules and regulations.

2.3.1.5.4 Licensors Fulfillment Of Warranty Obligations: If, at any time during the twelve (12) month period immediately following the Acceptance Date, Licensors or County, or both, discover any defects, errors or non-conformities in the Licensed System or any other respect in which the Licensed System fails to conform to the provisions of any warranty contained in these License Provisions, Licensors shall, at no cost to the County, promptly correct such defects, error(s) or non-conformities by, among other things, supplying the County with such corrective codes and making such additions, modifications, or adjustments to the package as may be necessary to keep the Licensed system in operating order in conformity with the warranties herein.

2.3.1.5.5 Limited Warranty: Licensors warranties are limited to those set forth in this agreement and do not include any other express or implied warranties, including implied warranty of merchantability and fitness for a particular purpose.

2.3.1.5.6 Limitation of Liability: In no event shall Licensors be liable for any indirect, exemplary, incidental, or consequential damages arising out of or otherwise relating to the use or performance of the System or any components thereof, however caused, even if Licensors has been advised of the possibility or likelihood of such damages.

#### **2.3.1.6 Improvements; Modifications**

2.3.1.6.1 Improvements, which shall mean any additions or modifications made by the Licensors to or in the Licensed System at any time after acceptance testing in the Licensed System, that improve the efficiency and effectiveness of the basic program function(s) described in the RFP and which do not change such function(s) or create one or more new ones, shall be furnished to the County at no charge, provided the County maintains current support with the Licensors.

2.3.1.6.2 Program Changes. If, at any time after the Acceptance Date, Licensors shall develop any changes in the Licensed System which affect

the basic program, function(s) of the Licensed System, or adds one or more new ones, these shall be furnished to the County at no charge, provided the County maintains current support with the Licensor.

#### **2.3.1.7 Indemnification**

2.3.1.7.1 Licensor agrees to defend, indemnify, and shall hold harmless County, its employees and agents from and against any claim, suit, demand, or action alleging that the System or any component thereof infringes a U.S. patent or copyright, or any Trade Secret, or any other intangible property rights of any third party.

2.3.1.7.2 If a third-party claim seriously endangers or disrupts County's quiet enjoyment and use of the Licensed System, Licensor shall:

2.3.1.7.2.1 replace the Licensed System, at no additional charge, with a compatible, functionally equivalent and non-infringing product, or

2.3.1.7.2.2 modify the Licensed System, without additional charge, to avoid the infringement, or

2.3.1.7.2.3 if approved by the County, obtain a license for the County to continue the use of the Licensed System for the term of these License Provisions and pay all additional fee(s) necessary to acquire such license up to \$1,500,000.00.

2.3.1.8 Source Code: Upon the occurrence of a Source Code Delivery Event, Licensor shall deliver to County a full and complete set, for the most current version of each of the Computer Program(s), of source code on computer magnetic media; all necessary and available information, proprietary information, and technical documentation that shall enable County to create, maintain and/or enhance the licensed material without the aid of Licensor or any other person or reference to any other materials; maintenance tools (test programs and program specifications); proprietary or third-party systems utilities (compiler and assembler descriptions); description of the system/program generation; and descriptions and locations of programs not owned by Licensor, but required for use and/or support. The license granted hereunder includes the right, exercisable upon such delivery, to use such materials for purposes of County's providing internally, or procuring from Permitted Contractors, such maintenance and support as County may require with respect to the Computer Program(s) and, as incident thereto, to copy and modify the Computer Program(s) in support of the authorized uses of the Computer Program(s).



For purposes of these Provisions, "Source Code Delivery Event" means the combination and completion of the following:

2.3.1.9 County encounters Licensor's inability or failure to correct material error(s) in the Computer Program(s) for any reason, or otherwise to carry out in any material respect the maintenance or support obligations set forth in these Provisions for any reason; or

2.3.1.10 Licensor files a petition in bankruptcy or petition to take advantage of any insolvency action, makes an assignment for the benefit of its creditors, consents to the appointment of a receiver for itself or the whole or substantially all of its property, is adjudicated a bankrupt on a petition in bankruptcy filed against it, files a petition or answer seeking reorganization or arrangement or other aid or relief under any bankruptcy or insolvency laws for the relief of debtors, or is the subject of an order, judgment, or decree entered by a court of competent jurisdiction appointing a receiver for Licensor or the whole or substantially all of its property, or approval of a petition filed against Licensor or the whole or substantially all of its property, or approval of a petition filed against Licensor seeking reorganization or arrangement of Licensor under any bankruptcy or insolvency laws or any other law for the relief of debtors; and

2.3.1.10.1.1 The County has notified Licensor by certified mail of the occurrence of such an event described above and has demanded that Licensor deliver the Source Code for all Computer Program(s); and Either:

2.3.1.10.1.2 Licensor has failed to file, within ten (10) Days after receipt of such notification, an affidavit, or declaration with County by an officer of Licensor stating that the event described in item (1) and specified in such notification has not occurred or has been cured; or

2.3.1.10.1.2.1 an affidavit or declaration stating that such event has not occurred or has been cured is filed, either.

2.3.1.10.1.2.2 Licensor subsequently accepts County's demand notwithstanding Licensor's prior opposition, or

2.3.1.10.1.2.3 a court of competent jurisdiction subsequently determines that an event described in item (1) above has in fact occurred and has not been cured.

## 2.4 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.

## 2.5 Price Escalation/De-Escalation (CPI)

2.5.1 Any reference in the solicitation to price adjustments or price escalations shall mean price decreases as well as increases unless otherwise stipulated. Unit prices or rates in contracts that are longer than twelve (12) months and include a provision for price adjustments based on movement in the U.S. Department of Labor's Consumer Price Index for All Urban Consumers (CPI-U) (1982 84=100) may be adjusted annually, only after the initial term of the of the Contract, upon the County's decision to implement the renewal option. The awarded unit prices or rates will be effective for three (3) years beginning on the date of purchase order issuance or contract effective date, whichever is later. The awarded vendor may request unit price or rate adjustments no later than 30 days prior to the start of each anniversary of the renewal period. The unit prices or rates may be adjusted, up or down, based on the percentage movement of the "CPI for All Urban Consumers (CPI-U) 1982-84=100 (Unadjusted)" posted at <https://data.bls.gov/cgi-bin/surveymost?bls>.

2.5.2 The baseline index will be the month and year in which the contract begins. The adjustments will not be cumulative and will be computed from the original awarded (base) prices or rates. Adjustments shall be computed using the latest cited CPI-U that is published and available on the date the County receives the adjustment request in writing. The unit price(s) changed as a result of these adjustments shall become effective on the first day of the next anniversary of the renewal period. Adjustments will not be retroactive or prorated. If an adjustment is requested during the term of the contract, the County reserves the right to also request an adjustment in the same prescribed manner, especially if the CPI-U decreases and it is deemed to be in the County's best interest. Price adjustments shall be accomplished using the simple percentage method, which will adjust the base rate by the same percentage as the percent change in the CPI-U. Following is an example of the calculation:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	122.2	123.7	125.1	126.6	127.4	126.9	126.7	126.7	127.5	127.5	128.1	128.2
2012	128.7	129.1	130.5	130.9	130.8	130.0	130.0	131.2	132.1	132.2	132.1	132.2
2013	131.8	132.4	132.9	132.2	132.2	132.8	132.7	132.9	132.9	133.0	133.0	133.3
2014	133.5	133.5	134.0	135.0	135.7	135.8	135.8	135.8	135.3	134.8	134.7	134.5
2015	133.0	132.1	132.6	132.3	132.9	133.0	132.9	132.2	131.8	131.4	132.1	131.7
2016	131.8	131.3	131.0	131.3	131.3	131.0	131.3	131.2	130.9	131.8	132.0	132.2
2017	132.5	132.8	132.6	132.8	133.2	133.3	133.7	134.8	135.9	135.8	137.0	137.9
2018	138.7	139.5	139.6	140.1	141.5	143.4	144.3	144.6	145.5	146.8	146.9	146.9
2019	147.1	146.6	146.3	145.8	146.8	147.1	146.4	146.3	146.0	146.2	147.7	147.5
2020	146.9	146.7	145.7	143.7	140.6	142.1	145.0	145.4	146.0	148.4	150.0	151.0
2021	151.8	154.5	157.4	159.9	164.2(P)	165.0(P)	165.3(P)	165.6(P)				

P : Preliminary. All indexes are subject to revision four months after original publication.

#### Calculation Example

CPI2 = CPI-U at time of adjustment calculation (May 2019): 146.8

CPI1 = CPI-U at time base rate was awarded and set (June 2018): 143.4

CPI2/CPI1: 1.023

Base rate: \$1,000.00

Multiplied by 1.023

Equals adjusted rate \$1,023.00

For subsequent years, the base rate (CPI1) remains the same and the adjustment calculation will show the change from the base rate. Following shows the second adjustment using the example above:

CPI2 = CPI-U at time of adjustment calculation (May 2020): 140.6

CPI1 = CPI-U at time base rate was awarded and set (June 2018): 143.4

CPI2/CPI1: 0.980

Base rate: \$1,000.00

Multiplied by 0.980

Equals adjusted rate \$980.00

## **2.6 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.

## **2.7 Contract Period for Term Contract**

The Contract resulting from this Solicitation Document will be in effect for a **three (3)**-year period (ending on the last day of the final month) following implementation, as outlined in the Proposal timeline.

## **2.8 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.

## **2.9 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

## **2.10 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.

## **2.11 Renewal Option (Unilateral)**

At the sole option of the County, through the Board of County Commissioners or designee, this Contract may be renewed for one (1) additional three (3)-year period(s) at the same prices, terms and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest.

## **2.12 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.

## **2.13 Travel Reimbursement**

Travel reimbursement expenses must be pre-authorized by the Department Director and be consistent with and be reimbursed in accordance with the County's Policy for Authorization and Reimbursement for Travel and Section 112.061 Florida Statute.

### 3.0 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.

#### 3.1 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.

#### 3.2 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.

#### 3.3 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.

#### 3.4 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.

#### 3.5 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.

#### 3.6 Board of County Commissioners

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



### **3.7 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.

### **3.8 Business Day(s)**

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

### **3.9 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.

### **3.10 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.

### **3.11 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.

### **3.12 Contract Price**

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

### **3.13 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.

### **3.14 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.

### **3.15 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.

### **3.16 County**

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

### **3.17 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.

### **3.18 Day(s)**

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

### **3.19 Designee**

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

### **3.20 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.

### **3.21 Electronic Bidding System**

"Electronic Bidding System" shall mean the County's Electronic Bidding System.

### **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.

## **4.0 INSTRUCTIONS**

### **4.1 Bid Submissions**

4.1.1 The County shall only accept Offers through its Electronic Bidding System.

4.1.2 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/Equal Employment Opportunity (AA/EEO) Compliance**

4.2.1 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.

4.2.2 Offeror acknowledges and agrees that it shall comply with all applicable state and federal Affirmative Action/Equal Employment Opportunity (AA/EEO) requirements.

### **4.3 Award of Contract and Rejection of Bids**

4.3.1 The County, in its sole discretion, may determine whether acceptance of the Bid/Quote is in the best interest of the County. Further, the County reserves the right to reject any and all Bids/Quotes and to waive any informality concerning a Bid/Quote

whenever such rejection or waiver is in the best interest of the County and in conformance with Florida Law.

4.3.2 The County also reserves the right to reject the Bid/Quote of any Bidder:

4.3.2.1 determined to be non-responsible due to failure to perform properly or timely on a comparable contract; and

4.3.2.2 who is not in a position to perform the contract.

4.3.3 Bidder must have the capacity, knowledge, skill, and general ability to fully perform. Bidder must also have the integrity, reliability and other applicable qualities that will ensure good faith performance. The County reserves the right to require Bidder to submit documentation and other evidence attesting to the Bidder's responsibility. The County may reject Bidder's Bid/Quote if, at the County's sole discretion, Bidder fails to submit documents and evidence of responsibility and/or the County has determined that the Bidder is not responsible.

#### **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 County's Electronic Bidding System.

#### **4.6 Bidder/Proposer Request for Interpretation of Solicitation Document**

No interpretation of the meaning of the Specifications or Scope of Work contained in this Solicitation or related Contract Documents will be made to any Bidder/Proposer orally. Every request for such interpretation must be submitted in writing through the electronic bidding system (Bonfire). **To be given consideration, such requests must be received no later than 14 calendar days after the date of Solicitation issuance in Bonfire, site visit, or pre-bid conference, whichever is later.** All interpretations and supplemental instructions provided by the County will be in the form of a written amendment which, if issued, will be communicated to all Bidders/Proposers who have acknowledged participation within Bonfire. All issued amendments shall become part of the Contract Documents. The "Primary Contact" information on Page 1 of this Solicitation is provided in the event assistance is needed. No Bids or Proposals shall be submitted or accepted through electronic mail (e-mail), facsimile, or by hard copy (paper). Bids and Proposals will only be accepted and considered if submitted through Bonfire.



#### **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:

4.7.1 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

4.7.2 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:

<https://hcfl.gov/businesses/doing-business-with-hillsborough/vendors/vendor-policies-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.**

4.10.1 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.

4.10.2 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 (except sole source procurement) 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. Except as otherwise provide in this section, the Cone of Silence shall go into effect on the date a procurement solicitation is issued by the County and shall end the earlier of five (5) Business Days after the County posts its notice of intent to award the contract(s) associated with this solicitation or on the date the procurement solicitation is canceled by the County. However, if a protest is timely filed, then the Cone of Silence shall remain in effect for the duration of the protest process including the exhaustion of any related appeals related to the protest. 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's Procurement Services Department, County Procurement staff, 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 Procurement staff person listed as the contact in the applicable procurement solicitation). **It is the responsibility of any Offeror/interested party to ensure that the Cone of Silence is no longer in effect prior to communicating with any person under the Cone of Silence** (including determining whether protests have been filed for the subject solicitation and the status of such protests – which extends the Cone of Silence time period as stated above). 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 Offer form; 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

4.16.1 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.

4.16.2 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 Minority and Small Business

Enterprises Division shall be responsible for reviewing the request for bonus points and shall determine the award of bonus points.

**4.16.3 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/>.

**\*\* Important Note** - DM/DWBE firms bidding as prime contractors shall be subject to the same DM/DWBE subcontractor participation goals as a non-certified DM/DWBE firm. Thus, in order to receive goal credit/bonus points, the DM/DWBE prime contractor must utilize other DM/DWBE firms/subcontractors and **cannot** use the resources of its own firm to achieve the DM/DWBE participation goal.

**4.16.4 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.

**4.16.5 2<sup>nd</sup> and 3<sup>rd</sup> Tier Participation for Projects over \$20 Million** – The Proposer will be allowed to utilize second (2<sup>nd</sup>) tier DM/DWBE participation (i.e., DM/DWBE subcontractor of 1<sup>st</sup> tier subcontractor) and third (3<sup>rd</sup>) tier DM/DWBE participation (i.e., DM/DWBE subcontractor of 2<sup>nd</sup> tier subcontractor) for goal attainment in projects/contracts valued at over Twenty Million Dollars (\$20,000,000).

**4.16.6 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:

4.16.6.1 The RFP number and title of the procurement solicitation;

4.16.6.2 The name of the DM/DWBEs firms to be utilized;

4.16.6.3 A commitment from the Proposer stating that 10% or more of its ultimate fees will be subcontracted to that DM/DWBE firm; and

4.16.6.4 The following documents should be attached to the Letter of Commitment:

4.16.6.4.1 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

4.16.6.4.2 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.

**4.16.7 Additional Contractor Requirements - If a Proposer receives bonus points and is ultimately awarded a contract pursuant to this RFP, then the following provisions shall apply:**

4.16.7.1 Subcontract Agreement(s) - Proposer/Contractor is required to submit to the County (using the County's Vendor Compliance System/B2GNOW) a copy of the fully executed subcontract agreement with the DM/DWBE firm(s) listed in Proposer's Letter of Commitment **within thirty (30) Days** of the County's award of the Contract to the Proposer/Contractor and/or issuance of a valid task/work order by the County. If the Proposer/Contractor and the DM/DWBE Subcontractor are unable to successfully negotiate a subcontract agreement within this thirty (30) Day timeframe, then the Proposer/Contractor must notify the County's Minority and Small Business Enterprises Division of the impasse reached in negotiations. Upon a review of the facts, if it is determined that a substitution of the DM/DWBE Subcontractor may be warranted, then the Minority and Small Business Enterprises Division will advise the Proposer/Contractor to select a substitute DM/DWBE Subcontractor. The substitute DM/DWBE Subcontractor must meet the same certification requirements as the originally proposed DM/DWBE Subcontractor, and the substitution must be approved, in writing, by the County's Minority and Small Business Enterprises Division.

4.16.7.2 Substitution of DM/DWBE Subcontractor – In the event of a change in circumstances that are beyond the control of the Proposer/Contractor (such as changes made by the County to the scope of work to be performed or the inability

of the DM/DWBE Subcontractor to perform the required services), the Proposer/Contractor shall submit a written explanation of the changed circumstances to the County's Minority and Small Business Enterprises Division and shall request a substitution of the original proposed DM/DWBE Subcontractor with another DM/DWBE. The substitution must meet the same certification requirements as the original proposed DM/DWBE and the substitution must be authorized, in writing, by the County's Minority and Small Business Enterprises Division. **The Proposer/Contractor shall not substitute with a non-DM/DWBE Subcontractor or complete the work using its own resources without the prior written approval of the County's Minority and Small Business Enterprises Division.** Approval of such substitution by the County will be provided only upon a showing that it is not reasonable or possible for the Proposer/Contractor to obtain the services of another certified DM/DWBE to complete the relevant portions of the County Contract.

4.16.7.3 Vendor Compliance System - Proposer/Contractor is required to utilize the County's Vendor Compliance System (B2GNOW) on a monthly basis to (a) report DM/DWBE subcontractor utilization, (b) confirm payments received from the County, and (c) list all payments made by the Contractor to DM/DWBE Subcontractors in that monthly period. **Contractors are required to report monthly payments to all DM/DWBE Subcontractors regardless of whether payment has been made to the Contractor by the County.** If no payment has been made by the County, then Contractor must report a zero (0) dollar amount in the Vendor Compliance System (B2GNOW). Proposers/Contractors are required to update their contact information in the County's Vendor Compliance System (B2GNOW) to ensure that Contractor maintains compliance with the County's contract compliance program.

4.16.8 Compliance Monitoring by the County - The County may utilize the following tools to determine if the Proposer/Contractor and/or Subcontractors are complying with their DM/DWBE utilization requirements and/or other requirements of the County's DM/DWBE Program:

4.16.8.1 Information generated by the County's Vendor Compliance System (B2GNOW) based on the required monthly payment/utilization reporting requirements of the County's DM/DWBE Program.

4.16.8.2 The County's Minority and Small Business Enterprises Division may make scheduled and/or unannounced project site visits to assess the Proposer's/Contractor's and/or Subcontractor(s) performance and/or compliance.

4.16.8.3 The County's Minority and Small Business Enterprises Division may require the Proposer/Contractor and/or Subcontractors to furnish the County



with additional documentation (separate from those generated by the County's Vendor Compliance System (B2GNOW)).

4.16.8.4 Communications, meetings and/or interviews with the Proposer/Contractor and/or Subcontractors, including their employees and/or agents, to identify and discuss other project-related matters or concerns such as performance and reporting relationships.

4.16.8.5 The Minority and Small Business Enterprises Division may review subcontract agreements, purchase orders and other related and relevant documents for the purpose of verifying that Subcontractors are performing and receiving payment for the work specified therein.

4.16.9 Notification of Non-Compliance

4.16.9.1 The County shall issue a non-compliance and/or "failure to meet goal" notification to the Proposer/Contractor if the County determines that the Proposer/Contractor is not in compliance with its DM/DWBE utilization requirements and/or the DM/DWBE Program requirements ("Non-Compliance Notice").

4.16.9.2 The Non-Compliance Notice shall specify the following:

4.16.9.2.1 Identify the compliance deficiencies;

4.16.9.2.2 Instruct the Proposer/Contractor to take the following actions ((I) or (II) below) to ensure its compliance with its DM/DWBE utilization requirements and/or the DM/DWBE Program requirements:

(I)

4.16.9.2.2.1 Immediately take action to correct the compliance deficiency; **and**

4.16.9.2.2.2 Submit a written commitment to the County, within five (5) Business Days of the date of the notice, specifying the corrective actions to be taken to remedy the compliance deficiencies. Such written commitment must include the specific actions to be taken and the date for completion.

**OR**

(II) Contact the County within five (5) Business Days of the date of the notice to discuss any issues preventing the Proposer's/Contractor's compliance with the DM/DWBE requirements and to identify a resolution to such issues. Such



resolution will be in writing and must be approved by the County's Minority and Small Business Enterprises Division.

4.16.9.3 The County's Minority and Small Business Enterprises Division shall have the right to approve the Proposer's/Contractor's written commitment and/or request modifications/adjustments to the Proposer's/Contractor's written commitment.

4.16.9.4 Any commitments made by the Proposer/Contractor to remedy its compliance deficiencies will not preclude future determinations of non-compliance based on the County's finding that the Proposer's/Contractor's commitments were not faithfully performed.

4.16.10 Non-Compliance – If the County issues a Non-Compliance Notice to the Proposer/ Contractor and the Proposer/Contractor subsequently fails to address and/or remedy the compliance deficiencies as specified in the Non-Compliance Notice, then this failure by the Proposer/Contractor (i) may be deemed by the County to be a material breach of the Contract, and (ii) shall entitle the County to exercise any or all of the remedies set forth in the Subsections below titled “Non-Performance of Contractor” and “Remedies for Non-Performance”.

4.16.11 Non-Performance of Contractor -

4.16.11.1 Failure by the Proposer/Contractor to comply with its DM/DWBE utilization requirements and/or comply with the requirements of the County's DM/DWBE Program may be considered by the County to be a material breach of contract.

4.16.11.2 Hillsborough County reserves the right to exercise any available remedy in the event of the Proposer's/Contractor's failure to comply with its DM/DWBE utilization requirements and/or comply with the requirements of the County's DM/DWBE Program.

4.16.11.3 Failure to perform under the terms of the Contract with regard to the DM/DWBE Program, includes, but is not limited to, the following:

4.16.11.3.1 Failure of the Proposer/Contractor to utilize the services of a DM/DWBE pursuant to a subcontract submitted to the County and utilized by the County in a determination of the Proposer's/Contractor's responsiveness to the DM/DWBE Program without the prior written approval of the County's Minority and Small Business Enterprises Division.

4.16.11.3.2 Failure of the Proposer/Contractor to address the compliance deficiencies as specified in a Non-Compliance Notice issued to the Contractor by the County.

4.16.11.3.3 Knowingly using a front company (i.e. a firm/business which is not, in fact, owned and controlled by minority individuals or women, but poses as such in order to participate in the County's Program) to achieve DM/DWBE participation on the County Contract.

4.16.11.3.4 Making any false statement(s) or using deceit for the purpose of influencing, in any way, any action of the County.

4.16.11.3.5 Unethical or other serious lack of business integrity with regard to DM/DWBE Contract performance.

4.16.11.3.6 Failure to report payments made to identified DM/DWBE businesses in the County's Vendor Compliance Management System (B2GNOW).

4.16.11.4 Remedies for Non-Performance - Remedies available to the County include, but are not limited to, the following:

4.16.11.4.1 Termination of the Contract with the County.

4.16.11.4.2 The exercise of any and/or all available legal remedies for breach of contract.

4.16.11.4.3 Either the total amount (or a percentage thereof as deemed appropriate by the County) paid to the Proposer/Contractor or firm under the Contract intended for expenditure with a DM/DWBE firm and not so expended may be forfeited and recoverable by the County.

4.16.11.4.4 Any violations under this section of any applicable local, state or federal law or rule shall be referred to the applicable law enforcement or regulatory agency for investigation and/or prosecution.

4.16.11.4.5 The Director of the County's Minority and Small Business Enterprises Division may recommend to the County's Director of Procurement Services that the Proposer/Contractor be suspended or debarred from bidding on and/or working on County contracts pursuant to the criteria set forth in the County's Procurement Policy. Failure of the Proposer/Contractor to comply with its DM/DWBE utilization requirements and/or reporting requirements may result in a non-responsibility determination of Bids/offers by the Proposer/Contractor on future procurement solicitations issued by the County and/or 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:

<https://hcfl.gov/departments/procurement>

#### **4.18 Electronic Payment Solution**

4.18.1 Automated Clearing House (ACH). Payments from the County will be made through an ACH payment solution where Offerors are paid with direct deposit. If the Offeror requests to opt out of being paid by direct deposit, then the Offeror should indicate its opt out in its Offer.

Note: If Bidder is already enrolled in the County's ACH solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.

4.18.2 To enroll in ACH, Bidders must complete the Direct Deposit Authorization Form (included in this solicitation) or at:

<https://hcfl.gov/businesses/doing-business-with-hillsborough>

#### **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:

4.21.1 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.

4.21.2 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.

4.21.3 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.

4.21.4 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 highest ranked

Proposer. Within ten (10) Business Days of receiving a request from the County, 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 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 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 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 Proposer's Offer and/or suspension of Proposer from bidding/proposing on County procurements.

#### **4.25 IRS Substitute W-9, Request for Taxpayers 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 Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting**

Proposers are advised that pursuant to Florida Statutes, Section 287.05701, the County cannot (a) request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible vendor, and (b) give preference to a Proposer based on the Proposer's social, political, or ideological interests.

#### **4.32 Prohibition Against Contracting with Entities of Foreign Countries of Concern if Entity Would Give Access to an Individual's Personal Identifying Information**

Proposers are advised that pursuant to Florida Statutes, Section 287.138, beginning January 1, 2024, the County cannot accept a bid on, proposal for, or reply to, or enter into a contract with an entity that would give access to an individual's personal identifying information if (a) the entity is owned by the government of a Foreign Country of Concern, (b) the government of a Foreign Country of Concern has a controlling interest in the entity, or (c) the entity is organized under the laws of or has its principal place of business in a Foreign Country of Concern. For purposes of this section, a "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country.

#### **4.33 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.

#### **4.34 Submittal Deadline**

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

#### **4.35 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.

#### **4.36 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.

#### **4.37 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 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:



5.2.1 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);

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

5.2.3 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:

5.2.3.1 Adjustments in pay quantity/quantities resulting from changes in item quantity/quantities; and/or,

5.2.3.2 Adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents.

### **5.3 Changes in 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.

### **5.4 Contractor Must Use E-Verify, Must Have Legally Authorized Workforce & Utilize IMAGE Best Practices**

#### **5.4.1 E-Verify**

5.4.1.1 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.

5.4.1.2 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.

5.4.1.3 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.

5.4.1.4 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.

#### **5.4.2 Legally Authorized Workforce**

5.4.2.1 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:

5.4.2.1.1 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;

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

5.4.2.1.3 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).

5.4.2.2 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.

5.4.2.3 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).

#### **5.4.3 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:

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

5.4.3.2 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.

5.4.3.3 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.

5.4.3.4 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.

5.4.3.5 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.

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

5.4.3.7 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.

5.4.3.8 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.

5.4.3.9 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.

5.4.3.10 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.

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

## **5.5 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.

## **5.6 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.

## **5.7 County as Intended Beneficiary of Subcontracts**

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

## **5.8 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.

## **5.9 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:

5.9.1 Obtain the goods, Services and/or Work from another contractor; and/or

5.9.2 Terminate the Contract; and/or

5.9.3 Suspend/debar the Contractor from bidding on County solicitation documents for a period of up to twenty-four (24) months; and/or

5.9.4 Pursue any and all other remedies available to the County.

## **5.10 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.

## **5.11 Hand Sanitizer Ordinance (05-8)**

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.

## **5.12 Equal Employment Opportunity; Non-Discrimination Clause**

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

### **5.12.1 Hillsborough County**

5.12.1.1 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.

5.12.1.2 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.

### **5.12.2 State of Florida**

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

5.12.2.2 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.

5.12.2.3 Florida Statutes section 112.043 prohibits age discrimination in employment.

5.12.2.4 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.

5.12.2.5 Florida Statutes section 448.07 prohibits wage rate discrimination on the basis of sex.

5.12.2.6 Florida Civil Rights Act of 1992, Florida Statutes sections 760.01 - 760.11, as amended.

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

5.12.2.8 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.

5.12.2.9 Florida Fair Housing Act, Florida Statutes sections 760.20 - 760.37.

5.12.2.10 Florida Statutes section 760.40 provides for the confidentiality of genetic testing and requires informed consent prior to such testing.

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

5.12.2.12 Florida Statutes section 760.51 provides for remedies and civil penalties for violations of civil rights.

5.12.2.13 Florida Statutes section 760.60 prohibits discriminatory practices of certain clubs.

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

### **5.12.3 Federal**

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

5.12.3.2 Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.

5.12.3.3 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.

5.12.3.4 Civil Rights Acts of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. section 1981.

5.12.3.5 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.

5.12.3.6 Civil Rights Restoration Act of 1987, P.L. 100-259, 102 Stat. 28.

5.12.3.7 Civil Rights Act of 1991, P.L. 102-166, 105 Stat. 1071.



5.12.3.8 Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73,42 U.S.C. 3601 et seq.

5.12.3.9 Equal Opportunity Regulations, 41 CFR section 60-1.4, as amended.

5.12.3.10 Standards for a Merit System of Personnel Administration, 5 CFR section 900.601 et seq.

5.12.3.11 Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, 41 CFR Chapter 60.

5.12.3.12 Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended.

5.12.3.13 Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.

5.12.3.14 Age Discrimination in Employment Act of 1967, 29 U.S.C. section 621 et seq., P.L. 90-202, as amended.

5.12.3.15 Age Discrimination Act of 1975, 42 U.S.C. section 6101 et seq., P.L. 94-135, 89 Stat. 728, as amended.

5.12.3.16 Older Americans Amendments of 1975, 42 U.S.C. section 3001 et seq., P.L. 94-135, 89 Stat 713.

5.12.3.17 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.

5.12.3.18 Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. section 4212, as amended.

5.12.3.19 Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

5.12.3.20 State and Local Fiscal Assistance Act of 1972, as amended.

5.12.3.21 Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.

5.12.3.22 Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. sections 5.100-5.605.

5.12.3.23 Executive Order 13673, Fair Pay and Safe Workplaces.

**5.12.4 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:**

5.12.4.1 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.

5.12.4.2 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.

5.12.4.3 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.

5.12.4.4 The Contractor will send to each labor union or representative of workers with which it has 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.

5.12.4.5 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.

5.12.4.6 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.

5.12.4.7 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.

5.12.4.8 The Contractor will include the provisions of the subparagraphs contained in this section titled "5.12.4 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" 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 is 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.**

### **5.13 Indemnification**

5.13.1 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.

5.13.2 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.

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

5.13.3.1 written notice of any action or threatened action;

5.13.3.2 the opportunity to take over and settle or defend any such action at Contractor's sole expense; and

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

#### **5.14 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.

#### **5.15 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.

#### **5.16 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.

#### **5.17 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:**

**813-272-5790,  
StromerS@HCFL.gov,  
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:

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

5.17.2 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.

5.17.3 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.

5.17.4 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.

#### **5.18 Maintenance of Records/Public Records Law**

5.18.1 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.

5.18.2 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.

5.18.3 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.

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

5.18.5 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.

#### **5.19 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.

#### **5.20 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.

#### **5.21 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.



## **5.22 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).

## **5.23 Payment and Completion**

5.23.1 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.

5.23.2 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.

5.23.3 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.

5.23.4 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:

5.23.4.1 The Work is defective;

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

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

5.23.5 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.

#### **5.24 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 as necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance will be sent to the Contractor via e-mail.

#### **5.25 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.

#### **5.26 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.

#### **5.27 Prohibition Against Contracting with Scrutinized Companies and Termination of Contracts with Scrutinized Companies**

5.27.1 Contractor is advised that Florida Statutes, Section 287.135, prohibits agencies and governmental entities from contracting (in any amount) with a company for goods and/or services that is (a) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), or (b) engaged in a boycott of Israel. The County reserves the right to terminate the Contract if the County discovers that the Contractor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.27.2 Contractor is advised that Florida Statutes, Section 287.135, prohibits agencies and governmental entities from contracting with a company for goods and/or services in the amount of One Million Dollars (\$1,000,000) or more if such company is (a) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (b) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473), or (c) engaged in business operations in Cuba or Syria. The County reserves the right to terminate the Contract if the County discovers that the Contractor has (i) submitted a false certification regarding the Contractor's business operations in the countries and/or industries listed in (a) through (c) of this paragraph, (ii) been placed on the Scrutinized Companies with

Activities in Sudan List, (iii) been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or (iv) engaged in business operations in Cuba or Syria.

## **5.28 Project Manager's Status**

**5.28.1 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.

**5.28.2 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.