

**PROCUREMENT POLICY ATTACHMENT 4
STANDARD AGREEMENT**

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20_____, (award date for projects subject thereto) by and between HILLSBOROUGH COUNTY, a political subdivision of the State of Florida, hereinafter called County; and

_____ hereinafter called Contractor.

WITNESSETH THAT:

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. Pursuant to the requirements set forth within this Solicitation Document ITB/RFP/RFQ # _____ titled _____, the Contractor shall provide the labor, Services, materials, Work and all appurtenances thereto.

2. The following sections of this Solicitation Document are hereby incorporated into this Agreement by reference: Instructions, General Terms and Conditions, Special Terms and Conditions, Specifications, all Amendment(s) issued, all attachments to this Solicitation Document, and the Offer.

3. The Contractor shall furnish, at its own cost and expense, all equipment, tools, materials and labor of every description necessary to carry out and complete said Services/Work in a good, firm, substantial and workmanlike manner.

4. This Agreement shall be in effect for the period beginning _____ and ending _____.

The Contractor shall commence performance of Services/Work required hereunder on said beginning date unless otherwise stated herein.

5. Indemnification (General Liability): The Contractor shall indemnify, hold harmless, and defend the County and the Board of County Commissioners, their agents and employees and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at anytime be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, to the extent caused or incurred, as a result of any negligent, wrongful, or intentional act or omission of, or based on any act of fraud or defalcation by the Contractor, or anyone performing any act required of the Contractor in connection with performance of the Contract awarded pursuant to this Solicitation Document. These obligations shall survive acceptance of any goods/Work and/or performance and payment therefore by the County.

6. Including the provisions contained in this Agreement, the Contractor and the County shall adhere to all provisions contained in the Contract Documents, the same being incorporated as part of this Agreement by reference.

7. The County shall pay and the Contractor shall accept as full compensation for all Work done and materials furnished; for all costs and expenses incurred, and loss or damages sustained by reason of action of the elements or growing out of the nature of the Work, or from any unforeseen obstruction or difficulties encountered in the prosecution of the Work; for all expenses incurred by, or in consequence of the suspension or discontinuance of the Work herein specified; and for well and faithfully completing the Work, the whole thereof, therein provided, and maintaining the Work in good condition until the final payment is made, an amount based upon the actual quantities of Work and materials utilized in constructing the Project, compensable at the unit prices shown in the Contractor's Offer, however, in no event shall the total compensation paid under the terms of this Agreement exceed \$ _____ for _____

unless otherwise authorized by the County in a Modification Agreement. The County and the Contractor acknowledge that the total price shown in the Contractor's Offer is based upon the extension of the unit prices and estimated quantities shown in the Contractor's Offer. The County and the Contractor acknowledge that the performance of this Agreement may require changes in the item quantities shown in the Contractor's Offer which changes may result in adjustments in the pay quantities which comprise

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elements of the total price shown in Contractor's Offer. All such changes and adjustments shall be accomplished by Modification Agreement(s) issued in accordance with the provisions of these Contract Documents.

8. Contractor understands and agrees that during the fiscal year in which this Agreement is entered into, the County will have sufficient unencumbered funds to cover payment for the goods, Services and/or Work to be provided under this Agreement during said fiscal year.

9. During the performance of this Agreement, 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 Civil Rights Act of 1992 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 Agreement 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. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

10. The Contractor shall comply with Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

11. This Agreement shall be contingent upon the Contractor furnishing the County, when required, a certificate of Competency, Certificate(s) of Insurance, Performance Bond, Payment Bond, and any other such documents as required in this Agreement within ten (10) Days after the Notice of Award.

12. This Agreement may only be amended or modified by a written instrument executed by the County and the Contractor, except for Unilateral Change Orders and Unilateral Extensions, as provided for in the General Terms and Conditions.

13. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of Florida, or the laws, rules, and regulations of the United States when providing Services and/or Work funded by the United States government and venue shall be in Hillsborough County, Florida.

14. Termination for breach: Unless the Contractor's breach is waived, the County may, upon the giving of written notice, terminate this Agreement for said breach. Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach; nor shall it be construed to be a modification of this Agreement. The aforesaid termination notice shall be considered received by the Contractor and the County if delivered in person with written proof thereof, or when deposited in the U.S. Mail, in a prepaid wrapper marked certified, return receipt requested.

15. Notice - Any notice required by this Agreement shall be given to the following representatives of the parties:

COUNTY:

CONTRACTOR:

16. Legally Required Statement and Provisions Regarding Access to Records – Applicable to Services Contracts Only

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

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

- i) _____ (name & telephone number),
- ii) _____ (email address),
- iii) _____ (County department name & mailing address)

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

- i) Keep and maintain public records required by the County to perform the services.
- ii) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County.
- iv) Upon completion of the Agreement, transfer at no cost to the County, all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

17. The Contractor affirms that it is in compliance with Florida Statutes, Section 448.095 which, in part, requires all contractors and its subcontractors to register with and use the United States Department of Homeland Security's E-Verify system for all newly hired employees, and requires contractors to obtain affidavits from its subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor acknowledges and understands that pursuant to

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

18. The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ATTEST: CLERK OF CIRCUIT COURT

**COUNTY: HILLSBOROUGH COUNTY
FLORIDA**

BY: _____
DEPUTY CLERK

BY: _____
CHAIR, BOARD OF
COUNTY COMMISSIONERS

ATTEST:

CONTRACTOR

WITNESS

AUTHORIZED CORPORATE OFFICER OR
INDIVIDUAL (SIGN BEFORE NOTARY PUBLIC)

WITNESS

(Printed Name Of Signer)

(Title)

(Phone)

(Date)

BOCC Staff	Approval	Date
Department Fiscal		
Department Director		
Procurement		
County Attorney: Approved as to Form and Legal Sufficiency		

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ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this (date) _____ by
(name of officer or agent, title of officer or agent) _____ of (name of corporation acknowledging)
_____ a (state or place of incorporation) _____ corporation, on behalf of the corporation, pursuant to the
powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is
personally known to me or has produced (type of identification) _____ as identification and did certify to have knowledge of
the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this (date) _____.

(Official Notary Signature and Notary Seal) Commission Number _____

(Name of Notary typed, printed or stamped) Commission Expiration Date _____

1 ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this (date) _____ by
(name of partner or agent, title of partner or agent) _____ of (name of company acknowledging)
_____, on behalf of the company/partnership, pursuant to the powers conferred upon said partner or agent by the
company/partnership. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced (type of
identification) _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and
certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this (date) _____.

(Official Notary Signature and Notary Seal) Commission Number _____

(Name of Notary typed, printed or stamped) Commission Expiration Date _____

2 ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this (date) _____ by
(name of individual or agent, title of individual or agent) _____ of (name of company acknowledging), on behalf
of the individual/company, pursuant to the powers conferred upon said officer or agent by the company. He/she personally appeared before me at
the time of notarization, and is personally known to me or has produced (type of identification) _____ as identification and
did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this (date) _____.

(Official Notary Signature and Notary Seal) Commission Number _____

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(Name of Notary typed, printed or stamped)

Commission Expiration Date _____
