

Informal Quotation 5233:25055

Title **Locksmith Supplies**
 Close Date **17-FEB-2015 17:00:00**
 Time Zone **Eastern Time**

Open Date **27-JAN-2015 14:50:43**

- Note a) Some or all Offer price(s) in this Solicitation Document are based on a markdown multiplier from the most recent manufacturers' list pricing or catalog. These line item(s) represent the total dollar value expected to be purchased and is utilized in this solicitation document for evaluation purposes only. The markdown multiplier will apply to the entire manufacturers' published price list and/or catalog.
- b) Prices shall be submitted in the form of a markdown multiplier to be calculated from the current preprinted manufacturer's catalog prices, or an established manufacturer's price list. A markdown multiplier of one (1) will be accepted; however, the space provided on the pricing form for the markdown multiplier must be filled in or that line will be considered a "No Bid".
- c) While manufacturer's catalog and/or manufacturer's price lists may change throughout the year, the markdown multiplier must remain firm for the entire Contract Period.
- d) Bidders/Proposers should attach the manufacturer's catalog(s) and/or manufacturer's price list(s) with their Offer.
- e) In the event replacement manufacturer's catalogs and/or manufacturer's price lists are published, the Contractor shall forward a copy of the replacements to the Procurement Services Department.
- f) Examples: A 10% discount correlates to a markdown multiplier of .90. A 25% discount correlates to a markdown multiplier of .75.

Response Status **Active**

Your response has been submitted to:

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

Your information is:

Your Company Name	IDN ARMSTRONGS INC
Your Company Site	
Address	3589 BROAD ST
	CHAMBLEE, GA 30341-2203
	United States
Contact Details	GOODWIN, CARRIE

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1 Header Information**1.1 General Information**

Title	Locksmith Supplies
Description	<p>a) Some or all Offer price(s) in this Solicitation Document are based on a markdown multiplier from the most recent manufacturers' list pricing or catalog. These line item(s) represent the total dollar value expected to be purchased and is utilized in this solicitation document for evaluation purposes only. The markdown multiplier will apply to the entire manufacturers' published price list and/or catalog.</p> <p>b) Prices shall be submitted in the form of a markdown multiplier to be calculated from the current preprinted manufacturer's catalog prices, or an established manufacturer's price list. A markdown multiplier of one (1) will be accepted; however, the space provided on the pricing form for the markdown multiplier must be filled in or that line will be considered a "No Bid".</p> <p>c) While manufacturer's catalog and/or manufacturer's price lists may change throughout the year, the markdown multiplier must remain firm for the entire Contract Period.</p> <p>d) Bidders/Proposers should attach the manufacturer's catalog(s) and/or manufacturer's price list(s) with their Offer.</p> <p>e) In the event replacement manufacturer's catalogs and/or manufacturer's price lists are published, the Contractor shall forward a copy of the replacements to the Procurement Services Department.</p> <p>f) Examples: A 10% discount correlates to a markdown multiplier of .90. A 25% discount correlates to a markdown multiplier of .75.</p>
Open Date	27-JAN-2015 14:50:43
Close Date	17-FEB-2015 17:00:00
Time Zone	Eastern Time
Quote Style	Sealed
Event	Informal Quotation
	<p>Buyer Maitlen, Michelle</p> <p>Email MaitlenM@hillsboroughcounty.org</p> <p>Outcome Blanket Purchase Agreement</p>

Note

a) Some or all Offer price(s) in this Solicitation Document are based on a markdown multiplier from the most recent manufacturers' list pricing or catalog. These line item(s) represent the total dollar value expected to be purchased and is utilized in this solicitation document for evaluation purposes only. The markdown multiplier will apply to the entire manufacturers' published price list and/or catalog.

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c) While manufacturer's catalog and/or manufacturer's price lists may change throughout the year, the markdown multiplier must remain firm for the entire Contract Period.

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e) In the event replacement manufacturer's catalogs and/or manufacturer's price lists are published, the Contractor shall forward a copy of the replacements to the Procurement Services Department.

f) Examples: A 10% discount correlates to a markdown multiplier of .90. A 25% discount correlates to a markdown multiplier of .75.

1.2 Terms

Effective Start Date	Not Specified	Effective End Date	Not Specified
Ship-To Address	Multiple (See Below)	Bill-To Address	CCC-County Finance-AP (Global)
	See Below		PO BOX 1110

Tampa, FL 33601
United States
 Payment Terms **NET 30 DAYS**
 FOB **FOB - Destination**
 Currency **USD (US Dollar)**
 Response Valid Until
 Total Agreement Amount **Not Specified**
 (USD)

Tampa, FL 33601-1110
United States
 Carrier **Best Way**
 Freight Terms **Freight Included**
 Price Precision **Any**
 Reference Number
 Minimum Release **Not Specified**
 Amount (USD)

1.3 Requirements

Affirmation
Name of person submitting the Bid/Proposal. <i>Your response value:</i> Jennifer Friedland
Title of person submitting the Bid/Proposal. <i>Your response value:</i> Contract Bid Agent
I represent that I am at least eighteen (18) years of age. Acceptable Values Yes <i>Your response value:</i> Yes
I represent that the printing of my name and the submittal of a Bid/Proposal is intended to authenticate this writing and to have the same force and effect as my manual signature. Acceptable Values Yes <i>Your response value:</i> Yes
I represent that I am either authorized to bind the Bidder/Proposer, or that I am submitting the Bid/Proposal on behalf of and at the direction of the Bidder's/Proposer's representative authorized to contractually bind the Bidder/Proposer. Acceptable Values Yes <i>Your response value:</i> Yes
I represent that the Bidder/Proposer and/or its applicable representative(s) has reviewed the information contained in this Bid/Proposal and that the information submitted is accurate. Acceptable Values Yes <i>Your response value:</i> Yes
At this present time, we understand all requirements and state that as a serious Bidder/Proposer we will comply with all the stipulations included in this Solicitation Document. The above-named Bidder/Proposer affirms and declares: That the Bidder/Proposer is of lawful age and that no other person, firm or corporation has any interest in this Offer or in the Contract proposed to be entered into. That this Offer is made without any understanding, agreement, or connection with any other person, firm or corporation making a Offer for the same purpose, and is, in all respects, fair and without collusion or fraud. That the

Affirmation

Bidder/Proposer is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County. That no officer or employee or person whose salary is payable, in whole or in part, from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Offer; in the performance of this Contract; in the supplies, materials, equipment, and Services and/or Work to which they relate; or in any portion of the profits thereof. That the Bidder/Proposer has carefully examined the site where the Services and/or Work are to be performed and that, from the Bidder's/Proposer's own investigations, the Bidder/Proposer is satisfied with the nature and location of the Project and/or Work to be performed; the character, quality and quantity of materials; the kind and extent of the equipment and other facilities needed for the performance of the Services and/or Work; the general and local conditions, all difficulties to be encountered; and all other items which may in any way affect the performance of the Services and/or Work. That the Bidder/Proposer has not altered the original Solicitation Document in any way and further understands that any such alteration of the original Solicitation Document may result in rejection of the Bidder's/Proposer's Offer. Bidder/Proposer understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with companies for goods and/or services that are One Million Dollars (\$1,000,000.00) or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. Bidder/Proposer hereby certifies that Bidder/Proposer is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Bidder/Proposer understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Bidder/Proposer to civil penalties, attorney's fees and/or costs.

Acceptable Values

Yes

Your response value:

Yes

a) Some or all Offer price(s) in this Solicitation Document are based on a markdown multiplier from the most recent manufacturers' list pricing or catalog. These line item(s) represent the total dollar value expected to be purchased and is utilized in this solicitation document for evaluation purposes only. The markdown multiplier will apply to the entire manufacturers' published price list and/or catalog. b) Prices shall be submitted in the form of a markdown multiplier to be calculated from the current preprinted manufacturer's catalog prices, or an established manufacturer's price list. A markdown multiplier of one (1) will be accepted; however, the space provided on the pricing form for the markdown multiplier must be filled in or that line will be considered a "No Bid". c) While manufacturer's catalog and/or manufacturer's price lists may change throughout the year, the markdown multiplier must remain firm for the entire Contract Period. d) Bidders/Proposers should attach the manufacturer's catalog(s) and/or manufacturer's price list(s) with their Offer. e) In the event replacement manufacturer's catalogs and/or manufacturer's price lists are published, the Contractor shall forward a copy of the replacements to the Procurement Services Department. f) Examples: A 10% discount correlates to a markdown multiplier of .90. A 25% discount correlates to a markdown multiplier of .75.

Type **No Response Required**

General Requirements

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

Type **Optional**

Your response value:

Parts will receive 30% off list provided. Not listed in pricing

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

Acceptable Values

Send electronic version

Send hard copy via U.S. Mail

Your response value:

Send hard copy via U.S. Mail

Bidder is currently set up with a merchant account to accept payment by VISA credit card and will accept payment from the County

<p>General Requirements</p> <p>by VISA account through the ePayables electronic payment solution. Note: If Bidder is already enrolled in the County's ePayables solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.</p> <p>.....</p> <p>Acceptable Values</p> <p>Yes</p> <p>No</p> <p>.....</p> <p><i>Your response value:</i></p> <p>Yes</p>
<p>Bidder will accept payment from the County by direct deposit through the ACH electronic payment solution. Note: If Bidder is already enrolled in the County's 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.</p> <p>.....</p> <p>Acceptable Values</p> <p>Yes</p> <p>No</p> <p>.....</p> <p><i>Your response value:</i></p> <p>Yes</p>
<p>Pursuant to the SPECIAL TERMS AND CONDITIONS that allows the Contract to be available to all government agencies, departments, and municipalities, does the Bidder agree to make the contract and bid prices submitted available to all government agencies, departments, and municipalities? The Bidder's choice to make the contract available (or not) will NOT be considered in the award of the Bid.</p> <p>.....</p> <p>Acceptable Values</p> <p>Yes</p> <p>No</p> <p>.....</p> <p><i>Your response value:</i></p> <p>Yes</p>
<p>Pursuant to the SPECIAL TERMS AND CONDITIONS, the County may, during the period of twelve (12) months from the dated of award, require additional units depending on the requirements and availability of funds. Bidders are requested to indicate the number of months they will extend their bid prices, terms and conditions. The Bidder's choice to extend (or not) the Bid Price(s) will NOT be considered in the award of the Invitation to Bid.</p> <p>.....</p> <p>Acceptable Values</p> <p>0</p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>.....</p> <p><i>Your response value:</i></p> <p>12</p>

1.4 Attachments

1.4.1 Buyer Attachments

Name	Data Type	Description
20 Mile Radius Map	File	
Substitute W-9.pdf	File	

1.4.2 Supplier Attachments

2 Price Schedule**2.1 Line Information**

Display Rank As **Win/Lose**
 Ranking **Price Only**
 Cost Factors **None**
 Response Total (USD) **46,180.50**

Line	Item, Rev	Target Quantity	Unit	Response Price	Amount	Bid Minimum Release Amount
1 CORBIN/RUSSWIN		7,000	Dollar (s)	0.52	3,640.00	
2 HES		2,500	Dollar (s)	0.53	1,325.00	
3 HPC		2,500	Dollar (s)	0.6	1,500.00	
4 ILCO		2,500	Dollar (s)	0.6	1,500.00	
5 IVES		350	Dollar (s)	0.53	185.50	
6 KWIKSET		450	Dollar (s)	0.5	225.00	
7 LAB		950	Dollar (s)	0.75	712.50	
8 LSDA		8,500	Dollar (s)	0.53	4,505.00	
9 LUCKY LINE		750	Dollar (s)	0.52	390.00	
10 MASTER		2,000	Dollar (s)	0.6	1,200.00	
11 TRI FLOW		350	Dollar (s)	0.5	175.00	
12 KABA ILCO SIMPLEX		7,000	Dollar (s)	0.6	4,200.00	
13 SARGENT		13,000	Dollar (s)	0.55	7,150.00	
14 SCHLAGE		9,000	Dollar (s)	0.55	4,950.00	
15 VON DUPRIN		4,000	Dollar (s)	0.57	2,280.00	
16 YALE		850	Dollar (s)	0.65	552.50	
17 ADAMS RITE		6,500	Dollar (s)	0.55	3,575.00	
18 LORI		800	Dollar (s)	0.6	480.00	
19 S. PARKER		2,000	Dollar (s)	0.6	1,200.00	
20 SRS SALES		5,500	Dollar (s)	0.6	3,300.00	
21 LCN (Door Closures)		5,500	Dollar (s)	0.57	3,135.00	

2.2 Line Details**2.2.1 Line 1 CORBIN/RUSSWIN**

Category **450.55**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.2 Line 2 HES

Category **450.55**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.3 Line 3 HPC

Category **450.55**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.4 Line 4 ILCO

Category **450.55**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.5 Line 5 Ives

Category **450.55**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.6 Line 6 KWIKSET

Category **450.55**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.7 Line 7 LAB

Category **450.55**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.8 Line 8 LSDA

Category **450.55**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.9 Line 9 LUCKY LINE

Category **450.55**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.10 Line 10 MASTER

Category **450.55**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.11 Line 11 TRI FLOW

Category **450.55**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.12 Line 12 KABA ILCO SIMPLEX

Category **450.55**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.13 Line 13 SARGENT

Category **450.55**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.14 Line 14 SCHLAGE

Category **450.55**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.15 Line 15 VON DUPRIN

Category **450.55**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.16 Line 16 YALE

Category **450.55**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.17 Line 17 ADAMS RITE

Category **450.55**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.18 Line 18 LORI

Category	450.55
Shopping Category	Not Specified
Minimum Release	Not Specified
Amount (USD)	
Estimated Total	Not Specified
Amount (USD)	

2.2.19 Line 19 S. PARKER

Category	450.55
Shopping Category	Not Specified
Minimum Release	Not Specified
Amount (USD)	
Estimated Total	Not Specified
Amount (USD)	

2.2.20 Line 20 SRS SALES

Category	450.55
Shopping Category	Not Specified
Minimum Release	Not Specified
Amount (USD)	
Estimated Total	Not Specified
Amount (USD)	

2.2.21 Line 21 LCN (Door Closures)

Category	450.55
Shopping Category	Not Specified
Minimum Release	Not Specified
Amount (USD)	
Estimated Total	Not Specified
Amount (USD)	

Contract Terms and Conditions

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Terms and Conditions

A) Definitions

1) Definitions

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

2) 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 Bid Submittal Deadline/Close Date.

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.

4) Bid Submittal Deadline

"Bid Submittal Deadline" or "Close Date" shall mean the date and time set for delivery to the County of all Offers submitted in response to this Solicitation Document as more specifically set forth within this Solicitation Document.

5) Bidder

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

6) Board of County Commissioners

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

7) Business Day(s)

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

8) 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.

9) Close Date

"Close Date" or "Bid Submittal Deadline" shall mean the date and time set for delivery to the County of all Offers submitted in response to this Solicitation Document as more specifically set forth in this Solicitation Document.

10) Contract or Contract Documents

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

11) Contract Price

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

12) 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.

13) Contractor

"Contractor" shall mean the Successful Bidder/Proposer 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.

14) County

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

15) County Administrator

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

16) Day(s)

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

17) Designee

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

18) 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.

19) 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.

20) 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.

21) 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.

22) Offer(s)

"Offer(s)" or "Bid(s)" or "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.

23) Project

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

24) Project Manager

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

25) Purchase Order

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

26) 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.

27) 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.

28) 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.

29) 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.

30) 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.

31) 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.

32) 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.

33) 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.

34) 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.

B) Instructions

1) Manual Bid Submissions

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

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

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

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

Hillsborough County BOCC - County Center

Procurement Services Department

PO Box 1110

601 East Kennedy Blvd

Tampa, FL 33601

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

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

Bidder's/Proposer's use of the United States Postal Service may cause a delay in the County's receipt of the Bidder's/Proposer's Offer by the Close Date. Bidder/Proposer is cautioned to plan necessary delivery time accordingly.

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

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

c) Signing of Offer:

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

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

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

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

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

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

e) Bid Bond:

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

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

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

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

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

2) Affirmative Action Business Enterprise Program

The County hereby notifies all Bidders/Proposers that Minority Business Enterprises (MBE's), Disadvantaged Minority Business Enterprises (DMBE's), and Disadvantaged Women Business Enterprises (DWBE's) will be

afforded an equal opportunity to participate in any award made by the County pursuant to this Solicitation Document and will not be subjected to discrimination on the basis of race, color, religion, sex, national origin, age, marital status, disability, sexual orientation, or gender identity or expression. The County prohibits any person involved in County contracting and procurement activities, to discriminate on the basis of race, color, religion, sex, national origin, age, marital status, disability, sexual orientation, or gender identity or expression.

3) Award of Contract and Rejection of Bids

- a) A Contract, if awarded, will be awarded to the lowest responsive and responsible Bidder in accordance with this Solicitation Document and applicable law.
- b) 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.
- c) The County also reserves the right to reject the Bid/Quote of any Bidder:
 - i) determined to be non-responsible due to failure to perform properly or timely on a comparable contract; and
 - ii) who is not in a position to perform the contract.
- d) 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) Bid Documents

- a) The Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Requirements, any Amendment(s) issued, together with all the attached documents herein identified constitute the entire Solicitation Document, and must be the basis of all Offers.
- b) Bidder's/Proposer's Offer pricing, in addition to all Amendment(s) issued, and any other documentation required by this Solicitation Document that is submitted by the Bidder/Proposer in response to this procurement shall constitute the Offer. The Bidder/Proposer is only required to submit its Offer in addition to any Amendment(s) issued and any other documentation required by this Solicitation Document.
- c) The Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Requirements, Insurance and Bond requirements, Specifications, Equal Employment Opportunity and Affirmative Action requirements, all Amendment(s) issued, the Bidder's/Proposer's Offer, the Agreement, if applicable, together with all other attached documents herein identified and all supplementary drawings issued after award of the Contract shall constitute the "Contract Documents" upon the award of this Solicitation Document.

5) Bid/Proposal Submittal Deadline/Close Date

Bidder/Proposer must submit its Offer no later than the Bid/Proposal Submittal Deadline/Close Date specified in this Solicitation Document. Under no circumstances will Offers submitted/delivered after the Bid/Proposal Submittal Deadline/Close Date be considered. Late Offers will not be accepted.

6) Bid/Proposal/Quote Opening

At the time and place fixed for the opening of the Bids/Proposals/Quotes, every Bid/Proposal/Quote properly delivered by the Bid Submittal Deadline/Close Date will be opened and specific parts of such Offer shall be publicly read aloud, irrespective of any irregularities found therein. Bidders/Proposers and other persons interested may be present or represented.

7) Bid/Proposal/Quote Pricing

Bid/Proposal/Quote pricing must be quoted only on the Bid/Proposal/Quote form(s) provided with 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.

8) Bid/Proposal/Quote Results

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

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

9) Bidder/Proposer Request for Interpretation of Solicitation Document

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

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

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

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

11) Bidder's/Proposer's Compliance With County's Procurement Policy and Procedures and Hillsborough County Ordinance - Protest Process and Procedures

Bidder/Proposer is advised that by submitting a Bid/Proposal/Quote, Bidder/Proposer 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 Ordinance No. 13-24. The County's Procurement Policy and Procedures can be found on the County's website at:

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

Bidder/Proposer is further advised that pursuant to Hillsborough County Ordinance No. 13-24, Section 7(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.

12) 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.

13) Brand Names, Etc.

In instances where the Specifications make this subject applicable, any use therein of brand names, manufacturers' names, trade names, information and/or catalog numbers are used solely for the purpose of providing descriptions and for establishing acceptable quality levels. Such references are not intended to place restriction on the Bidders/Proposers (other than as to quality) and Bidders/Proposers may propose and describe upon the Bid/Proposal/Quote forms deviations that the Bidder/Proposer believes to be equal to or better than the requirements set forth in this Solicitation Document. However, Bidder/Proposer is advised that such deviation(s) may subject the Bidder's/Proposer's Offer to rejection by the County if, at the sole discretion of the County, the deviation is considered material in nature.

14) 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.

15) 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.

16) 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.

17) 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.

18) 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. Certificate forms are available from the Procurement Services Department website at: <http://www.hillsboroughcounty.org/procurement>

19) Electronic Payment Solutions

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

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

c) For more information on both Electronic Payment Solutions, go to:
www.hillsboroughcounty.org/DoingBusinesswithCounty

20) 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.

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.

22) Florida Public Records Law

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

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

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

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

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

f) If, 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 laws, and specifically will:

- i) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services being performed by the Contractor;
- ii) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- iv) Meet all requirements for retaining public records and transfer, at no cost, to the County all public

records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

23) Hillsborough County Business Tax

All Bidders/Proposers are required to comply with Hillsborough County Ordinance No. 95-4, as amended by 02-5 and as may be amended in the future. Failure of a Bidder/Proposer to comply with such Ordinance shall not be a basis to protest the County's award of the Contract; instead, any reported failure of a Bidder/Proposer to comply with the Ordinance will be referred to the Hillsborough County Tax Collector.

24) Inspection of Samples

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

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

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

26) Licensing

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

27) Modification and/or Withdrawal of Offer Prior to Close Date

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

withdraw or modify their Offers after the Bid Submittal Deadline/Close Date.

28) No Assignment of Offers

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

29) Obtaining Clarification and/or Additional Information

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

30) Public Entity Crimes Statement

1) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, offer, or proposal on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work; may not submit bids 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2) Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of a bid, offer, or proposal. The County may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offer, or Proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer, or proposal.

31) Requested Information and Descriptive Literature

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

32) 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.

33) Time Period Offer is Valid

Bidder's/Proposer's Offer shall be in force for a period of not less than ninety (90) Days after the Bid Submittal Deadline/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 Bidder/Proposer 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 Bidder/Proposer may extend its Offer at any time prior to the scheduled expiration thereof.

34) 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.

C) General Terms and Conditions

1) Applicable Law

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

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

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

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

c) The County will execute an appropriate Modification Agreement if such Modification Agreement is approved by the County's Board of County Commissioners. Such Modification Agreement will be prepared by the Project Manager and shall cover changes in the Work to be performed, Work performed in an emergency, and/or any other claim of the Contractor for a change in the Contract Time or the Contract Price.

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

3) Contractor Must Have Legally Authorized Workforce

a) Contractor is advised that the County has entered into an agreement (the IMAGE Agreement) with U.S.

Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent knowingly hiring unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE. Accordingly, by submitting its Offer, Contractor represents and warrants:

- i) that Contractor is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States,
 - ii) that all of Contractor's employees are legally eligible to work in the United States, and
 - iii) that the Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Eligibility Verification Form (the Form I-9).
- b) A mere allegation of Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a contract to the Contractor unless such an allegation has been determined to be factual by ICE prior to the date the Contract is scheduled to be awarded by the County.
- c) Legitimate claims of the Contractor's use of unauthorized workers must be reported to both of the following agencies: The County's Compliance Services hotline at (813) 272-6554; and ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE (1-866-347-2423).
- d) In the event it is discovered that the Contractor's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Contractor cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Contractor from bidding on all County contracts for a period of up to 24 months, and/or take any and all legal action deemed necessary and appropriate.
- e) Contractor is encouraged (but not required) to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:
- i) Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
 - ii) Use the Social Security Number Verification Service and make a good faith effort to correct and verify the names and Social Security numbers of the current workforce. Establish a written hiring and employment eligibility verification policy.
 - iii) Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
 - iv) Require the Form I-9 and E-Verify process to be conducted only by individuals who have received appropriate training and include a secondary review as part of each employee's verification to minimize the potential for a single individual to subvert the process.
 - v) Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
 - vi) Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
 - vii) Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when practicable, incorporate the verification requirements in subcontractor agreements.
 - viii) Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by

the employer or employee; for example, "no match" letters received from the Social Security Administration.

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

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

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

4) 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) 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.

6) County as Intended Beneficiary of Subcontracts

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

7) 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.

8) Failure to Perform

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

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

9) 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 Successful Bidder/Proposer and/or Contractor no less than twenty-four (24) hours written notice, provided that, the County will pay the Successful Bidder/Proposer and/or Contractor for any authorized goods and/or Services provided prior to the Successful Bidder's/Proposer's and/or Contractor's receipt of said termination notice. The County shall be the final authority as to the availability of funds.

10) Hand Sanitizer Ordinance (05-8)

(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 05-8, 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.

11) Hillsborough County Equal Opportunity Clause

APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS IN THE AMOUNT OF \$10,000 OR MORE.

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

provisions of this non-discrimination clause.

b) Recruitment: The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability or marital status.

c) Unions: The Contractor will send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advertising the labor union or worker's representative of the Contractor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) Compliance Reports: The Contractor will maintain records and information assuring compliance with these requirements and shall submit to the designated County official timely, complete and accurate compliance reports at such times and in such form containing such information as the responsible official or Contractor's designee may determine to be necessary to enable Contractor to ascertain whether the Contractor has complied or is complying with these requirements. The Contractor will permit access to its books, records and accounts by the County for purposes of investigation to ascertain compliance with such rules, regulations and orders. In general, the Contractor and subcontractors should have available racial and ethnic data showing the extent to which members of minority groups are beneficiaries under this Contract.

e) Sanctions: In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Hillsborough County, or as otherwise provided by law.

f) Subcontractors: The Contractor will include the provisions of paragraphs (a) through (f) in every subcontract under this contract so that such provisions will be binding upon each subcontractor. The Contractor will take such action with respect to any subcontractor as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. In addition, the Contractor, with regard to the work performed during the Contract Period, shall not discriminate on the basis of familial status in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

g) Federal Requirements: In the event this Contract is paid in whole or in part from any federal governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

h) Applicable Federal Laws, Orders and Regulations:

- i) Section I of the Fourteenth Amendment to the United States Constitution.
- ii) Title VI of the Civil Rights Act of 1964.
- iii) Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and 1975.
- iv) Civil Rights Acts of 1866 and 1870.
- v) Standards for a Merit System of Personnel Administration, 45 CFR 70.
- vi) Revised Order Number 4, 41 CFR 60 2.10.
- vii) Rehabilitation Act of 1973, P.L. 93 112.
- viii) Interagency Agreement dated March 23, 1973.
- ix) Executive Order 11914, Non discrimination with Respect to the Handicapped in Federally Assisted Programs.
- x) Age Discrimination Act of 1967, P.L. 94-135
- xi) Civil Rights Act of 1968, P.L. 90-284

- xii) Veterans Readjustment Act.
- xiii) Section 14001 of the Consolidated Omnibus Budget Reconciliation Act of 1985, (State and Local Assistance Act of 1972, as amended).
- xiv) Office of Management and Budget Circular 102, Attachment O
- xv) Age Discrimination in Employment Act, as amended.
- xvi) Civil Rights Restoration Act of 1987.
- xvii) Federal Civil Rights Act of 1991.
- xviii) Americans with Disabilities Act.
- xix) General Accounting Procedures, 45 CFR, Part 74 and/or Part 92.
- xx) Clean Air Act, 42 USC 1857(h), section 306.
- xxi) Clean Water Act, 33 USC 1368, section 508.
- xxii) Executive Order 11738.
- xxiii) Environmental Protection Agency Regulations, 40 CFR, Part 15.27.8.2.

i) Applicable State Statutes, Orders and Regulations:

- i) State Constitution, Preamble and Article I, Section 2 protects citizens from discrimination because of race, national origin, or religion, national origin, sex or physical disability.
- ii) Florida Statutes, Chapter 112.042, requires non discrimination in employment by counties and municipalities, because of race, color, national origin, sex, handicap, or religious creed.
- iii) Florida Statutes, Chapter 112.043, prohibits age discrimination in employment.
- iv) Florida Statutes Chapter 413.08, prohibits discrimination against the handicapped in employment.
- v) Florida Statutes, Chapter 448.07, prohibits wage rate discrimination based on sex.
- vi) Florida Civil Rights Act of 1992, as amended.

j) Applicable Hillsborough County Ordinances:

- i) Hillsborough County Ordinance #00-37, (Human Rights Ordinance) prohibits discrimination in housing, employment, public accommodations, and procurement and contracting.
- ii) Hillsborough County Ordinance #83-9, (Home rule Charter) Article IX, Section 9.11, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, physical handicap, or political affiliation.

12) Indemnification

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

b) Patent and Copyright Indemnification - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall indemnify, defend, and hold harmless the County from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or

infringement of trademark, copyright patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a County's misuse or modification of Contractor's products or County's operation or use of Contractor's products in a manner not contemplated by the Contract. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may, at its sole expense, procure for the County the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the product, the Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. The County shall not be liable for any royalties.

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

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

13) 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.

14) 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.

15) 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.

16) Maintenance of Records

The Contractor will keep adequate records and supporting documentation applicable to this Contract. Said records and documentation will be retained by the Contractor for a minimum of six (6) years from the date of termination of

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

17) 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.

18) 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.

19) 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.

20) Notices to the County

See the "Specifications" section of this Solicitation Document for notices to the County.

21) Payment and Completion

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

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

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

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

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

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

22) Payment to Contractor by Electronic Payment Solution

a) ePayables: If the Contractor is enrolled in the County's ePayables electronic payment solution, all payments will be made using the ePayables electronic payment solution. The Contractor will be issued a VISA credit card account number with zero (\$0) available funds until an invoice is approved by the County for payment. Once the County has approved payment, an electronic remittance advice will be sent to the Contractor via e-mail or fax along with approval for the Contractor to charge the VISA credit card account for that amount. The Contractor will only have the ability to charge up to the monetary limit available to the account. ePayables payments will be processed via a credit card and merchant services fees will apply. Merchant services fees are determined by the vendor's agreement with their Merchant Bank. Fees are generally up to 3%.

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

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

23) 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.

24) 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.

25) Project Manager's Status

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

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

26) 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.

27) Solid Waste Collection and Disposal (Solid Waste Ordinance 96-34)

(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 Ordinance 96-34, 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 Utilities Department at 813-272-5977 ext. 43907. 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 Hillsborough County Ordinance 96-34, as amended.

28) 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.

29) 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.

30) 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.

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

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

D) Special Terms and Conditions

1) Allowance *

An Allowance, in the amount of \$ 4,000.00, will be added to the awarded Contract amount for Additional Non-Priced Items.

Commodities and/or Services ordered under through the Allowance are limited to the items/services listed above. Costs for the commodities/services must be pre-approved by the County and deemed to be fair and reasonable by County staff.

2) Basis for Award (Overall Low)

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

3) Contract Period for Term Contract *

The Contract resulting from this Solicitation Document will be in effect for a two (2)-year period (ending on the last day of the final month) from the effective date of the Contract as established by the County's Purchase Order.

4) 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.

5) Markdown Multiplier

- a) Some or all Offer price(s) in this Solicitation Document are based on a markdown multiplier from the most recent manufacturers' list pricing or catalog. These line item(s) represent the total dollar value expected to be purchased and is utilized in this solicitation document for evaluation purposes only. The markdown multiplier will apply to the entire manufacturers' published price list and/or catalog.
- b) Prices shall be submitted in the form of a markdown multiplier to be calculated from the current preprinted manufacturer's catalog prices, or an established manufacturer's price list. A markdown multiplier of one (1) will be accepted; however, the space provided on the pricing form for the markdown multiplier must be filled in or that line will be considered a "No Bid".
- c) While manufacturer's catalog and/or manufacturer's price lists may change throughout the year, the markdown multiplier must remain firm for the entire Contract Period.
- d) Bidders/Proposers should attach the manufacturer's catalog(s) and/or manufacturer's price list(s) with their Offer.
- e) In the event replacement manufacturer's catalogs and/or manufacturer's price lists are published, the Contractor shall forward a copy of the replacements to the Procurement Services Department.
- f) Examples: A 10% discount correlates to a markdown multiplier of .90. A 25% discount correlates to a markdown multiplier of .75.

6) 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.

7) Purchase Order/Contract

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

8) Renewal Option (Unilateral) *

At the sole option of the County, through the Board of County Commissioners or designee, this Contract may be renewed for one (1) additional two (2)-year period(s) at the same prices, terms and conditions. The County alone

will determine whether or not this renewal option will be exercised based on its convenience and its best interest.

9) Termination for Convenience

The County reserves the right to terminate this Contract, in whole or in part, for the convenience of the County. Notification of termination shall be provided to the Contractor in writing by certified mail. The County shall pay the Contractor for any accepted goods, Services and/or Work provided by the Contractor to the County prior to Contractor's receipt of said termination notice.

10) Time of Delivery *

Delivery of the goods and/or performance of the Services and/or Work must not be later than 5 Days after receipt of a Purchase Order. The Contractor shall be responsible for all freight charges. Offers that propose delivery that does not fall within this required delivery time will be subject to rejection.

E) Specifications

1) Introduction *

Real Estate and Facilities Services Department is seeking a qualified contractor to provide locksmith supplies. Due to the diversity of style and age of buildings, Hillsborough County needs to have access to the widest range of locksmith supplies available on an as needed basis.

2) Notices to County *

All Notices to the County must be sent by the Successful Bidder/Proposer to the following person(s):

Name: Ray Vega

Title: Project Manager

Mailing Address: 601 E. Kennedy Bl, Tampa, FL 33602

E-Mail Address: vegara@hillsboroughcounty.org

Phone Number: 813.272.5118

Facsimile Number: 813.276.8705

3) Scope of Work/Technical Specifications *

A. GENERAL REQUIREMENTS

The Contractor shall:

1. Be an established supplier for a minimum of three (3) years.
2. Furnish and deliver to the Hillsborough County Real Estate and Facilities Services Department/Operations and Maintenance locksmith supplies from but, not limited to, the manufacturers specified herein.
3. Not use substitutes, generic, or look-alike products.
4. Maintain, at a minimum, normal working hours of 8:00 AM to 5:00 PM, Monday through Friday, except for

official Hillsborough County holidays.

5. Have parts available within 20 miles of the County Center Building, 601 E. Kennedy Blvd Tampa, FL, 33601 with exceptions for manufacturer backorders only.

6. Be responsible for all shipping and freight charges to the location specified by the ordering Department during the life of the contract.

7. Deliver all orders within five (5) days of receipt of a release purchase order to the location identified on each order unless an alternate agreed upon time is approved by the Project Manager.

8. Submit prices in the form of a firm percentage discount to be deducted from the current preprinted manufacturer's catalog prices, current trade service price schedule or an established manufacturer's price list. Discounts specified per the Pricing Pages shall be applied to each individual product ordered and shall remain firm for the entire contract period.

9. Forward three (3) copies of any replacement manufacturer's catalogs and/or manufacturer's price lists that are published to the County Project Manager or designated representative.

10. Provide product literature and/or price schedules to requesting departments or agencies at no charge to the County.

11. Be responsible for all return shipping and freight charges for any received damaged parts, replacements and/or returns.

12. Offer commensurate discounts for non priced items for manufacturers not listed on the pricing pages. Non priced items shall be ordered under the Allowance line item.

B. ORDERING/DELIVERY

The County shall place all orders with a release purchase order identifying quantities and delivery locations. The price for all supplies shall include all associated costs to deliver material to Hillsborough County Real Estate and Facilities Services Department/Operations and Maintenance, County Center 23rd Floor, 601 E Kennedy BLVD., Tampa, Florida 33601 or designated jobsite as identified in the release purchase order. No additional charges shall be allowed and there shall be no minimum order limitations. Delivery of the goods shall not be later than Five (5) Calendar Days after receipt of a release purchase order.

C. INVOICING

Invoices shall be submitted to the Clerk of Circuit Court at (PO Box 1110, Tampa FL 33601-1110 or countyfinanceinvoices@hillsclerk.com) but do not send to both. Invoices shall contain all of the required data elements as identified on the Release Purchase Order issued as a result of this Invitation to Bid award. Invoices are to reflect the prices and discounts stipulated on the release purchase order and as outlined in this bid per line item. Firm prices shall be bid and shall be all inclusive of required services stated in the bid documents to include but, not limited to, all shipping and delivery charges (F.O.B. Destination) if applicable. As part of the award process, the County may request a sample invoice. In addition to all other required elements invoices shall contain, but shall not be limited to, the following information:

1. Invoice Number and Date;
2. Company Name and Address, Contact Person, Phone Number/Email Address;
3. Release Purchase Order number;
4. Product Ordered, Quantity and Cost per Line Item prior to Discount;
5. Discounts per Line Item;
6. Final Net Cost per Line Item;
7. County Representative Ordered by.

D. DISCOUNT PRICING

1. Prices shall be submitted in the form of a firm percentage discount to be deducted from the current preprinted manufacturer's catalog prices, or an established manufacturer's price list. A fixed percentage discount of zero (0) will be accepted however, the discount space provided on the pricing pages/proposal form must be filled in or that portion will be tabulated as a "No Bid" and the overall bid will be rejected.
2. While manufacturer's catalog and/or manufacturer's price lists may change throughout the term, the percentage discount shall remain firm for the entire contract period.
3. Contractor shall provide three (3) manufacturer's catalogs and/or manufacturer's price lists when requested.
4. In the event replacement manufacturer's catalogs and/or manufacturer's price lists are published, the awarded Bidder shall forward three (3) copies of such replacement to the Project Manager.