

## Request for Proposal 7528

Title **Owner Occupied Housing Rehabilitation Program**  
 Close Date **05-DEC-2016 14:00:00**      Open Date **02-NOV-2016 14:04:44**  
 Time Zone **Eastern Time**

*Please submit your response to:*

<p>             Company <b>HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS</b>              Buyer <b>Segarra, Israel</b>              Location <b>BOCCOU</b>                        <b>601 E Kennedy Blvd</b>                        <b>Tampa, FL</b>                        <b>United States</b>              Phone <b>813-272-5636</b>              Fax              Email <b>segarra@hillsboroughcounty.org</b> </p>
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*When submitting your response, please include the following information.*

Your Company Name	
Address	
Contact Details	

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**1 Header Information**

**1.1 General Information**

Title	<b>Owner Occupied Housing Rehabilitation Program</b>	Buyer	<b>Segarra, Israel</b>
Open Date	<b>02-NOV-2016 14:04:44</b>	Email	<b>segarra@hillsboroughcounty.org</b>
Close Date	<b>05-DEC-2016 14:00:00</b>	Outcome	<b>Blanket Purchase Agreement</b>
Time Zone	<b>Eastern Time</b>		
Quote Style	<b>Sealed</b>		
Event	<b>Request for Proposal</b>		

**1.2 Terms**

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

**1.3 Requirements**

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

<b>Affirmation</b>
Yes
I represent that the Bidder/Proposer and/or its applicable representative(s) has reviewed the information contained in this Bid/Proposal and that the information submitted is accurate.
.....
Circle one from the response values below:
Yes
At this present time, we understand all requirements and state that as a serious Bidder/Proposer we will comply with all the stipulations included in this Solicitation Document. The above-named Bidder/Proposer affirms and declares: That the Bidder/Proposer is of lawful age and that no other person, firm or corporation has any interest in this Offer or in the Contract proposed to be entered into. That this Offer is made without any understanding, agreement, or connection with any other person, firm or corporation making a Offer for the same purpose, and is, in all respects, fair and without collusion or fraud. That the Bidder/Proposer is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County. That no officer or employee or person whose salary is payable, in whole or in part, from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Offer; in the performance of this Contract; in the supplies, materials, equipment, and Services and/or Work to which they relate; or in any portion of the profits thereof. That the Bidder/Proposer has carefully examined the site where the Services and/or Work are to be performed and that, from the Bidder's/Proposer's own investigations, the Bidder/Proposer is satisfied with the nature and location of the Project and/or Work to be performed; the character, quality and quantity of materials; the kind and extent of the equipment and other facilities needed for the performance of the Services and/or Work; the general and local conditions, all difficulties to be encountered; and all other items which may in any way affect the performance of the Services and/or Work. That the Bidder/Proposer has not altered the original Solicitation Document in any way and further understands that any such alteration of the original Solicitation Document may result in rejection of the Bidder's/Proposer's Offer. Bidder/Proposer understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with companies for goods and/or services that are One Million Dollars (\$1,000,000.00) or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. Bidder/Proposer hereby certifies that Bidder/Proposer is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Bidder/Proposer understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Bidder/Proposer to civil penalties, attorney's fees and/or costs.
.....
Circle one from the response values below:
Yes
<b>General Requirements</b>
Deviation(s): Any representation of deviation(s) may cause this Bid to be rejected by Hillsborough County. The following represents every deviation (itemized by number) to the foregoing Invitation to Bid upon which this Bid is based.
.....
Type <b>Optional</b>
.....
Provide your answer below
.....
In the event an Agreement is executed upon the award of this Invitation to Bid to the Bidder, the County will provide Successful Bidder with a copy of the executed Agreement, if applicable. The County prefers to provide the document via electronic mail (e-mail). However, if Bidder wishes to receive an original hard copy of the executed Agreement, it can be mailed. Indicate the delivery method desired.
.....
Circle one from the response values below:
Send electronic version
Send hard copy via U.S. Mail
Bidder is currently set up with a merchant account to accept payment by VISA credit card and will accept payment from the County by VISA account through the ePayables electronic payment solution. Note: If Bidder is already enrolled in the County's ePayables 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.

**General Requirements**

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

- Yes
- No

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

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

- Yes
- No

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

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

- Yes
- No

**Schedule of Bidder's Qualifications/References 1**

1. Project Name:

.....  
Provide your answer below

1. Contracted With:

.....  
Provide your answer below

1. Contact Person:

.....  
Provide your answer below

1. Address:

.....  
Provide your answer below

**Schedule of Bidder's Qualifications/References 1**

1. Telephone Number:

.....  
Provide your answer below

1. Fax Number:

.....  
Type **Optional**

.....  
Provide your answer below

1. E-mail Address:

.....  
Provide your answer below

1. Project Description:

.....  
Provide your answer below

1. Project Amount:

.....  
Value Type **Numeric Value only**

.....  
Provide your answer below

1. Project Period From:

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

.....  
Provide your answer below

**Schedule of Bidder's Qualifications/References 1**

1. Project Period To:

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

Provide your answer below

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

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

- Prime Contractor
- Subcontractor

**Schedule of Bidder's Qualifications/References 2**

2. Project Name:

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

Provide your answer below

2. Contracted With:

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

Provide your answer below

2. Contact Person:

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

Provide your answer below

**Schedule of Bidder's Qualifications/References 2**

2. Address:

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

Provide your answer below

2. Telephone Number:

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

Provide your answer below

2. Fax Number:

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

Provide your answer below

2. E-mail Address:

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

Provide your answer below

2. Project Description:

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

Provide your answer below

**Schedule of Bidder's Qualifications/References 2**

2. Project Amount:

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

Provide your answer below

2. Project Period From:

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

Provide your answer below

2. Project Period To:

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

Provide your answer below

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

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

Circle one from the response values below:

- Prime Contractor
- Subcontractor

**Schedule of Bidder's Qualifications/References 3**

3. Project Name:

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

Provide your answer below

**Schedule of Bidder's Qualifications/References 3**

3. Contracted With:

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

Provide your answer below

3. Contact Person:

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

Provide your answer below

3. Address:

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

Provide your answer below

3. Telephone Number:

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

Provide your answer below

3. Fax Number:

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

Provide your answer below

**Schedule of Bidder's Qualifications/References 3**

3. E-mail Address:

.....  
Type **Optional**

.....  
Provide your answer below

3. Project Description:

.....  
Type **Optional**

.....  
Provide your answer below

3. Project Amount:

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

.....  
Provide your answer below

3. Project Period From:

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

.....  
Provide your answer below

3. Project Period To:

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

.....  
Provide your answer below

Schedule of Bidder's Qualifications/References 3
<p>3. Indicate your firm's status on this project.</p> <p>.....</p> <p>Type <b>Optional</b></p> <p>.....</p> <p>Circle one from the response values below:</p> <p style="padding-left: 20px;">Prime Contractor</p> <p style="padding-left: 20px;">Subcontractor</p>
Submission Checklist
<p>The following items are uploaded and made part of this submission: Substitute W-9 Trade License(s), if required Equal Employment Opportunity Workforce Analysis Affirmative Action Policy Statement</p> <p>.....</p> <p>Circle one from the response values below:</p> <p style="padding-left: 20px;">Yes</p>

**1.4 Attachments**

Name	Data Type	Description
HUD User Income Limits	File	
Substitute W-9.pdf	File	
135_Insurance_Certificate.doc	File	
Affirmative Action Policy Statement, Sample.pdf	File	
Equal Employment Opportunity Workforce Analysis.pdf	File	
Drug Free Workplace Form.doc	File	
CDBG Agreement	File	

**2 Price Schedule****2.1 Line Information**

Display Rank As **Win/Lose**  
 Ranking **Price Only**  
 Cost Factors **None**

Line	Item, Rev / Job	Target Quantity	Unit	Unit Price	Amount	Bid Minimum Release Amount
1	Case Processing	35	Case (s)			
2	Housing Rehabilitation - Minor Rehab Management up to \$15,000.00	1	Unit (s)			
3	Housing Rehabilitation - Moderate Rehab Management \$15,000.01 to \$30,000.00	4	Unit (s)			
4	Housing Rehabilitation - Major Rehab Management \$30,000.01 to \$45,000.00	20	Unit (s)			

**2.2 Line Details****2.2.1 Line 1 Case Processing**

Category **909.30**  
 Shopping Category **Not Specified**  
 Minimum Release **Not Specified**  
 Amount (USD)  
 Estimated Total **Not Specified**  
 Amount (USD)

**2.2.2 Line 2 Housing Rehabilitation - Minor Rehab Management up to \$15,000.00**

Category **909.30**  
 Shopping Category **Not Specified**  
 Minimum Release **Not Specified**  
 Amount (USD)  
 Estimated Total **Not Specified**  
 Amount (USD)

**2.2.3 Line 3 Housing Rehabilitation - Moderate Rehab Management \$15,000.01 to \$30,000.00**

Category **909.30**  
 Shopping Category **Not Specified**  
 Minimum Release **Not Specified**  
 Amount (USD)  
 Estimated Total **Not Specified**  
 Amount (USD)

**2.2.4 Line 4 Housing Rehabilitation - Major Rehab Management \$30,000.01 to \$45,000.00**

Category **909.30**  
 Shopping Category **Not Specified**  
 Minimum Release **Not Specified**  
 Amount (USD)  
 Estimated Total **Not Specified**  
 Amount (USD)

**Contract Terms and Conditions**

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## Terms and Conditions

### A) Specifications

#### 1) Scope \*

#### 1. BACKGROUND

Hillsborough County Affordable Housing Services ("AHS") is seeking proposals from qualified BIDDERS/PROPOSERS to manage and operate as subrecipient a single family, owner occupied housing rehabilitation program benefiting eligible clientele. The rehabilitation work, including hard and soft construction costs, will be reimbursed with funds of up to one million dollars (\$1,000,000.00). Additional funds will be provided to the successful BIDDER/PROPOSER for project management and case processing upon the completion of each home rehabilitation. Funds awarded are allocated to the successful BIDDER/PROPOSER on a reimbursement basis only; therefore, a BIDDER/PROPOSER applying for this award must have sufficient cash flow to administer the Program. Funding provided under this proposal may be allocated from more than one source of funds to include, Community Development Block Grant Program (CDBG) from the U.S. Department of Housing and Urban Development and/or State Housing Initiatives Program (SHIP) from the State of Florida, hereinafter referred to as "Grant Funds". The source of funding available for the first term of the award shall be CDBG Grant Funds and clients assisted under this funding source shall be clients earning at or below 80% Annual Minimum Income (AMI) .

Rehabilitation activities must, at a minimum, address all code violations and health and safety issues.

One (1) successful bidder shall administer the program, which will be a County-wide program with eligible homeowners residing within unincorporated Hillsborough County, the City of Temple Terrace or Plant City. Properties located within the corporate limits of the City of Tampa are not eligible for assistance.

2. Overall Owner Occupied Housing Rehabilitation Management Services (Case Processing Management and Rehabilitation Management) to be provided by the successful BIDDER/PROPOSER include, but are not limited to, the following areas:

2.1 The successful BIDDER/PROPOSER will manage a moderate rehabilitation program to eliminate all code violations and restore key systems within owner occupied homes. Program assistance limits must not exceed \$45,000. The minimum rehabilitation work must exceed \$3,500. The maximum amount of Grant Funds that may be invested to rehabilitate a home shall not exceed 50% of the appraised value of the subject property. The home value after rehabilitation shall not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located.

2.2 The successful BIDDER/PROPOSER, hereafter referred to as the "Subrecipient", is responsible for the Marketing and Outreach for the Homeowner Rehabilitation Program. This necessitates a program that provides for discussions/open dialogue with the homeowners about the design and objectives of the rehabilitation program, the

availability of funds and benefits of the rehabilitation program, eligibility requirements depending upon funding source, and lien, mortgage or other encumbrances that may be placed on the property based upon the Housing Rehabilitation Program Policies located at the following web link:

<http://www.hillsboroughcounty.org/DocumentCenter/View/701>

2.3 The SUBRECIPIENT will identify potential applicants for rehabilitation assistance in unincorporated Hillsborough County, including the City of Plant City and the City of Temple Terrace. AHS, as Project Manager, has the right to refer clients to the Subrecipient to be considered for the Owner Occupied Housing Rehabilitation Program.

2.4 The Subrecipient will manage the processing of homeowner applications for approval including analysis of household income verifications, credit reports, title searches, and any other information necessary to determine the qualifications of the applicant and viability of the housing rehabilitation. The Subrecipient shall develop and maintain homeowner files for each client and all records necessary for compliance with State and Federal Regulations, including without limitation the requirements of 24 CFR Part 570, 2 CFR Part 200 and Sections 420.907 through 420.9079, Florida Statutes, as amended, and Rule Chapter 67-37, Florida Administrative Code .

2.5 The target recipients of this effort will be based on annual household income. The attached chart shows HUD eligibility limits for 2016. These limits are updated annually and the successful Subrecipient will be responsible for utilizing the most current data when qualifying clients. The current HUD income limits are attached for 2016.

2.6 The Subrecipient and AHS will conduct property inspections including photos to create a formal work write-up outlining the proposed scope of work and cost estimate. Each scope must be approved by AHS and the homeowner. For each finalized and approved project, the Subrecipient will submit work write-ups, cost estimates, a lead-based paint assessment, testing and reports (as applicable for Pre-1978 structures), and internal and external photos to AHS for processing of environmental assessments in both paper and digital format. If environmental assessments are required due to funding source, **no work can start until such environmental assessment has been completed and the project cleared for rehabilitation work to start.** If the Subrecipient starts rehabilitation work before the environmental assessment is successfully completed, the Subrecipient is responsible for the cost of the work.

2.7 In order to ensure "Cost Reasonableness", the Subrecipient must adhere to Hillsborough County AHS policies and procedures and must govern itself in accordance with the County's AHS Housing Rehabilitation Program Policy. The Subrecipient must have a written procurement process in place and must document the procurement process for the selection of the Rehabilitation Contractor for each project. All Rehabilitation Contractors must be vetted by the Subrecipient and have the appropriate insurance, worker's compensation and may not be on the Excluded Parties List, which can be accessed at the following web link: <https://www.sam.gov>. The Subrecipient must provide adequate oversight to ensure that cost reasonableness is documented and the information is reviewed as part of the monitoring.

2.8 The Subrecipient will prepare the tri-party rehabilitation construction work contract in accordance with the funding agreement (as attached to this Solicitation) for approval. The attached funding agreement shall be modified by the AHS at the time of renewal pursuant to Grant Funds provided. The Subrecipient must review conditions of the loan with homeowner and AHS, then obtain homeowner(s) signature on all necessary documents including mortgages and notes.

2.9 The Subrecipient will prepare and submit to AHS the Application for Payment along with updated client tracking spreadsheet and supporting documentation for reimbursement. Incomplete submissions will not be processed for payment. The Application for Payment should be broken down into the four categories of: (1) Case Processing; (2) Construction Management; (3) Soft Costs; and (4) Hard Construction Costs, with supporting documentation provided as outlined in the Subrecipient's Funding Agreement.

2.10 The Subrecipient shall inspect rehabilitation work on a regular basis to ensure that the Rehabilitation Contractor is performing pursuant to the scope of work outlined in the contract and adhering to the County Building Codes. Every effort should be made to ensure that the workmanship and quality of materials is monitored through inspections by Subrecipient and County Building Department, as applicable. The Subrecipient is required to ensure the selected contractor keeps that applicant and AHS informed on the progress of the rehabilitation project and any delays that are encountered.

2.11 All change orders must be reasonable and approved by the Subrecipient, homeowner and AHS.

2.12 The Subrecipient must prepare all necessary documents required for the final inspection of rehabilitation work and issue a final acceptance of work signed by the Rehabilitation Contractor and the homeowner. The final acceptance of work must be provided to AHS with the final Application for Payment and lien releases.

2.13 The Subrecipient must secure all Rehabilitation Contractor, manufacturer and supplier warranties for the work completed, and provide them to the homeowner prior to final payment for rehabilitation work.

2.14 The successful Subrecipient will arbitrate disputes and/or complaints arising between the Rehabilitation Contractors and homeowners regarding work to be performed, underway or completed.

2.15 The Subrecipient shall submit quarterly progress reports as well as any other federal or state reporting as required by the respective funding source and/or AHS as outlined in the Funding Agreement, and prepare status reports as requested by AHS. At a minimum, the Subrecipient will submit the client tracking spreadsheet so AHS can monitor performance and see what's in the pipeline at the various stages of the client's application and rehabilitation (on a monthly basis). Once it is identified that funds have been completely committed by the Subrecipient, a waiting list shall be implemented by the Subrecipient. No additional initial closing or work write ups are permitted once the current funds have been committed.

2.16 The Subrecipient must prepare modified mortgages (if necessary) and any closeout documents related to the administration of this project. All items have to be completed for each rehabilitation case before such cases can be considered closed or final payment (reimbursement) may be processed.

2.17 The Subrecipient must perform all duties as required by the Funding Agreement and in accordance with the County AHS's Housing Rehabilitation Program Policy, as amended.

2.18 The Subrecipient is responsible for ensuring that the Rehabilitation Contractor adheres to the requirements of the County's Housing Rehabilitation Policy, Housing Rehabilitation Standards, as well as adhere to any State or Local Construction Requirements/Building Codes, as amended.

### **3. TRAINING**

The Subrecipient will be required to participate in a technical assistance workshop(s) offered by AHS prior to

commencing work on the awarded contract.

#### **4. VENDOR NOTIFICATIONS**

Notification will be provided to AHS of any change to the program manager or other key staff responsible for the management of the Housing Rehabilitation Program. AHS' approval of these changes, which shall not be unreasonably withheld, shall be required.

All work must be performed and completed prior to final payment, including closeout documentation. Awarded Subrecipients must utilize the Application for Payment and Quarterly Report Forms provided by AHS, and provide an updated tracking spreadsheet in a format provided by AHS and include all supporting documentation to insure timely payment of invoices.

#### **5. PROGRAM AND ELIGIBILITY REQUIREMENTS**

The successful Subrecipient will qualify homeowners to receive assistance for housing rehabilitation in accordance with County policy and in compliance with the regulations for the funding source(s). Income qualification will be based upon HUD approved income limits unless specified as a different method by funding source.

The Subrecipient will be responsible for following other requirements dictated by the regulations of the funding source to be utilized, including appropriate documentation, legal processes, permitting, reporting, construction management, bid documents, lien releases, and all other pertinent documentation and requirements which will be necessary for the federal, state and local compliance requirements.

The Subrecipient will competitively procure Rehabilitation Contractor services to ensure cost reasonableness.

#### **6. MONITORING AND QUALITY ASSURANCE**

The Subrecipient performance will be continually measured through on-going monitoring reports submitted by the Subrecipient to AHS. Performance will also be measured through site visits by AHS Staff to determine if the Subrecipient is delivering a high-quality and comprehensive Management of the Owner Occupied Housing Rehabilitation program.

#### **2) Evaluation Criteria Narrative\***

#### **EVALUATION CRITERIA**

The following criteria will be used to evaluate proposal submitted for this procurement:

**Cost - 50 Points**

**Substantive Knowledge and Experience in Housing Rehabilitation Projects - 15 Points**

Essential qualifications include a substantive and practical understanding of the management of an owner occupied housing rehabilitation program. The Subrecipient selected by the County will demonstrate an ability and seasoned experience in the performance of rehabilitation of residential housing, including cost estimating, contracts, rehabilitation work oversight and inspections, quality control and mediation between homeowner and Subrecipient when necessary.

The BIDDER/PROPOSER should demonstrate and provide documentation that they have managed the construction of at least **five (5)** concurrent housing rehabilitation projects. They should also provide the number of years they provided management of a housing rehabilitation program and the average number of clients served each year.

BIDDERS/PROPOSERS must demonstrate and provide documentation of their ability to (1) conduct property inspections including before and after photos and to create a formal work write-up outlining the proposed scope of work and cost-estimates documenting cost reasonableness; (2) document lead-based paint assessments, testing and reports as applicable for pre-1978 structures; and (3) conduct rehabilitation project oversight to include inspecting rehabilitation work on a regular basis to ensure that the Rehabilitation Contractor is performing pursuant to the scope of work outlined in the rehabilitation work contract and adhering to the County Building Codes, change order request processing and final inspections and case closeout.

BIDDERS/PROPOSERS must provide are a minimum of five (5) references for previous rehabilitation projects completed, documentation of a minimum of five (5) projects completed along with location, type of funding, formal work write-up outlining the proposed scope of work and/or bids/proposal and before and after photos.

**Knowledge and Experience of Techniques to address the unique quality of Owner Occupied Housing Rehabilitation Program - 20 Points**

The Subrecipient selected by the County will demonstrate an ability to provide all the services outlined in the Part B, Minimum Technical Specifications and understand the practical and operational implementation implications of the program. The BIDDERS/PROPOSERS should articulate how the proposed work plan will manage all aspects of the program.

BIDDERS/PROPOSERS must demonstrate they have a minimum of five (5) years of experience, of which two (2) years shall have been in the State of Florida, with directly providing housing rehabilitation and/or the management of housing rehabilitation activities including the following areas: (1) Marketing and Outreach for rehabilitation programs, (2) determining client eligibility through the processing of homeowner applications for approval including analysis of household income verifications, credit reports, title searches, and any other information necessary to determine the qualifications of the applicant and viability of the housing rehabilitation; (3) Procurement and vetting of contractors: including preparing rehabilitation contracts; (4) case processing management to include recording liens and mortgages if applicable, the preparation and submission of payment requests, homeowner dispute resolution, ensuring homeowners are provided contractor and manufacturer warranties after rehabilitation

work has been completed and finalized. BIDDERS/PROPOSERS should indicate areas of expertise and projects successfully completed in their respective areas.

BIDDERS/PROPOSERS must demonstrate their ability to be responsive to the client and housing Rehabilitation Contractor as necessary within 24 hours of a complaint or concern from either the homeowner or Rehabilitation Contractor; including site visits, inspections, and mediation of issues which may arise during construction, all in an effort to ensure a timely and satisfactory completion of each rehabilitation case undertaken by the successful BIDDER/PROPOSER.

BIDDERS/PROPOSERS must provide a program design and demonstrate a strong organization capacity to implement and successfully manage the rehabilitation management program being proposed. Considerations will be given to a strong representation of design, implementation, the strength and experience of the program team identified as part of the program design, including current staff which will be responsible for marketing and outreach, client processing and approval, Rehabilitation Contractor procurement, work inspections and overall program management including financial control systems utilized. Also submit resumes of the key staff to be involved in the implementation and daily operations of the rehabilitation program and workflow charts for the two components of the program: i) Client Processing, and ii) Rehabilitation Management, which include details of all aspects of the rehabilitation program. Identify any technical licenses and/or training certificates key staff hold if applicable.

BIDDERS/PROPOSERS must demonstrate their knowledge and experience with federal or state funded housing programs and note the years of experience they have with these programs.

BIDDERS/PROPOSERS must demonstrate they are ready to proceed immediately upon notification of the award of the contract with the marketing, outreach, identification of clients, client processing and procuring contractors for rehabilitation work projects.

#### **Proven Marketing, Public Outreach & Public Engagement Experience - 5 Points**

The BIDDER/PROPOSER must demonstrate the ability to promote the program and identify owner occupied housing rehabilitation clients to ensure that the "hard to reach" clients are brought into the program. The selected BIDDER/PROPOSER will incorporate innovative approaches to engaging community awareness of the program. The BIDDER/PROPOSER must provide examples of previous marketing campaigns and outreach efforts that were effective in bringing awareness to a program being operated by the BIDDER/PROPOSER and its effectiveness.

#### **Financial Capacity and Ability to Proceed - 10 Points**

The BIDDER/PROPOSER must demonstrate and provide documentation of their financial resources and capabilities to provide these services, including evidence of current line-of credit through a conventional lending source, current fund reserves or other resources necessary to perform the client processing, and rehabilitation cost that will be paid by the BIDDER/PROPOSER and reimbursed by the County.

#### **DM/DWBE/SBE Bonus Points - 5 Points**

**TOTAL POSSIBLE POINTS - 105 Points**

**3) Minimum Requirements \***

**MINIMUM REQUIREMENTS**

The Subrecipient or principal thereof shall:

Be registered to conduct business in the State of Florida and Hillsborough County, as applicable. Be a public or private non-profit entity, recognized by the State of Florida. The Subrecipient must be able to demonstrate previous experience in providing housing rehabilitation services relevant to the proposal, or be able to demonstrate significant experience and success with residential rehabilitation and be able to document the following: the number of units completed, quality of work, capacity of the organization, program design, financial capacity, and ability to expend program funding in a timely manner. Subrecipients must be operating in good standing with the State of Florida for a minimum of two years.

Have experience directly providing housing rehabilitation and/or the management of housing rehabilitation activities including the following areas: marketing, determining client eligibility, case processing management, and procurement. Subrecipients should indicate areas of expertise and project successfully completed in their respected areas.

Demonstrate the Subrecipient's ability to manage a procurement process, securing bids appropriate to the work to be performed at each owner occupied housing rehabilitation project, including specification write-ups, bid review for cost reasonableness and rehabilitation management oversight.

Demonstrate the Subrecipients' readiness to proceed immediately upon notification of an award. Additionally, the Subrecipient must demonstrate its ability to be responsive to the client and housing rehabilitation Contractor as necessary; including site visits, inspections, and mediation of issues which may arise during construction, all in an effort to ensure a timely and satisfactory completion of each rehabilitation case undertaken by the Subrecipient.

**B) Special Terms and Conditions**

**1) Basis for Award**

Award will be made to a single Bidder/Proposer for all items. If a Bidder/Proposer fails to submit an Offer on all items, then that Bidder/Proposer is not eligible for award.

**2) Evaluation/Selection Process \***

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

- a) Evaluation Procedures: The evaluators will consider how well the Proposer's Proposal meets the needs of the County as described in the Proposer's response to each question in this Solicitation Document. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the response. Please follow all instructions carefully. The Proposal should be submitted according to the instructions/outline specified in this Solicitation Document. A Proposal that fails to follow these instructions may be considered non-responsive and may be eliminated from further consideration.
  - i) Based on information acquired through the Proposer's responses and the responses of references (if applicable), the County will award a preliminary score to each Proposal.
  - ii) Based on the preliminary scores, the County may request that the top scoring Proposers conduct an oral presentation and/or submit a Best and Final Offer that may include revisions to Technical Approach, Integration, and/or Cost. Be advised that the evaluators may revise the preliminary scores based on the oral presentations (if applicable), reference inquiries, other information obtained through the County's investigations of past performance and/or submissions of Best and Final Offers (if applicable).
- b) Scoring/Weighting of Questions: The scoring/weighting of Proposals will be accomplished utilizing the evaluation criteria identified in the following table:

Award Criteria	Point Value
Quote/Cost Total.	50
Substantive Knowledge and Experience in Housing Rehabilitation Projects	15
Knowledge and Experience of Techniques to address the unique quality of Owner Occupied Housing Rehabilitation Program	20
Proven Marketing, Public Outreach & Public Engagement Experience	5
Financial Capacity and Ability to Proceed	10
Total:	100
DM/DWBE Bonus Points:	5
Total Possible Points:	105

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

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

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

**3) Insurance, Contractor \***

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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, and the Contractor 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.
- j) 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.

k) 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.

l) The amount of such insurance shall not be less than:

i) Workers' Compensation - Florida Statutory Requirements

ii) Employer's Liability -

\$ 100,000.00 Limit Each Accident

\$ 500,000.00 Limit Disease Aggregate

\$ 100,000.00 Limit Disease Each Employee

iii) 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:

\$ 1,000,000.00 Bodily Injury and Property Damages - Each Occurrence

\$ 1,000,000.00 Products/Completed Operations - Each Occurrence

\$ 1,000,000.00 General Aggregate

\$ 1,000,000.00 Products/Completed Operations Aggregate

iv) 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:

I) Bodily Injury & Property Damage Liability: \$1,000,000.00 Combined Single Limit Each Accident.

v) 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:

I) 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.

II) 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 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.

III) 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.

vi) Professional Liability/Errors and Omissions Insurance **is not** required.

vii) Pollution/Environmental Liability Insurance **is not** required.

viii) 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.

m) 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.

#### **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.

#### **5) Pre-Bid/Proposal/Quote Conference and Site Visit \***

A Pre-Proposal Conference and Site Visit concerning this present Solicitation Document will be conducted by Hillsborough County at:

Hillsborough County Procurement Services Department

25th Floor of the County Center

601 East Kennedy Blvd.,

Tampa, Florida

TIME: 9:00 AM,

DATE: November 23, 2016

PHONE NUMBER (813) 272-5790

All interested parties are encouraged to attend.

#### **6) Price Escalation/De-Escalation (CPI) \***

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

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

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

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

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

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

**7) 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 issuance of a Purchase Order by the County.

**8) Term Contract**

**a) Contract Period for Term Contract \***

The Contract resulting from this Solicitation Document will be in effect from the effective date of the County's Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA) through September 30, 2018, the last day of the Hillsborough County fiscal year.

**b) 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.

**c) 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

**d) 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.

**e) Renewal Option (Unilateral) \***

At the sole option of the County, through the Board of County Commissioners or designee, this Contract may be renewed for two (2) additional one (1)-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.

**f) Termination for Convenience**

The County reserves the right to terminate this Contract, in whole or in part, for the convenience of the County. Notification of termination shall be provided to the Contractor in writing by 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 Contractor's receipt of said termination notice.

**g) Unilateral Extension Periods**

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

**C) Definitions**

**1) Definitions**

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

**2) Agreement**

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

**3) 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.

**4) Bid(s), or Bidder's Bid**

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

**5) Bidder**

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

**6) Board of County Commissioners**

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

**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.

**8) Business Day(s)**

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

**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.

**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.

**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, 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.

**12) Contract Price**

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

**13) 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.

**14) 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.

**15) County**

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

**16) County Administrator**

"County Administrator" shall mean the County Administrator of Hillsborough County.

**17) Day(s)**

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

**18) Designee**

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

**19) 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.

**20) 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.

**21) Modification Agreement**

"Modification Agreement" shall mean the written order to the Contractor signed by the County 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 execution of the Agreement.

**22) 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.

**23) 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.

**24) 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.

**25) 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.

**26) 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.

**27) Project**

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

**28) Project Manager**

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

**29) 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.

**30) 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.

**31) Purchase Order**

"Purchase Order" shall mean the County's written document to the Contractor formalizing all the terms and conditions of the successful Bid/Proposal, thereby forming a valid contract between the County and the Successful Bidder/Proposer.

**32) 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.

**33) 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.

**34) 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.

**35) 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.

**36) 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.

**37) 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.

**38) 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.

**39) 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.

**40) 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.

#### **41) 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.

#### **42) 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.

### **D) Instructions**

#### **1) Manual Bid Submissions**

Applicable only to Offers that are not submitted via the County's electronic bidding system.

If Bidder/Proposer is submitting its Offer by means other than through the County's electronic bidding system, then the following provisions shall apply and shall replace the provisions with the same heading/subject matter found in this "Instructions" section of this Solicitation Document; all other provisions in this "Instructions" section shall remain the same and shall apply to all Offers.

a) Important Notice Regarding Delivery of Offers: The County is currently in the process of transitioning from a manual bidding process to a fully automated electronic bidding process. Accordingly, during this period of transition, in addition to accepting Offers via the new electronic bidding system, the County will also accept Offers submitted via traditional means (such as U.S. mail, express mail, courier service, or hand delivery) for this Solicitation Document.

i) Bidder/Proposer must have its Offer delivered to:

Hillsborough County BOCC - County Center

Procurement Services Department

PO Box 1110

601 East Kennedy Blvd

Tampa, FL 33601

ii) Bidder/Proposer is strictly responsible for the delivery of its Offer. The County and/or the Director of the Procurement Services Department shall in no way be responsible for any delays caused by the United States Postal Service and/or other courier, or for delays caused by any other occurrence.

iii) Bidder/Proposer is advised that United States Postal Service delivery is made to the County's post office box (P.O. Box). Such delivery is not made directly to the street address, even if the Bidder/Proposer specifies the street address and/or even if express mail service is utilized; therefore, Bidder's/Proposer's use of the United States Postal Service may cause a delay in the County's receipt of

the Bidder's/Proposer's Offer by the Close Date. Bidder/Proposer is cautioned to plan necessary delivery time accordingly.

iv) Offers delivered by facsimile, electronic mail (e-mail) or electronic means other than through the County's electronic bidding system will not be considered.

b) Sealing and Labeling of Offers - Bidder/Proposer is directed to seal its Offer from public view and label its sealed Offer with the Bidder's/Proposer's name, this Solicitation Document's title, and the Solicitation Document number. Sealed Offers may not be amended or otherwise changed by any writing placed outside the sealed Offer. Any writing that is outside of the sealed Offer will not be considered in the County's evaluation of the Offer.

c) Signing of Offer:

i) Bidder/Proposer must sign the most recently amended Offer issued for this Solicitation Document.

ii) Bidder's/Proposer's Offer must be signed by a person that is legally authorized to contractually bind the Bidder/Proposer.

iii) If a Bidder/Proposer is a partnership, then the Offer must be signed by one or more of the company's general partners.

iv) If Bidder/Proposer is a corporation, the Offer must be signed by a current officer of the corporation.

v) A person signing the Offer as Bidder's/Proposer's agent should include with the Offer legal evidence of such person's authority to sign on behalf of the Bidder/Proposer.

d) Errors on Offer Pricing: If a Bidder's/Proposer's Offer contains erasures, corrections or mathematical errors, the Bidder/Proposer will be bound to the County's reasonable interpretation of the Bidder's/Proposer's intent. The County shall have the discretion to correct any mathematical calculation error and the unit price will control. If a unit price is left blank, the County shall have the discretion to make a reasonable interpretation of the Bidder's/Proposer's Offer, which may include, but is not limited to, assigning a zero dollar (\$0) amount to such blank unit price.

e) Bid Bond:

i) If Bidder/Proposer is required to submit a Bid Bond for this Offer, then either a certified check, a cashier's check, a treasurer's check, or bank draft drawn on any state licensed financial institution, an irrevocable letter of credit or, in the alternative, a submission of a Bid Bond completed and signed by all required parties and submitted in the format set forth on the Bid Bond page attached to the Solicitation Document, shall be required to accompany each Offer in the dollar amount set forth within this Solicitation Document.

ii) Any submitted certified check or irrevocable letter of credit shall be drawn on a solvent bank or trust company to the order of Hillsborough County Board of County Commissioners, and shall have all necessary documentary revenue stamps attached, if required by law.

iii) Surety on Bid Bonds shall be authorized to do business in the State of Florida.

iv) All Bid Bonds shall be issued or countersigned by an authorized agent, with satisfactory evidence of the authority of the person or persons executing such bonds.

v) Personal checks, business checks and cash deposits are not acceptable.

## **2) Affirmative Action Business Enterprise Program**

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 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.

A written Affirmative Action Plan or Program is required if the firm has fifteen (15) or more employees. If the firm has fewer than fifteen (15) employees, then an Affirmative Action Plan Statement is required.

Please provide a copy of the firm's Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by the Chief Executive Officer.

### **3) Award of Contract/Rejection of Proposals**

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

### **4) 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.

### **5) Bid/Proposal/Quote Results**

Preliminary results are generally available within two (2) Business Days at:

<http://hillsboroughcounty.org/index.aspx?nid=356>

### **6) Bidder/Proposer Request for Interpretation of Solicitation Document**

No interpretation of the meaning of the Specifications contained in this Solicitation Document or other Contract Documents will be made to any Offeror orally. Every request for such interpretation must be in writing, addressed to the Director of Procurement Services. To be given consideration, such requests must be received at least ten (10) Days prior to the Close Date. Any and all such interpretations and any supplemental instructions will be in the form of a written Amendment which, if issued, will be communicated to all Offerors who have acknowledged participation within the electronic bidding system and opened the respective solicitation at least five (5) Days prior

to the Close Date. Failure of an Offeror to receive any such Amendment or interpretation shall not relieve said Offeror from an obligation under its Offer as submitted. All Amendment(s) so issued shall become part of the Contract Documents.

**7) Bidder/Proposer Responsible for Examining/Investigating Work Site(s)**

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

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

**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:

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

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.

**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.

**10) Brand Names, Etc.**

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

b) Bidders/Proposers must furnish all requested information in the spaces provided on the Bid Proposal. Additionally, where required pursuant to the provisions of this solicitation, Bidders must submit the following with their Bid Proposal: catalog cuts, sketches, descriptive literature, and/or complete specifications relative to the items

proposed and offered. References to previously submitted material concerned with previous Bid Proposals are not acceptable to County.

**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.

**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.

**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.

**14) Cone of Silence**

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

**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.

#### **16) Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) Participation**

Proposers who have 10% or more DWBE/MBE participation can apply for bonus points. Qualified firms may receive five (5) percent of the maximum allowable points for DM/DWBE participation. The term "DM/DWBE" shall mean a business that is certified or registered as a bona fide DM/DWBE with Hillsborough County or has been granted Reciprocal Certification by Hillsborough County. Provisional Reciprocal Certification shall be granted for one six-month period to DM/DWBE firms which are principally domiciled in the State of Florida and certified by other jurisdictions within the State. It will be the responsibility of the Proposer to furnish all the necessary information and documentation to the County as listed below in order to receive bonus points.

- a) The request for bonus points shall be made on the Proposer's letterhead and must include the following:
  - i) The RFP number and project name; and
  - ii) The name of the firm(s) to be utilized; and
  - iii) The percentage of fees that will be subcontracted to that firm which must be 10% or more; and
  - iv) A commitment from the proposing firm stating that 10% or more of its ultimate fees will be subcontracted to that DM/DWBE.
- b) The following items should be attached to the above letter:
  - i) A letter of intent from the DM/DWBE on its letterhead stating its intent to perform the services and the scope of work signed by its Chief Operating Officer. This letter must reference the project.
  - ii) A copy of the DM/DWBE current certification current registration.

Note: Failure to comply with any of these requirements may result in denial of the requested bonus points.

Special Note: If the Successful Proposer has received bonus points, that firm will be required to submit to the DM/DWBE Programs Section of the Economic Development Department a copy of the executed subcontract agreement with each DM/DWBE listed in the letter of commitment. Annual reports detailing the amount of money paid to each DM/DWBE must also be submitted. Failure to provide this information may result in the denial of future bonus points.

#### **17) Drug Free Workplace Program**

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

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

#### **18) Electronic Payment Solutions**

- a) ePayables. The County has an ePayables electronic payment solution where the Bidder/Proposer may choose to

be paid by a VISA credit card account. If the Bidder/Proposer requests to participate in the County's ePayables electronic payment solution, the Bidder/Proposer should indicate its acceptance in its Bid/Proposal/Quote. If the Bidder/Proposer has indicated that it will accept the County's VISA credit card for payment, then the Bidder/Proposer will be required to sign an ePayables Enrollment Form after the Contract has been awarded. The Bidder/Proposer must have the capacity to accommodate/accept VISA credit card payments in order to participate in the County's ePayables electronic payment solution. ePayables payments will be processed via a credit card and merchant services fees will apply. Merchant services fees are determined by the vendor's agreement with their Merchant Bank. Fees are generally up to three percent (3%).

b) ACH (Direct Deposit). The County has an ACH payment solution where the Bidder/Proposer may choose to be paid with direct deposit. If the Bidder/Proposer requests to participate in the County's ACH electronic payment solution, the Bidder/Proposer should indicate its acceptance in its Bid/Proposal/Quote. If the Bidder/Proposer has indicated that it will accept the County's ACH for payment, then the Bidder/Proposer will be required to sign a Direct Deposit Authorization Form after the Contract has been awarded.

c) For more information on both Electronic Payment Solutions, go to:

[www.hillsboroughcounty.org/DoingBusinesswithCounty](http://www.hillsboroughcounty.org/DoingBusinesswithCounty)

### **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.

### **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".

### **21) Explanation Of Competitive Sealed Proposal Method Of Procurement**

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

a) All criteria for evaluation will be set forth in the Request for Proposal documents in order of importance. Only these criteria will be used to determine the best Proposal.

b) Discussions may be held with all responsible Proposers after Proposals are opened for purposes of clarification. The County also reserves the right to request written clarifications from Proposers after the Proposals have been opened. Proposers will be given equal treatment with respect to discussions and all information obtained is to secure the best possible Offers for the County.

c) Award shall be made to the responsible Proposer whose Proposal is determined to be the most advantageous to

the County taking into consideration only the evaluation factors set forth in the Request for Proposal.

d) The County reserves the right to issue one or more call(s) for Best and Final Proposals if it is in the best interest of the County.

## **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.

## **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.

## **24) Inspection of Samples**

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

## **25) IRS Substitute W-9, Request for Taxpayer Identification Number and Certification**

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

## **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.

## **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.

**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.

**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.

**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.

**31) Requested Information and Descriptive Literature**

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

**32) Submittal Deadline**

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

**33) Taxes**

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

**34) Time Period Offer is Valid**

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

**35) Unbalanced Offers and/or Excessive Line Item Prices**

The County reserves the right to reject any Offer in which unit prices, in the sole opinion of the County, are unbalanced. In addition, where the County has decided to award this Solicitation Document, it further reserves the right not to utilize a particular line item that, in the sole opinion of the County, is excessively priced, and reserves the right to obtain that item from another source.

**E) General Terms and Conditions**

**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.

**2) Changes in the Work/Unilateral Change Orders/Modifications**

a) Without invalidating the Contract, the County may, at any time or from time to time, through its Director of Procurement Services or designee, order additions, deletions or revisions in the Work, the same being authorized by Change Order, Unilateral Change Order or Modification Agreement. The cumulative total of Unilateral Change Orders shall not exceed \$25,000.00. Once the \$25,000.00 cap is reached, all other additions, deletions, or revisions shall be valid and enforceable only when authorized by a written Modification Agreement executed by the Contractor and the County, and may be subject to approval by the Board of County Commissioners. Only upon receipt of a Change Order, Unilateral Change Order or Modification Agreement shall the Contractor be authorized to proceed with the Work involved. All such Work shall be executed under the applicable terms and conditions contained in the Contract Documents.

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

c) The County will execute an appropriate Modification Agreement if such Modification Agreement is approved by the County's Board of County Commissioners. Such Modification Agreement will be prepared by the Project

Manager and shall cover changes in the Work to be performed, Work performed in an emergency, and/or any other claim of the Contractor for a change in the Contract Time or the Contract Price.

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

### **3) Changes Of Contract Price**

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

- a) Application of unit prices to the actual quantities (as measured in the field by appropriate County representatives of those items designated in Proposal as being a Unit Price item;
- b) Application of unit shown in Proposal to items designated as original plan quantity items; and,
- c) The Proposal price shown in Proposal represents an estimate of the total compensation due to the Contractor under the terms of these Contract Documents which is based upon the quantities of items listed therein. The actual total compensation paid to the Contractor for the Project described in these Contract Documents may vary from that amount stated in Proposal due to:
  - i) Adjustments in pay quantity/quantities resulting from changes in item quantity/quantities; and/or,
  - ii) Adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents.

### **4) Changes Of Contract Time**

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

### **5) Contractor Must Have Legally Authorized Workforce**

- a) 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:
  - i) 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,
  - ii) that all of Contractor's employees are legally eligible to work in the United States, and
  - iii) that the Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Eligibility Verification Form (the Form I-9).
- b) 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 such an allegation has been determined to be factual by ICE prior to the date the Contract is scheduled to be awarded by the County.
- c) Legitimate claims 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).

d) In the event it is discovered that the Contractor's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Contractor cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Contractor from bidding on all County contracts for a period of up to 24 months, and/or take any and all legal action deemed necessary and appropriate.

e) Contractor is encouraged (but not required) to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Subcontractors:

- i) Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
- ii) Use the Social Security Number Verification Service and make a good faith effort to correct and verify the names and Social Security numbers of the current workforce. Establish a written hiring and employment eligibility verification policy.
- iii) Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not be limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
- iv) Require the Form I-9 and E-Verify process to be conducted only by individuals who have received appropriate training and include a secondary review as part of each employee's verification to minimize the potential for a single individual to subvert the process.
- v) Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
- vi) Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
- vii) Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when practicable, incorporate the verification requirements in Subcontractor agreements.
- viii) Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
- ix) Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
- x) Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
- (xi) Maintain copies of any documents accepted as proof of identity and/or employment authorization for all new hires.

#### **6) Contractor Use of Hillsborough County For Marketing Prohibited**

The Contractor shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s) unless

authorized to do so, in writing, by the County Administrator or his/her designee. In addition, the Contractor shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the Contractor's performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s). This does not prevent the Contractor from including the County on its client lists and/or listing or using the County as a reference.

#### **7) Contractor's Responsibilities**

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

#### **8) County as Intended Beneficiary of Subcontracts**

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

#### **9) Emergencies**

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

#### **10) Failure to Perform**

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

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

### **11) Fiscal Non-Funding/Availability of Funding**

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

### **12) Hand Sanitizer Ordinance**

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

### **13) Equal Employment Opportunity; Non-Discrimination Clause**

#### **a) Hillsborough County, FL**

- i) Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.
- ii) Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, disability or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

#### **b) State**

- i) Florida Constitution, Preamble and Article I, section 2 protect citizens from being deprived of inalienable rights because of race, religion, national origin, or physical disability.
- ii) Florida Statutes section 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.
- iii) Florida Statutes section 112.043, prohibits age discrimination in employment.
- iv) Florida Statutes section 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.
- v) Florida Statutes section 448.07, prohibits wage rate discrimination on the basis of sex.
- vi) Florida Civil Rights Act of 1992, Florida Statutes sections 760.01 - 760.11, as amended.
- vii) Florida Statutes section 509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability, or national origin.
- viii) Florida Statutes section 725.07, prohibits discrimination on the basis of sex, marital status or race in

loaning money, granting credit or providing equal pay for services performed.

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

x) Florida Statutes section 760.40, provides for the confidentiality of genetic testing.

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

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

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

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

**c) Federal**

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

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

iii) Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P.L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P.L. 111-2, 123 Stat. 5.

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

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

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

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

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

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

x) Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, including 41 CFR section 60-2 (Revised Order 4).

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

xii) Interagency Agreement promulgated on March 23, 1973

xiii) Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.

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

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

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

xvii) Americans with Disabilities Act of 1990, 42 U.S.C. section 12101 et seq., as amended by the ADA Amendments Act of 2008, P.L. 110-325, 122 Stat. 3553.

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

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

xx) State and Local Assistance Act of 1972, as amended.

xxi) Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State

and Local Governments, as amended.

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

xxiii) Executive Order 13673, Fair Pay and Safe Workplaces.

d) If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows:

i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

iii) The Contractor will send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv) 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.

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

vi) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said 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.

vii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

#### **14) Indemnification**

a) General Liability Indemnification - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall be liable for the actions of its agents, employees, partners, or subcontractors and shall indemnify, defend, and hold harmless the County, and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and/or damage to real or personal tangible property alleged to be caused, in whole or in part, by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the County.

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

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

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

#### **15) Injury and/or Damage Claims**

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

#### **16) Interpretation and Intent of Contract Documents**

The Contract Documents are complementary; what is called for by one Contract document is as binding as if called for by all of the Contract Documents. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor must bring it to the County's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given

preference in the following order: 1) Agreement, 2) Amendment(s) (if applicable to this Solicitation Document), 3) Specifications, 4) Special Terms and Conditions, 5) General Terms and Conditions, and 6) Instructions. Any Work that may reasonably be inferred from the Specifications and/or drawings/maps as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which, when applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict, the more stringent requirements shall take precedence.

### **17) Laws and Regulations**

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

### **18) Maintenance of Records/Public Records Law**

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

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

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

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

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

**f) 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**i) 813-272-5790,**

**ii) ProcurementServices@HillsboroughCounty.org,**

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

g) If under this Agreement, the Contractor is providing services and is acting on behalf of the County as provided

under Section 119.011(2), Florida Statutes, the Contractor will comply with public records law, and agrees to:

- i) Keep and maintain public records required by the County to perform the services.
- ii) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the County.
- iv) Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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.

h) The Contractor will keep adequate records and supporting documentation applicable to this Contract. Said records and documentation will be retained by the Contractor for a minimum of six (6) years from the date of termination of this Contract or from the date of final payment under this Contract, whichever is longer (the "Record Retention Period"). The County and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the Contract Period and during the Record Retention Period. The Record Retention Period will be extended until audit findings are issued if an audit is initiated during the Record Retention Period. Such activity shall be conducted only during normal business hours. During the Record Retention Period, the County shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and documentation.

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

#### **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.

#### **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.

#### **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.

## **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).

## **23) Payment and Completion**

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

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

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

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

- i) The Work is defective;
- ii) Claims have been filed or there is reasonable evidence indicating the probable filing thereof; or
- iii) The Contract Price has been reduced because of Change Order, Unilateral Change Order or Modification Agreement.

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

## **24) Payment to Contractor by Electronic Payment Solution**

a) ePayables: If the Contractor is enrolled in the County's ePayables electronic payment solution, all payments will be made using the ePayables electronic payment solution. The Contractor will be issued a VISA credit card account number with zero (\$0) available funds until an invoice is approved by the County for payment. Once the County has approved payment, an electronic remittance advice will be sent to the Contractor via e-mail or fax along with approval for the Contractor to charge the VISA credit card account for that amount. The Contractor will only have the ability to charge up to the monetary limit available to the account. ePayables payments will be processed via a credit card and merchant services fees will apply. Merchant services fees are determined by the vendor's agreement

with their Merchant Bank. Fees are generally up to 3%.

b) Once the Contractor is enrolled in ePayables electronic payment solution and then requests to opt out, the Contractor will not be eligible to re-enroll in ePayables for a minimum of twelve (12) months.

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

## **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.

## **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.

## **27) Project Manager's Status**

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

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

## **28) 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.

## **29) 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.

### **30) 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.

### **31) 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.

### **32) 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.

### **33) Termination for Contractor Being on the Scrutinized Companies with Activities in the Sudan List and/or Scrutinized Companies with Activities in the Iran Petroleum Energy List**

Contractor is advised that Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of One Million Dollars (\$1,000,000.00) or more, that are on either the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List. Both lists are created pursuant to Section 215.473, Florida Statutes. The County reserves the right to terminate the Contract if the County discovers that the Contractor has submitted a false certification regarding the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and/or if, during the Contract Period, the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List.