



# Request for Proposals

Electronic Records Management System

RFP-24-24596

**HCFLGov.net/Vendors**  
**(813) 272-5790**



**Hillsborough  
County Florida**  
Procurement Services

# IMPORTANT INFORMATION

SOLICITATION TYPE: Request for Proposals

SOLICITATION NUMBER: RFP-24-24596

SOLICITATION TITLE: Electronic Records Management System

BRIEF DESCRIPTION: The Hillsborough County Board of County Commissioners is seeking competitive proposals from experienced and qualified suppliers with a proven and documented track record of providing a fully comprehensive Electronic Records Management System (RMS) related to fire/medical incident reporting, data collection and analysis, fire investigations, properties, and inspections, and permitting.

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

CONE OF SILENCE: A Cone of Silence is in effect for this procurement; therefore, no proposer, interested party and/or their principals, officers, employees, attorneys or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding this procurement and/or a related protest, except as otherwise provided herein. The Cone of Silence does not prohibit a proposer from communicating with the Director of Procurement, Procurement staff, or the attorney assigned to this procurement. Violating the Cone of Silence may disqualify the proposer from consideration for award.

## 1. SPECIFICATIONS

### 1.1. Background/purpose

1.1.1 The purpose of this Request for Proposal (RFP) is to obtain a fully comprehensive electronic records management system (RMS) related to fire/medical incident reporting, data collection and analysis, fire investigations, properties, and inspections, and permitting for Hillsborough County Fire Rescue (HCFR). A qualified Contractor shall provide a leading edge, robust, easy-to-use RMS that shall streamline processes to serve HCFR more efficiently. The chosen system shall be able to expand on current HCFR processes and be capable of expansion as needed.

Hillsborough County's unincorporated population is approximately 1.1 million residents encompassing approximately 909 square miles. HCFR has oversight of the Department's 800 paramedics and 400 EMT's and First Responders. HCFR possesses 57 ALS/Fire Suppression units and 39 ALS Transport units across 46 stations. In 2022, HCFR responded to 120,258 medical calls and 18,751 fire suppression calls respectively. HCFR also provides various services to include technical rescue, hazardous materials, fire inspections, plan review, fire investigations, public education, emergency management operations and more. All badged personnel are assigned to a 24-hour shift and work every third day. Each shift runs from 8:00 AM to 8:00 AM the following day.

The Fire Marshal's Office with a staff of 43 is responsible for fire safety and fire prevention education to residents within unincorporated Hillsborough County. There are over 41,000 inspectable properties within unincorporated Hillsborough County. As such the Fire Marshal inspector software is a critical piece of technology utilized to enter calls for inspection, determine incident priorities, dispatch field personnel, and provide records and data management necessary for departmental response planning and reporting.

### 1.2. Applicable Terminology/Definitions

1.2.1. "Implementation Schedule"- a sixty (60) calendar day period for a fully configured, customized, installed, tested and final acceptance completed after issuance of the purchase order. Said schedule shall be provided by the Contractor and approved by the County prior to the commencement of work.

1.2.2. "Billing Export File"- a user-initiated billing export file in .xlm or .xls format through a software system-based query. This file shall automatically calculate the total invoice amount for processing by the County's third-party billing and collection contractor.

1.2.3. "Data Conversion/Migration"- importing of all existing data sets from the County's legacy systems (Raxar & DocuMed) as may be required at County's direction. The County does not anticipate a full migration of data from department legacy systems.

### **1.3. Minimum Requirements**

1.3.1. Proposers shall provide documentation that demonstrates their ability to satisfy the minimum qualification requirements listed below. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation shall not be considered for award. All documents shall be submitted in the format outlined below.

1.3.2. The RMS shall be compliant with the National Fire Incident Reporting System (NFIRS 5.0) and National Emergency Medical Services Information System (NEMSIS 3.5). Compliance is condition for award and must be maintained through the contract term.

1.3.3. The RMS shall have the capability to submit NFIRS data to the State of Florida.

1.3.4. The proposal shall describe in detail all included hardware, software, licensing, interfaces, training, documentation, data conversion, maintenance, support, and services needed to meet the requirements set forth in this RFP, to include all other services necessary for optimum system functionality.

### **1.4. Software System Minimum Requirements**

#### **1.4.1. Comprehensive Pre-Incident Planning Module**

1.4.1.1. Integrated with Fire Inspection, Hydrant, & Response modules.

#### **1.4.2. Comprehensive Community Risk Assessment Module**

1.4.2.1. Compliant with the Commission of Fire Accreditation International (CFAI) and International Association of Fire Chiefs (IAFC) assessment practices.

1.4.2.2. Occupancy Vulnerability Assessment Profile (OVAP) & HERON assessment scoring.

1.4.2.3. International Organization of Standardization (ISO) & Accreditation reporting.

#### **1.4.3. Comprehensive Fire Inspection Database Module (NFPA & National Fire Incident Reporting System NFIRS 5.0 Compatible), System General Requirements:**

1.4.3.1. The system shall be a cloud-based architecture.

1.4.3.2. The system shall be a fully hosted solution.

1.4.3.3. The system shall be iOS/Android compatible.

1.4.3.4. The system shall be capable of push notifications from vendor and/or system administrator.

1.4.3.5. The system shall provide a configurable system and administration capabilities for designated staff to include, but not limited to:

1.4.3.5.1. Administrator – Full access

1.4.3.5.2. Inspector Access

1.4.3.5.3. Checklist/Template creator access

1.4.3.5.4. Read-only access

1.4.3.5.5. Billing access

1.4.3.6. The system shall allow the mobile device to work in “off-line” mode (save work if connectivity is lost and sync automatically once a signal is restored).

1.4.3.7. The system’s mobile device shall be able to sync via cellular data and/or Wi-Fi services.

1.4.3.8. The system shall be capable of providing Read-Only access to emergency contact information, fire protection and building critical information.

1.4.3.9. Dashboard for at-a-glance statistics. Customizable dashboards for inspectors, supervisors, and administrators.

1.4.3.10. Help desk available from any user during business hours.

1.4.4. Database:

1.4.4.1. Download property database from Hillsborough County Property Appraiser’s (HCPA) website complete with folio numbers. Separate one- two-family dwellings to exempt file.

1.4.4.2. The system shall log user activity for audit purposes to include tracking device log-in as well as user logins and associated timestamps.

1.4.4.3. Report Archive shall be compliant with government standards for record retention.

1.4.4.4. Rapid, easy access to historical data, replicate original reports if requested.

1.4.4.5. Risk Assessment Evaluation (Inspection Priority 1, 2, or 3) self-populated based on data input in Risk Assessment Module.

1.4.4.6. Addressing defined in drop down windows. NFIRS style such as Hwy for Highway.

1.4.4.7. Ability to input all property demographics such as fire alarm, fire sprinklers etc.

1.4.4.8. The system shall be capable of creating user defined fields, as needed, along with associated validation and limitations for each user defined field.

1.4.4.9. Ability for authorized users to create new Occupancy/Property records.

1.4.4.10. Color-coded hydrant overlay map. User friendly

1.4.4.11. Occupancy type / LSC 101, Property Use / NFIRS 5.0

1.4.4.12. Unlimited photo / file upload storage.

1.4.4.13. Master Property file for sites that have multiple buildings under one owner (Apartments).

1.4.4.14. Master Property file for sites that have multiple buildings / suites but different business names (shopping plaza / business park).

#### 1.4.5. Mapping

1.4.5.1. An interactive mapping application that can be used to query and manipulate Geographic Information System (GIS) records for relevant datasets.

1.4.5.2. The ability to add overlay datasets to be viewed in conjunction with the core GIS datasets. Should this functionality not be available the following datasets shall be required:

1.4.5.2.1. US National Grid Overlay

1.4.5.2.2. County / Municipal boundary line overlay

1.4.5.2.3. USPS Zip Code map overlay

1.4.5.3. Ability to query multiple data points with user-defined filtering.

1.4.5.4. Ability to integrate with authoritative County dataset feature services via REST endpoints to allow for the accessibility of regularly updated data and information, including but not limited to, fire hydrant locations, parcel boundaries, and building footprints.

1.4.5.5. Ability to export GIS datasets maintained within the system to an ESRI-compatible format.

1.4.5.6. Ability to edit, insert, modify, manipulate hydrant layer. This layer to be provided by County GIS.



1.4.5.7. Ability to pin locations of hydrants to hydrant layer and to pin locations of other characteristics to map by location of input device (iPad).

1.4.5.8. Ability to locate inspection devices (iPads) in real time on mapping. (Preferred functionality)

1.4.6. Inspections:

1.4.6.1. The system shall maintain full inspection capability to include access to code lists, while in "off-line" mode.

1.4.6.2. The system shall utilize the most current adopted NFPA Codes including Florida amendments and shall be capable of updating as necessary to keep current with all code changes.

1.4.6.3. The system shall be capable of associating the particular violation code with a checklist violation.

1.4.6.4. The system shall be capable of viewing historic data for a given property while simultaneously conducting an inspection.

1.4.6.5. Ability to organize inspections due by the last inspection date.

1.4.6.6. Ability to assign and or re-assign, schedule or re-schedule inspection and inspectors freely.

1.4.6.7. The system shall be capable of prioritizing and assigning inspections to inspectors by ZIP code while in the field.

1.4.6.8. Ability to capture, store, and retrieve photos of assets, violations with no storage limits or system efficiency decline.

1.4.6.9. Next routine inspection scheduled once initial routine inspection complete (One, two, or three years).

1.4.6.10. Over-due inspections should be noted and scheduled within thirty days.

1.4.6.11. Upload photos / files pertinent to inspections.

1.4.6.12. The system shall be capable of emailing customers a copy of their inspection records.

1.4.6.13. Ability to convert English language reports to other languages for non-English speaking customers. (Preferred functionality)

1.4.6.14. Ability to acquire one signature for assets that have multiple buildings (Apartments).

1.4.6.15. The system shall be capable of creating and displaying notes and photos, along with rules requiring their inclusion as part of an inspection.

1.4.6.16. The system shall be capable of clearing a violation, but still track the violation.

1.4.6.17. Ability to route inspections for the day based upon GPS location (efficiency).

1.4.7. Fire Marshal Billing:

1.4.7.1. Billing Export File:

1.4.7.1.1. The system shall be capable of creating a billing export file in .xlm or .xls format through a user-initiated software system-based query. This file shall automatically calculate the total invoice amount for processing by the County's third-party billing and collection contractor.

1.4.7.1.2. The file shall contain the following data points to include but not be limited to:

1.4.7.1.2.1. Invoice ID Number

1.4.7.1.2.2. Inspection Date

1.4.7.1.2.3. Business Name

1.4.7.1.2.4. Inspection Type

1.4.7.1.2.5. Business Address

1.4.7.1.2.6. Cost Type (Manual / Sq. Footage)

1.4.7.1.2.7. Sq. Footage Inspected.

1.4.7.1.2.8. Fee

1.4.7.1.2.9. Billing Company / Name

1.4.7.1.2.10. Billing Address

1.4.7.1.2.11. Billing Phone Number

1.4.7.1.2.12. Billing Type

1.4.7.1.2.13. Inspector Name



#### 1.4.7.2. System Billing Capabilities:

1.4.7.2.1. The system shall be capable of managing fees through user interface.

1.4.7.2.2. The system shall be capable of consolidating invoices for inspections and re-inspections.

1.4.7.2.3. The system shall be capable of supporting multiple transaction types.

1.4.7.2.4. The system shall be capable of providing “Read Only” access to view inspection records.

#### 1.4.8. System Reports:

The system shall support an ad hoc report designer with the ability to develop as well as edit existing reports through an intuitive user interface requiring limited knowledge of SQL (Sequel).

1.4.8.1. The system shall have the ability to schedule and email reports.

1.4.8.2. The system shall have user configurable analytic dashboards.

1.4.8.3. The system shall have the ability to publish daily, weekly, and monthly status reports.

1.4.8.4. The system shall generate and publish monthly project statistics (progress to date) reports.

1.4.8.5. Investigation reporting

1.4.8.6. Compliant with current NFPA standards

1.4.8.7. Ability to attach pictures and videos (pre arrival and recorded on scene)

1.4.8.8. Mobile friendly – to update in the field on a tablet.

1.4.8.9. Print report of investigation and summary of investigation

1.4.8.10. Track requested documents.

1.4.8.11. Track/log/inventory evidence

#### 1.4.9. Medical Incidents

1.4.9.1. CAD (Infor) integration

- 1.4.9.2. Mobile friendly (software agnostic)
- 1.4.9.3. Report generation entry without incident being closed.
- 1.4.9.4. Multiple entries into single report (with data entry audit)
- 1.4.9.5. Reports for open/closed incidents
- 1.4.9.6. Incident & medical report handoff
- 1.4.9.7. Hospital Access Portal – Remote access to patient care reports (Restricted to hospital network)
- 1.4.9.8. Electronic patient refusal (emailable and bilingual)
- 1.4.9.9. Customized user fields
- 1.4.9.10. LifePak Cardiac monitor integration (most current version)
- 1.4.9.11. LifeNet integration (most current version)
- 1.4.9.12. EMSTARS integration (most current version)
- 1.4.9.13. Bio spatial integration (most current version)
- 1.4.9.14. Medical protocol integration (most current version)
- 1.4.9.15. Microsoft (single sign on/email/calendar)
- 1.4.9.16. Protocol compliance notifications to Quality Assurance
- 1.4.9.17. Ad hoc customizable reporting

## **1.5. Proposal Requirements**

Proposals shall describe in detail the stated above software functionality to include the following technical requirements, in the order in which they are indicated here. Each requirement requires a response, acknowledgement or explanation. Failure to respond to any of these provisions shall be reflected in their score in the “Approach” evaluation criteria category.

### **1.5.1. Infrastructure**

1.5.1.1. Provide a technical overview of the proposed solution and any other systems included in the proposal. Define the delivery method. Include whether the delivery method is real-time, batch, or where flexibility exists in the way it is used.

1.5.1.2. Provide an overall platform architecture to include client, server, client/server, web, thick, or thin application.

1.5.1.3. Provide information on the API architecture, type, and methods to leverage it.

1.5.1.4. For workstation specific components, please provide the minimum and recommended workstation hardware/software requirements.

1.5.1.5. Provide a list of equipment the County would need to purchase or replace to convert to or implement the proposed solution. (The County does not intend to repurpose existing hardware.) Indicate whether this is included in the proposed price or an additional expense, and whether procurement of any hardware and peripherals shall be the responsibility of the County or the vendor. The County reserves the right to procure recommended hardware and peripherals from their standard vendors if that is in the best interests of the County.

1.5.1.6. Describe options for connection to the proposed solution. Discuss the capabilities and requirements in this area, including typical bandwidth (peak and average) based on a public safety agency of comparable size.

1.5.1.7. Describe the cloud-based solution.

1.5.1.8. Please provide an example Service Level Agreement (SLA) in the submission.

1.5.1.9. Please provide a product development roadmap that illustrates the pipeline of features and enhancements that are scheduled in the next several releases.

1.5.1.10. Please explain the product development lifecycle and how frequently updates are released. Also, please define how long this current development lifecycle has been in place.

1.5.1.11. If there is an existing ecosystem of 3<sup>rd</sup> party integrations, please provide a list of all 3<sup>rd</sup> party integrations and the list of ecosystem partners.

## 1.5.2. General Training

1.5.2.1. Describe training of County staff on the use of the proposed solution and services; include associated costs, if any. Estimate the training resources required (both proposer and County) to successfully train personnel for the implementation.

1.5.2.2. Describe the approach to system administrator training.

1.5.2.3. Describe the support model for how you would handle ongoing training for County employees.

1.5.2.4. Estimate of how many hours it takes to train a typical user by job function.

1.5.2.5. Describe the training environment which can be accessed from a production workstation so that activity performed does not affect live accounts.

### 1.5.3. Ongoing Support

1.5.3.1. Describe the method of providing telephone support, online & chat support. Include location, organizational structure, and level of capabilities of support staff. If you have more than one location, detail the area, hours, and level of support for each location. Indicate whether support is provided by a dedicated representative, or a “help desk”. Include documentation of the typical hold time for an initial support call, as well as how many support calls are typically resolved during the initial call. Include response times for the following severity levels:

1.5.3.1.1. Level 1: Production down

1.5.3.1.2. Level 2: System is up but performance is degraded. A workaround may or may not be available.

1.5.3.1.3. Level 3: System is up. Only one area/module/program is affected; workaround is available.

1.5.3.1.4. Level 4: System is up and all major functions are working as designed. Relates to an inquiry, enhanced capability, future enhancement, etc.

1.5.3.2. List hours of availability or support for all products and services included in the proposed solution.

1.5.3.3. The County requires e-mail, web-enabled access or other on-line support. Provide documentation of the typical turnaround time for e-mail or other on-line support. Detail hours, area, and level of support. Indicate whether support is provided by a dedicated representative, or a “help desk”. Include response times for the following severity levels:

1.5.3.3.1. Level 1: Production down

1.5.3.3.2. Level 2: System is up but performance is degraded. A workaround may or may not be available.

1.5.3.3.3. Level 3: System is up. Only one area/module/program is affected; workaround is available.

1.5.3.3.4. Level 4: System is up and all major functions are working as designed. Relates to an inquiry, enhanced capability, future enhancement, etc.

1.5.3.4. Describe support information accessible on the website, e.g., FAQ’s, manuals, white papers and the capability for real-time interactive support.

1.5.3.5. Provide detail of the County’s cost for support.

- 1.5.3.6. Description and cost of on-site support.
- 1.5.3.7. Describe the escalation procedure for resolution of problems.
- 1.5.3.8. Describe the regular follow up procedures for problem resolution.
- 1.5.3.9. Procedure for tracking of incidents and their resolutions.
- 1.5.3.10. County ability to have password reset capability must be available.
- 1.5.3.11. User's group made of the clients to share information must be available.
- 1.5.4. Operational Issues
  - 1.5.4.1. Describe the system's capability for importing and exporting data.
  - 1.5.4.2. Describe the full conversion of data from the existing RMS and inspection systems to the proposed software solution, including media object attachments. Describe and include any separate fees for this function in the cost proposal.
  - 1.5.4.3. The system shall be Internet/intranet ready with web browser access.
  - 1.5.4.4. The system shall download information from the proposed solution to common PC-based packages such as Microsoft Office suite.
  - 1.5.4.5. Attach a list of standard reports available from the proposed solution. Provide a few examples of available sample reports.
  - 1.5.4.6. Describe ad hoc reporting and query tools available with the proposed solution. Detail costs associated with development of custom periodic reports or spreadsheets.
  - 1.5.4.7. Describe forms printing capabilities within the proposed solution.
  - 1.5.4.8. Describe document scanning and attachment capability, including OCR, redaction, etc.
  - 1.5.4.9. Describe the length of time historical information is retained in the proposed solution.
  - 1.5.4.10. Describe the user security options of the proposed solution. Detail if role-based security is available. Capabilities needed include view-only, view/modify, and full access. In addition, access to sets of information within the system shall be required to be segregated by user/role.
  - 1.5.4.11. Describe the capabilities of the County's system administrator with the system.

#### 1.5.5. Security

1.5.5.1. Proposers shall complete the attached Vendor Security & Compliance Questionnaire in full upon County's request. The County Cyber Security Services Division will review upon submission and will follow up with proposer should more information or clarity be required.

1.5.5.2. Proposers shall have policies and procedures in place to effectively manage Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance, Contractor experiences or learns of either compromise or could reasonably be expected to comprise County data through unauthorized use, disclosure, or acquisition of County data ("Security Breach"), Contractor shall immediately notify County of its discovery. After such notification, Contractor shall, at its own expense, immediately: Investigate to determine the nature and extent of the Security Breach. Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security. Report to the County the nature of the Security Breach, the County data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what Contractor has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure.

1.5.5.3. At the termination of the contract, at the sole expense of the Contractor, the Contractor shall provide the County with access to all the data recorded within the system. Such data shall be made available in a format generally importable into a commonly recognized database structure and done so within 30 days of termination.

#### 1.5.6. Additional Technical Requirements

1.5.6.1. SLA of 99.95 uptime. Describe remediation if SLA is not met.

1.5.6.2. Project Plan shall include tasks, milestones, specific resources responsible, deliverables, and overall timeline for completion, including durations for each task.

1.5.6.3. Specify responsibilities of both the Contractor and the County for the implementation, including an estimate of which County employees are needed, how many hours and the role each resource shall play in the project (Fire Staff, Project Manager, IT Staff, and vendor resources).

1.5.6.4. Provide project management methodology for implementation and ongoing account management.

#### 1.5.7. Additional Expectations

1.5.7.1. It is critical the system maintain a constant function rate. The proposed system shall have integral redundancy built in for system failure and provide maximum uptime as all case information shall be contained within the RMS.

1.5.7.2. Streamline processing processes and workflow.

1.5.7.3. Electronic signature capture – capture signatures for storage on documents; also capture and store staff signatures for documents in office and online.

1.5.7.4. Ability to access software platform from any computer, tablet, mobile device or via the internet.

1.5.7.5. The proposed system shall have administrative controls that authorize different levels of access to delete, edit, track, and read information throughout the system and should have the capability of locking information and tracking changes to information throughout each module.

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

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

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

#### **2.1.2 Evaluation Procedures**

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

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

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



through the County's investigations of past performance and/or submissions of Best and Final Offers (if applicable).

### 2.1.3 Scoring/Weighting of Questions

The scoring/weighting of Proposals will be accomplished utilizing the evaluation criteria identified in the following table:

Award Criteria	Point Value
Quote/Cost Total. Software (To include all costs associated with software, system setup, and year one (1) licensing and support) <ul style="list-style-type: none"> <li>• Data conversion/migration</li> <li>• Annual Flat Fee for Billing Export File Functionality</li> <li>• Annual Licensing – Year Two (2)</li> <li>• Annual Licensing – Year Three (3)</li> <li>• Annual Maintenance &amp; Support – Year Two (2)</li> <li>• Annual Maintenance &amp; Support – Year Three (3)</li> </ul>	20
Approach – The extent to which the proposal presents a clearly defined and well thought out method to achieve each objective and the extent to which the method chosen appears to be an effective, efficient way to accomplish such.	35
Implementation Schedule – The proposer's ability to deliver a complete working system based upon the requirements of the RFP in reasonable and realistic time frames.	20
Prior experience and past performance – Prior experience, qualifications of personnel, and demonstrated competence including technical ability in establishing comparable programs; demonstrated ability to work effectively with management and employees and employee organizations; familiarity within the environmental context of local governmental system; demonstrated ability to communicate effectively in non-technical, easily understood language both verbally and in concise written form.	25
<b>Total:</b>	<b>100</b>

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

$$\text{Lowest Cost Proposal} \times \text{Maximum Points} = \text{Score}$$

Divided by Other Proposer's Cost

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

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

## **2.2 Information Technology**

### **2.2.1 Software Licensing Provisions**

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

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

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

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

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

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

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

#### **2.2.1.4 Standard Software Licensing Provisions**

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

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

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

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

#### **2.2.1.5 Warranties**

2.2.1.5.1 Licensed System; Services: Licensor warrants that, on the Acceptance Date, the Licensed System furnished hereunder shall be free

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

2.2.1.5.2 Ownership; Authority: Licensor warrants that it has full power and authority to grant the rights granted by these License Provisions to County with respect to Licensed System without the consent of any other person or entity. Licensor also warrants that neither the performance of the services by Licensor nor the license to and use by County of the Licensed System and documentation, including the copying of the Licensed System and documentation, will in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure or other rights of any third party.

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

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

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

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

#### **2.2.1.6 Improvements; Modifications**

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

2.2.1.6.2 Program Changes. If, at any time after the Acceptance Date, Licensor shall develop any changes in the Licensed System which affect the basic program, function(s) of the Licensed System, or adds one or more new ones, these shall be furnished to the County at no charge, provided the County maintains current support with the Licensor.

#### **2.2.1.7 Indemnification**

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

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

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

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

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

2.2.1.8 Source Code: Upon the occurrence of a Source Code Delivery Event, Licensor shall deliver to County a full and complete set, for the most current

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

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

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

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

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

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

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

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

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

## **2.3 Optional Provision for Other Agencies**

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

## **2.4 Purchase Order/Contract**

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

## **2.5 Contract Period for Term Contract**

The Contract resulting from this Solicitation Document will be in effect for a three (3)-year period (ending on the last day of the final month) from the effective date of the Contract as established by the County's Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA).

## **2.6 Estimated Quantities**

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



## **2.7 Hillsborough County Governmental Purchasing Council: Reference Laws of Florida 69-1112 and 69-1119**

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

Children's Board of Hillsborough County

City of Plant City

City of Tampa

City of Tampa Housing Authority

City of Temple Terrace

Clerk of the Circuit Court

Expressway Authority

Hillsborough Area Regional Transit Authority

Hillsborough County Aviation Authority

Hillsborough County Board of County Commissioners

Hillsborough Community College

Hillsborough County School Board

Hillsborough County Sheriff

Property Appraiser

State Attorney's Office

Supervisor of Elections

Tampa Palms Community Development District

Tampa Port Authority

Tampa Sports Authority

Tax Collector

## **2.8 Ordering**

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

## **2.9 Termination for Convenience**

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

## **3.0 Definitions**

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

### **3.1 Agreement**

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

### **3.2 Amendment(s), Addendum, or Addenda**

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

### **3.3 Bid(s), or Bidder's Bid**

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

### **3.4 Bidder**

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

### **3.5 Blanket Purchase Agreement (BPA)**

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

### **3.6 Board of County Commissioners**

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

### **3.7 Bond**

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

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

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

### **3.9 Change Order**

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

### **3.10 Close Date**

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

### **3.11 Contract or Contract Documents**

"Contract" or "Contract Documents" shall mean the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Equal Employment Opportunity and Affirmative Action Requirements, all Amendment(s) issued, the Offer, the Agreement (if applicable), all the attached documents identified in this Solicitation Document, all supplementary drawings issued after award of the contract, all Change Orders, all

Allowance Authorization Releases, and all provisions required by law to be a part of the Contract Documents, whether actually inserted therein or not.

### **3.12 Contract Price**

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

### **3.13 Contract Purchase Agreement (CPA)**

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

### **3.14 Contract Time or Contract Period**

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

### **3.15 Contractor**

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

### **3.16 County**

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

### **3.17 County Administrator**

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

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

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

### **3.19 Designee**

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

### **3.20 Earnest Money Deposit (EMD)**

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

### **3.21 Electronic Bidding System**

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

### **3.22 Minimum Specifications**

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

### **3.23 Modification Agreement**

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

### **3.24 Notice**

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

### **3.25 Notice of Award**

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

### **3.26 Notice to Proceed**

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

### **3.27 Offer(s)**

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

### **3.28 Offeror**

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

### **3.29 Project**

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

### **3.30 Project Manager**

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

### **3.31 Proposal(s)**

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

### **3.32 Proposer**

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

### **3.33 Purchase Order**

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

### **3.34 Quote(s)**

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

### **3.35 Request for Proposal**

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

### **3.36 Service(s)**

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

### **3.37 Site(s)**

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

### **3.38 Solicitation Document**

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

### **3.39 Specifications**

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

### **3.40 Subcontractor**

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

### **3.41 Successful Bidder/Proposer**

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



### **3.42 Surety**

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

### **3.43 Unilateral Change Order**

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

### **3.44 Work**

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

## **4.0 Instructions**

### **4.1 Bid Submissions**

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

4.1.2 Offers delivered by non-electronic means, facsimile, electronic mail (e-mail) or electronic means other than through the County's Electronic Bidding System will not be considered.

### **4.2 Affirmative Action Business Enterprise Policy**

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

4.2.2 A written Affirmative Action/Equal Employment Opportunity (AA/EEO) Policy or Program is required if the Offeror has fifteen (15) or more employees. If the Offeror has fewer than fifteen (15) employees, then a written Affirmative Action (AA) Policy

Statement is required. A copy of Offeror's written AA/EEO Policy/Program or AA Policy Statement (as applicable) should be submitted to the County within five (5) Business Days of notification of low Bidder status by the County but **must** be submitted no later than fifteen (15) Business Days after notification of low Bidder status by the County.

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

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

4.3.1 A Contract, if awarded, will be awarded to the lowest responsive and responsible Bidder in accordance with this Solicitation Document and applicable law.

4.3.2 The County, in its sole discretion, may determine whether acceptance of the Bid/Quote is in the best interest of the County. Further, the County reserves the right to reject any and all Bids/Quotes and to waive any informality concerning a Bid/Quote whenever such rejection or waiver is in the best interest of the County and in conformance with Florida Law.

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

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

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

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

#### **4.4 Bid/Proposal/Quote Pricing**

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

#### **4.5 Bid/Proposal/Quote Results**

Preliminary results are generally available within two (2) Business Days to Bidders/Proposers in the County's Electronic Bidding System.

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

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

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

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

4.7.1 excuse the Successful Bidder's/Proposer's failure to complete the Work in accordance with the Specifications and requirements set forth in this Solicitation Document based on the Successful Bidder's/Proposer's ignorance of conditions or difficulties that may exist prior to the Close Date or of conditions or difficulties that may be encountered during the execution of the Work; and/or

4.7.2 be a basis for any claims for additional compensation and/or for any extensions of time.

#### **4.8 Procurement Policy and Procedures and Hillsborough County Ordinance – Protest Process and Procedures**

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

[www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents](http://www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents)

Offeror is further advised that pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, Sec. 2-567(b)(i), any protest of the Specifications and/or terms and conditions contained within this Solicitation Document must be received by the County

no later than five (5) Business Days before the Close Date/Bid Submittal Deadline set forth in this Solicitation Document.

#### **4.9 Bidder's/Proposer's Understanding of the Solicitation Document**

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

#### **4.10 Cancellation of Solicitation Document**

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

#### **4.11 Compliance With Occupational Safety and Health Act (O.S.H.A.)**

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

#### **4.12 Condition of Goods, Shipping Costs, and Claims Against Carrier**

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

#### **4.13 Cone of Silence**

Pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, there shall be a Cone of Silence for all procurement solicitations (except sole source procurement) issued by the County that are at or over the County's formal bid limit in order to safeguard the integrity of the County's procurement and protest process. Except as otherwise provide in this section, the Cone of Silence shall go into effect on the date a procurement solicitation is issued by the County and shall end the earlier of five (5) Business Days after the County posts its notice of intent to award the contract(s) associated with this solicitation or on the date the procurement solicitation is canceled by the County. However, if a protest is timely filed, then the Cone of Silence shall remain in effect for the duration of the protest process including the exhaustion of any related appeals related to the protest. Unless otherwise provided for in Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, during the time period the Cone of Silence is in effect, no Offeror, interested party and/or their principals, officers, employees, attorneys or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding a procurement solicitation and/or its related protest. The Cone of Silence does not prohibit an Offeror from communicating with the Director of the County's Procurement Services Department, County Procurement staff, or the attorney in the County Attorney's office that is directly responsible for the applicable procurement solicitation (this information can be obtained by contacting the County Procurement staff person listed as the contact in the applicable procurement solicitation).

**It is the responsibility of any Offeror/interested party to ensure that the Cone of Silence is no longer in effect prior to communicating with any person under the Cone of Silence** (including determining whether protests have been filed for the subject solicitation and the status of such protests – which extends the Cone of Silence time period as stated above). A violation of the Cone of Silence will result in the disqualification of the Offeror from consideration in the award of the procurement solicitation unless it is determined that the violation is unintentional and/or not material.

#### **4.14 Deviations**

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

#### **4.15 Disadvantaged Minority/Disadvantaged Women Business Enterprise and Small Business Enterprise (DM/DWBE and SBE) Participation**

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

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

4.15.3 Eligible DM/DWBE Businesses - All DM/DWBE firms identified in Proposer's Proposal must either be certified with the County as a DM/DWBE or have reciprocal certification with the COUNTY **by the Close Date** for this RFP in order for Proposer's Proposal to be considered for the award of DM/DWBE bonus points. Eligible firms can apply to the County for certification with the COUNTY as a DM/DWBE by applying online

at <https://hillsboroughcounty.diversitycompliance.com/> – DM/DWBE & SBE Program (Hillsborough County Disadvantaged Minority and Disadvantaged Women Business Enterprise Program and the Small Business Encouragement Program). Firms that are no longer economically disadvantaged, that have graduated from the County's DM/DWBE Program, and those that have been denied certification by the County **cannot** be used to obtain bonus points. A listing of such graduated and denied firms is available on the following County website: <https://hillsboroughcounty.diversitycompliance.com/>.

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

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

**4.15.5 2<sup>nd</sup> and 3<sup>rd</sup> Tier Participation for Projects over \$20 Million** – The Proposer will be allowed to utilize second (2<sup>nd</sup>) tier DM/DWBE participation (i.e., DM/DWBE subcontractor of 1<sup>st</sup> tier subcontractor) and third (3<sup>rd</sup>) tier DM/DWBE participation (i.e., DM/DWBE subcontractor of 2<sup>nd</sup> tier subcontractor) for goal attainment in projects/contracts valued at over Twenty Million Dollars (\$20,000,000).

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

4.15.6.1 The RFP number and title of the procurement solicitation;

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

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

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

4.15.6.4.1 A letter of intent from the DM/DWBE firm on the DM/DWBE's letterhead stating its intent to perform the services and the scope of

work. The letter should reference this RFP specifically and should be signed by the firm's owner/managing partner; and

4.15.6.4.2 A copy of the DM/DWBE's current DM/DWBE certification and/or registration. If the DM/DWBE is seeking reciprocal certification with the COUNTY, then a letter from the certifying jurisdiction or copy of the certification document evidencing certification by the certifying jurisdiction must be attached.

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

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

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

4.15.7.2 Substitution of DM/DWBE Subcontractor – In the event of a change in circumstances that are beyond the control of the Proposer/Contractor (such as changes made by the County to the scope of work to be performed or the inability of the DM/DWBE Subcontractor to perform the required services), the Proposer/Contractor shall submit a written explanation of the changed circumstances to the County's Minority and Small Business Enterprises Division and shall request a substitution of the original proposed DM/DWBE Subcontractor with another DM/DWBE. The substitution must meet the same certification requirements as the original proposed DM/DWBE and the substitution must be authorized, in writing, by the County's Minority and Small Business Enterprises Division. **The Proposer/Contractor shall not substitute with a non-DM/DWBE Subcontractor or complete the work using its own resources**



**without the prior written approval of the County's Minority and Small Business Enterprises Division.** Approval of such substitution by the County will be provided only upon a showing that it is not reasonable or possible for the Proposer/Contractor to obtain the services of another certified DM/DWBE to complete the relevant portions of the County Contract.

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

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

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

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

4.15.8.3 The County's Minority and Small Business Enterprises Division may require the Proposer/Contractor and/or Subcontractors to furnish the County with additional documentation (separate from those generated by the County's Vendor Compliance System (B2GNOW)).

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

4.15.8.5 The Minority and Small Business Enterprises Division may review subcontract agreements, purchase orders and other related and relevant

documents for the purpose of verifying that Subcontractors are performing and receiving payment for the work specified therein.

4.15.9 Notification of Non-Compliance

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

4.15.9.2 The Non-Compliance Notice shall specify the following:

4.15.9.2.1 Identify the compliance deficiencies;

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

(I)

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

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

**OR**

(II) Contact the County within five (5) Business Days of the date of the notice to discuss any issues preventing the Proposer’s/Contractor’s compliance with the DM/DWBE requirements and to identify a resolution to such issues. Such resolution will be in writing and must be approved by the County’s Minority and Small Business Enterprises Division.

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

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

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

4.15.11 Non-Performance of Contractor -

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

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

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

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

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

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

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

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

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

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

4.15.11.4.1 Termination of the Contract with the County.

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

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

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

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

#### **4.16 Drug Free Workplace Program**

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

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

#### **4.17 Electronic Payment Solution**

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

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

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

[https://www.hillsboroughcounty.org/library/hillsborough/media-center/documents/procurement-services/selling-to-hillsborough/direct\\_deposit\\_authorization\\_form.pdf](https://www.hillsboroughcounty.org/library/hillsborough/media-center/documents/procurement-services/selling-to-hillsborough/direct_deposit_authorization_form.pdf)

#### **4.18 Equipment Demonstration**

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

#### **4.19 Execution of Written Agreement**

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

#### **4.20 Explanation of Competitive Sealed Proposal Method of Procurement**

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

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

4.20.2 Discussions may be held with all responsible Proposers after Proposals are opened for purposes of clarification. The County also reserves the right to request written clarifications from Proposers after the Proposals have been opened. Proposers will be

given equal treatment with respect to discussions and all information obtained is to secure the best possible Offers for the County.

4.20.3 Award shall be made to the responsible Proposer whose Proposal is determined to be the most advantageous to the County taking into consideration only the evaluation factors set forth in the Request for Proposal.

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

#### **4.21 Facilities Inspection**

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

#### **4.22 Hillsborough County Business Tax**

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

#### **4.23 Inspection of Samples**

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

#### **4.24 IRS Substitute W-9, Request for Taxpayers Identification Number and Certification**

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

#### **4.25 Licensing**

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

#### **4.26 Modification and/or Withdrawal of Offer Prior to Close Date**

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

#### **4.27 No Assignment of Offers**

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

#### **4.28 Obtaining Clarification and/or Additional Information**

Bidders/Proposers are instructed not to contact County employees regarding this Solicitation Document with the exception of employees of the Procurement Services Department. Potential Bidders/Proposers requesting clarification or additional information should contact the Procurement Services Department at the address/telephone/fax numbers or e-mail address listed in this Solicitation Document.

#### **4.29 Public Entity Crimes Statement**

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



Bidder/Proposer to promptly supply information in connection with an inquiry may be grounds for rejection of an Offer.

#### **4.30 Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting**

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

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

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

#### **4.32 Proposer Must Provide County with Affidavit Denying Involvement with a Country of Concern**

**(\*\*\* Only applicable to Proposers where the resulting contract will grant the Proposer/Contractor access to an individual's personal identifying information – e.g. driver's license, military ID, passport, social security number, etc.)**

4.32.1 Beginning January 1, 2024, if the resulting Contract with the Proposer will grant the Proposer/Contractor access to an individual's personal identifying information – e.g. driver's license, military ID, passport, social security number, etc.), then pursuant to Florida Statutes, Section 287.138(4)(a), the Proposer/entity must provide the County with an affidavit signed by an officer or representative of the entity, under penalty of perjury, attesting that the entity does not meet any of the criteria set forth in Florida Statutes, Section 287.138(2)(a) through (c); (i.e., an affidavit stating that (a) the Proposer/entity is not owned by the government of a Foreign Country of Concern, (b) the government of a Foreign Country of Concern has no controlling interest in the Proposer/entity, and (c) the Proposer/entity is not organized under the laws of or does not have its principal place of business in a Foreign Country of Concern. **Said affidavit MUST be submitted with Proposer's Proposal/offer.** For purposes of this section, a "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Korea, the Republic of



Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country.

4.32.2 Proposer is advised that per Florida Statutes, Section 287.138(4)(a), beginning January 1, 2024, the County cannot accept a bid on, a proposal for, or reply to, or enter into a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the County with aforementioned affidavit.

#### **4.33 Requested Information and Descriptive Literature**

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

#### **4.34 Submittal Deadline**

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

#### **4.35 Taxes**

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

#### **4.36 Time Period Offer is Valid**

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

#### **4.37 Unbalanced Offers and/or Excessive Line-Item Prices**

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

## **5. GENERAL TERMS AND CONDITIONS**

### **5.1 Applicable Law**

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

### **5.2 Changes in Contact Price**

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

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

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

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

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

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

### **5.3 Changes in Contract Time**

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

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

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

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

newly hired employees. Accordingly, by submitting its Offer, the Contractor represents and warrants that it is registered with, and uses, the E-Verify system for all newly hired employees.

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

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

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

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

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

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

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

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

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

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

#### **5.4.3 IMAGE Best Practices**

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

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

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

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

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

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

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

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

practicable, incorporate the verification requirements in Subcontractor agreements.

5.4.3.8 Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

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

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

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

## **5.5 Contractor Use of Hillsborough County for Marketing Prohibited**

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

## **5.6 Contractor's Responsibilities**

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work and/or Project. If the Contractor observes that the Specifications are at variance with such laws, ordinances, rules or regulations, then the Contractor will give the County prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order, Unilateral Change Order or Modification Agreement to the Contract. If the Contractor performs any Work knowing that such

Work is contrary to such laws, ordinances, rules, and regulations and without giving such notice to the County, the Contractor will bear all costs arising therefrom; however, it shall not be the

Contractor's primary responsibility to ensure that the Specifications are in accordance with such laws, ordinances, rules and regulations.

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

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

#### **5.8 Emergencies**

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

#### **5.9 Failure to Perform**

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

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

5.9.2 Terminate the Contract; and/or

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

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

#### **5.10 Fiscal Non-Funding/Availability of Funding**

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

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

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

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

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

#### **5.12.1 Hillsborough County**

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

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

#### **5.12.2 State of Florida**

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

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

5.12.2.3 Florida Statutes section 112.043 prohibits age discrimination in employment.

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

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

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

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

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

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

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

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

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

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

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

### **5.12.3 Federal**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

5.12.3.17 Americans with Disabilities Act of 1990, 42 U.S.C. section 12101 et seq., as amended by the ADA Amendments Act of 2008, P.L. 110-325, 122 Stat. 3554.

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

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

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

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

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

5.12.3.23 Executive Order 13673, Fair Pay and Safe Workplaces.

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

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

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

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

5.12.4.4 The Contractor will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments

under Section 202 of Executive Order 11246 of September 24, 1965, and this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

5.12.4.8 The Contractor will include the provisions of the subparagraphs contained in this section titled "5.12.4 If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows" in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

### **5.13 Indemnification**

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

5.13.2 Patent and Copyright Indemnification - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall indemnify, defend, and hold harmless the County from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a County's misuse or modification of Contractor's products or County's operation or use of Contractor's products in a manner not contemplated by the Contract.

If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may, at its sole expense, procure for the County the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the product, the Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. The County shall not be liable for any royalties.

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

5.13.3.1 written notice of any action or threatened action;

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

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

#### **5.14 Injury and/or Damage Claims**

Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of its employees, agents or others for whose acts

it is legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

#### **5.15 Interpretation and Intent of Contract Documents**

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

#### **5.16 Laws and Regulations**

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

#### **5.17 Legally Required Statement and Provisions Regarding Access to Records for Services Contracts**

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**813-272-5790,**

**StromerS@HCFLGov.net,**

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

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

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

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

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

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

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

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

5.18.1 In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Bidders/Proposers should be aware that this Solicitation Document and all Offers are in the public domain and are available for public inspection. Bidders/Proposers are requested, however, to identify specifically any information contained in their Offers which they consider confidential and/or proprietary,

inclusive of trade secrets as defined in s. 812.081, Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law and including narrative explaining the applicable legal exemption as it relates specifically to Bidder's/Proposer's confidential and/or proprietary information.

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

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

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

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

#### **5.19 No Assignment of Contract**

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

#### **5.20 Non-Exclusive Contract**

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



## **5.21 Notices to Contractor**

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

## **5.22 Notices to the County**

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

## **5.23 Payment and Completion**

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

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

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

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

5.23.4.1 The Work is defective;

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

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



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

#### **5.24 Payment to Contractor by Electronic Payment Solution**

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

#### **5.25 Payment to Subcontractors**

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

#### **5.26 Performance Standards and Product Quality**

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

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

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

5.27.2 Contractor is advised that Florida Statutes, Section 287.135, prohibits agencies and governmental entities from contracting with a company for goods and/or services in the amount of One Million Dollars (\$1,000,000) or more if such company is (a) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (b) on the Scrutinized Companies with Activities in the Iran Petroleum

Energy Sector List (created pursuant to Florida Statutes, Section 215.473), or (c) engaged in business operations in Cuba or Syria. The County reserves the right to terminate the Contract if the County discovers that the Contractor has (i) submitted a false certification regarding the Contractor's business operations in the countries and/or industries listed in (a) through (c) of this paragraph, (ii) been placed on the Scrutinized Companies with Activities in Sudan List, (iii) been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or (iv) engaged in business operations in Cuba or Syria.

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

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

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

## **5.29 Severability**

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

## **5.30 Solid Waste Collection and Disposal**

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

### **5.31 Starting the Work**

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

### **5.32 Statement of Assurance**

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

### **5.33 Suspension of Work**

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