



# Request for Proposals

Insurance Consulting and Brokerage Services

RFP-26-00292

HCFL.gov/Vendors  
(813) 272-5790



**Hillsborough  
County Florida**  
Procurement Services

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

SOLICITATION TYPE: Competitive Sealed Proposals

SOLICITATION NUMBER: **RFP-26-00292**

SOLICITATION TITLE: Insurance Consulting and Brokerage Services

BRIEF DESCRIPTION: The Hillsborough County Board of County Commissioners (County) is seeking competitive sealed proposals from experienced and qualified Contractors to provide ongoing and as-needed insurance consulting and brokerage services for a five (5)-year period.

DUE DATE & TIME: **July 24, 2026, 2:00 P.M.** Eastern Time (as recorded by the County's Electronic Bidding System)

ISSUING DEPARTMENT DIRECTOR:

The Director of Procurement is considered the issuing department director for the purpose of Section 2-567(c) of the Hillsborough County Procurement Protest Policy and Procedures Ordinance.

PROPOSAL SUBMISSION: The County will only accept proposals submitted through its electronic bidding system (Euna Procurement). Proposals that are submitted or delivered by non-electronic means (hard-copy paper), facsimile, electronic mail (e-mail), electronic file, or means other than through the County's electronic bidding system (Euna Procurement) will **not** be accepted or considered. Please visit our vendors webpage ([hcfl.gov/vendors](http://hcfl.gov/vendors)) for information regarding vendor registration, electronic bid submission, procurement opportunities, and other important resources.

TIMELINESS: To preserve the integrity of the competitive sealed proposal process, proposals submitted after the due date and time listed above, unless otherwise amended, cannot and will not be accepted. Please do not wait until the last minute, hour, or day to submit your proposal, as you may encounter technical difficulties or issues that cannot be resolved before the due date and time. When preparing to submit your proposal, please read and follow all instructions regarding formatting and other details related to the form(s) to be used. Again, please do not wait until it's too late for assistance. We value and need your participation, so the last thing we want is for you to miss this opportunity.

QUESTIONS:

- Questions regarding technical difficulties or errors encountered while submitting proposals through Euna Procurement must be directed to

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Euna Procurement Support at 1-844-226-3862 or [support.bonfire@eunasolutions.com](mailto:support.bonfire@eunasolutions.com).

- Questions regarding the specifications or solicitation document must be directed to Procurement Services using the “messages” section in Euna Procurement for this particular procurement.
- To be given consideration, such requests must be received no later than 14 calendar days after the date of Solicitation issuance in Euna Procurement, site visit, or pre-proposal conference, whichever is later.
- Questions regarding vendor registration, training, or general questions must be directed to the Supplier Engagement Team at (813) 272-5790 or [iSupplier@HCFL.gov](mailto:iSupplier@HCFL.gov).

CONE OF SILENCE:

A Cone of Silence is in effect for this procurement; therefore, no proposer, interested party and/or their principals, officers, employees, attorneys, or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding this procurement and/or a related protest, except as otherwise provided in the [Hillsborough County Procurement Protest Policy and Procedures Ordinance](#). The Cone of Silence does not prohibit a proposer from communicating with the Director of Procurement, staff in the Procurement Services Department, or the County’s attorney assigned to this procurement. Violating the Cone of Silence may disqualify the proposer from consideration for award. Please refer to the **Instructions** for complete details about the Cone of Silence.

PRE-PROPOSAL CONFERENCE:

A pre-proposal conference will be held on **June 25, 2026 at 10:00 A.M. EST, virtually**. All interested parties are strongly encouraged to attend. The purpose of the pre-proposal conference is to allow potential proposers an opportunity to present questions to staff and seek clarification of the requirements contained in the solicitation.

INSURANCE:

Insurance coverage is required for this procurement. Please see **RFP-26-00292 Insurance Requirements Attachment** and **Special Terms and Conditions**.

SURETY (BONDS):

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

E-VERIFY:

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

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DIGITAL ACCESSIBILITY COMPLIANCE:

Any and all information and communications technology developed, provided, procured, maintained, or otherwise made available under this Contract and intended for public access or use, shall comply with various accessibility standards. Please see **General Terms and Conditions** for complete details and requirements.

INSTRUCTIONS TO PROPOSERS:

Please see **Sections 1.8, 1.9, and 4.** for various instructions for Proposers.

## **1. SPECIFICATIONS**

### **1.1. Scope**

1.1.1 The Hillsborough County Board of County Commissioners (County) is seeking competitive sealed proposals from experienced and qualified Contractors to provide ongoing and as-needed insurance consulting and brokerage services for the Risk Management & Safety Division (RMS) for a five (5)-year period.

1.1.2 The County seeks a full range of property, casualty and builder's risk agent and broker services to include but not limited to marketing and placement of insurance coverages, as well as consulting services for coverage issues, self-insurance operations, asset management services, certificate of insurance management software and programs, and safety consulting services with monetary safety incentives to assist in building a safety program and culture.

### **1.2. Objectives**

RMS seeks to enhance the County's overall risk strategy, optimize insurance program performance, and reduce the total cost of risk. Objectives include, but are not limited to:

1.2.1 Optimize insurance program design and structure to:

1.2.1.1 Align coverage limits, retentions, and structures with the County's risk profile.

1.2.1.2 Utilize catastrophe modeling and data analytics to inform decision-making.

1.2.1.3 Ensure adequate protection against property, casualty, and construction-related risks.

1.2.2 Enhance market engagement to:

1.2.2.1 Strengthen the County's market position and improve financial outcomes.

1.2.2.2 Achieve competitive pricing, terms, and coverage.

1.2.2.3 Implement strategies to reduce and stabilize the County's Total Cost of Risk (TCOR)

1.2.3 Strengthen claims management and enhance outcomes to:

1.2.3.1 Improve claims handling efficiency and effectiveness.

1.2.3.2 Maximize recovery on claims, including catastrophe-related losses.

1.2.3.3 Strengthen coordination with TPAs, carriers, and adjusters.

1.2.4 Leverage data and analytics to:

1.2.4.1 Utilize data driven insights to support informed decision-making.

1.2.4.2 Achieve competitive pricing, terms, and coverage.

1.2.4.3 Improve data quality, reporting, risk visibility, and forecasting.

1.2.4.4 Enhance underwriting outcomes and reduce the TCOR.

1.2.5 Ensure full transparency, accountability, and high-quality service delivery to:

1.2.5.1 Maintain full transparency in compensation, commissions, fees, and market activities.

1.2.5.2 Ensure contractor compensation structures, incentives, discounts, and service strategies support the County's financial, operational, and risk management objectives, including reduction of Total Cost of Risk (TCOR), and comply with the compensation and transparency requirements of this Solicitation Document.

1.2.5.3 Maintain clear, accurate, and consistent reporting and disclosures throughout the term of the Contract.

1.2.6 Improve risk management and loss prevention to:

1.2.6.1 Identify key risk drivers and implement mitigation strategies.

1.2.6.2 Strengthen safety programs and reduce claim frequency and severity.

1.2.6.3 Support development of enterprise risk management (ERM) capabilities.

**1.3. Background**

1.3.1 Hillsborough County maintains a complex insurance program with significant property values, catastrophe exposure, and diverse coverage needs requiring strategic expertise and proactive management to include but not limited to:

1.3.1.1 Program Design and Risk Strategy

1.3.1.2 Marketing and Market Engagement

1.3.1.3 Insurance Procurement and Placement

1.3.1.4 Policy Administration

1.3.1.5 Claims Management and Advocacy

1.3.1.6 Data, Analytics, and Risk Management Information Systems (RMIS)

1.3.1.7 Risk Management and Consulting Services

1.3.1.8 Transparent Compensation strategy with monetary safety incentives to assist in building a safety program and culture.

1.3.2 Hillsborough County's insurance program includes both utility and non-utility assets. The program history, based on the most recent program year, is as follows:

1.3.2.1 Non-Utility Total Insured Values (TIV): ~\$1.96B

1.3.2.2 Utility TIV: ~\$648M

1.3.2.3 Total Program Value: ~\$2.6B+

1.3.2.4 Premium Trends:

1.3.2.4.1 2023: Significant increases due to hard market (+36%)

1.3.2.4.2 2024: Stabilization

1.3.2.4.3 2025-2026: Market softening and rate reductions

1.3.3 The program consists of a multi-layered structure and coverages, layered limits, and varying deductibles and retentions, supported by multiple carriers across property, casualty, and specialty lines. The program structure and coverage includes, but is not limited to:

1.3.3.1 Property (Utility and Non-Utility)

1.3.3.2 Boiler & Machinery

1.3.3.3 Inland Marine

1.3.3.4 Workers' Compensation (Primary and Excess)

1.3.3.5 Cyber Liability

1.3.3.6 Pollution Liability

1.3.3.7 Public Officials' Liability

1.3.3.8 Crime

1.3.3.9 Aircraft Liability

1.3.3.10 Auto Liability and Physical Damage

1.3.3.11 Watercraft Liability and Pollution

1.3.3.12 Flood Coverage



1.3.4 Hillsborough County is located on the west coast of Florida and encompasses approximately 1,020 square miles of land and 246 square miles of inland water areas for a total of 1,266 square miles. The unincorporated area encompasses 888 square miles. The total County population is approximately 1,400,000 residents. Program complexities include, but are not limited to:

1.3.4.1 Exposure to catastrophic losses (hurricanes, flooding, wind events)

1.3.4.2 Market volatility impacting pricing, capacity, and coverage terms

1.3.4.3 Large and growing TIV

1.3.4.4 Need for improved claims outcomes and recovery strategies

1.3.4.5 Complex, multi-layered insurance structure requiring coordination across carriers

1.3.5 The following exhibits have been provided for reference:

1.3.5.1 Exhibit A – Program Structure

1.3.5.2 Exhibit B – Historical Property Program Results (2022–2026)

1.3.5.3 Exhibit C – Total Insured Values (Utility and Non-Utility)

1.3.5.4 Exhibit D – Exposure Comparison (2022–2025)

1.3.5.5 Exhibit E – AIR & RMS Catastrophe Modeling and Claims Data

#### **1.4. Applicable Publications, Terminology, and Acronyms**

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

1.4.1 Florida Statutes Chapter 624 Insurance Code: Administration and General Provisions and Chapter 626, Insurance Field Representatives and Operations.

[https://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0600-0699/0624/0624.html](https://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0600-0699/0624/0624.html)

[https://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0600-0699/0626/0626ContentsIndex.html](https://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0600-0699/0626/0626ContentsIndex.html)

1.4.2 State of Florida License 2-20 General Lines Agents License.

[https://www.myfloridacfo.com/docs-sf/insurance-agents-and-agency-services-libraries/agents-docs/licensure/agents-adjusters/2-20-resident-general-lines.pdf?sfvrsn=a4426e2d\\_14](https://www.myfloridacfo.com/docs-sf/insurance-agents-and-agency-services-libraries/agents-docs/licensure/agents-adjusters/2-20-resident-general-lines.pdf?sfvrsn=a4426e2d_14)



1.4.3 State of Florida License 2-15 Life, Health, and Variable Annuities License.

[https://www.myfloridacfo.com/docs-sf/insurance-agents-and-agency-services-libraries/agents-docs/licensure/agents-adjusters/2-15-resident-health-life-agent-license.pdf?sfvrsn=c3da4edd\\_9](https://www.myfloridacfo.com/docs-sf/insurance-agents-and-agency-services-libraries/agents-docs/licensure/agents-adjusters/2-15-resident-health-life-agent-license.pdf?sfvrsn=c3da4edd_9)

1.4.4 State of Florida License 1-20 Surplus Lines License.

[https://www.myfloridacfo.com/docs-sf/insurance-agents-and-agency-services-libraries/agents-docs/licensure/agents-adjusters/1-20-resident-surplus-lines-license.pdf?sfvrsn=d371a742\\_5](https://www.myfloridacfo.com/docs-sf/insurance-agents-and-agency-services-libraries/agents-docs/licensure/agents-adjusters/1-20-resident-surplus-lines-license.pdf?sfvrsn=d371a742_5)

1.4.5 State of Florida Department of Financial Services.

<https://www.myfloridacfo.com>

1.4.6 State of Florida Division of Insurance Agent and Agency Services.

<https://www.myfloridacfo.com/division/agents>

The following terminology forms a part of this specification:

1.4.7 “Agent” shall mean an individual or company that provides consulting and brokerage services on behalf of clients.

1.4.8 “Broker” shall mean a properly registered and licensed business or individual engaging in the activity of buying or selling securities on behalf of clients or for their own account.

1.4.9 “Broker of Record” shall mean a Broker designated to manage, represent, and negotiate insurance policies on behalf of the County.

1.4.10 “Fiscal Year” shall mean a budget period beginning October 1 and ending September 30.

1.4.11 “Underwriter” shall mean a bank or financial institution that guarantees payment for insurance policies.

1.4.12 “White Papers” shall mean a report or guide that informs the County about complex issues, market trends, methods, and suggested improvements to related policies.

The following acronyms forms a part of this specification:

AAI	Accredited Advisor in Insurance
AIR	Applied Insurance Research
ARM	Associate in Risk Management
CAP	Corrective Action Plan
CAT	Catastrophe
CIC	Certified Insurance Counselor
COPE	Construction, Occupancy, Protection and Exposure

CPCU	Chartered Property Casualty Underwriter
EDR	Endpoint Detection and Response
ERM	Enterprise Risk Management
FEMA	Federal Emergency Management Agency
IR	Incident Response
IRIC	Insurance Requirements in Contract
KPI	Key Performance Indicators
MFA	Multi-Factor Authentication
MSSP	Managed Security Service Provider
OCIP	Owner Controlled Insurance Program
PAM	Privileged Access Management
RMIS	Risk Management Information System
RMS	Risk Management & Safety Division
SIR	Self-Insured Retention
SOV	Statement of Value
TCOR	Total Cost of Risk
TIV	Total Insured Values
TPA	Third-Party Administrator

## 1.5. Minimum Qualifications

1.5.1 The Proposer or principal thereof shall demonstrate recent experience in providing substantially similar services.

1.5.1.1 The Proposer shall have experience in providing Property and Casualty Broker of Record Services.

1.5.1.2 The Proposer shall have documented experience managing large, complex insurance programs TIVs exceeding one (1) billion and significant catastrophe exposure.

1.5.2 The Proposer shall possess the following licenses:

1.5.2.1 2-20 General Lines Agents License

1.5.2.2 2-15 Life, Health, and Variable Annuities License

1.5.2.3 1-20 Surplus Lines License

1.5.2.4 Certificate of authority to transact insurance, in accordance with section 624.404, Florida Statutes, or are eligible surplus lines insurers, in accordance with section 626.918, Florida Statutes.

1.5.3 The Proposer shall be in good standing with the State of Florida's Department of Insurance.

1.5.4 The Proposer's staff, to be assigned to the resulting contract, shall meet the following qualifications:

1.5.4.1 Broker's key management personnel assigned to the BOR program shall have, at time of Proposal submission and throughout the term of the resulting contract, an active insurance license(s) required to provide the services contemplated herein.

1.5.4.2 Lead Account Manager (Oversees the execution and serves as primary contact.)

1.5.4.2.1 Demonstratable, substantial experience managing, overseeing, and leading the placement of complex property and casualty insurance programs, including experience with large public-sector or catastrophe-exposed insurance programs.

1.5.4.2.2 Have, at time of bid submission and throughout the term of the resulting contract, one (1) or more of the following accreditations: CPCU, AAI, CIC, or ARM.

1.5.4.3 Contract Manager (Serves as the secondary contact.)

1.5.4.3.1 Demonstratable, substantial experience managing, overseeing, and leading the placement of complex property and casualty insurance programs and other insurance consulting services.

1.5.4.3.2 Have, at time of Proposal submission and throughout the term of the resulting contract, one (1) or more of the following accreditations: CPCU, AAI, CIC, or ARM.

1.5.4.4 Risk Control and Prevention Manager shall have documented, relevant experience.

1.5.4.5 Claims Manager shall have documented claims management experience.

## **1.6. Minimum Requirements**

1.6.1 The Contractor shall provide comprehensive insurance consulting, brokerage, and risk management services to support the County's Property, Casualty, and Builder's Risk programs. All services shall be performed in accordance with industry best practices, applicable laws, and the requirements outlined herein.

1.6.2 Key Personnel and Staffing

1.6.2.1 The Contractor shall appoint a Lead Account Manager to oversee and administer the contract.

1.6.2.2 The Contractor shall be responsible for ensuring that Contractor's staff are appropriately licensed and registered with the State of Florida. Only licensed and registered employees or subcontractors of the Contractor shall provide services under any awarded Contract.

1.6.2.3 The Contractor shall be responsible for maintaining, throughout the term of the Contract, all Contractor's staff licenses, certifications, and accreditations required, as per the Florida Department of Financial Services. Licenses, certifications, and accreditations shall be provided, within 10 Days, upon County request.

1.6.2.4 The Contractor shall notify the County, by email, within two (2) business days of any changes in staffing assigned to the resulting Contract.

### 1.6.3 Program Design and Risk Strategy

1.6.3.1 The Contractor shall provide the following services:

#### 1.6.3.1.1 Property and Causality Program

1.6.3.1.1.1 Review loss history, annually, to confirm limits and retentions for lines of coverage.

1.6.3.1.1.2 Confirm, annually, attachment points based on carrier pricing.

1.6.3.1.1.3 Develop annual loss projections within the various retention levels.

1.6.3.1.1.4 Provide CAT modeling, annually, to confirm the property limits being purchased based on concentration of values and the County's PML/MFLs for various losses. (wind/hail/fire).

#### 1.6.3.1.2 Builders Program

Provide Owner Controlled Insurance Program (OCIP) brokerage and administration to control construction costs, improve insurance coverage, and increased control of claims and risk control for new and renovation construction.

#### 1.6.3.1.3 Actuarial Services

Perform analysis, upon County request, on the County's self-insurance programs to confirm funding for future losses.

#### 1.6.3.1.4 Appraisal Services

Perform in-house appraisal services to identify property and life safety concerns to reduce frequency and severity of loss.

#### 1.6.3.1.5 Survey Services

Perform, upon County request, surveyor services to identify potential areas of concern.

1.6.3.1.6 Develop annual program design reports including recommended limits, retentions, and coverage structures.

1.6.3.1.7 Perform annual catastrophe modeling using at least two (2) industry-standard tools (e.g., AIR, RMS).

1.6.3.1.8 Evaluate risk financing strategies and recommend cost-effective risk transfer approaches.

1.6.3.1.9 Identify coverage gaps and provide written recommendations.

1.6.3.1.10 Assist the County in developing optional coverage and limit structures for the property program and other casualty lines of coverage as requested.

1.6.3.1.11 Review the County's property data and advise of any data elements needed for underwriting evaluations, including sufficiency of Construction, Occupancy, Protection and Exposure (COPE) data needed for the property insurance program.

1.6.3.1.12 Provide the results of the hurricane catastrophe modeling annual wind study for the property program using two or more industry standard software models such as AIR or RMS, with results for 25, 50, 100, 250, 500 and 1,000-year event losses.

1.6.3.1.13 Advise the County of availability of coverage for the workers' compensation program.

1.6.3.1.14 Review the County's workers' compensation program, claim data and advise the County of any data elements needed for underwriting evaluations.

1.6.3.1.15 Assist the County in completing initial and supplemental applications, documents and gathering necessary documents and data.

1.6.3.1.16 Design specifications and create underwriting submissions.

1.6.3.1.17 Provide full disclosure of all fees, commissions, compensation, and other remuneration earned in connection with the County's insurance program within 90 days after policy issuance, including compensation received directly or indirectly by the Contractor, affiliates, subsidiaries, or TPAs for both domestic and foreign placements.

1.6.3.1.18 Analyze risks; reviewing the current insurance program; recommending risk transfer solutions; recommending changes to current insurance programs.

1.6.3.1.19 Provide expert insurance consultation and assistance, including evaluation of SIR, deductibles and risk financing alternatives.

1.6.3.1.20 Provide benchmarking and networking strategies with other public entities to improve systems and procedures.

1.6.3.1.21 Advise the RMS regarding potential legislative changes; assisting with emergency procedures and disaster planning; and continually evaluating the County's insurance programs.

1.6.3.1.22 Assist the County with the preparation of required correspondence and documentation needed to obtain certification of "reasonableness" of insurance program, from state and/or federal agencies for FEMA.

1.6.3.1.23 Provide RMIS support to assist the County in loss data management and analysis.

#### 1.6.4 Marketing and Market Engagement

1.6.4.1 The Contractor shall provide the following services:

##### 1.6.4.1.1 Marketplace

Engage in the marketplace both domestic and international with an improved County-modeled portfolio that provides improved accuracy, efficiency and market confidence to achieve significant financial savings for the County.

##### 1.6.4.1.2 Transition

1.6.4.1.2.1 Ensure a smooth transition from current program services and policies.

1.6.4.1.2.2 Ensure the immediate commencement of savings and program improvements.

1.6.4.1.3 Develop and execute annual marketing strategies, engaging domestic and international markets.

1.6.4.1.4 Provide renewal strategy reports at least 90 days prior to policy expiration.

1.6.4.1.5 Negotiate pricing, terms, and conditions in the best interest of the County.

1.6.4.1.6 Provide market updates and benchmarking data.

1.6.4.1.7 Serve as the County's Broker of Record to represent, market and service the property and casualty needs of the County.

1.6.4.1.8 Provide insurance market analysis for all lines of insurance.

1.6.4.1.9 Align the County with the most cost effective and stable insurance carriers.

1.6.4.1.10 Advise the County of current market pricing and availability of insurance coverage three (3) months prior to expiration.

1.6.4.1.11 Analyze, on an annual basis, the insurance market conditions and advise the County of the best time to procure insurance coverage.

1.6.4.1.12 Canvass the insurance market for appropriate carriers or reinsurers.

1.6.4.1.13 Organize, develop and present to underwriters all necessary data for marketing of the County's risk finance plans.

1.6.4.1.14 Provide marketing reports for each renewal including summaries of current program versus renewal options.

1.6.4.1.15 Provide ongoing reviews and advice on market trends.

#### 1.6.5 Insurance Procurement and Placement

1.6.5.1 The Contractor shall provide the following services:

##### 1.6.5.1.1 Vendor Contract Review and Management

1.6.5.1.1.1 Review and interpret all insurance requirements included in vendor contracts and provide guidance on best practices and ensure requirements are appropriately aligned with the County's risk posture, as well as, when vendors do not meet contractual insurance obligations, work directly with them to help secure the appropriate coverage and documentation.

1.6.5.1.1.2 Provide unlimited access to Contractor's Insurance Requirements in Contract (IRIC) manual to assist in improving contract requirement templates to be used by County staff.

1.6.5.1.1.3 Providing onsite and virtual training sessions on contract requirements for County staff.

1.6.5.1.2 Prepare underwriting submissions and market the program.

1.6.5.1.3 Secure at least three (3) competitive quotes where available.

1.6.5.1.4 Ensure no lapses in coverage.

1.6.5.1.5 Provide comparison analyses of all coverage options.

1.6.5.1.6 Market and secure all necessary insurance coverage in a timeframe that will prevent a lapse in coverage.

1.6.5.1.7 Assist County in completing insurance evaluations.



1.6.5.1.8 Procure insurance policies; review policies and endorsements and resolve coverage issues.

1.6.5.1.9 Prepare formal market renewal submissions and distribute submissions to prospective insurers.

1.6.5.1.10 Negotiate renewal terms, conditions, and pricing.

1.6.5.1.11 Provide updates as requested by the County during the renewal process.

#### 1.6.6 Policy Administration

1.6.6.1 The Contractor shall provide the following services:

1.6.6.1.1 Deliver policy binders within 30-days of placement.

1.6.6.1.2 Provide complete policies and certificates in a timely manner.

1.6.6.1.3 Review invoices for accuracy.

1.6.6.1.4 Maintain an archive of all policies and documentation.

1.6.6.1.5 Provide insurance policies that conform to Florida Statutes.

1.6.6.1.6 Review final policy binders, policy forms and endorsements prior to delivery.

1.6.6.1.7 Coordinate issuance of policy endorsements.

1.6.6.1.8 Provide certificates of insurance

1.6.6.1.9 Ensure timely billing and payment of premiums.

1.6.6.1.10 Provide annual program summary.

1.6.6.1.11 Evaluate financial stability of carriers.

#### 1.6.7 Claims Management and Advocacy

1.6.7.1 The Contractor shall provide the following services:

1.6.7.1.1 Claim Consulting Services

1.6.7.1.1.1 Work closely with County staff to optimize claims management and drive improved outcomes across the program.

1.6.7.1.1.2 Assist County staff with performing a claims audit every two (2) years.

1.6.7.1.1.3 Perform a Pre-Loss Plan for the County and Claims Preparation Services when a loss occurs.

1.6.7.1.1.4 Assist the County with gathering claims information and preparing to submit to the carrier and FEMA, if applicable.

1.6.7.1.1.5 Work with the County and applicable insurance carriers to identify and pursue reimbursement opportunities, where permitted by policy terms and conditions, for eligible claim preparation, recovery support, and consulting services associated with covered losses.

1.6.7.1.1.6 Act as advocate for the County in all claim's matters, including claims resolution.

1.6.7.1.1.7 Perform Structured Settlements that removes claim liabilities from insured's balance sheet.

#### 1.6.7.1.2 Third-Party Service Support

The County is seeking industry expertise in valuation services, third-party claims administration, risk engineering analysis and will manage the full process from identifying qualified providers to coordinating the vetting, contracting, and oversight of the selected partner throughout the duration of the project.

1.6.7.1.2.1 Ensure TPA is managing claims in accordance with Industry's best practices and contractual requirements to ensure claims are settled in a timely and cost-effective manner to reduce total cost of risk.

1.6.7.1.2.2 Ensure TPA's scope of work meets industry standards and pricing is specific to ensure apples to apples pricing and no hidden fees.

1.6.7.1.3 Coordinate with carriers, TPAs, and adjusters.

1.6.7.1.4 Assist with catastrophe claims and FEMA documentation.

1.6.7.1.5 Provide quarterly claims reporting and analysis.

1.6.7.1.6 Coordinate with the County and insurers to ensure proper settlement of claims.

#### 1.6.8 Data, Analytics, and Risk Management Information Systems (RMIS)

1.6.8.1 The Contractor shall provide the following services:

1.6.8.1.1 Data Management and Integrity

1.6.8.1.1.1 Assess the quality, completeness, and accuracy of the County's exposure and loss data.

1.6.8.1.1.2 Identify data gaps, inconsistencies, and opportunities for improvement.

1.6.8.1.1.3 Provide recommendations to enhance data quality for underwriting, catastrophe modeling, and reporting purposes.

1.6.8.1.1.4 Support development and maintenance of Statements of Values (SOV) and exposure schedules.

1.6.8.1.1.5 Integrate multiple data sources (claims, property, financial, engineering reports) into a unified dataset.

#### 1.6.8.1.2 Loss Data Analytics and Reporting

1.6.8.1.2.1 Analyze historical loss data to identify trends, frequency, and severity drivers.

1.6.8.1.2.2 Provide loss trending and forecasting models to support budgeting and risk financing decisions.

1.6.8.1.2.3 Develop and maintain loss triangles, actuarial summaries, and benchmarking reports.

1.6.8.1.2.4 Provide comparative analysis against peer public entities and industry benchmarks.

1.6.8.1.2.5 Identify key drivers of TCOR and recommend mitigation strategies.

#### 1.6.8.1.3 Catastrophe Modeling Integration

1.6.8.1.3.1 Integrate catastrophe modeling outputs (AIR, RMS, or equivalent) with exposure and claims data.

1.6.8.1.3.2 Provide scenario analysis for multiple return periods (e.g., 25, 50, 100, 250, 500-year events).

1.6.8.1.3.3 Identify concentrations of risk and areas of vulnerability.

1.6.8.1.3.4 Provide visualizations and summaries that support decision-making on limits, retentions, and program structure.

1.6.8.1.3.5 Support data preparation and validation for modeling accuracy.

#### 1.6.8.1.4 RMIS Support and Optimization

1.6.8.1.4.1 Provide support for the County's existing RMIS.

1.6.8.1.4.2 Assist in system configuration, data integration, and reporting enhancements.

1.6.8.1.4.3 Provide recommendations for RMIS improvements or replacement, if applicable.

1.6.8.1.4.4 Ensure data consistency between RMIS, claims administrators, and carrier systems.

1.6.8.1.4.5 Support development of automated reporting and dashboards.

#### 1.6.8.1.5 Dashboards and Decision Support Tools

1.6.8.1.5.1 Develop and maintain interactive dashboards for claims trends, exposure data, program performance, and TCOR tracking.

1.6.8.1.5.2 Provide executive-level reporting summaries for leadership.

1.6.8.1.5.3 Deliver user-friendly visualizations to support strategic decision-making.

1.6.8.1.5.4 Provide ad hoc analytics and reporting, upon County request.

#### 1.6.8.1.6 Data Driven Strategy and Forecasting

1.6.8.1.6.1 Use analytics to support program design, renewal strategy, and market positioning.

1.6.8.1.6.2 Provide predictive modeling to estimate future losses and financial impacts.

1.6.8.1.6.3 Support scenario testing for different program structures (limits, deductibles, SIRs).

1.6.8.1.6.4 Align analytics outputs with budgeting, capital planning, and risk management strategies.

#### 1.6.8.1.7 Meetings and Ongoing Support

1.6.8.1.7.1 Conduct regular data review meetings with County staff (quarterly at minimum).

1.6.8.1.7.2 Present findings, trends, and recommendations in a clear and actionable format.

1.6.8.1.7.3 Provide ongoing support for ad hoc data requests and analysis.

1.6.8.1.8 Provide loss data analysis, forecasting, and benchmarking.

1.6.8.1.9 Support RMIS integration and data improvements.

1.6.8.1.10 Provide dashboards and reporting tools.

1.6.8.1.11 Conduct periodic review meetings with County staff.

#### 1.6.9 Risk Management and Consulting Services

1.6.9.1 The Contractor shall provide the following services:

##### 1.6.9.1.1 Risk Management Consulting Services

1.6.9.1.1.1 Review the County's risk profile, during the project implementation phase and annually thereafter, to determine exposures as compared to insurance program to ensure it is responding to needs.

1.6.9.1.1.2 Make recommendations regarding insurance program modifications as well as risk control/training to reduce frequency and severity of losses.

1.6.9.1.1.3 Assist the County in the development of an Enterprise Risk Management (ERM) process.

1.6.9.1.1.4 If the County where to decides to move forward with an ERM solution, work with County staff to build, implement and operationalize, a sustainable ERM process,

1.6.9.1.1.5 Accompany carrier engineers to sites, as well as review loss engineering reports and recommendations and assist the County in responding.

1.6.9.1.1.6 Perform a Fire Plan review to ensure projects meet fire plan requirements.

##### 1.6.9.1.2 Safety and Loss Prevention Consulting Services

1.6.9.1.2.1 Provide ongoing support in safety and loss control.

1.6.9.1.2.2 Provide industry leading analytics and benchmarking to identify casualty program cost drivers.

1.6.9.1.2.3 Make recommendations to strengthen safety practices and reduce claim frequency and severity.

1.6.9.1.2.4 Contribute yearly to the Safety Action Council.

1.6.9.1.2.5 Seek to get contributions from carriers participating in the insurance program.

1.6.9.1.2.6 Perform as needed Loss Control Site Visits to identify property and life safety concerns to reduce frequency and severity of loss.

1.6.9.1.2.7 Consult, plan and implement various programs, training and marketing strategies, including but not limited to the following: Hot Work Permit Program, Fire Impairment Notification and Tags, Safety Video On-Line Streaming, Pre-Construction Fire Planning, Business Continuity Planning, Ergonomics Consulting, Industrial Hygiene Services, Live Webinar Training, Risk Control Newsletter, Safety Fact Sheet and Template Database.

1.6.9.1.3 Provide risk management consulting and training.

1.6.9.1.4 Assist with regulatory monitoring and compliance.

1.6.9.1.5 Provide up to 50 hours of risk control consulting annually.

1.6.9.1.6 Provide additional consulting services upon request.

1.6.9.1.7 Advise and assist the County on FEMA Public Assistance Program.

1.6.9.1.8 Advise on risk financing methods.

1.6.9.1.9 Provide general risk control consultations and training.

1.6.9.1.10 Provide administration of insurance programs including all policy certificates.

#### 1.6.9.2 Cyber Security Consulting Services

1.6.9.2.1 Assist the County in better understanding its cyber risk from a fiscal impact perspective, to make better decisions to reduce TCOR.

1.6.9.2.2 Articulate the County's cyber security maturity and insurability.

1.6.9.2.3 Assess the County's cyber risk assessment, incident response readiness, tabletop exercises, security architecture and controls.

1.6.9.2.4 Provide the County with solutions on MFA, PAM, EDR, IR, MSSP, Recovery & Restoration.

## 1.6.10 Deliverables

### 1.6.10.1 The Contractor shall provide the following services:

#### 1.6.10.1.1 An annual compensation report that includes:

1.6.10.1.1.1 Total commissions earned by placement and carrier.

1.6.10.1.1.2 Broker fees received.

1.6.10.1.1.3 Any third-party compensation or reimbursements.

1.6.10.1.1.4 A summary income statement upon request by the County.

1.6.10.1.2 Property Program Summary Reports provided within 10 Business Days of the completion of the required annual policy placements, of program terms and costs to the County, to include, but not limited to:

1.6.10.1.2.1 A market review that lists all carriers that were approached, their A.M. Best rating, insurer status (admitted or non-admitted), marketing status (quoted, declined, accepted, bound), quoted amounts/comments.

1.6.10.1.2.2 A synopsis of current market conditions.

1.6.10.1.2.3 The renewal program coverage quilt/mosaic with comparisons to the expiring policies.

1.6.10.1.2.4 A premium summary listing all carriers, amounts authorized and premium price, by coverage layer and including all assessments or surcharges.

1.6.10.1.2.5 Catastrophe modeling summary and results.

1.6.10.1.2.6 A disclosure in the annual summary that no income other than the compensation allowed by the Contract has been received by the Contractor for services provided during the period covered by the annual summary. The Contractor is prohibited from accepting any contingent income, profit sharing, enhanced commissions, or any other form of hidden income for services provided under this Contract.

1.6.10.1.2.7 Any other disclosures customarily provided by the Contractor to the County regarding policy placement discussions at the time of renewal.

1.6.10.1.3 Renewal Strategy Reports, provided within 90 Business Days prior to the annual renewal, remarketing, or placement of the County's property, casualty, and related insurance coverages, to include, but not limited to:



1.6.10.1.3.1 An Executive Summary.

1.6.10.1.3.2 A detailed Coverage Analysis highlighting any coverage enhancements or reductions, as well as recommendations.

1.6.10.1.3.3 Program history.

1.6.10.1.3.4 Anticipated coverage, limit, retention and pricing changes.

1.6.10.1.3.5 Market outlook for upcoming placement.

1.6.10.1.3.6 Availability of coverage.

1.6.10.1.3.7 Recommended price.

1.6.10.1.3.8 Coverage negotiating strategy to be used in the coming year.

1.6.10.1.3.9 Highlighted successes and outlined goals for the coming year.

1.6.10.1.4 Annual Strategy Reports, provided within 90-120 Days following the annual renewal, remarketing, or placement of the County's insurance program, summarizing renewal outcomes, coverage changes, market conditions, strategic recommendations, and proposed future initiatives.

1.6.10.1.5 Quarterly Reports that list the consulting hours provided for the prior quarter, identifying the consultation/training date, which agency or users received the service, a brief description of the consultation/training topic, hours used for each consultation/training, and the cumulative hours used for the contract year.

1.6.10.1.6 Ad Hoc Reports provided as mutually agreed upon by the Contractor and the County.

#### 1.6.11 Performance Management and Accountability

1.6.11.1 The Contractor shall deliver meaningful, measurable results and place a portion of their compensation at risk, tying it directly to clear, objective performance measures defined jointly with the County's risk management team and will provide a performance-based structure that ensures performance and accountability remain fully aligned with the County and reflect dedication to achieving the outcomes that matter most to the County.

1.6.11.2 The Contractor shall meet performance requirements as follows:

1.6.11.2.1 Meet all contractual timelines and deliverables.

1.6.11.2.2 Provide proactive, responsive, and strategic support.

1.6.11.2.3 Demonstrate continuous performance improvement.

1.6.11.2.4 Provide required reports (renewal strategy, annual summary, quarterly reports).

1.6.11.2.5 Develop CAPs when required.

1.6.11.2.6 Comply with performance metrics and financial consequence provisions.

1.6.11.2.7 Notify the County of any delays.

1.6.11.2.8 Acknowledge deficiencies within one (1) Business Day and submit CAP within 10 Business Days.

#### 1.6.12 Premiums

The price for the Property, Casualty, and Builders Risk Insurance Consulting and Brokerage Services premiums shall be reviewed and approved by the County each year of the Contract. The County will pay the premiums for Property, Casualty, and Builders Risk Insurance Consulting and Brokerage Services annually to the Contractor for transmittal to the insurance carriers. The broker compensation and insurance premium shall be due annually at the insurance program inception date.

#### 1.6.13 Compensation and Fees

1.6.13.1 In the event there is a significant change which affects the nature and scope of its Property, Casualty, and Builders Risk Insurance Consulting and Brokerage Services program, the Contractor and the County both agree to renegotiate the Agent/Broker Compensation and Fees in good faith. A significant change shall be defined as any one (1) or more of the following events:

1.6.13.1.1 A 30% change in the annual TIV from the values used at the previous July 1 Insurance Policy anniversary;

1.6.13.1.2 A 100% change in the aggregate or per occurrence SIR for all perils from the SIR amounts used for the policy period beginning July 1 of each annual anniversary; or

1.6.13.1.3 Any change in the Property, Casualty, and Builders Risk Insurance Consulting and Brokerage Services program or any change in the coverage to be provided by the County.

1.6.13.2 The Proposer shall submit pricing for the Insurance Consulting and Agent/Broker Services for the County's Annual Agent/Broker Fee for Property and Casualty Insurance as per the Property and Casualty Proposal Pricing Table, to include:

1.6.13.2.1 Refer to Exhibit A - Program Structure.

1.6.13.2.2 Annual flat, fixed-price shall include all labor, materials, travel, per diem, administrative costs, overhead, and all other out-of-pocket expenses associated with providing the services required under this solicitation document.

1.6.13.2.2.1 Annual Agent/Broker fee shall be guaranteed for the initial term of the contract and any extension periods; and shall include all costs necessary to provide the services as required under this solicitation document.

1.6.13.2.2.2 The Broker shall not accept contingent commissions, for the placement of the Property and Casualty Insurance Programs. The County reserves the right to negotiate the final terms and conditions as may be in the best interest of the County

1.6.13.2.2.3 NFIP: FEMA establishes rates for these policies, and they cannot be changed or rebated. The Broker may accept negotiated commissions on policies placed through the NFIP program.

#### 1.6.13.2.3 Payment Options

1.6.13.2.3.1 Traditional Payment Option: The County will pay the Agent/Broker an annual flat fee in accordance with the Annual Agent/Broker Fee for Property and Casualty Insurance Proposal Pricing Table; OR

1.6.13.2.3.2 Alternate Payment Option: The Broker shall collect commissions from the insurance carrier(s) with which the Program is placed, capped at the annual Agent/Broker fee amount in accordance with the Annual Agent/Broker Fee for Property and Casualty Insurance Proposal Pricing Table. The Broker shall collect commissions directly from the insurance carrier(s). In the event the sum of all commissions collected for a particular annual period is less than the applicable annual Agent/Broker fee for any given renewal period, the County will pay the difference so that the actual payment received by the Agent/Broker for any annual period is equal to the applicable brokerage fee for the respective contract year.

1.6.13.2.3.3 If the Broker is able to secure commissions from the insurance carrier(s) in excess of the applicable annual Agent/Broker fee for any given renewal period, the additional funds shall be available to the County to cover the cost of any additional services related to the Program as required under this solicitation document. The Agent/Broker shall use these funds, paid to the Broker by the insurance carrier(s), to pay for any additional services requested by the County. Any commissions utilized for such payments shall not be considered a part of the Broker compensation.

1.6.13.2.3.4 Any commissions received in connection with the County's Property and Casualty Insurance Program shall be fully disclosed in accordance with this solicitation document.

1.6.13.2.3.5 No undisclosed compensation will be allowed in connection with the County's Property and Casualty Insurance Program.

1.6.13.2.3.6 No contingent commissions, overrides, profit-sharing, or incentive-based compensation (including National Account Commissions or similar) will be allowed. If received, the Contractor shall fully disclose and credit these commissions back to the County.

1.6.13.2.3.7 Broker commissions for the administration of the NFIP policies, the placement of builders risk policies and/or Allied/Associated Insurance policies are in addition to the annual Agent/Broker fees and shall not be included as part of any of the above calculations.

1.6.13.3 The Proposer shall submit pricing for the Insurance Consulting and Agent/Broker Services for the County's Builder's Risk Insurance Program as per the Builders Risk Proposal Pricing Table.

1.6.13.3.1 Annual Commission Rate, as a percentage, based on the estimated total annual premiums, as per the Builders Risk Proposal Pricing Table.

1.6.13.3.1.1 Value shall be entered as a whole number only e.g. if your firm is receiving a 10% commission, enter 10 in the Commission Rate column.

#### 1.6.14 Disclosures

1.6.14.1 The Agent/Broker shall provide detailed disclosure to the County of any and all commissions received by the Agent/Broker under this program, including but not limited to, the following:

1.6.14.1.1 Wholesale Brokerage Fees or Commissions

1.6.14.1.2 Administrative Fees and similar items

1.6.14.1.3 Contingent commissions

1.6.14.1.4 Any other revenue other than approved commissions as provided above.

1.6.14.2 The Agent/Broker shall provide the Program Manager with a detailed accounting of all revenues associated with the services provided under the resulting Contract in the Annual Property Program Summary Report.

#### 1.7. Transition Period

Following Contract expiration of its current term, and/or following Contract Termination for Cause by the County, the Contractor shall, at the sole decision of the County, continue services and reporting

as listed in this solicitation document for a period of up to 60 Calendar Days, identified as the "Transition Period."

### **1.8. Instructions to Proposers**

The Proposer shall submit a comprehensive Proposal that meets or exceeds the minimum qualifications and requirements of these specifications. The Proposer's response shall contain sufficient detail to permit the County to properly evaluate the Proposer's qualifications, experience, technical capabilities, compensation structure, and overall approach, and shall conform in structure and order to, the following:

1.8.1 An Executive Summary, as an attachment, limited to no more than 10 pages and using no less than a 10-point font size, including, but not limited to:

1.8.1.1 Cover Page with the following:

1.8.1.1.1 Name, title, address, phone number and email address of the Proposer's contact representative for the County and Proposer's engagement manager, if different from the contact representative.

1.8.1.1.2 Proposer's address

1.8.1.1.3 Proposer's phone number

1.8.1.1.4 Proposer's fax number

1.8.1.1.5 Proposer's website Link

1.8.1.2 Proposer's history, date established, overview, and organizational profile, to include number of years performing similar services.

1.8.1.3 Provide a summary of the Proposer's understanding of the County's insurance program, key qualifications, proposed approach, and unique capabilities.

1.8.1.4 Qualifications: A written summary of Proposer's organization and staff qualifications that demonstrate the Proposer's quality of services and ability to comply with all the minimum qualifications of this solicitation document, including, but not limited to:

1.8.1.4.1 General information

1.8.1.4.2 Organizational Chart

1.8.1.4.3 Staff Resumes.

1.8.1.4.4 Carrier authorization documentation, if applicable.

1.8.1.5 Experience: A list of at least three (3) references, documenting Proposer's organization and staff experience in providing services substantially similar in scope and size to Hillsborough County, including but not limited to:

1.8.1.5.1 Client Name and Address

1.8.1.5.2 Contact Name and Title

1.8.1.5.3 Contact Email

1.8.1.5.4 Contact phone number

1.8.1.5.5 Brief description of services provided, including, but not limited to:

1.8.1.5.5.1 Experience with large, complex public-sector insurance programs.

1.8.1.5.5.2 Experience with catastrophe-exposed programs.

1.8.1.5.5.3 Experience with layered insurance placements and market negotiations.

1.8.2 Copies of Proposer's organization and staff Licenses and Certifications, as per Section 1.5, Minimum Qualifications.

1.8.3 Technical Approach: A detailed description of the Proposer's approach to providing the services required under this solicitation document, as an attachment, including but not limited to:

1.8.3.1 Program Design and Risk Strategy

1.8.3.2 Marketing and Market Engagement

1.8.3.3 Insurance Procurement and Placement

1.8.3.4 Claims Management and Advocacy

1.8.3.5 Data, Analytics, and RMIS

1.8.3.6 Risk Management and Consulting Services

1.8.3.7 Performance Management and Reporting

1.8.4 A copy of the Proposer's Disaster Recovery and Business Continuity Plan, as an attachment, describing the Proposer's ability to maintain continuity of operations, critical services, communications, and data recovery during emergencies, catastrophic events, cyber incidents, or other service disruptions.

1.8.5 A detailed Transition Plan, as an attachment, describing the approach for transitioning services from the incumbent broker, if applicable, to the awarded Contractor, with minimal disruption to the County's operations and insurance programs. The Transition Plan shall include, but not be limited to:

1.8.5.1 Transition timeline and key milestones.

1.8.5.2 Roles and responsibilities of the Contractor, County staff, incumbent broker, carriers, and other stakeholders.

1.8.5.3 Process for transferring policies, underwriting data, claims information, exposure data, RMIS information, and related documentation.

1.8.5.4 Communication and coordination strategy during transition.

1.8.5.5 Strategy for ensuring continuity of coverage, claims management, reporting, and ongoing brokerage services during the transition period.

1.8.5.6 Identification of any anticipated transition risks and proposed mitigation strategies.

## **1.9. Proposal Response (Attachments)**

The Proposer shall submit as their proposal the following required attachments. Note: Euna Procurement has a file size limitation of 1GB.

### **1.9.1 Submit with Proposal**

1.9.1.1 Proposer Requirements/Acknowledgements Questionnaire

1.9.1.2 Deviation(s) Questionnaire (Optional)

1.9.1.3 Proposer Acknowledgement(s) of Addenda (if applicable)

1.9.1.4 Declaration of Documents Exempt from Public Disclosure (Optional, if applicable)

1.9.1.5 Executive Summary

1.9.1.6 Licenses and Certifications

1.9.1.7 Technical Approach

1.9.1.8 Disaster Recovery and Continuity Plan

1.9.1.9 Transition Plan

### **1.9.2 Complete upon County's Request**

1.9.2.1 Insurance Certificate

1.9.2.2 W-9 or Substitute W-9

1.9.2.3 Business Associate Agreement



## 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 unacceptable 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
Proposer's understanding of the scope and objectives, technical approach and work plan presented.	50
Proposer's Organization and Staff Qualifications and Experience.	30
Cost Proposal	20
Total:	100
*SBE Bonus Points:	5
Total Possible Points:	105

\*Refer to Section 4 (Instructions), Paragraph 4.15 (Small Business Enterprise (SBE) Participation)

2.1.3.1 Cost Proposal: Points awarded for the "Cost Proposal" portion of this Solicitation Document will be based upon the total of both Proposal Pricing Tables (Property & Casualty and Builders Risk) using the following formula:

$$\frac{\text{Lowest Cost Proposal (Property \& Casualty Proposal Pricing Table total + Builders Risk Proposal Pricing Table total)} \times \text{Maximum Points}}{\text{Divided by Other Proposer's Cost Proposal}} = \text{Score}$$

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

## **2.2. Health Insurance Portability and Accountability Act (HIPAA)**

Offeror shall comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), as amended, P.L. 104-191, 45 C.F.R. 160 and Part 164, as amended. The awarded Offeror shall be required to execute the HIPAA Business Associate Agreement (attached) upon notification of award.

## **2.3. Insurance, Contractor**

See RFP-26-00292 Insurance Requirements Attachment

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

2.3.2 The insurance coverages and limits required of the Contractor under the Contract Documents are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for the Contractor. Contractor shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any questions concerning its exposure to loss under the Contract Documents or the insurance coverages needed therefore, it should seek professional assistance.

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

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

2.3.5 Failure of the Contractor to submit the required Certificates of Insurance within the times required by this Section may result in a delay in issuing the Notice to Proceed. The parties

specifically agree that such a delay is neither excusable nor compensable and will not entitle the Contractor to a change in the Contract Price or Time.

## **2.4. Information Technology**

### **2.4.1 Software Licensing Provisions**

2.4.1.1 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.

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

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

2.4.1.2.2 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.

2.4.1.3 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.

2.4.1.3.1 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.

2.4.1.3.2 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.

#### **2.4.1.4 Standard Software Licensing Provisions**

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

2.4.1.4.2 Payment for Software: The County shall pay the Contractor/Licenser 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.

2.4.1.4.3 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.

2.4.1.4.4 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.

#### **2.4.1.5 Warranties**

2.4.1.5.1 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.

2.4.1.5.2 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.

2.4.1.5.3 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.

2.4.1.5.4 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.

2.4.1.5.5 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.

2.4.1.5.6 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.

#### **2.4.1.6 Improvements; Modifications**

2.4.1.6.1 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.

2.4.1.6.2 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.

#### **2.4.1.7 Indemnification**

2.4.1.7.1 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.

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

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

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

2.4.1.7.2.3 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.

2.4.1.8 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:

2.4.1.9 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

2.4.1.10 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

2.4.1.10.1 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:

2.4.1.10.2 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

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

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

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

## **2.5. 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.

## **2.6. Pre-Proposal Conference**

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

TIME: 10:00 A.M. EST

DATE: June 25, 2026

PHONE NUMBER: (813) 272-5790

All interested parties are encouraged to attend. The Meeting link will be provided on the Hillsborough County Procurement Meeting Notices website (<https://hcfl.gov/businesses/doing-business-with-hillsborough/vendors/meeting-notices>) and in the Public Notice section of the Euna Procurement Portal. All interested parties are encouraged to attend.



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

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

## **2.8. Estimated Quantities**

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

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

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

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

### **2.10. Ordering**

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

### **2.11. Termination for Convenience**

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

### **2.12. Travel Reimbursement**

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

## **3. 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 Non-Discrimination 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. 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. Non-Discrimination and Compliance with Laws**

4.2.1 The Proposer shall comply with the requirements of all applicable federal, state and local laws prohibiting discrimination, and the rules, regulations, policies, and executive orders promulgated thereunder, all of which are incorporated herein by reference.

4.2.2 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.

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

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

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

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

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

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

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

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

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

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

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

No interpretation of the meaning of the Specifications or Scope of Work contained in this Solicitation or related Contract Documents will be made to any Bidder/Proposer orally. Every request for such interpretation must be submitted in writing through the electronic bidding system (Euna Procurement). **To be given consideration, such requests must be received no later than 14 calendar days after the date of Solicitation issuance in Euna Procurement, 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 Euna Procurement. All issued amendments shall become part of the Contract Documents. 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 Euna Procurement.

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

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

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

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

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

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

<https://hcfl.gov/businesses/doing-business-with-hillsborough/vendors/vendor-policies-forms-and-documents>

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

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

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

#### **4.10. 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 County Procurement staff through the electronic bidding system's messaging system 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. Small Business Enterprise (SBE) Participation**

**4.15.1 County Policy** – It is the policy of the County's Board of County Commissioners (BOCC) to encourage the participation of all responsible businesses in County contracting and procurement activities. The objective of the County's Small Business Encouragement Program is to provide opportunities for the participation of SBEs in County procurement and contracting activities and to encourage the participation of all responsible and eligible SBEs in these activities. In this regard, the Successful Proposer to whom any award of this solicitation is made shall take all necessary and reasonable steps to ensure that SBEs have the maximum opportunity to participate in this contract and shall be contractually obligated to meet the SBE participation goal established for this contract/project.

Small Business Enterprise (SBE) shall mean a business that is registered as a bona fide small business enterprise with the County or that has been granted reciprocal registration as a small business enterprise by the County.

**4.15.2 Bonus Points** - In keeping with County policy, Proposers who have **10%** or more SBE 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 SBE participation/utilization. **Proposer must submit its Request for Bonus Points using the SBE-2 Form (included in this solicitation) and all supporting documentation with its Proposal.** In the event the Proposer receives bonus points for its identification of a SBE 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 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 SBE Businesses - All firms identified in Proposer's Proposal must either be registered with the County as a SBE firm or be eligible for provisional reciprocal registration with the County **by** the Close Date of this solicitation in order for such SBE to be counted toward the SBE participation goal. **Businesses that have graduated from Hillsborough County's Small Business Encouragement Program and those that have been denied registration by the County shall not be counted toward goal attainment and/or goal attainment through reciprocal registration or joint venture.** For a current listing of Hillsborough County-Registered Small Business Encouragement Program firms, please visit the Small Business Encouragement Program's online Directory at: <https://hcfl.gov/businesses/doing-business-with-hillsborough/small-business-encouragement-program>. This website also includes a link to a list of firms that have graduated from or been denied registration in the County's Small Business Encouragement Program.

4.15.4 Reciprocal Registration – Provisional reciprocity shall be granted to SBE firms that have been principally domiciled (headquartered) within one (1) of the following Florida counties for a period of at least six (6) months: Pinellas, Pasco or Hernando, **and** registered by a local city, county, or state jurisdiction located within one (1) of these counties. In order to be considered for provisional registration and be counted toward goal attainment, a letter of registration from the registering jurisdiction or copy of documentation evidencing registration by the registering jurisdiction **must** be submitted with Proposer's Request for Bonus Points (SBE-2) Form and Subcontractor Letter of Intent – which **must** be submitted with Proposer's Proposal. **A reciprocal registration shall become effective on the date of Contract award and is only valid for one (1) six (6) month period from that date.** All firms granted reciprocal registration who wish to continue to participate in the County's Small Business Encouragement Program after the expiration of its reciprocal registration will be required to complete an application for registration to the County's Program **prior** to the expiration of the six-month reciprocal registration period. The County's SBE Directory and a list of those firms that have been previously awarded the one-time reciprocal registration and firms that have been denied registration with the County's Small Business Encouragement Program can be found on the County website at: <https://hcfl.gov/businesses/doing-business-with-hillsborough/small-business-encouragement-program>

4.15.5 SBE Bidding as a Prime Contractor – SBE firms bidding as prime contractors shall be subject to the same SBE subcontractor participation goals as a non-SBE Proposer. Thus, in order to receive goal credit/bonus points, the SBE prime contractor must utilize other SBE firms/subcontractors and **cannot** use the resources of its own firm to achieve the SBE participation goal.

4.15.6 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 SBE participation (i.e., SBE subcontractor of 1<sup>st</sup> tier subcontractor) and third (3<sup>rd</sup>) tier SBE participation (i.e., SBE subcontractor of 2<sup>nd</sup> tier subcontractor) for goal attainment in projects/contracts valued at over Twenty Million Dollars (\$20,000,000).

4.15.7 SBE-2 Form (included with this solicitation) - 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 the Request for Bonus Points (SBE-2 Form) provided with this solicitation. The identification of all SBE businesses to be utilized for

the contract **must** be shown on this form as this form is the basis for determining whether the Proposer receives bonus points for SBE participation. Letters of Intent and proof of SBE registration for each SBE listed on the SBE-2 Form **must** be attached to the SBE-2 Form as outlined in further detail below.

#### 4.15.8 SBE Documents Due at Time of Proposal Submission

The following SBE documents must be completed by the Proposer and submitted **with its Proposal** on or before the Close Date of this solicitation:

4.15.8.1 Request for Bonus Points (SBE-2 Form) (***see SBE-2 Form included with this solicitation***). The Request for Bonus Points (SBE-2 Form) included in this solicitation **must** be used to request that bonus points be added to the Proposer's Proposal evaluation score. The Request for Bonus Points (SBE-2 Form) must include the SBE Subcontractor(s)' name, name of the SBE registering agency (city/county/state), and identify if executed Letters of Intent (***see form Subcontractor Letter of Intent included with this solicitation***) are attached to and submitted with the Proposer's SBE-2 Form. The identification of all SBEs to be utilized on the project **must** be shown on this form. This form is the basis for determining whether the Proposer has met the SBE goal in order to receive bonus points in its Proposal evaluation score. In addition, the following documents **must** be attached to and submitted with the Proposer's SBE-2 Form:

4.15.8.1.1 Executed Letters of Intent (signed by both parties) for all SBE Subcontractors listed on the Proposer's Request for Bonus Points (SBE-2 Form) in monetary amounts that **must** meet the SBE participation goal. **Failure to submit executed Subcontractors Letters of Intent that are consistent with the Proposer's Request for Bonus Points (SBE-2 Form) shall result in the omitted/affected subcontracts not being credited toward goal attainment and may result in the denial of the Proposer's request for bonus points.**

4.15.8.1.1.1 Letters of Intent – (***see form Subcontractor Letter of Intent included with this solicitation***). The form Subcontractor Letter of Intent included with this solicitation **must** be used to ensure that all the required information is provided. **Failure to use the County's form Subcontractor Letter of Intent may result in the denial of the Proposer's request for bonus points.** A separate Subcontractor Letter of Intent must be used for each SBE subcontractor and must be completed in its entirety and signed by the legally authorized representatives of the Contractor **AND** the SBE subcontractor.

4.15.8.1.1.2 References to Other Documents - Proposers who submit Letters of Intent which attempt to include by reference other document(s) which are not part of the official County solicitation package **must** attach a copy of all such referenced documents to be included with the subcontract at the time the executed SBE Letters of Intent are submitted to the County.

4.15.8.1.2 Proof of SBE registration from the registering jurisdiction(s) for each named SBE firm that is not a Hillsborough County-registered SBE. If a named SBE subcontractor is seeking reciprocal registration with the County, then a letter from the registering jurisdiction or a copy of the registration document evidencing registration the registering jurisdiction **must** be provided.

4.15.9 Denial of Bonus Points – In the event Proposer submits a protest regarding the award/non-award of SBE bonus points, such protest will be handled in strict accordance with Hillsborough County Ordinance No. 13-24 – Hillsborough County Procurement Protest Policy and Procedures Ordinance.

4.15.10 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:

4.15.10.1 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 SBE firm(s) listed in the Proposer's Request for Bonus Points (SBE-2) Form **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 SBE Subcontractor are unable to successfully negotiate a subcontract agreement within this thirty (30) Day timeframe, then the Proposer/Contractor must notify the County's 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 SBE Subcontractor may be warranted, then the Small Business Enterprises Division will advise the Proposer/Contractor to select a substitute SBE Subcontractor. The substitute SBE Subcontractor must meet the same registration requirements as the originally proposed SBE Subcontractor, and the substitution must be approved, in writing, by the County's Small Business Enterprises Division.

4.15.10.2 Substitution of SBE 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 SBE Subcontractor to perform the required services), the Proposer/Contractor shall submit a written explanation of the changed circumstances to the County's Small Business Enterprises Division and shall request a substitution of the original proposed SBE Subcontractor with another SBE. The substitution must meet the same registration requirements as the original proposed SBE and the substitution must be authorized, in writing, by the County's Small Business Enterprises Division. **The Proposer/Contractor shall not substitute with a non-SBE Subcontractor or complete the work using its own resources without the prior written approval of the County's 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 registered SBE to complete the relevant portions of the County Contract.



#### 4.15.10.3 Vendor Compliance System (B2GNOW)

4.15.10.3.1 Proposer/Contractor is required to utilize the County's Vendor Compliance System (B2GNOW) on a monthly basis to (a) report SBE subcontractor utilization, (b) confirm payments received from the County, and (c) list all payments made by the Contractor to SBE Subcontractors in that monthly period. **Contractors are required to report monthly payments to all SBE 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. The County's Vendor Compliance System can be accessed at The County's Vendor Compliance System can be accessed at the following link: <https://hcfl.gov/sbe>

4.15.10.3.2 Contractors will receive email and/or facsimile notifications alerting them when there is a need to respond.

4.15.10.3.3 To ensure that Contractor maintains compliance with the County's contract compliance program, the Contractor is required to update its contact information in the Vendor Compliance System, which is hosted by third party vendor - B2GNow.

4.15.10.3.4 In the event Contractor has any questions regarding how to create an account or require assistance accessing its account, Contractor should click on the "Help First Time Visitors" link located on the web page listed above. The following on-line classes on the Vendor Compliance System are available:

4.15.10.3.5 Contract Compliance Reporting – Vendor Training, classes are given on a weekly basis.

4.15.10.3.6 Introduction to the System – Vendor Training, classes are given on a bi-monthly basis.

To sign up for one of these training events, Contractor should click on the "Training and Events" link located on the web page listed above.

4.15.10.4 Failure to Meet SBE Goal – If the Proposer/Contractor has not met its SBE participation goal, then the Proposer/Contractor must provide documentation to the County's Small Business Enterprises Division outlining the reasons and/or circumstances that impacted the Proposer/Contractor's ability to meet the participation goal. The Proposer's/Contractor's failure to meet its SBE participation goal may result in the denial of bonus points to the Proposer/Contractor in future County procurements and/or may be considered and treated by the County as a material breach of contract.



#### 4.15.11 Contract Compliance Requirements

4.15.11.1 Compliance Monitoring-General - Compliance monitoring and reviews are conducted by the County's Small Business Enterprises Division to determine if the Contractor and/or subcontractors are complying with the requirements of the County's Small Business Encouragement Program. Failure of the Contractor to comply with these requirements may result in the County taking remedial action by legal or non-legal means.

4.15.11.2 Compliance Monitoring by the County - The County may utilize the following tools to determine if the Contractor and/or subcontractors are complying with their SBE utilization requirements and/or other requirements of the County's Small Business Encouragement Program:

4.15.11.2.1 Information generated by the County's Vendor Compliance System (B2GNOW) based on the required monthly payment/utilization reporting requirements of the County's Small Business Encouragement Program.

4.15.11.2.2 The Small Business Enterprises Division may make scheduled and/or unannounced project site visits to assess Contractor's and/or subcontractor(s) performance and/or compliance.

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

4.15.11.2.4 Communications, meetings and/or interviews with the 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.

4.15.11.2.5 The 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.

#### 4.15.11.3 Notification of Non-Compliance -

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

4.15.11.3.2 The Non-Compliance Notice shall specify the following:

(A) Identify the compliance deficiencies;

(B) Instruct the Contractor to take the following actions (1. or 2. below) to ensure its compliance with its SBE utilization requirements and/or the Small Business Encouragement Program requirements:

1.
  - (aa) Immediately take action to correct the compliance deficiency; **and**
  - (bb) 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

2. Contact the County within five (5) business days of the date of the notice to discuss any issues preventing the Contractor's compliance with the SBE requirements and to identify a resolution to such issues. Such resolution will be in writing and must be approved by the County's Small Business Enterprises Division.

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

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

4.15.11.4 Non-Compliance – If the County issues a Non-Compliance Notice to the Contractor and the Contractor subsequently fails to address and/or remedy the compliance deficiencies as specified in the Non-Compliance Notice, then this failure by the 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 Subsection below titled "Non-Performance of Contractor and Remedies of the County".

#### 4.15.12 Non-Performance of Contractor and Remedies of County

4.15.12.1 Failure by the Contractor to comply with its SBE utilization requirements and/or comply with the requirements of the County's Small Business Encouragement Program may be considered by the County to be a material breach of contract.

4.15.12.2 Hillsborough County reserves the right to exercise any available remedy in the event of the Contractor's failure to comply with its SBE utilization requirements and/or comply with the requirements of the County's Small Business Encouragement Program.

4.15.12.3 Failure to perform under the terms of the Contract with regard to the Small Business Encouragement Program, includes, but is not limited to, the following:

4.15.12.3.1 Failure of the Contractor (without the prior written approval of the County) to utilize the services of a SBE pursuant to a subcontract submitted to the County and utilized by

the County in a determination of the Contractor's responsiveness to the Small Business Encouragement Program.

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

4.15.12.3.3 Knowingly using a front company (i.e. a firm/business which is not, in fact, a registered SBE, but poses as such in order to participate in the County's Program) to achieve SBE participation on the County Contract.

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

4.15.12.3.5 Unethical or other serious lack of business integrity with regard to SBE Contract performance.

4.15.12.3.6 Failure to report payments made to identified SBE businesses in the County's Vendor Compliance Management System (B2GNOW).

4.15.12.4 Remedies available to the County include, but are not limited to, the following:

4.15.12.4.1 Termination of the Contract with the County.

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

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

4.15.12.4.4 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.

4.15.12.4.5 The Director of the County's Small Business Enterprises Division may recommend to the County's Director of Procurement Services that the 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.

4.15.12.4.6 Failure of the Contractor to comply with its SBE utilization requirements and/or reporting requirements may result in the denial of bonus points to the Proposer/Contractor in future procurement solicitations issued by the County.

4.15.12.4.7 Any Contractor or firm that falsely represents to the County, pursuant to the County Contract, that it will use the commodities or services of a SBE firm and fails to do so, may be in breach of the Contract; whereupon, the County may exercise all available remedies for breach of contract.

#### 4.15.13 Unlicensed/Improperly Licensed SBE Firms

Any SBE firm procuring or entering into a contract/agreement to perform work for which the SBE firm is not properly licensed is in violation of Hillsborough County Ordinances 86-6, 86-7, 86-8, 86-9, and 86-10, and Chapter 489, Part I, Florida Statutes; and violations thereof may be referred to the appropriate authorities for action.

#### **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:

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

#### **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 highest ranked

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

#### **4.24. 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 through the electronic bidding system's messaging system.

#### **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 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**

4.32.1 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 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), 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.

#### **4.38. Unit Prices**

If the unit price and the extension price (unit price multiplied by the estimated quantity) are at variance, the unit price shall prevail. The unit price shall be rounded to two (2) digits following the decimal point. Any digits beyond the second decimal place will be used for rounding to the nearest hundredth.

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

#### **5.1. Applicable Law**

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

#### **5.2. Changes in Contract Price**

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

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

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

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

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

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

### 5.3. Changes in Contract Time

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

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

#### 5.4.1 E-Verify

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

5.4.1.2 Contractor is advised that there is no requirement that the Contractor must be registered with and use the E-Verify system prior to or at the time the Contractor submits its bid/Offer to the County. However, **in the event the Contractor is selected for the award of this contract, then the Contractor is required to be registered with, and use the E-Verify system.** The County shall not award this contract to the Contractor if the Contractor has not complied with the E-Verify registration and usage requirements set forth in Florida Statutes Section 448.095 by or at the time of contract award.

5.4.1.3 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.

5.4.1.4 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.

5.4.1.5 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**

5.9.1 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:

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

5.9.1.2 Terminate the Contract; and/or

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

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

5.9.2 Contracts Related to Emergency Response for Natural Emergencies - Pursuant to Florida Statutes Section 252.505, if this a Contract for goods and/or services related to emergency response for a natural emergency, then the Contractor shall pay the County a Five Thousand Dollars (\$5,000) penalty (in addition to any other remedies provided for under this Contract and/or law) if the Contractor fails to perform and/or breaches this Contract during the emergency recovery period. For the purpose of this section, the term "emergency recovery period" shall mean a one (1)-year period that begins on the date the Governor of the State of Florida initially

declared a state of emergency for a natural emergency. The term “natural emergency” shall have the meaning set forth in Florida Statutes Section 252.34(8).

#### **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. Non-Discrimination**

The Contractor shall comply with the requirements of all applicable federal, state and local laws prohibiting discrimination and the rules, regulations, policies, and executive orders promulgated thereunder, all of which are incorporated herein by reference.

#### **5.13. Indemnification**

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

5.13.2 Patent and Copyright Indemnification - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall indemnify, defend, and hold harmless the

County from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a County's misuse or modification of Contractor's products or County's operation or use of Contractor's products in a manner not contemplated by the Contract.

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

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

5.13.3.1 written notice of any action or threatened action;

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

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

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

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

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

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



shall be deemed to refer to such recognized standards. In case of conflict, the more stringent requirements shall take precedence.

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

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

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

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

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

**813-272-5790,  
StromerS@HCFL.gov,  
Procurement Services, 601 E. Kennedy Blvd., 25th Floor, Tampa, Florida 33602.**

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

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

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



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

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

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

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

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

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

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

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

5.18.5 Be aware that the designation of an item as exempt from public disclosure by a Bidder/Proposer may be challenged in court by any person or entity. By designation of material

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

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

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

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

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

#### **5.21. Notices to Contractor**

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

#### **5.22. Notices to the County**

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

#### **5.23. Payment and Completion**

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

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

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

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

5.23.4.1 The Work is defective;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **5.29. Severability**

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

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

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

### **5.31. Starting the Work**

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

### **5.32. Statement of Assurance**

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

### **5.33. Suspension of Work**

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

### **5.34. Right to Negotiate**

The County will negotiate an Agreement in good faith with one or more of the top-ranked Proposers. The County, at its sole judgment, may elect to enter into negotiations concurrently or sequentially with multiple top-ranked Proposers. If, in the sole judgement of the County, an agreement cannot be reached with any selected Proposer(s), the County may terminate negotiations and begin negotiations with the next highest-ranked Proposer(s), and so on, until an agreement can be reached. The County reserves the right to negotiate any elements of Proposals that are deemed to be in the County's best interest and/or reject all Proposals and issue a new Solicitation.

### **5.35. Digital Accessibility Compliance Clause**

Digital Accessibility Requirements:

The Contractor shall ensure that any and all information and communications technology (ICT), including but not limited to websites, web applications, mobile applications, documents, digital content, and user interfaces developed, provided, procured, maintained, or otherwise made available under this Contract and intended for public access or use, comply with the accessibility standards set forth in:

1. Title II of the Americans with Disabilities Act (ADA),
2. Section 504 of the Rehabilitation Act of 1973, and
3. The Web Content Accessibility Guidelines (WCAG) version 2.1, Level AA.

The Contractor agrees that all such digital solutions shall be perceivable, operable, understandable, and robust for individuals with disabilities, including those using assistive technologies.

#### **5.35.1 Remediation and Testing**

The Contractor shall conduct accessibility testing using both automated and manual methods prior to release and shall remediate any identified non-conformities at no additional cost to the County. Upon request, the Contractor shall provide any documentation available that demonstrates accessibility compliance including Accessibility Conformance Reports (ACR's), Voluntary Product Accessibility Templates (VPAT's), or equivalent accessibility reports.

#### **5.35.2 Ongoing Compliance**

Should digital content or services be updated or modified during the term of this Contract, the Contractor shall ensure continued compliance with the above standards. Failure to meet these requirements may be considered a material breach of contract.

#### **5.35.3 Right to Audit**

The County reserves the right to audit any public-facing digital services for accessibility compliance and to require corrective action by the Contractor within a mutually agreed-upon timeframe.

#### 5.35.4 Third-Party Integration

The Contractor shall ensure that all third-party components or integrations used within the digital solution also meet WCAG 2.1 Level AA compliance. The Contractor shall be responsible for the accessibility of the overall user experience, regardless of third-party involvement.