

- (g) To provide increased economy in County procurement activities and to maximize to the fullest extent practicable the purchasing value of public funds of the County.
- (h) To foster effective broad-based competition within the free enterprise system and maintain an open and competitive environment.
- (i) To provide safeguards for the maintenance of a procurement system of quality and integrity.
- (j) To obtain in a cost-effective and responsive manner the goods, services, and construction required by County agencies in order for those agencies to better serve this County's residents and businesses.

§1-102 *Supplementary General Principles of Law Applicable.* Unless displaced by the particular provisions of this Policy, the principles of law and equity, including the Uniform Commercial Code of this State, the law merchant, and law relative to capacity to contract, agency, fraud, misrepresentation, duress, coercion, mistake, or bankruptcy shall supplement the provisions of this Policy.

§1-103 *Requirement of Good Faith.* This Policy requires all parties involved in the negotiation, performance, or administration of County contracts to act in good faith.

§1-104 *Application of this Policy.*

(1) *General Application.* This Policy applies only to contracts solicited or entered into after the effective date of this Policy unless the parties agree to its application to a contract solicited or entered into prior to the effective date.

(2) *Application to County Procurement.* Except as provided in §1-601 (Exclusions from this Policy), this Policy shall apply to the procurement of all goods, services, and construction required by the Board of County Commissioners and all agencies governed by the same. Nothing in this Policy or in regulations promulgated hereunder shall prevent the County from complying with the terms and conditions of any grant, gift, bequest, or cooperative agreement.

(3) *Overriding Authority of County Administrator.* Notwithstanding the authority specifically granted to the County Administrator in this Policy, the County Administrator shall also have the specific authority granted to the Director of Procurement throughout this Policy.

§1-105 *Severability.* If any one or more of the provisions of this Policy should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be deemed severable from the remaining provisions of this Policy and in no way shall affect the validity of all other provisions of this Policy.

§1-109 *Effective Date.* This Policy shall become effective at 12:01 A.M. on **October 1, 2017.**

- §1-201 *Determinations.* Written determinations required by this Policy shall be retained in the appropriate contract file.
- §1-401 *Public Access to Procurement Information.* Procurement information shall be public record to the extent provided by Florida Law and shall be available to the public as provided therein.
- §1-501 *Authorization for the Use of Electronic Transmissions.* The use of electronic media and/or electronic commerce, including acceptance of electronic signatures, is authorized provided that (1) such use is consistent with applicable law, (2) appropriate security is in place to prevent unauthorized access to the solicitation, approval, and award processes; and (3) the electronic form of information can be accurately retrieved, inspected, copied, and/or transmitted.
- §1-502 *Donation of Goods and/or Services.* Except as prohibited or prescribed by law, all donations (full or partial) of goods and/or services, regardless of the source and dollar amount, shall require approval and acceptance by the Board of County Commissioners prior to taking possession and/or delivery of such donated goods and/or services.
- §1-503 *Unauthorized Procurements.* Unless otherwise authorized in this Policy, it shall be a violation of Board Policy and a breach of ethical standards for any officer or employee of the County to knowingly order or procure any supplies, services, and/or construction on behalf of the County in a manner that is contrary to this Policy. The County shall not be bound by any order or procurement that is made contrary to this Policy. Costs associated with unauthorized procurements may be borne by the responsible officer(s) and/or employee(s), and the civil and administrative remedies provided in §12-301 may also be imposed on the same.
- §1-504 *Subdividing Procurements or Contracts.* No contract or purchase shall be subdivided to avoid the requirements of this Policy. Contracts or purchases that are subdivided to avoid or circumvent this Policy shall be considered Unauthorized Procurements and shall be a violation of Board Policy.
- §1-505 *Contract Approval and Signature.* All formal contracts that require signature by an officer of the County for the procurement of goods, services, and/or construction shall be submitted to the Board of County Commissioners for approval and signature, unless otherwise authorized in this Policy or specifically delegated by the Board of County Commissioners.
- (1) *County Administrator Authority to Enter Consulting Contracts.* The County Administrator shall have the authority to enter into and execute consulting contracts in the amount of \$250,000.00 or less, provided such contracts are substantially similar in form and content to the Standard Consulting Services Contract (attached hereto as "Attachment 1").

(2) *County Attorney Authority to Enter Consulting Contracts.* The County Attorney shall have the authority to enter into and execute consulting contracts of \$100,000.00 or less provided the services are within the scope of the County Attorney's duties defined in Article VI, Section 6.02, of the Charter of Hillsborough County, and contingent on the availability of approved funds. The County Attorney may utilize the County's Standard Consulting Services Contract or may utilize an alternative contract/agreement. If the County Attorney utilizes an alternative contract/agreement, then said contract/agreement shall be presented to the Board of County Commissioners for approval if the terms and conditions of said contract/agreement have not been previously approved by the Board of County Commissioners and delegated to the County Attorney via ordinance, resolution, or other Board action.

(3) *County Internal Auditor Authority to Enter Consulting Contracts.* The County Internal Auditor shall have the authority to enter into and execute consulting contracts of \$100,000.00 or less provided (1) the services are within the scope of the County Internal Auditor's duties defined in Article IV, Section 4.10, of the Charter of Hillsborough County, (2) contingent on the availability of approved funds, (3) and such contracts are substantially similar in form and content to the Standard Consulting Services Contract (attached hereto as "Attachment 1").

§1-506 *Standard Consulting Services Contract.* The Director of Procurement, upon consultation and approval by the County Attorney, shall develop and maintain a Standard Consulting Services Contract for use by all departments and agencies under the Board of County Commissioners. The Standard Consulting Services Contract (attached hereto as "Attachment 1") shall be approved by the Board of County Commissioners and any modification of the same shall be approved by the Board of County Commissioners.

§1-601 *Exclusions from this Policy.*

(1) *Grants and gifts.* This Policy shall not apply to procurements made with grants, gifts, bequests, or donations to the extent the application of this Policy would conflict with the requirements, conditions, or limitations attached to the grant, gift, bequest, or donation.

(2) *Lease or purchase by the County of real property.* This Policy shall not apply to the acquisition of real property by lease, purchase or license for the County unless otherwise determined or directed by the Board of County Commissioners.

(3) *Where specified by general law, ordinance or policies.* This Policy shall not apply to any purchase governed by explicit provisions of general law or other County ordinance or Board of County Commissioners' policies unless the solicitation indicates the applicability of this Policy, and this Policy shall apply only to the extent set out in the solicitation.

(4) *Requests for Applications.* This Policy shall not apply to County funding of special programs through the Request for Applications (RFA) process or express approval of the Board of County Commissioners.

- (5) *Economic Development.* This Policy shall not apply to agreements between the County and entities for economic development services, grants, incentive programs (e.g., ad valorem tax exemption agreements, historic preservation challenge grant awards, fee exemption agreements, etc), redevelopment agreements (e.g., County engagement, grants, incentives, etc.), and other related economic development awards approved by the Board of County Commissioners.
- (6) *Interlocal/Intergovernmental Agreements.* This Policy shall not apply to interlocal and intergovernmental agreements between the County and other governmental entities or agencies.
- (7) *Miscellaneous Agreements.* This Policy shall not apply to securities, financing, and bond agreements; franchise agreements; and/or revenue distribution agreements (e.g. tourist development taxes, etc.).
- (8) *Housing Rehabilitation Program.* This Policy shall not apply to the County's Housing Rehabilitation Program, which provides financial assistance to income eligible homeowners for making needed repairs on owner-occupied homes.
- (9) *Authority.* Nothing herein shall limit the authority of the Board of County Commissioners to modify or adopt policies governing any and all exclusions from this Policy.

END OF CHAPTER 1

CHAPTER 2 PROCUREMENT ORGANIZATION

- §2-201 *Procurement Services Department.* The Procurement Services Department shall be headed by the Director of Procurement.
- §2-202 *Appointment and Qualifications.* The Director of Procurement shall be appointed and serve at the pleasure of the County Administrator. The Director of Procurement shall be a person with demonstrated executive and organizational ability, and have relevant, recent experience in public procurement and the large- scale procurement of supplies, services, and construction.
- §2-204 *Authority of the Director of Procurement.*
- (1) *Principal Contracting Officer of the County.* The Director of Procurement shall serve as the central procurement officer of the County. In the absence of a duly-appointed Director of Procurement, interim or otherwise, the County Administrator shall act as the central procurement officer of the County.
 - (2) *Power to Adopt Operational Procedures.* Consistent with the provisions of this Policy, the Director of Procurement may adopt operational procedures governing the internal functions of the Procurement Services Department.
 - (3) *Duties.* Except as otherwise specifically provided in this Policy, the Director of Procurement shall:
 - (a) Direct and supervise the procurement of all supplies, services, and construction required by the County;
 - (b) Establish and maintain program(s), as required, for training and support of Using Agencies with regard to procurement regulations, procedures, and systems.
 - (c) Establish and maintain program(s), as required, for the inspection, testing, and acceptance of supplies, services, and construction;
 - (d) Manage and support vendor relationships including, but not limited to, outreach, vendor registration and administration, measuring and reporting vendor performance, training, and conflict resolution; and
 - (e) Ensure compliance with this Policy and resulting regulations by reviewing and monitoring procurements conducted by any designee, department, agency or official delegated authority under §2-205 (Delegation of Authority by the Director of Procurement).
 - (4) *Regulations.* The Director of Procurement is authorized to adopt regulations, consistent with the Policy, governing the procurement of any and all supplies, services, and construction procured by the County, unless exempted pursuant to §1-601 (Exclusions from this Policy).

- §2-205 *Delegation of Authority by the Director of Procurement.* Subject to regulations, the Director of Procurement may delegate authority to designees or to any department, agency, or official.
- §2-301 *Centralization of Procurement Authority.* Except as otherwise provided in this Policy or specific delegation by the Board of County Commissioners, all rights, powers, duties, and authority relating to the procurement of supplies, services, and construction now vested in, or exercised by, any County department, agency, or official are hereby transferred to the Director of Procurement.
- §2-302 *Authority to Contract for Legal Services.* No contract for legal services may be awarded without written approval of the County Attorney.
- §2-401 *County Procurement Regulations.*
- (1) *Regulations.* Regulations shall be promulgated by the Director of Procurement to implement this Policy.
 - (2) *Director of Procurement Shall Not Delegate Authority to Promulgate Regulations.* The Director of Procurement shall not delegate his/her authority to promulgate regulations.
 - (3) *Regulations Shall Not Change Existing Contract Rights.* No regulation shall change any commitment, right, or obligation of the County or of a contractor under a contract in existence on the effective date of such regulation.
- §2-501 *Collection of Data Concerning Public Procurement.* The Director of Procurement shall cooperate with the Clerk of the Circuit Court, County Internal Auditor, and Director of Management & Budget in the preparation of statistical data concerning the procurement of all supplies, services, and construction. All Using Agencies shall furnish such reports as the Director of Procurement may require concerning usage, needs, and stocks on hand, and the Director of Procurement shall have authority to prescribe forms to be used by the Using Agencies in requisitioning, ordering, and reporting of supplies, services, and construction.
- §2-601 *Duties of the County Attorney.* The County Attorney, or such attorney(s) as the County Attorney may designate, shall serve as legal counsel and provide necessary legal services to Director of Procurement.

END OF CHAPTER 2

CHAPTER 3 SOURCE SELECTION AND CONTRACT FORMATION

§3-102 *General Provisions.*

- (1) *Extension of Time for Bid or Proposal Acceptance.* After opening bids or proposals the Director of Procurement may request bidders or offerors to extend the time during which the County may accept their bids or proposals, provided that, with regard to bids, no other change is permitted. The reasons for requesting such extension shall be documented.
- (2) *Extension of Time on Indefinite Quantity Contracts.* The time of performance of an indefinite quantity contract may be extended upon agreement of the parties, provided the extension is for ninety (90) calendar days or less and the Director of Procurement determines in writing that it is not practical to award another contract at the time of such extension.
- (3) *Multiple or Alternate Bids or Proposals.* Unless multiple or alternate bids or proposals are specifically provided for, the solicitation shall state that such bids or proposals shall not be accepted. When prohibited, multiple or alternate bids or proposals shall be rejected, provided that if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid or proposal submitted by the bidder or offeror. The provisions of this Section shall be set forth in the solicitation, and if multiple or alternate bids or proposals are allowed, it shall specify their treatment.
- (4) *Bid and Performance Bonds for Supply Contracts or Service Contracts.* Bid and performance bonds or other security may be required for supply contracts or service contracts as the Director of Procurement deems advisable to protect the interest of the County. Any such requirements must be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of bidder or offeror responsibility. §5-301 (Bid Security) and §5-302 (Contract Performance and Payment Bonds) set forth bonding requirements applicable to construction contracts and may be considered when establishing any such requirements for supply contracts or service contracts.
- (5) *Conditioning Bids or Proposals Upon Other Awards Not Acceptable.* Any bid or proposal which is conditioned upon receiving award of both the particular contract being solicited and another separately-solicited County contract shall be deemed nonresponsive and not acceptable.

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(6) *Only One Bid or Proposal Received.*

(a) *One Bid Received.* If only one responsive bid is received in response to an Invitation for Bids (including multi-step bidding), an award may be made to the single bidder in accordance with the procedures set forth in §3-202 (Competitive Sealed Bidding) if the Director of Procurement finds that the price submitted is fair and reasonable, and that either other prospective bidders had reasonable opportunity to respond, or there is not adequate time for re-solicitation. Otherwise the bid may be rejected pursuant to the provisions of §3-301 (Cancellation or Rejection of Bids or Proposals) and:

- (i) new bids or offers may be solicited;
- (ii) the proposed procurement may be cancelled; or
- (iii) if the Director of Procurement determines, in writing, that the need for the supply or service continues, but that the price of the sole bid is not fair and reasonable and there is no time for re-solicitation due to a critical or essential need, or re-solicitation would likely be futile, the procurement may then be negotiated and conducted under §3-205 (Sole Source Procurements) or §3-206 (Emergency Procurements), and awarded in accordance with §13-101 (Award Authority). All negotiations shall be conducted in a manner that favors the public interest, secures the lowest possible pricing, and preserves the integrity of the procurement process.

(b) *One Proposal Received.* If only one proposal is received in response to a Request for Proposals, an award may be made in accordance with the procedures set forth in Section 3-203 (Competitive Sealed Proposals) if the Director of Procurement finds that the price submitted is fair and reasonable, and that either other prospective offerors had reasonable opportunity to respond, or there is not adequate time for re-solicitation. Otherwise the proposal may be rejected pursuant to the provisions of §3-301 (Cancellation or Rejection of Bids or Proposals) and:

- (i) new bids or offers may be solicited;
- (ii) the proposed procurement may be cancelled; or
- (iii) if the Director of Procurement determines, in writing, that the need for the supply or service continues, but that the price of the sole bid is not fair and reasonable and there is no time for re-solicitation due to a critical or essential need, or re-solicitation would likely be futile, the procurement may then be negotiated and conducted under §3-205 (Sole Source Procurements) or §3-206 (Emergency Procurements), and awarded in accordance with §13-101 (Award Authority). All negotiations shall be conducted in a manner that favors the public interest, secures the lowest possible pricing, and preserves the integrity of the procurement process.

- (7) *No Bid or Proposal Received.* If no bid or proposal is received in response to a solicitation, and the Director of Procurement determines, in writing, that the need for the supply or service continues and there is no time for re-solicitation due to a critical or essential need, or re-solicitation would likely be futile, the Director of Procurement is authorized to identify a source of supply, without solicitation, and negotiate the procurement under §3-205 (Sole Source Procurements) or §3-206 (Emergency Procurements), as deemed appropriate. All negotiations shall be conducted in a manner that favors the public interest, secures the lowest possible pricing, and preserves the integrity of the procurement process.

§3-104 *Unsolicited Proposals.*

(1) *Public-Private Partnerships.*

- (a) *General.* The County may receive unsolicited proposals or solicit proposals for qualifying projects, as defined in §255.065, Fla. Stat., and may thereafter enter into a comprehensive agreement with a private entity, or a consortium of private entities, for the building, upgrading, operating, ownership, or financing of facilities. The Director of Procurement shall promulgate regulations and procedures for receiving unsolicited proposals, soliciting proposals, evaluating, and entering comprehensive agreements for such qualifying projects. Such regulations and procedures shall be in compliance with this subsection (§3-104) and §255.065, Fla. Stat.

- (b) *Initial Application Fee.* An Initial Application Fee in the amount of \$1,500.00 must accompany the submission of each unsolicited proposal covered by §3-104(1)(a). Payment of the Initial Application Fee must be made by cash, cashier's check, or other non-cancelable instrument. Personal checks shall not be accepted. Unsolicited proposals received without the Initial Application Fee shall not be accepted. Pursuant to §255.065, Fla. Stat., if the initial application fee does not cover the County's actual cost to process, review, and evaluate the unsolicited proposal including, but not limited to, the cost of attorneys, engineers, consultants, financial advisors, and other professionals incurred by the County over and above the initial processing fee, the County shall request, in writing, the additional amount required from the proposer. The additional amount requested of the proposer shall not be greater than the actual costs associated with evaluating the unsolicited proposal. The proposer must pay the requested additional amount within thirty (30) calendar days after receipt of the request for the additional amount. The County shall reserve the right to stop its review of the unsolicited proposal and reject the same in its entirety without further consideration if the proposer fails to pay the additional amount within the prescribed timeframe. If the County chooses not to evaluate an unsolicited proposal, the Initial Application Fee shall be returned to the proposer.

- (2) *Other Unsolicited Proposals.* The County may also receive unsolicited proposals for supplies or services other than Public-Private Partnerships and the Director of Procurement shall promulgate regulations and procedures for receiving, evaluating, and entering agreements for the same.

- (3) *Delivery of Unsolicited Proposals.* Without exception, all unsolicited proposals shall be submitted and delivered to the Director of Procurement.
- (4) *Applicability of Protest Policy and Cone of Silence to Unsolicited Proposals.* All protests and/or grievances related to procurements resulting from an unsolicited proposal shall be governed by Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, entitled Hillsborough County Procurement Protest Policy and Procedures (Protest Policy). Furthermore, in keeping with the Protest Policy, a Cone of Silence shall go into effect on the date an unsolicited proposal is received by the County.

§3-105 *Novation, Change of Name, Change of Business Status, or Assignment.*

- (1) *Novation.* The County Administrator is authorized to approve and execute novation agreements with annual expenditures of \$1,000,000.00 or less under the following conditions:
 - (a) The novation does not change the price, services, or other terms from the original agreement, except the change in the legal entity responsible for providing the services under the original agreement;
 - (b) The new contracting entity provides documentation to substantiate the purported transfer of assets from the original contracting entity, if applicable, and the County Administrator determines that the new contracting entity has in-fact acquired, merged with, or assumed the assets of the original contracting entity;
 - (c) The County Administrator determines that the new contracting entity is authorized to do business in Florida and has not been debarred by Hillsborough County or the State of Florida;
 - (d) The County Administrator determines that the new contracting entity is at least as responsible as the original contracting entity based on the same criteria used in awarding the original agreement;
 - (e) The County Administrator confirms that the new contracting entity will provide performance guarantees that are equivalent to what the original contracting entity provided including, but not limited to, required insurance and/ or performance bonds; and
 - (f) The novation agreement is in substantially the same form and content to the Standard Novation Agreement (attached hereto as "Attachment 2").
- (2) *Change of Name.* When a contractor requests a change of name, in which only the name of the contracting entity will change, the Director of Procurement is authorized to effect such a change of name, upon receipt of proper documentation indicating such change of name and approval from the County Attorney. No other terms and conditions of the contract shall be changed.

- (3) *Change of Business Status.* Upon receipt of proper documentation and approval from the County Attorney, the Director of Procurement is authorized to effect a change in a contractor's business status or corporate conversion in the event such a change in status or conversion takes place. No other terms and conditions of the contract shall be changed.
- (4) *Assignment.* No County contract is transferable, or otherwise assignable, without approval from the County Attorney and the written consent of the Director of Procurement provided, however, that a contractor may assign monies receivable under a contract after due notice to the County. If a contract is transferred, or otherwise assigned, a novation agreement is required.
- (5) *Standard Novation Agreement.* The Director of Procurement, upon consultation and approval by the County Attorney, shall develop and maintain a Standard Novation Agreement for use by all departments and agencies under the Board of County Commissioners. The Standard Novation Agreement (attached hereto as "Attachment 2") shall be approved by the Board of County Commissioners and any modification of the same shall be approved by the Board of County Commissioners.

§3-107 *Purchase of Items Separately from Construction Contract.* The Director of Procurement, after consulting with the Using Agency, is authorized to determine whether a supply item or group of supply items shall be included as a part of, or procured separately from, any contract for construction.

§3-201 *Methods of Source Selection.*

- (1) Unless otherwise authorized by law or policy, all County contracts shall be awarded by one of the following methods:
 - (a) §3-202 (Competitive Sealed Bidding)
 - (b) §3-203 (Competitive Sealed Proposals)
 - (c) §3-204 (Small Purchases)
 - (d) §3-205 (Sole Source Procurements)
 - (e) §3-206 (Emergency Procurements)
 - (f) §3-207 (Special Procurements)
 - (g) §3-208 (Noncompetitive Procurements)
 - (h) §3-209 (Other Forms of Procurement)
 - (i) §3-210 (Purchasing Card Program)
 - (j) §5-205 (Architectural, Engineering, and Other Professional Services)

- (2) *Preferred Source Selection Methods.* Except as otherwise provided in this policy or applicable law, all procurements of supplies and services, individually or collectively for a project or ongoing need, in which the total expenditure is reasonably estimated to be greater than \$50,000.00 in a fiscal year or calendar year, shall be made in accordance with §3-202 (Competitive Sealed Bidding) or §3-203 (Competitive Sealed Proposals); provided, however, that the Board of County Commissioners shall have the authority to waive the competitive sealed bid or competitive sealed proposal requirements if it deems it advisable to do so. Procurements related to infrastructure facilities and services (construction) shall be made in accordance with Section 5 (Procurement of Infrastructure Facilities and Services).
- (3) *Choice of Source Selection Method.* The Director of Procurement, after consulting with the Using Agency, shall have the discretion and final authority to select the source selection method that is deemed to be in the County's best interest for each procurement.

§3-202 Competitive Sealed Bidding.

- (1) *Conditions for Use.* The preferred procurement method shall be Competitive Sealed Bidding; therefore, all contracts shall be awarded by Competitive Sealed Bidding except as otherwise provided in this Policy.
- (2) *Invitation for Bids.* An Invitation for Bids shall be issued and shall include a purchase description, and all contractual terms and conditions applicable to the procurement.
- (3) *Public Notice.* Adequate public notice of the Invitation for Bids shall be given a reasonable time prior to the date set forth therein for the opening of bids. Such public notice shall be in accordance with Florida Law (if applicable) and in the form and manner prescribed by the Director of Procurement through regulation. The Director of Procurement may require different types of public notice depending on the size and nature of the procurement. Such notice may include, but is not limited to, publication in a newspaper of general circulation, in a newspaper of local circulation or targeted circulation pertinent to a specific procurement, in industry media, electronic vendor lists, government publications designed for giving public notice, and/or through the internet, County web site, or other publicly accessible electronic media.
- (4) *Bid Opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The amount of each bid, and such other relevant information as may be specified by regulation, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection in accordance with Florida Law. Bids submitted and opened through electronic means shall not require the presence of witnesses.

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- (5) *Bid Acceptance and Bid Evaluation.* Bids shall be accepted without alteration or correction, except as authorized in this Policy or accompanying regulations. The evaluation may include consideration of ability, quality, capacity, skill, delivery time, past performance, sufficiency of financial resources, compliance with applicable laws and ordinances, suitability for a particular purpose, and other criteria set forth in the Invitation for Bids. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The Invitation for Bids shall set forth the evaluation criteria to be used. No criteria may be used in the evaluation that are not set forth in the Invitation for Bids.
- (6) *Correction or Withdrawal of Bids; Cancellation of Awards.* Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted in accordance with the regulations promulgated by the Director of Procurement. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Director of Procurement.
- (7) *Award.* The contract shall be awarded with reasonable promptness by written notice to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids.
- (8) *Multi-Step Sealed Bidding.* When it is considered impractical to initially prepare a purchase description to support an award based solely on price, an Invitation for Bids may be issued requesting the submission of unpriced qualifications-based or technical offers to be followed by a request for pricing, which is limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.

§3-203 *Competitive Sealed Proposals.*

- (1) *Conditions for Use.*
 - (a) A contract may be entered into by competitive sealed proposals when the Director of Procurement or designee determines in writing, pursuant to regulations, that the use of competitive sealed bidding is either not practicable or not advantageous to the County.
 - (c) Regulations may provide that it is either not practicable or not advantageous to the County to procure specified types of supplies, services, or construction by competitive sealed bidding.
 - (c) Contracts for the design-build, design-build-operate-maintain, or design-build-finance-operate-maintain project delivery methods specified in Section 5 (Procurement of Infrastructure Facilities and Services) shall be procured in accordance with Hillsborough County Ordinances and Laws, Part A, Chapter 2, Article VI, Division 2, entitled Design-Build Contracts.

- (2) *Request for Proposals.* Proposals shall be solicited through a Request for Proposals.
- (3) *Public Notice.* Adequate public notice of the Request for Proposals shall be given in the same manner prescribed in §3-202(3) (Competitive Sealed Bidding, Public Notice).
- (4) *Receipt of Proposals.* Proposals shall be opened so as to avoid disclosure of contents to competing offerors. A Register of Proposals shall be prepared in accordance with regulations and shall be open for public inspection as provided for by Florida Law. Proposals submitted through electronic means shall be received and handled in such a manner that the requirements of this section can be readily met.
- (5) *Evaluation Criteria.* The Request for Proposals shall state the relative importance of price and other criteria. The evaluation may include, but is not limited to, consideration of ability, technical approach, quality, capacity, skill, delivery time, past performance, sufficiency of financial resources, compliance with applicable laws and ordinances, suitability for a particular purpose, and other criteria set forth in the Request for Proposals. No criteria may be used in the evaluation that are not set forth in the Request for Proposals.
- (6) *Discussion with Responsible Offerors and Revisions to Proposals.* As provided in the Request for Proposals, and in accordance with applicable regulations, discussions may be conducted with the responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the sole purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. All offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. Discussions, for the purpose of negotiating an award, shall only be held with the highest-ranked offeror who is determined to have submitted the most advantageous proposal to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposals. In the event, an agreement cannot be reached with the highest-ranked offeror, the Director of Procurement shall formally terminate such discussions and, if deemed by the Director of Procurement to be in the County's best interest, begin discussions with the next highest-ranked offeror, and so on, until an agreement is reached.
- (7) *Award.* Award shall be made to the responsible offeror whose proposal conforms to the solicitation and is determined, in writing, to be the most advantageous to the County taking into consideration price and the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made. Written notice of the award of a contract to the successful offeror shall be promptly given to all offerors.

- (8) *Debriefings.* The Director of Procurement is authorized to provide, or authorize others to provide, debriefings that furnish the basis for the source selection decision and contract award.

§3-204 *Small Purchases.*

- (1) *Generally.* Except as otherwise provided in this policy (Sole Source Procurements, Emergency Procurements, Special Procurements, Noncompetitive Procurements, etc.) or applicable law, all procurements of supplies, services, and construction, individually or collectively for a project or ongoing need, in which the total expenditure is reasonably estimated to be \$50,000.00 or less in a fiscal year or calendar year, shall be considered a small purchase and may be made in accordance with Small Purchase procedures without observing the procedures prescribed for Competitive Sealed Bids (§3-202), Competitive Sealed Proposals (§3-203), or other formal procedures. Procurement requirements shall not be artificially divided so as to constitute a small purchase under this Section.
- (2) *Small Purchases over \$5,000.00 and not exceeding \$50,000.00.* Any small purchase that is reasonably estimated to exceed \$5,000.00, but not exceed \$50,000.00, individually or collectively for a project or ongoing need in a fiscal year or calendar year, shall, whenever possible and reasonable, require solicitation of informal quotations. The Director of Procurement shall solicit written quotations for purchases of \$5,000.00 or more using a vendors list that is current and openly available to all interested vendors. All quotations for purchases over \$5,000.00 shall be confirmed in writing. Award shall be made to the lowest, responsive, and responsible vendor. Procurement requirements shall not be artificially divided so as to avoid the competitive requirements prescribed in this Section.
- (3) *Small Purchases of \$5,000.00 or less.* Small purchases of \$5,000.00 or less shall not require competition; however, in the interest of maximizing value and proper stewardship of public funds, competitive informal quotations should be secured whenever possible and reasonable. Award should be made to the lowest, responsive, and responsible vendor. Procurement requirements shall not be artificially divided so as to avoid the competitive requirements prescribed in this Section.
- (4) *Authority to Require Quotations.* Whenever deemed to be in the County's best interest, the Director of Procurement, at his/her discretion, retains and shall have the authority to require the solicitation of written quotations regardless of the purchase amount.
- (5) *Authority to Impose Micro-Purchase Threshold.* Where a procurement involves the expenditure or anticipated expenditure of federal assistance or contract funds, the Director of Procurement shall have the authority to impose a micro-purchase threshold (§11-302) to comply with federal law and authorized regulations, which are mandatorily applicable. Additionally, the Director of Procurement shall have the authority to impose a micro-purchase threshold on certain County departments, divisions, agencies, offices, etc., if ongoing or routine expenditures of federal assistance or contract funds are reasonably anticipated.

§3-205 *Sole Source Procurements.* Unless otherwise prohibited by law, a contract may be awarded for a supply, service, or construction item without competition when the Director of Procurement determines in writing that there is only one reasonable source for the required supply, service, or construction item. The Director of Procurement shall conduct or authorize negotiations as to price, quantity, delivery and other pertinent terms. All negotiations shall be conducted in a manner that favors the public's best interest and maintains the County's integrity. A notice of intent to award a sole source or noncompetitive procurement shall be publicly posted as set forth in Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, entitled Hillsborough County Procurement Protest Policy and Procedures.

§3-206 *Emergency Procurements.*

(1) *General.* Notwithstanding any other provision of this Policy, the County Administrator and the Director of Procurement may make or authorize others to make emergency procurements in any amount when there exists an immediate or impending threat to public health, welfare, safety, or when the protection or preservation of public property would not be possible through normal procurement procedures due to emergency conditions as defined in regulations; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

(2) *Reporting of Emergency Procurements.* All emergency procurements within the scope of this section that exceed \$250,000.00 shall be reported at the next regularly scheduled meeting of the Board of County Commissioners, if possible, but no later than the second regularly scheduled meeting of the Board of County Commissioners following the date of the emergency procurement. Retroactive approval shall be requested and the written determination required in §3-206 (Emergency Procurements) shall be included in the minutes of the meeting and made available for public inspection.

§3-207 *Special Procurements.* Unless otherwise prohibited by law, the Director of Procurement may initiate a procurement, without competition, when it is determined that an unusual, unique, and/or exigent (non-emergency) circumstance exists that make the application of all requirements of competitive sealed bidding or competitive sealed proposals impractical, impracticable, not financially or operationally advantageous, or not in the County's best interest. Any procurement under this Section shall be made with such competition as is practicable under the circumstances. A written determination of the basis for such procurements and for the selection of a particular contractor shall be included by the Director of Procurement in the contract file.

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§3-208 *Defined Noncompetitive Procurements.* Unless otherwise prohibited by law, a contract may be awarded, without competition, for the following defined noncompetitive procurements when the Director of Procurement determines that the use of competitive sealed bidding or competitive sealed proposals is impractical, impracticable, not financially or operationally advantageous, or not in the County's best interest. The Director of Procurement may conduct or authorize negotiations as to price, quantity, delivery and other pertinent terms. All negotiations shall be conducted in a manner that favors the public's best interest and maintains the County's integrity. Any procurement under this Section shall be made with such competition as is practicable under the circumstances. A written determination of the basis for such procurements and for the selection of a particular contractor shall be included by the Director of Procurement in the contract file.

- (1) Only one manufacturer makes the item meeting salient specifications; that manufacturer only sells direct/exclusively through one regional/national representative.
- (2) A particular item or service is required to maintain interchangeability or compatibility as a part of an existing integrated system, and the item or service is only reasonably available from one source.
- (3) A particular supply or service is required in order to standardize or maintain standardization for the purpose of reducing financial investment or simplifying administration.
- (4) Collaborative project when the supplier or service provider is named by the funding source, inter-agency agreement, or a pilot project when specific goods or services are required for compatibility and continuity of analysis or evaluation.
- (5) Temporary, short-term (6 months or less) pilot project or trial for the purpose of determining requirements in anticipation of competitive sealed bidding or competitive sealed proposals.
- (6) Objects of fine art and related artistic services.
- (7) A particular material is required to match materials in use, so as to produce visual harmony.
- (8) The material or service is the subject of a change order and/or contract modification including, but not limited to, procurement involving construction when a contractor is already at work on the site and it would not be practical to engage another contractor.
- (9) Extension of an existing contract or renewal of an existing contract if the terms of the contract specify renewal options(s).
- (10) Renewal of software licenses and associated proprietary maintenance and/or support services.

- (11) Membership dues and fees for trade, professional, government, and related associations.
- (12) Professional organizational membership dues and training classes sponsored by the professional organization, when payment is made directly to the professional organization sponsoring the training class.
- (13) Conference registrations.
- (14) Speakers, lecturers, musicians, actors, and performing artists.
- (15) Maintenance, services, parts, and/or warranties for existing vehicles, equipment, systems, etc., provided by the original equipment manufacturer (OEM) or an authorized agent provided that multiple agents are not available to provide the same.
- (16) Implementation, programming, training, and related services available only from the owner of copyrighted software or its contracted supplier.
- (17) Procurement when only a single supplier in a market is licensed or authorized to service or sell a specific product line of required products provided the product line is determined to be sole source or noncompetitive.
- (18) Utility services (water supply systems, sewer systems, pipelines, electric power transmission systems, etc.) and other related natural monopolies (railroads, utility authorities, etc.), of which there is no reasonable competition and the County may be a customer.
- (19) Registrations, licenses, permits, certifications, tolls, fees, and related products from governmental and regulatory agencies.
- (20) Goods and/or services provided by other government entities (cities, counties, states, colleges, universities, political subdivisions, etc.) and/or through interlocal, and intergovernmental agreements.
- (21) Advertising including, but not limited to, meeting notices, advertisement for solicitations, employment offerings, marketing campaigns (recycling awareness, tourism, vendor outreach, etc.), and other required advertisements in newspapers, magazines, radio, television, and other media.
- (22) Publications and subscriptions such as periodicals and newspapers.
- (23) Postage and parcel delivery services including, but not limited to, U.S. Postal Service (USPS®), Federal Express (FedEx®), and United Parcel Service (UPS®).
- (24) Medical and veterinary supplies, medical equipment, and/or pharmaceuticals when the Director of Procurement determines that a competitive procurement process is not practicable or in the County's best interest due to pricing volatility or other relevant factors.

- (25) Health services involving examination, diagnosis, treatment, prevention, medical consultation or administration. Prescriptive assistive devices for medical, developmental or vocational rehabilitation including, but not limited to prosthetics, esthetics, and wheelchairs, provided the devices are purchased on the basis of an established fee schedule or by a method that ensures the best price, taking into consideration the needs of the client (including animals).
- (26) A specific brand of product or service that is recommended by a medical, surgical, dental, or veterinary professional, which is required for the care of one or more clients and the product or service is only reasonably available from one source or distribution is limited.
- (27) Prevention services related to mental health, including substance abuse prevention programs, child abuse prevention programs, administration, and shelters for runaways, operated by not-for-profit corporations. However, in acquiring such services, the County shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.
- (28) Services provided to persons with mental or physical disabilities by not-for-profit corporations that have obtained exemptions under s. 501(c)(3) of the United States Internal Revenue Code or when such services are governed by Office of Management and Budget Circular A-122. However, in acquiring such services, the County shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.
- (29) Patented items or copyrighted materials, which are only available from the patent or copyright holder.
- (30) Unique expertise, background in a recognized field of endeavor, the result of which may depend primarily on the particular individual's or firm's invention, imagination, or talent. Service provider must have advanced or specialized knowledge, and/or significant expertise gained over an extensive period of time in a specialized field of work.
- (31) Purchase of library books, reference books and materials, electronic books, audio books, music materials, audiovisual materials, compact discs (CD), digital video disc (DVD), electronic resources and media (e.g. databases, etc.), periodicals and related subscriptions, education and personnel tests, textbooks, printed instructional materials films, filmstrips, videotapes, disc or tape recordings or similar audiovisual materials and for reference books, periodicals and printed library cards where such materials are purchased directly from the producer, publisher or authorized distributor, the owner of the copyright or patent, an exclusive agent within the state, a governmental agency or a recognized educational institution, provided such procurements are in the best interest of the County.

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- (32) Special or professional services that are unique, require special skills or training, and securing competition is neither practical or practicable including, but not limited to, physicians, arborists, auditors, actuaries, court reporters, interior decorators, appraisers, insurance consultants, insurance administrators, real estate brokers/associates, title insurance agents, financial advisors, and certified public accountants.
- (33) Legal services that include, but are not limited to, retaining services of law firms, outside counsel, process servers, investigators, expert witnesses, trial consultants or similar persons or firms deemed by the County Attorney, for any reason, as necessary to address the County's legal needs. Such firms or persons shall be selected by the County Attorney.
- (34) Employee recruitment services that include, but are not limited to, temporary employment services, recruitment or headhunter services, and job posting services.
- (35) Educational, training, and professional development services and materials provided to County employees.
- (36) Conferences, workshops, or continuing education events offered to the general public, for which fees have been collected to pay all expenses associated with the program or event.
- (37) Agreements between the Board of County Commissioners and nonprofit organizations or governmental entities including the procurement, transfer, sale or exchange of goods and/or services.
- (38) Purchases of secondhand vehicles, equipment, materials, and supplies from any federal, state, or local governmental unit or agency.
- (39) After solicitation of a number of sources, competition is determined inadequate.

§3-209 *Other Forms of Procurements.* Unless otherwise prohibited by law and notwithstanding any other provision of this Policy, the Director of Procurement may utilize other forms of competitive procurement including, but not limited to, Requests for Solution (RFS) and Requests for Information (RFI), provided that sufficient public notice is given in the same manner prescribed in §3-202(3) (Competitive Sealed Bidding, Public Notice).

§3-210 *Purchasing Card Program.*

- (1) *Purpose.* A Purchasing Card Program shall be established and administered by the Director of Procurement to improve efficiency in processing small purchases from any vendor that accepts a credit card, thereby reducing paperwork involved in issuance of purchase orders.

- (2) *Regulations.* The Director of Procurement shall promulgate regulations to administer the Purchasing Card Program to ensure:
- (a) Local businesses are utilized to the extent possible.
 - (b) Certified Disadvantaged Minority and Disadvantaged Women Business Enterprises are utilized to the extent possible.
 - (c) Purchases comply with the County's Procurement Policy and Regulations.
 - (d) The County bears no liability as a result of inappropriate or improper use of Purchasing Cards.
 - (e) Disciplinary actions are undertaken if Purchasing Cards are misused.
 - (f) Payment of authorized travel expenditures for designated employees.
 - (g) Payment of authorized emergency expenditures as set forth in §3-206 (Emergency Procurements) of this Policy.
 - (h) Rebate revenue is maximized to the extent possible within the confines of this Policy.
- (3) In addition to small purchases, the Purchasing Card may be used for other procurements when deemed by the Director of Procurement to be advantageous and/or in the best interest of the County. The Purchasing Card Program shall allow cardholders to purchase approved supplies and services directly from vendors. Each Purchasing Card shall be issued to a named individual employee and "Hillsborough County" shall be printed on each card indicating as the governmental purchaser of supplies and services. Departmental Purchasing Cards, Vendor-Specific Term Accounts, and Declining Balance Accounts may only be made available if circumstances warrant and the Director of Procurement approves in writing with justification.
- (4) Each Cardholder is responsible for adhering to the regulations governing use of Purchasing Cards. Department Directors shall be responsible for ensuring that all employees in their respective departments adhere with the regulations governing use of Purchasing Cards. The Director of Procurement shall monitor the performance of the program and provide an annual report to the County Administrator with regard to usage and compliance. If deemed to be in the best interest of the County and/or to maintain the integrity of the program, the Director of Procurement shall have the authority and discretion to revoke Purchasing Cards.
- (5) Cards issued to members of other Constitutional Offices are required to comply with policies and procedures governing the Purchasing Card Program.

(6) The Director of Procurement shall have the authority to increase or decrease the transaction and cycle limits, and authorize the use of Purchasing Cards as a means of payment when (if) deemed by the Director of Procurement to be in the County's operational and/or financial best interests.

§3-301 *Cancellation or Rejection of Invitations for Bids or Requests for Proposals.* An Invitation for Bids, a Request for Proposals, or any other solicitation may be cancelled, or any or all bids, proposals, or responses may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the County in accordance with regulations. The reason(s) for cancellation or rejection shall be made part of the contract file. For procurements that exceed \$50,000.00, where all bids, proposals, or responses are to be rejected, the Director of Procurement shall publicly post a notice of intent to reject all such bids, proposals, or responses as set forth in Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, entitled Hillsborough County Procurement Protest Policy and Procedures. If no interested party protests within the timeframe prescribed, the procurement shall be deemed rejected regardless of the bid, proposal, or response amount. In the event of a protest and/or conflict concerning the rejection of all bids, proposals, or responses, the Board of County Commissioners shall have final authority to reject such bids, proposals, or responses, subject to the provisions set forth in Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, entitled Hillsborough County Procurement Protest Policy and Procedures. Responses to an Invitation for Bids, a Request for Proposals, or any other solicitation that is cancelled shall be public record only to the extent provided by Florida Law and shall be available to the public as provided therein.

§3-401 *Determination of Responsibility of Bidders and Offerors.* A written determination of nonresponsibility of a bidder or offeror shall be made in accordance with regulations. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility with respect to such bidder or offeror. The reasons for determinations of nonresponsibility shall include, but are not limited to, those identified in §9-102(2) (Causes for Debarment or Suspension).

§3-402 *Prequalification of Suppliers.* Prospective suppliers may be prequalified for particular types of supplies, services, and construction. The method of submitting prequalification information and the information required in order to be prequalified shall be determined by the Director of Procurement. Adequate public notice of the prequalification opportunity and requirements shall be given in the same manner prescribed in §3-202(3) (Competitive Sealed Bidding, Public Notice).

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§3-403 *Substantiation of Offered Prices.* The Director of Procurement may request, or cause to be requested, factual information reasonably available to the bidder or offeror to substantiate that the price or cost offered, or some portion of it, is reasonable, if the price is not:

- (a) Based on adequate price competition;
- (b) Based on established catalogue or market prices; or
- (c) Set by law or regulation.

§3-501 *Types of Contracts.* Subject to the limitations of this Section, any type of contract which will promote the best interests of the County may be used; provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost-reimbursement contract may be used only when a determination is made in writing by the Director of Procurement that such contract is likely to be less costly to the County than any other type or that it is impracticable to obtain the supplies, services, or construction required except under such a contract.

§3-503 *Multi-Year Contracts.*

- (1) *Specified Period.* Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the County provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds. If deemed to be in the best interests of the County, multi-year contracts may also be used for Sole Source (§3-205), Special (§3-207), and Noncompetitive (§3-208) Procurements.
- (2) *Use.* A multi-year contract is authorized when:
 - (a) Estimated requirements cover the period of the contract and are reasonably firm and continuing; and
 - (b) Such a contract will serve the best interests of the County by encouraging effective competition or otherwise promoting economies in County procurement to maximize value.
- (3) *Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods.* When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes.

§3-601 *Right to Inspect Plant.* The County may, at reasonable times, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded or to be awarded by the County.

§3-602 *Right to Audit Records.*

(1) *Audit of Cost or Pricing Data.* The County may, at reasonable times and places, audit the books and records of any person who has submitted data in substantiation of offered prices pursuant to §3-403 (Substantiation of Offered Prices) to the extent that such books and records relate to that data. Any person who receives a contract, change order, or contract modification for which such data is required, shall maintain such books and records that relate to such cost or pricing data in accordance with applicable law or as required by regulation, whichever is greater.

(2) *Contract Audit.* The County shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor in accordance with applicable law or as required by regulation, for whichever time period is greater.

§3-702 *Reporting of Anticompetitive Practices.* When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the County Attorney.

§3-703 *Retention of Procurement Records.* All procurement records shall be retained, made publicly available, and disposed of in accordance with applicable law or as required by regulation, whichever is greater.

§3-704 *Record of Procurement Actions Taken Under §3-205 (Sole Source Procurements), §3-206 (Emergency Procurements), and §3-207 (Special Procurements).*

(1) *Contents of Record.* The Director of Procurement shall maintain a record listing all contracts made under §3-205 (Sole Source Procurements), §3-206 (Emergency Procurements), §3-207 (Special Procurements), or §3-208 (Noncompetitive Procurements). The record shall contain, at a minimum, the following information and shall be retained as a public record in accordance with applicable law:

- (a) Each contractor's name;
- (b) The amount and type of each contract; and
- (c) A listing of the supplies, services, or construction procured under each contract.

(3) *Public Access to Record.* A copy of the record required by Subsection (1) shall be available for public inspection.

END OF CHAPTER 3

CHAPTER 4 SPECIFICATIONS

§4-201 *General Purpose and Policy.*

- (1) *Use of Functional or Performance Descriptions.* Specifications shall, to the extent practicable, emphasize functional or performance criteria while limiting design or other detailed physical descriptions to those necessary to meet the needs of the County. To facilitate the use of such criteria, Using Agencies shall endeavor to include as a part of their specifications the principal functional or performance needs to be met.
- (2) *Preference for Commercially Available Products.* It is the general policy of this County to procure standard commercial products whenever practicable. In developing specifications, accepted commercial standards shall be used and unique requirements shall be avoided, to the extent practicable.

§4-202 *Duties of the Director of Procurement and Regulations for Specification Preparation.* The Director of Procurement shall monitor the use of specifications for supplies, services, and construction required by the County. The Director of Procurement shall promulgate regulations that set standards for the preparation, maintenance, and content of specifications for supplies, services, and construction required by the County.

§4-205 *Maximum Practicable Competition.* All specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the County's needs, and shall not be unduly restrictive.

§4-206 *Specifications Prepared by Other Than County Personnel.* The requirements of this Section regarding the purposes and non-restrictiveness of specifications shall apply to all specifications prepared by other than County personnel, including, but not limited to, those prepared by architects, engineers, designers, and other professionals. If deemed necessary to preserve the integrity of a particular procurement process and avoid a reasonable appearance of advantage, the Director of Procurement may preclude or prohibit such professionals from participating as a competitor in a procurement in which the specifications prepared by the professional are material to the procurement.

§4-207 *Standardization.* Where standardization is determined to be desirable and advantageous, the Director of Procurement shall have the authority to develop, or cause to be developed, standard specifications for the purchase of materials, supplies, and equipment if the Director of Procurement determines standardization is in the County's best interest. The Director of Procurement shall promulgate regulations for the development and approval of standard specifications. Such regulations shall require the use of Competitive Sealed Bidding (§3-202) or, if the Director of Procurement determines in writing that the use of Competitive Sealed Bidding is either not practicable or not advantageous to the County, Competitive Sealed Proposals (§3-203).

END OF CHAPTER 4

CHAPTER 5 PROCUREMENT OF INFRASTRUCTURE FACILITIES AND SERVICES

§5-201 *Project Delivery Methods Authorized.*

- (1) The following project delivery methods are authorized for procurements relating to infrastructure facilities and services in this County:
 - (a) Design-Bid-Build (including Construction Management At-Risk)
 - (b) Operations and Maintenance
 - (c) Design-Build
 - (d) Design-Build-Operate-Maintain
 - (e) Design-Build-Finance-Operate-Maintain
 - (f) Job-Order Contracting
- (2) Participation in a report or study that is subsequently used in the preparation of design requirements for a project shall not disqualify a firm from participating as a member of a proposing team in a design-build, design-build-operate-maintain, or design-build-finance-operate-maintain procurement unless such participation would provide the firm with a substantial competitive advantage. Furthermore, a design criteria professional, who has been selected and prepares a design criteria package for a particular design-build project, shall not be eligible to compete or render services under a design-build contract for that same project.

§5-202 *Source Selection Methods Assigned to Project Delivery Methods.*

- (1) *Scope.* This Section specifies the source selection methods applicable to procurements for the project delivery methods identified in §5-201 (Project Delivery Methods Authorized), except as provided in §3-204 (Small Purchases), §3-205 (Sole Source Procurements), §3-206 (Emergency Procurements), §3-207 (Special Procurements), and §3-208 (Noncompetitive Procurements).
- (2) *Design-Bid-Build.*
 - (a) *Design. Architectural and Engineering Services.* The qualifications based selection process set forth in §5-205 (Design: Architectural and Engineering Services) shall be used to procure architectural and engineering services in design-bid-build procurements.
 - (b) *Construction.* Competitive sealed bidding, as set forth in §3-202 (Competitive Sealed Bidding), shall be used to procure construction in design-bid-build procurements.

- (c) *Construction Management At-Risk Procurement.* Contracts for Construction Management At-Risk (CM At-Risk) shall be procured as set forth in §3-203 (Competitive Sealed Proposals) or §3-201(8) (Multi-Step Sealed Bidding). The CM At-Risk method generally involves awarding two separate contracts to two (2) separate firms—one (1) for design and one (1) for construction of a project.
- (3) *Operations and Maintenance.* Contracts for operations and maintenance shall be procured as set forth in §3-201 (Methods of Source Selection).
- (4) *Design-Build.* Contracts for design-build shall be procured by Competitive Sealed Proposals, as set forth in Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 2, entitled Design-Build Contracts.
- (5) *Design-Build-Operate-Maintain.* Contracts for Design-Build-Operate-Maintain shall be procured by Competitive Sealed Proposals, as set forth in Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 2, entitled Design-Build Contracts.
- (6) *Design-Build-Finance-Operate-Maintain.* Contracts for Design-Build-Finance-Operate-Maintain shall be procured by Competitive Sealed Proposals, as set forth in Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 2, entitled Design-Build Contracts.
- (7) *Job-Order Contracting.* Contracts for Job-Order Contracting shall be procured by Competitive Sealed Bidding (§3-202) or, if determined by the Director of Procurement that Competitive Sealed Bidding is either not practicable or not advantageous to the County, Competitive Sealed Proposals (§3-203).
- §5-203 *Choice of Project Delivery Methods.* The Director of Procurement, after consulting with the Using Agency, shall have the discretion and final authority to select the project delivery method that is deemed to be in the County's best interest for each project.
- §5-205 *Architectural, Engineering, and Other Professional Services.* Architectural, engineering, landscape architectural, surveying and mapping, as defined in §287.055, Fla. Stat. (Consultants' Competitive Negotiation Act) shall be procured in accordance with the Consultants' Competitive Negotiation Act (CCNA). The Director of Procurement shall promulgate regulations and prescribe procedures to ensure compliance with CCNA and secure the required professional services from the most qualified firms at fair, competitive, and reasonable rates of compensation.

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§5-301 *Bid Bonds.*

- (1) *Requirement for Bid Security.* Bid security shall be required for competitive sealed bidding for construction contracts in a design-bid-build procurement in accordance with Florida Law. Bid security shall be a bond provided by a surety company authorized to do business in Florida, or the equivalent in cash, or otherwise supplied in a form satisfactory to the County and in accordance with Florida Law. Nothing herein prevents the requirement of such bonds on such contracts under the amount set by Florida Law when the circumstances warrant.
- (2) *Amount of Security.* Unless higher amounts are required by Florida Law, bid security for construction contracts in a design-bid-build procurement shall be in an amount equal to at least five percent (5%) of the amount of the bid or a fixed amount if the Director of Procurement deems a fixed amount to be more appropriate and in the County's best interest.
- (3) *Rejection of Bids for Noncompliance with Bid Security Requirements.* When the Invitation for Bids requires security, noncompliance requires that the bid be rejected unless, pursuant to regulations, it is determined that the bid fails to comply in a non-substantial or non-material manner with the security requirements.
- (4) *Withdrawal of Bids.* After bids are opened, they shall be irrevocable for the period specified in the Invitation for Bids, except as provided for bids in §3-202(6) (Correction or Withdrawal of Bids; Cancellation of Awards). If a bidder is permitted to withdraw its bid (or proposal) before award, or is excluded from the competition before award, no action shall be taken against the bidder or the bid security.

§5-302 *Contract Performance and Payment Bonds.*

- (1) *When Required – Amounts.* When a construction (Design-Bid-Build), Design-Build, Design-Build-Operate-Maintain, or Design-Build-Finance-Operate-Maintain contract is awarded in excess of the amount established by Florida Law for such contracts, or federal requirements when a procurement involves the expenditure of federal assistance or contract funds, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the contract:
 - (a) A performance bond satisfactory to the County, executed by a surety company authorized to do business in this State or otherwise secured in a manner satisfactory to the County, in an amount equal to 100% of the portion of the contract price that does not include the cost of operation, maintenance, and finance; and
 - (b) A payment bond satisfactory to the County, executed by a surety company authorized to do business in this State or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the construction work provided for in the contract. The bond shall be in an amount equal to 100% of the portion of the contract price that does not include the cost of operation, maintenance, and finance.

- (2) *Authority to Require Additional Bonds.* Unless otherwise prohibited by law, nothing in this Section shall be construed to limit the authority of the Director of Procurement to require a performance bond or other security in addition to or in lieu of such bonds, or in circumstances other than those specified in Subsection (1) of this Section.

§5-303 *Bond Forms and Copies.*

- (1) *Bond Forms.* The Director of Procurement shall promulgate by regulation the form of the bonds required by this Section. The form of the bonds shall be in accordance with Florida Law.
- (2) *Certified Copies of Bonds.* Any person may request and obtain from the Hillsborough County Clerk of the Circuit Court a certified copy of recorded bonds upon payment of the cost of reproduction of the bond and postage, if any. A certified copy of a bond shall be prima facie evidence of the contents, execution, and delivery of the original.

§5-304 *Errors and Omissions Insurance.* Regulations shall be promulgated that specify when the Director of Procurement shall require offerors to provide appropriate errors and omissions insurance to cover architectural and engineering services under the Project Delivery Methods set forth in §5-201(1)(a), (c), (d), and (e).

§5-305 *Other Forms of Security.* Regulations may be promulgated that authorize the Director of Procurement to require the inclusion of one or more of the following forms of security to assure the timely, faithful, and uninterrupted provision of operations and maintenance services procured separately, or as one element of design-build-operate-maintain or design-build-finance-operate-maintain services:

- (1) Operations Period surety bonds that secure the performance of the contractor's operations and maintenance obligations under the Project Delivery Methods set forth in §5-201(1)(b), (d), and (e).
- (2) Letters of credit or cash in an amount appropriate to cover the cost to the County of preventing infrastructure service interruptions for a period up to twelve (12) months under the Project Delivery Methods set forth in §5-201(1)(b), (d) and (e).
- (3) Appropriate written guarantees from the contractor (or depending upon the circumstances, from parent corporations) to secure the recovery of re-procurement costs to the County in the event of a default in performance by the contractor.

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§5-401 *Contract Clauses and Their Administration.*

(1) *Contract Clauses.* Regulations shall be promulgated requiring the inclusion in County contracts issued under this Section of clauses providing for adjustments in prices, time of performance, or other contract provisions, as appropriate, and covering the following subjects:

- (a) The unilateral right of the County to order in writing:
 - (i) Changes in the work within the scope of the contract; and
 - (ii) Changes in the time of performance of the contract that do not alter the scope of the contract work;
- (b) Variations occurring between estimated quantities of work in a contract and actual quantities;
- (c) Suspension of work ordered by the County; and
- (d) Site conditions differing from those indicated in the contract, or ordinarily encountered, except that differing site conditions clauses promulgated by the Director of Procurement need not be included in a contract:
 - (i) When the contract is negotiated;
 - (ii) When the contractor provides the site or design; or
 - (iii) When the parties have otherwise agreed with respect to the risk of differing site conditions.

(2) *Price Adjustments.*

- (a) Adjustments in price pursuant to clauses promulgated under Subsection (1) of this Section shall be computed in one or more of the following ways:
 - (i) By agreement on a fixed-price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (ii) By unit prices specified in the contract or subsequently agreed upon;
 - (iii) By the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
 - (iv) In such other manner as the contracting parties may mutually agree; or

- (v) In the absence of agreement by the parties, by a unilateral determination by the County of the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as computed by the County in accordance with applicable sections of the regulations promulgated under Section 7 (Cost Principles) and subject to the provisions of Section 9 (Legal and Contractual Remedies).
- (b) A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of §3-403 (Substantiation of Offered Prices).
- (3) *Additional Contract Clauses.* Regulations shall be promulgated requiring the inclusion in County construction contracts of clauses providing for appropriate remedies and covering the following subjects:
 - (a) Liquidated damages as appropriate;
 - (b) Specified excuses for delay or non-performance;
 - (c) Termination of the contract for default; and
 - (d) Termination of the contract in whole or in part for the convenience of the County.
- (4) *Modification of Required Clauses.* The Director of Procurement may vary the clauses promulgated under Subsection (1) and Subsection (3) of this Section for inclusion in any particular County construction contract, provided that any variations are supported by a written determination that states the circumstances justifying such variations, they are approved by the County Attorney's Office, and provided that notice of any such material variation be stated in the Invitation for Bids or Request for Proposals.

END OF CHAPTER 5

**CHAPTER 6
MODIFICATION AND TERMINATION OF
CONTRACTS FOR SUPPLIES AND SERVICES**

§6-101 *Contract Clauses and Their Administration.*

- (1) *Contract Clauses.* The Director of Procurement may promulgate regulations permitting or requiring the inclusion of clauses providing for adjustments in prices, time of performance, or other contract provisions as appropriate covering the following subjects:
 - (a) The unilateral right of the County to order in writing:
 - (i) Changes in the work within the scope of the contract; and
 - (ii) Temporary stopping work or delaying performance; and
 - (b) Variations occurring between estimated quantities of work in a contract and actual quantities.
- (2) *Price Adjustments.*
 - (a) Adjustments in price pursuant to clauses promulgated under Subsection (1) of this Section shall be computed in one or more of the following ways:
 - (i) By agreement on a fixed-price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (ii) By unit prices specified in the contract or subsequently agreed upon;
 - (iii) By the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
 - (iv) In such other manner as the contracting parties may mutually agree; or
 - (v) In the absence of agreement by the parties, by a unilateral determination by the County of the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as computed by the County in accordance with applicable sections of the regulations promulgated under Article 7 (Cost Principles) and subject to the provisions of Article 9 (Legal and Contractual Remedies).
 - (b) A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of §3-403 (Substantiation of Offered Prices).

- (c) The Director of Procurement is authorized to accept and approve voluntary price adjustments that reduce the price (cost) of a previously approved procurement provided there is no material change to the specifications, scope of work, or conditions of the subject procurement.
- (3) *Additional Contract Clauses.* The Director of Procurement may promulgate regulations including, but not limited to, regulations permitting or requiring the inclusion in County contracts of clauses providing for appropriate remedies and covering the following subjects:
 - (a) Liquidated damages as appropriate;
 - (b) Specified excuses for delay or nonperformance;
 - (c) Termination of the contract for default; and
 - (d) Termination of the contract in whole or in part for the convenience of the County.
- (4) *Modification of Contract Clauses.* The Director of Procurement may vary the clauses promulgated under Subsection (1) and Subsection (3) of this Section for inclusion in any particular County contract; provided that any variations are supported by a written determination that states the circumstances justifying such variation, they are approved by the County Attorney, and provided that notice of any such material variation is stated in the subject solicitation, if applicable.
- (5) *Standard Purchase Order Terms and Conditions.* The Director of Procurement, upon consultation and approval by the County Attorney, shall develop and maintain Standard Purchase Order Terms and Conditions for use with Purchase Orders (POs), Contract Purchase Agreements (CPAs), and Blanket Purchase Agreements (BPAs) by all departments and agencies under the Board of County Commissioners. The Standard Purchase Order Terms and Conditions (attached hereto as "Attachment 3") shall also be approved by the Board of County Commissioners and any substantial modification of the same shall be approved by the Board of County Commissioners. As needed, the Director of Procurement shall have the authority to modify the approved Standard Purchase Order Terms and Conditions attached to POs, CPAs, and/or BPAs, provided that such modifications (1) do not, in a substantial and harmful way, increase the County's liability or decrease the County's legal protections, (2) are reviewed and approved the County Attorney's Office for legal sufficiency, (3) are deemed to be in the County's best interest, and (4) do not adversely impact competing vendors.

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- (6) *Standard Agreements.* The Director of Procurement, upon consultation and approval by the County Attorney, shall develop and maintain necessary Standard Agreements for use by all departments and agencies under the Board of County Commissioners. The Standard Agreements (attached hereto as “Attachment 4”) shall be approved by the Board of County Commissioners and any modification of the same shall be approved by the Board of County Commissioners. As needed, the Director of Procurement shall have the authority to modify the approved Standard Agreements, provided that such modifications (1) do not, in a substantial and harmful way, increase the County’s liability or decrease the County’s legal protections, (2) are reviewed and approved the County Attorney’s Office for legal sufficiency, (3) are deemed to be in the County’s best interest, and (4) do not adversely impact competing vendors.

END OF CHAPTER 6

**CHAPTER 7
COST PRINCIPLES**

§7-101 *Cost Principles Regulations Required.* The Director of Procurement shall promulgate regulations setting forth cost principles which shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs, provided that if a written determination is approved by the Director of Procurement, that such cost principles may be modified by contract.

END OF CHAPTER 7

**CHAPTER 8
RESERVED**

CHAPTER 9 LEGAL AND CONTRACTUAL REMEDIES

§9-101 *Authority to Resolve Protested Solicitations and Awards.* All protests and/or grievances related to procurements exceeding \$50,000.00 shall be governed by Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, entitled Hillsborough County Procurement Protest Policy and Procedures. The Director of Procurement shall promulgate regulations to address protests or grievances related to procurements of \$50,000.00 or less, which are not covered by Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, entitled Hillsborough County Procurement Protest Policy and Procedures.

§9-102 *Authority to Debar or Suspend.*

- (1) *Authority.* After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Director of Procurement, after consultation with the Using Agency and the County Attorney, shall have authority to debar a person or entity for cause from future consideration for award of contracts. The debarment shall not be for a period of more than twenty-four (24) months. The Director of Procurement, after consultation with the Using Agency and the County Attorney, shall also have the authority to suspend a person or entity from consideration for award of contracts if there is probable cause for debarment. The suspension shall not be for a period of more than three (3) months. The authority to debar or suspend shall be exercised in accordance with regulations.
- (2) *Causes for Debarment or Suspension.* The causes for debarment or suspension include the following:
 - (a) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - (b) Conviction under State or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 - (c) Conviction under State or federal antitrust statutes arising out of the submission of bids or proposals;
 - (d) Violation of contract or solicitation provisions, as set forth below, of a character which is regarded by the Director of Procurement to be so serious as to justify debarment action:
 - (i) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract;

- (ii) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment; or
 - (iii) Deliberate failure to honor an irrevocable offer.
 - (e) Any other cause the Director of Procurement determines to be so serious and compelling as to affect responsibility as a County contractor, including debarment by another governmental entity for any cause determined by the Director of Procurement to be relevant and reasonable ; and
 - (f) For violation of the ethical standards set forth in Section 12 (Ethics in Public Contracting).
- (3) *Director's Decision.* The Director of Procurement shall issue a written decision to debar or suspend. The decision shall:
- (a) State the reasons for the action taken; and
 - (b) Inform the debarred or suspended person or entity involved of its right to administrative review as provided in this Section.
- (4) *Notice of Decision.* A copy of the decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the debarred or suspended person or entity and any other party intervening.
- (5) *Administrative Review of Director's Decision.* The person/entity shall have the right to appeal the Director's decision to the County Administrator in the form and manner prescribed by the Regulations; whereupon, the County Administrator will either uphold or overturn the Director's decision. In the event the County Administrator upholds the Director's decision to debar or suspend, then the person/entity shall have the right to appeal the debarment/suspension to the Hillsborough County Board of County Commissioners in the form and manner prescribed by the Regulations.
- (6) *Finality of Decision.* The Director's decision to debar or suspend under Subsection (3) of this Section shall be final and conclusive, unless (i) fraudulent, or (ii) the debarred/suspended person/entity requests administrative review of the Director's decision in the manner and form prescribed by the Regulations; whereupon, the decision by the County Administrator shall be final and conclusive unless such decision is appealed to the Board of County Commissioners; whereupon, the decision by the Board of County Commissioners shall be final and conclusive.

END OF CHAPTER 9

CHAPTER 10 INTERGOVERNMENTAL RELATIONS

§10-201 *Cooperative Purchasing Authorized.*

- (1) Unless prohibited by law, and when in the County's best interest, the Director of Procurement, on behalf of the County, may either participate in, sponsor, conduct, or administer a Cooperative Purchasing Agreement for the procurement of any supplies, services, or construction with one or more Public Procurement Units. Such Cooperative Purchasing may include, but is not limited to, joint or multi-party contracts between Public Procurement Units and open-ended Public Procurement Unit contracts that are made available to other Public Procurement Units.
- (2) All Cooperative Purchasing conducted under this Section shall be through contracts awarded through full and open competition, including use of source selection methods substantially equivalent to those specified in Section 3 (Source Selection and Contract Formation) of this Policy.
- (3) *Exemption from Competition for Other Cooperative Contracts.* Unless prohibited by law, and deemed by the Director of Procurement to be in the County's best interest, the competitive requirements specified in Section 3 (Source Selection and Contract Formation) of this Policy may be waived for procurements established under the Laws of Florida, Chapter 69-1119, Chapter 69-1112, Chapter 2004-466 (as amended by Chapter 2012-239); or awarded State of Florida contracts, Federal General Services Administration (GSA) contracts when authorized by GSA, and/or awards through the following Purchasing Cooperative Agencies, provided such awards comply with §10-201(2) and are approved in accordance with §13-101 (Award Authority):
 - (a) Hillsborough County Governmental Purchasing Council
 - (b) Tampa Bay Area Cooperative Purchasing Council
 - (c) U.S. Communities
 - (d) Florida Sheriff's Association
 - (e) National Association of State Procurement Officials (NASPO)
 - (f) National Joint Powers Alliance (NJPA)
 - (g) Texas Department of Information Resources
 - (h) National Intergovernmental Purchasing Alliance (National IPA)
 - (i) National Purchasing Partners Government (NPPGov)
 - (j) Panhandle Area Educational Consortium (PAEC)

- (k) Association of Educational Purchasing Agencies (AEPA)
 - (l) National Cooperative Purchasing Alliance (NCPA)
- (4) Unless prohibited by law, the Director of Procurement shall also have the authority to utilize or “piggyback” competitively awarded contracts or procurements from other governmental agencies (states, counties, cities, etc.), provided such awarded contracts comply with §10-201(3) and are approved in accordance with §13-101 (Award Authority).
- (5) Due to the unique and specific nature of such services, competitively awarded procurements of architectural, engineering, and other professional services defined in §287.055, Fla. Stat. (Consultants’ Competitive Negotiation Act) by other governmental agencies shall not be utilized or “piggybacked” by Hillsborough County.

END OF CHAPTER 10

CHAPTER 11
ASSISTANCE TO SMALL AND DISADVANTAGED BUSINESSES; FEDERAL
ASSISTANCE OR CONTRACT PROCUREMENT REQUIREMENTS

§11-101 *Assistance to Small and Disadvantaged Businesses.*

- (1) *Statement of Policy.* It is the policy of the Board of County Commissioners to encourage the participation of all responsible businesses in the County's contracting and procurement activities.
- (2) *Implementation.* Assistance to small and disadvantaged business shall be administered in accordance with the operational procedures established and prescribed by the Hillsborough County Economic Development Department in support of the Hillsborough County Disadvantaged Minority and Disadvantaged Women Business Enterprise Program and the Small Business Encouragement Program approved by the Board of County Commissioners.

§11-301 *Compliance with Federal Requirements.* When a procurement involves the expenditure of federal assistance or contract funds, the Director of Procurement shall comply with such federal law and authorized regulations which are mandatorily applicable and not presently reflected in this Policy.

§11-302 *Micro-Purchases.* Where a procurement involves the expenditure or anticipated expenditure of federal assistance or contract funds, a micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000 (\$2,000 for acquisitions of construction subject to the Davis-Bacon Act) or as otherwise defined in the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions). To the extent possible, micro-purchases shall be equitably distributed among qualified vendors. Micro-purchases may be awarded without soliciting competitive quotations only if the price is determined to be reasonable. The Director of Procurement shall have the authority to impose a micro-purchase threshold in accordance with §3-204(5) (Authority to Impose Micro-Purchase Threshold).

END OF CHAPTER 11

CHAPTER 12 ETHICS IN PUBLIC CONTRACTING

§12-201 *Statement of Policy.* Public employment is a public trust. It is the policy of the County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service. Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the County and the manner in which goods and services are procured. To achieve the purpose of this section, it is essential that those doing business with the County also observe the ethical standards prescribed herein. The code of ethics for public officers and employees and the penalties for violation thereof as provided by general law (Ch. 112, Fla. Stat.) or more restrictive as provided in this Policy, if any, shall be applicable to all public officers and employees of the County.

§12-202 *General Standards of Ethical Conduct.*

- (1) *General Ethical Standards for Employees.* Any attempt to realize personal gain through public employment by conduct inconsistent with the proper discharge of an employee's duties is a breach of a public trust.
- (2) *General Ethical Standards for Non-Employees.* Any effort to influence any public employee to breach the standards of ethical conduct set forth in this section is also a breach of ethical standards.

§12-203 *Criminal Sanctions.* To the extent that violations of the ethical standards of conduct set forth in this Section constitute violations of law, they shall be punishable as provided therein. Such sanctions shall be in addition to any and all civil remedies that apply and are available to the County.

§12-204 *Employee Conflict of Interest.*

- (1) *Conflict of Interest.* It shall be a breach of ethical standards for any employee to participate directly or indirectly in a procurement when the employee knows that:
 - (a) The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
 - (b) A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
 - (c) Any other person, business, or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

- (2) *Financial Interest in a Blind Trust.* Where an employee or any member of the employee's immediate family holds a financial interest in a blind trust, the employee shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest, provided that disclosure of the existence of a blind trust has been properly disclosed in accordance with general law and made to the Director of Procurement.
- (4) *Discovery of Actual or Potential Conflict of Interest and Disqualification.* Upon discovery of an actual or potential conflict of interest, an employee shall promptly file a written statement of disqualification with the Director of Procurement and shall withdraw from further participation in the transaction involved.

§12-205 *Employee Disclosure Requirements.*

- (1) *Disclosure of Benefit Received from Contract.* Any employee who has, or obtains any benefit from, any County contract with a business in which the employee has a financial interest shall report such benefit to the Director of Procurement; provided, however, this Section shall not apply to a contract with a business where the employee's interest in the business has been placed in a disclosed blind trust.
- (2) *Failure to Disclose Benefit Received.* Any employee who knows or should have known of such benefit, and fails to report such benefit to the Director of Procurement, is in breach of the ethical standards of this Section.

§12-206 *Gratuities and Kickbacks.*

- (1) *Gratuities.* It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- (2) *Kickbacks.* It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- (3) *Contract Clause.* The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation.

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§12-207 *Prohibition Against Contingent Fees.*

- (1) *Contingent Fees.* It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- (2) *Representation of Contractor.* Every person, before being awarded a County contract, shall represent, in writing, that such person has not retained anyone in violation of Subsection (1) of this Section. Failure to do so constitutes a breach of ethical standards.
- (3) *Contract Clause.* The representation prescribed in Subsection (2) of this Section shall be conspicuously set forth in every contract and solicitation.

§12-208 *Restrictions on Employment of Present and Former Employees.*

- (1) *Contemporaneous Employment Prohibited.* Generally, during any employee's employment with the County, it shall be a breach of ethical standards for such employee who is participating directly or indirectly in the procurement process to become or be the employee of any person or entity contracting with the County.
- (2) *Restrictions on Former Employees in Matters Connected with Their Former Duties.*
 - (a) *Permanent Disqualification of Former Employee Personally Involved in a Particular Matter.* It shall be a breach of ethical standards for any former employee knowingly to act as a principal, or as an agent for anyone other than the County, in connection with any:
 - (i) judicial or other proceeding, application, request for a ruling, or other determination;
 - (ii) contract;
 - (iii) claim; or
 - (iv) charge or controversy,in which the employee participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while an employee, where the County is a party or has a direct and substantial interest.

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(b) *One (1) Year Representation Restriction Regarding Matters for Which a Former Employee Was Officially Responsible.* It shall be a breach of ethical standards for any former employee, within one (1) year after cessation of the former employee's official responsibility, knowingly to act as a principal, or as an agent for anyone other than the County, in connection with any:

(i) judicial or other proceeding, application, request for a ruling, or other determination;

(ii) contract;

(iii) claim; or

(v) charge or controversy,

in matters which were within the former employee's official responsibility, where the County is a party or has a direct or substantial interest.

(3) *Disqualification of Business When an Employee Has a Financial Interest.* It shall be a breach of ethical standards for a business, in which an employee of the County has a financial interest, to knowingly act as a principal, or as an agent for anyone other than the County, in connection with any:

(a) judicial or other proceeding, application, request for a ruling, or other determination;

(b) contract;

(c) claim; or

(d) charge or controversy, in which the employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, or which is the subject of the employee's official responsibility, where the County is a party or has a direct and substantial interest.

§12-209 *Use of Confidential Information.* It shall be a breach of ethical standards for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

§12-301 *Civil and Administrative Remedies Against Employees Who Breach Ethical Standards.*

(1) *Existing Remedies Not Impaired.* Civil and administrative remedies against employees which are in existence on the effective date of this Policy shall not be impaired.

- (2) *Supplemental Remedies.* In addition to existing remedies for breach of the ethical standards prescribed in this Policy or regulations promulgated thereunder, the County Administrator may impose any one or more of the following in accordance with the County's Human Resources Policies and Procedures:
 - (a) Area-of-Concerns Memoranda, up to and including written reprimands.
 - (b) For recurring or severe infractions, pre-disciplinary hearing resulting in suspension, demotion, or termination of employment.
- (3) *Right to Recovery from Employee Value Received in Breach of Ethical Standards.* The value of anything received by an employee in breach of the ethical standards prescribed in this Policy or regulations promulgated thereunder shall be recoverable by the County as provided in §12-303 (Recovery of Value Transferred or Received in Breach of Ethical Standards).
- (4) *Due Process.* All procedures under this Section shall be in accordance with due process requirements and existing law. In addition, notice and an opportunity for a hearing shall be provided prior to imposition of any suspension, demotion, or termination of employment.

§12-302 *Civil and Administrative Remedies Against Non-Employees Who Breach Ethical Standards.*

- (1) *Existing Remedies Not Impaired.* Civil and administrative remedies against non-employees which are in existence on the effective date of this Policy shall not be impaired.
- (2) *Supplemental Remedies.* In addition to existing remedies for breach of the ethical standards prescribed in this Policy or regulations promulgated thereunder, the Director of Procurement may impose any one or more of the following:
 - (a) Written warnings or reprimands;
 - (b) Termination of transactions; and
 - (c) Debarment or suspension from being a contractor or subcontractor under County contracts.
- (3) *Right to Recovery from Non-Employee Value Transferred in Breach of Ethical Standards.* The value of anything transferred in breach of the ethical standards of this Section or regulations promulgated hereunder by a non-employee shall be recoverable by the County as provided in §12-303 (Recovery of Value Transferred or Received in Breach of Ethical Standards).
- (4) *Right of the County to Debar or Suspend.* Debarment or suspension may be imposed by the Director of Procurement in accordance with the procedures set forth in §9-102 (Authority to Debar or Suspend) for breach of the ethical standards of this Section, provided that such action may not be taken without the concurrence of the County Attorney.

- (5) *Due Process.* All procedures under this Section shall be in accordance with due process requirements, including, but not limited to, a right to notice and an opportunity for a hearing prior to imposition of any termination, debarment, or suspension from being a contractor or subcontractor under a County contract.

§12-303 *Recovery of Value Transferred or Received in Breach of Ethical Standards.*

- (1) *General Provisions.* The value of anything transferred or received in breach of the ethical standards of this Section or regulations promulgated hereunder by an employee or a non-employee may be recovered from both the employee and non-employee.
- (2) *Recovery of Kickbacks by the County.* Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the County and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

END OF CHAPTER 12

CHAPTER 13 AWARD AUTHORITY

§13-101 *Award Authority.*

- (1) *Director of Procurement.* The Director of Procurement shall have the authority to award and approve procurements of \$100,000.00 or less.
- (2) *Chief Financial Administrator.* The Chief Financial Administrator shall have the authority to award and approve procurements of \$100,000.00 or less.
- (3) *County Administrator.* The County Administrator shall have the authority to award and approve procurements of \$250,000.00 or less.
- (4) *County Attorney.* The County Attorney shall have the authority to approve procurements of \$100,000.00 or less for supplies and services required and authorized for the operation of his/her office with the exception of legal services, which shall be procured/squired in accordance with Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article II, Division 1.5, entitled Office of the County Attorney; Implementation Framework, and contingent on the availability of approved and available funds for the same.
- (5) *County Internal Auditor.* The County Internal Auditor shall have the authority to approve procurements of \$100,000.00 or less for supplies and services required and authorized for the operation of his/her office within the scope of the County Internal Auditor's duties defined in Article IV, Section 4.10, of the Charter of Hillsborough County, and contingent on the availability of approved and available funds for the same.
- (6) *Board of County Commissioners.* The Board of County Commissioners shall have the authority to award and approve all procurements regardless of dollar amount; however, the Board of County Commissioners shall approve procurements that exceed \$250,000.00, unless otherwise exempted in this Policy.

§13-201 *Applicability of Award Authority to Procurements that Generate Revenue.* The limits specified in §13-101 (Award Authority) shall also apply to procurements that generate revenue and do not involve an expenditure of funds. In such cases, the total, reasonably anticipated revenue generated in a fiscal year or calendar year shall determine the competition requirements and the appropriate authority for award.

END OF CHAPTER 13

CHAPTER 14 DEFINITIONS

§14-101 *Definitions.* The words defined in this Section shall have the meanings set forth below whenever they appear in this Policy, unless: (1) the context in which they are used clearly requires a different meaning or (2) a different definition is prescribed for a particular Section or provision.

- (1) *Amendment* means a written revision or clarification made to a solicitation.
- (2) *Architectural and Engineering Services means:*
 - (a) professional services of an architectural or engineering nature, as defined §287.055, Fla. Stat., if applicable, which are required to be performed or approved by a person licensed, registered, or certified to provide such services as described in this Policy;
 - (b) professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and
 - (c) such other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including: studies, investigations, surveying, mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.
- (3) *Bid Sample* means a sample to be furnished by a bidder to show the characteristics of the item offered in the bid.
- (4) *Blanket Purchase Agreement* means a purchase agreement that is created when the detail of the goods or services you plan to buy from a specific supplier in a period is known, but the delivery schedule and delivery quantities are unknown. Blanket Purchase Agreements are used to specify negotiated prices for items before actually purchasing them.
- (5) *Blind Trust* means an independently managed trust in which the employee-beneficiary has no management rights and in which the employee-beneficiary is not given notice of alterations in, or other dispositions of, the property subject to the trust.
- (6) *Board of County Commissioners* or *Board* means the Hillsborough County Board of County Commissioners.

- (7) *Brand Name or Equal Specification* means a specification limited to one or more items by manufacturers' names or catalog numbers to describe the standard of quality, performance, and other salient characteristics needed to meet the County's requirements, and which provides for the submission of equivalent products.
- (8) *Business* means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
- (9) *Business Day* means every official business or working day of the week. Business Days are the days between and including Monday to Friday, and do not include County holidays and weekends. In computing any period of time prescribed by this Policy as Business Days, the day of the event from which the designated period of time begins to run shall not be included, but the last day of the period shall be included unless it is a Saturday, Sunday, or a County holiday, in which event the period shall run to the end of the next business day.
- (10) *Calendar Day* means all days in a month, including Saturday, Sunday and County holidays. In computing any period of time prescribed by this Policy as Calendar Days, the day of the event from which the designated period of time begins to run shall not be included, but the last day of the period shall be included.
- (11) *Capability* means, for the purpose of this Policy, capability at the time of award of the contract.
- (12) *Change Order* means a written order signed or authorized by an approving authority, directing the contractor to make changes which the changes clause of the contract authorizes the approving authority to order without the consent of the contractor.
- (13) *Chief Financial Administrator* means the Chief Financial Administrator or designee.
- (14) *Chief Information & Innovation Officer* means the Chief Information & Innovation Officer or designee.
- (15) *Complex Contract Purchase Agreement* means a purchase agreement that is created for a supplier who agrees on a schedule of "pay items" that specifies the work component, the associated dollar amount, and due date for completion. Complex Contract Purchase Agreements often involve construction and include "retainage," which is an amount that is withheld from payments to the contractor as a means of assuring performance and subcontractor payments.
- (16) *Confidential Information* means any information which is available to an employee only because of the employee's status as an employee of this County and is not a matter of public knowledge or available to the public on request.
- (17) *Conspicuously* means written in such special or distinctive format, print, or manner that a reasonable person against whom it is to operate ought to have noticed it.

- (18) *Construction* means the process of building, altering, repairing, improving, or demolishing any public infrastructure facility, including any public structure, public building, or other public improvements of any kind to real property. It does not include the routine operation, routine repair, or routine maintenance of any existing public infrastructure facility, including structures, buildings, or real property.
- (19) *Construction Manager Agent* means a person or entity who has a contract with the County to provide contract administration, project management, and other specified services to the County in connection with the County's administration of any of the project delivery methods. A Construction Manager Agent does not typically assume responsibility for the proper or timely performance of the County's independent contractors, i.e., Designers, Builders, Construction Managers At-Risk, and Design-Builders.
- (20) *Construction Manager At-Risk (CMAR)*, as used in Chapter 5, means a person who has been awarded, through competitive sealed proposals or multi-step bidding, a separate contract with the County to construct (alter, repair, improve, or demolish any Infrastructure Facility using the Design-Bid-Build project delivery method defined in Section 5-101(2) of the Policy. A CMAR typically is subject to the same performance and payment bond requirements applicable to Builders. The CMAR process is generally a project-specific delivery method that is suited for medium to large capital or renovation projects. The CMAR provides technical assistance to the designer during the design phase, has a cost-capping feature (e.g., guaranteed maximum price or GMP), and may allow construction to begin before the design documents are 100% complete. The CMAR generally awards subcontracts much like a general contractor in a Design-Bid-Build project and assumes responsibility for the proper or timely performance of the same.
- (21) *Contract* means all types of County agreements, regardless of what they may be called, for the procurement of supplies, services, or construction.
- (22) *Contract Modification* means any written, unilateral (but within the scope of the changes clause), or mutually agreed upon (bilateral), change. A contract modification may introduce or cancel specifications or terms of an existing contract, while leaving intact its overall purpose and effect. Unilateral modifications are issued usually through a change order, the bilateral modifications through a contract modification or revision of a contract.
- (23) *Contract Purchase Agreement* means a purchase agreement (order) that is created for suppliers who agree on specific terms and conditions without indicating the specific goods and services that will be purchased. Standard Purchase Orders are issued with a reference to a Contract Purchase Agreement.
- (24) *Contractor* means any person having a contract with a governmental body.
- (25) *Cooperative Purchasing* means procurement conducted by, or on behalf of, one or more Public Procurement Units, as defined in this Policy.

- (26) *Cost Analysis* is the evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.
- (27) *Cost Data* are information concerning the actual or estimated cost of labor, material, overhead, and other cost elements which have been actually incurred or which are expected to be incurred by the contractor in performing the contract.
- (28) *Cost-Plus-a-Percentage-of-Cost Contract* means a type of contract that provides for a fee or profit as a specified percentage of the contractor's actual cost of accomplishing the work to be performed. This type of contract is expressly prohibited by this Policy.
- (29) *Cost-Reimbursement Contract* means a contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this Policy, and a fee, if any.
- (30) *County* means the Hillsborough County Board of County Commissioners, the constitutional officers (at their discretion), and agencies of the County.
- (31) *County Administrator or Administrator* means the County Administrator or Designee.
- (32) *County Attorney* means the County Attorney or Designee who shall have the sole authority to approve or recommend approval of outside legal and/or legal-related services.
- (33) *Data* means recorded information, regardless of form or characteristic.
- (34) *Descriptive Literature* means information available in the ordinary course of business which shows the characteristics, construction, or operation of an item which enables the County to consider whether the item meets its needs.
- (35) *Design-Bid-Build* means a project delivery method in which the County sequentially awards separate contracts, the first for architectural and engineering services to design the project and the second for construction of the project according to the design.
- (36) *Design-Build* means a project delivery method in which the County enters into a single contract for design and construction of an infrastructure facility.
- (37) *Design-Build-Finance-Operate-Maintain* means a project delivery method in which the County enters into a single contract for design, construction, finance, maintenance, and operation of an infrastructure facility over a contractually defined period. No County funds are appropriated to pay for any part of the services provided by the contractor during the contract period.

- (38) *Design-Build-Operate-Maintain* means a project delivery method in which the County enters into a single contract for design, construction, maintenance, and operation of an infrastructure facility over a contractually defined period. All or a portion of the funds required to pay for the services provided by the contractor during the contract period are either appropriated by the County prior to award of the contract or secured by the County through fare, toll, or user charges.
- (39) *Design Criteria Package* means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.
- (40) *Design Criteria Professional* means a firm who holds a current certificate of registration under Chapter 481, Fla. Stat., to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under Chapter 471, Fla. Stat., to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.
- (41) *Design Requirements* means the written description of the infrastructure facility or service to be procured under this Section, including:
- (a) required features, functions, characteristics, qualities, and properties that are required by the County;
 - (b) the anticipated schedule, including start, duration, and completion; and
 - (c) estimated budgets (as applicable to the specific procurement) for design, construction, operation and maintenance.

The design requirements may, but need not, include drawings and other documents illustrating the scale and relationship of the features, functions, and characteristics of the project.

- (42) *Designee* means a duly authorized representative of a person holding a superior position to the extent allowed and/or not prohibited by this Policy.
- (43) *Direct or Indirect Participation* means involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

- (44) *Director of Procurement or Director* means the Director of Procurement as the head of the central procurement office (Procurement Services Department) of the County or Designee.
- (45) *Discussions*, as used in the source selection process, means an exchange of information or other manner of negotiation during which the offeror and the County may alter or otherwise change the conditions, terms, and price of the proposed contract. Discussions may be conducted in connection with competitive sealed proposals, sole source, and emergency procurement; discussions are not permissible in competitive sealed bidding (except to the extent permissible in the first phase of multi-step sealed bidding).
- (46) *Electronic* means electrical, digital, magnetic, optical, electromagnetic, or any other similar technology.
- (47) *Electronic Signature* means the method(s) of authenticating the identity of a vendor, documenting that a vendor has verified its submittal, accepted the terms, conditions, and requirements of a solicitation, and preventing undetected alterations of submitted information.
- (48) *Employee* means an individual drawing a salary from the County, whether elected or not, and any non-compensated individual performing personal services for the County.
- (49) *Established Catalog Price* means the price included in a catalog, price list, schedule, or other form that:
- (a) is regularly maintained by a manufacturer or contractor;
 - (d) is either published or otherwise available for inspection by customers; and
 - (c) states prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the supplies or services involved.
- (50) *External Procurement Activity* means any buying organization not located in this County which, if located in this County, would qualify as a Public Procurement Unit. Agencies of the United States and of any other State in the United States of America are External Procurement Activities.
- (51) *Financial Interest* means:
- (a) ownership of any interest or involvement in any relationship from which, or as a result of which, a person has received, or is presently or in the future entitled to receive compensation;
 - (b) ownership of such interest in any property or any business as may be specified by general law; or

- (c) holding a position in a business such as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
- (52) *Grant* means the furnishing by the County of assistance, whether financial or otherwise, to any person to support a program authorized by law. It does not include an award whose primary purpose is to procure an end product, whether in the form of supplies, services, or construction; a contract resulting from such an award is not a grant but a procurement contract.
- (53) *Gratuity* means a payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- (54) *Immediate Family* means a spouse, children, parents, brothers and sisters, and such other relatives as may be designated by general law.
- (55) *Independent Peer Reviewer Services* are additional architectural and engineering services provided to the County in design-build-operate-maintain or design-build-finance-operate-maintain procurements. The function of the independent peer reviewer is to confirm that the key elements of the professional engineering and architectural design provided by the contractor are in conformance with the applicable standard of care.
- (56) *Infrastructure Facility* means a building; structure; or networks of buildings, structures, pipes, controls, and equipment that provide transportation, utilities, public education, or public safety services. Included are government office buildings; public schools; courthouses; jails; prisons; water treatment plants, distribution systems, and pumping stations; wastewater treatment plants, collection systems, and pumping stations; solid waste disposal plants, incinerators, landfills, and related facilities; public roads and streets; highways; public parking facilities; public transportation systems, terminals, and rolling stock; rail, air, and water port structures, terminals, and equipment.
- (57) *Invitation for Bids (IFB) or Invitation to Bid (ITB)* means all documents, whether attached or incorporated by reference, utilized for soliciting competitive sealed bids.
- (58) *Job-Order Contracting* means an indefinite delivery/indefinite quantity project delivery method used for construction, remodeling, repair, landscaping, and related projects and associated maintenance services. Pricing structures are based on competitively bid coefficients applied to pre-established unit prices.
- (59) *Legal Services* are services that include, but are not limited to, retaining services of law firms, outside counsel, expert witnesses, trial consultants or similar persons or firms deemed by the County Attorney, for any reason, as necessary to address the County's legal needs. Such firms or persons shall be selected by the County Attorney.

- (60) *Local Public Procurement Unit* means any county, city, town, and any other subdivision of the State Florida or public agency of any such subdivision, public authority, educational, health, or other institution, and to the extent provided by law, any other entity which expends public funds for the procurement of supplies, services, and construction, and any nonprofit corporation operating a charitable hospital.
- (61) *May* denotes the permissive. However, the words "no person may" mean that no person is required, authorized, or permitted to do the act prescribed.
- (62) *Micro-Purchase*. A micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000 (\$2,000 for acquisitions of construction subject to the Davis-Bacon Act) or as otherwise defined in the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions). Where a procurement involves the expenditure of federal assistance or contract funds, the defined micro-purchase threshold may apply.
- (63) *Novation*. The substitution of a new contract for a previous contract, or the substitution of a new party for a previous party in a contract, so that the previous obligation is considered discharged or the previous obligor released.
- (64) *Offer* means proposal and *Offeror* means a person submitting a proposal when a procurement is made by a source selection method other than competitive sealed bidding.
- (65) *Official Responsibility* means direct administrative or operating authority, whether intermediate or final, either exercisable alone or with others, either personally or through subordinates, to approve, disapprove, or otherwise direct County action.
- (66) *Operations and Maintenance* means a project delivery method whereby the County enters into a single contract for the routine operation, routine repair, and routine maintenance of an infrastructure facility.
- (67) *Person* means any business, individual, union, committee, club, other organization, or group of individuals.
- (68) *Practicable* denotes what may be accomplished or put into practical application. For purposes of this Policy, the terms "practical" and "practicable" shall be considered to have the same meaning.
- (69) *Prequalification for Inclusion on Bidders Lists* means determining in accordance with §3-402 (Prequalification of Suppliers) that a prospective bidder or offeror satisfies the criteria established for being included on the bidders list.
- (70) *Price Analysis* means the evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

- (71) *Price Data* are factual information concerning prices, including profit, for supplies, services, or construction substantially similar to those being procured. In this definition, "prices" refer to offered or proposed selling prices, historical selling prices, and current selling prices of such items. This definition refers to data relevant to both prime and subcontract prices.
- (72) *Procurement* means buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation, and award of contract.
- (73) *Proposal Development Documents* means drawings and other design related documents that are sufficient to fix and describe the size and character of an infrastructure facility as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate to the applicable project delivery method.
- (74) *Protest* means a written statement concerning any unresolved disagreement or controversy arising out of the solicitation or award by the County filed in accordance with the provisions set forth in Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, entitled Hillsborough County Procurement Protest Policy and Procedures.
- (75) *Protestor* means any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or the award of a contract and who files a protest.
- (76) *Public Notice* means the distribution or dissemination of information to interested parties using methods that are reasonably available. Such methods will often include publication in newspapers of general circulation, electronic or paper mailing lists, and web site(s) designated by the County and maintained for that purpose.
- (77) *Public Procurement Unit* means any one of the following:
- (a) a Local Public Procurement Unit,
 - (b) an External Procurement Activity,
 - (c) a State Public Procurement Unit, and
 - (d) any not-for-profit entity comprised of more than one Unit or Activity listed in subparagraphs (a), (b), or (c).
- (78) *Purchase Description* means the words used in a solicitation to describe the supplies, services, or construction to be purchased, and includes specifications attached to, or made a part of the solicitation.

- (79) *Purchase Request or Purchase Requisition* means that document whereby a Using Agency requests that a contract be entered into for a specified need, and may include, but is not limited to, the technical description of the requested item, delivery schedule, transportation, criteria for evaluation, suggested sources of supply, and information supplied for the making of any written determination required by this Policy.
- (80) *Qualified Products List (QPL)* means an approved list of supplies, services, or construction items described by model or catalog numbers which, prior to competitive solicitation, the County has determined will meet the applicable specification requirements.
- (81) *Regulation* means a statement, having general or particular applicability and future effect, designed to implement, interpret, or prescribe law or policy, or describing organization, procedure, or practice requirements, which has been promulgated in accordance with this Policy.
- (82) *Request for Proposals (RFP)* means all documents, whether attached or incorporated by reference, utilized for soliciting competitive sealed proposals.
- (83) *Request for Information (RFI)* means all documents, whether attached or incorporated by reference, utilized for soliciting information when the County does not presently intend to award a contract, but wants to obtain price, delivery, other market information, or capabilities for planning purposes. Responses to an RFI are not offers and cannot be accepted by the County to form a binding contract.
- (84) *Request for Quotation or Quote (RFQ)* means all documents whether attached or incorporated by reference, utilized for soliciting informal quotations.
- (85) *Request for Solution (RFS)* means all documents, whether attached or incorporated by reference, utilized for soliciting innovative solutions by providing general instructions regarding an identified problem while laying minimal restrictions on technology and/or approach.
- (86) *Responsible Bidder or Offeror* means a bidder or offeror who has reasonable capability in all respects to perform fully the contract requirements and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good-faith performance.
- (87) *Responsive Bidder or Offeror* means a bidder or offeror who has submitted a response to a solicitation, which conforms in all material respects to the requirements set forth in the same.
- (88) *Revision* means a written amendment or clarification made to a solicitation.
- (89) *Services* means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements, collective bargaining agreements, or professional services which are covered by the Consultants' Competitive Negotiations Act (§ 287.055, Fla. Stat.).

- (90) *Shall* denotes the imperative.
- (91) *Signature* means a manual or electronic identifier, or the electronic result of an authentication technique attached to or logically associated with a record that is intended by the person using it to have the same force and effect as a manual signature.
- (92) *Solicitation* means an Invitation for Bids, a Request for Proposals, a request for quotations, or any other document issued by the County for the purpose of soliciting bids or proposals to perform services or provide supplies to the County.
- (93) *Specification or Scope of Work* means any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.
- (94) *Standard Purchase Order* means a purchase order that is generally created for one-time purchases of items when the item details, cost, quantity delivery schedule, accounting distribution, etc. are known. If encumbrance accounting is used, the Standard Purchase Order may encumber funds since the required information is known.
- (95) *Standard Specification* means a specification that is to be used for all or most purchases of an item; describes all required physical and functional characteristics of a good, service or construction.
- (96) *Standardization* means the process of establishing a single specification for an item, or range of items.
- (97) *State Public Procurement Unit* means the Purchasing Agency of the State of Florida or any other State.
- (98) *Supplier* means a person or entity that provides supplies and/or services.
- (99) *Supplies* means all property including, but not limited to, equipment and materials.
- (100) *Surplus Property* means all tangible personal property of a non-consumable nature that is owned by the County and is no longer needed.
- (101) *Technical Proposal* means solicited or unsolicited submission of information from a prospective contractor which states how that party intends to perform certain work; its technical and business qualifications; and its proposed delivery, warranty, and other terms and conditions as those might differ from or supplement the County's solicitation requirements. It shall include such pricing information as may be required.
- (102) *Unsolicited Proposal* means a written but informal bid, proposal, or quotation that is submitted on the initiative of the submitter and not in response to any formal or informal request.

- (103) *Using Agency* means any department, division, agency, commission, board, committee, authority or other unit under the direct or indirect control of the Board of County Commissioners, which utilizes any supplies, services, or construction procured under this Policy. Nothing herein shall be construed as requiring the County's constitutional officers to be covered by this Policy; however, the services of the Procurement Services Department and Director of Procurement shall be made available for their use, at their option.
- (104) *Written or In Writing* means the product of any method of forming characters on paper, other materials, or viewable screens, which can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.

END OF CHAPTER 14

**CONSULTING SERVICES AGREEMENT BY AND BETWEEN
HILLSBOROUGH COUNTY, FLORIDA AND
CONSULTANT**

THIS AGREEMENT ("Agreement") is made and entered into as of _____, 201_, by and between Hillsborough County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY") and _____, hereinafter referred to as the "CONSULTANT".

RECITALS

WHEREAS, the COUNTY desires the service of a highly skilled and experienced independent contractor to serve as a CONSULTANT to assist the COUNTY; and

WHEREAS, the CONSULTANT has the expertise and personnel, as appropriate, to provide such consulting services for the COUNTY; and

WHEREAS, on September 17, 2014, the Board of County Commissioners ("BOCC") in regular meeting approved an amendment to the Hillsborough County Procurement Policy Section I(B) to delegate to the County Administrator the authority to enter into and execute consulting contracts in the amount of \$250,000 or less provided that such contracts are substantially similar in form and content to the form contract entitled "Consulting Services Agreement" attached to the BOCC Procurement Policy as Attachment #1; and

WHEREAS, this Consulting Services Agreement is substantially similar to the BOCC approved Consulting Services Agreement referenced above.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1
Scope of Service

The CONSULTANT shall provide the services described in EXHIBIT A - Scope of Services, attached hereto and incorporated by reference herein.

ARTICLE 2
Term of Agreement

This Agreement shall be effective upon execution by both parties and shall expire on _____, 201_ (the "Term"), unless sooner terminated in accordance with this Agreement.

ARTICLE 3
Consideration and Payment

The COUNTY shall pay the CONSULTANT an amount not to exceed the amount set forth in Exhibit B - Full Compensation and Method of Payment, as full compensation for all work done and materials furnished including costs and expenses. Any conditions precedent that the CONSULTANT must satisfy prior to payment will also be set forth in Exhibit B. The COUNTY and the CONSULTANT agree that each is bound by the applicable provisions of the Florida Prompt Payment Act, Florida Statutes §§218.70 et seq., in connection with this Agreement.

Reimbursable costs, expenses, and travel shall be authorized in writing in advance by the COUNTY and shall be reimbursed in accordance with Section 112.061, Florida Statutes. Requests for payment of all costs, expenses, and travel shall be submitted in an auditable format with supporting documentation, including receipts for paid bills. Payments will be made in accordance with the procedures specified in Exhibit B, and Exhibit C - Request for Payment Form and Instructions, both of which are attached hereto and incorporated herein by reference.

ARTICLE 4
County Representative

COUNTY REPRESENTATIVE: [Name] _____, [Title] _____, shall act as COUNTY's representative during the performance of this Agreement. COUNTY may change the designated representative from time to time upon reasonable notice to CONSULTANT.

ARTICLE 5
Relationship of Parties

The parties intend, and CONSULTANT acknowledges, that CONSULTANT enters into this Agreement, and will remain throughout the term of this Agreement, an independent contractor. CONSULTANT agrees that he/she is not and will not become an employee, partner, agent, servant or principal of the COUNTY while this Agreement is in effect. Accordingly, CONSULTANT acknowledges that he/she is not entitled to earn or accrue any rights, benefits, or salary under any benefit or compensation plan or program including, but not limited to, medical, dental, vision, retirement, vacation, sick leave, or any other employee benefits provided to employees of the COUNTY. CONSULTANT agrees that he/she will not hold himself/herself out as an authorized agent to bind the COUNTY in any manner. Nothing in this Agreement shall be construed or interpreted as creating an employment relationship between the COUNTY and the CONSULTANT.

CONSULTANT shall be solely responsible for any taxes due as a result of the payment pursuant to Article 3 of this Agreement. CONSULTANT will defend and indemnify the COUNTY from and against any and all losses or liabilities arising out of CONSULTANT's failure to pay taxes due with respect to any such payments.

Unless there is a need to perform services on the COUNTY premises, all work is to be completed at CONSULTANT's place of business or other appropriate location. CONSULTANT is responsible for supplying all tools, equipment, and materials necessary for the successful completion of the services. If applicable based on the services being provided to the COUNTY, CONSULTANT shall take all necessary precautions to store all materials and equipment in a safe and appropriate manner.

CONSULTANT agrees and acknowledges that he/she is solely responsible for determining the method and means by which CONSULTANT will perform the services and otherwise fulfill CONSULTANT's obligations in accordance with this Agreement. CONSULTANT further agrees that he/she will be solely responsible for the professional performance of the services except as may be specifically set forth in this Agreement. CONSULTANT represents that he/she has the necessary qualifications, skills, licenses, and ability to perform the services hereunder in a competent, professional manner without the advice or direction of the COUNTY. Failure to perform all of the services required under this Agreement constitutes a material breach of this Agreement.

CONSULTANT is free to hire, supervise, and pay employees to aide in the performance of the services. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to CONSULTANT's sole direction, supervision, and control. CONSULTANT shall exercise control over the means and manner in which it and its employees perform the services, and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY. CONSULTANT warrants and represents that all of his/her employees are treated equally during employment without regard to race, color, religion, sex (including sexual harassment), national origin, age, disability, Genetic Information Nondiscrimination Act of 2009, marital status, and any other legally recognized protected status applicable to the COUNTY.

ARTICLE 6 Maintenance and Review of Records

The CONSULTANT, its employees, representatives, subcontractors, or any authorized agent of record, as applicable, providing any of the services required to be performed or provided under this Agreement shall maintain adequate records and accounts, including but not limited to property, personnel and financial records, and supporting documentation which shall enable ready identification of CONSULTANT's cost of goods and use of funds for a period of six years from the date of final payment to the CONSULTANT, as applicable, under this Agreement or the termination of this Agreement, whichever occurs later. (Such six-year period is hereinafter referred to as the "Audit Period."). The COUNTY shall have the right, and the CONSULTANT, its employees, representatives, subcontractors, or any authorized agent of record, as applicable, will permit the COUNTY to examine all such records, accounts and documentation and to make copies thereof, and excerpts or transcriptions therefrom, and to audit all contracts, invoices, materials, accounts and records relating to all matters covered by this

Agreement, including but not limited to personnel and employment records during the Audit Period. All such records, accounts and documentation shall be made available to the COUNTY for audit, examination or copying purposes at any time during normal business hours and as often as the COUNTY may deem necessary during the Audit Period. The COUNTY's right to examine, copy and audit shall pertain likewise to any audits made by any other agency, whether local, state or federal. CONSULTANT shall insure that the CONSULTANT, its employees, representatives, subcontractors, or any authorized agent of record, as applicable, shall recognize the COUNTY's right to examine, inspect and audit its records, accounts and documentation in connection with its provision of services required to be provide by the CONSULTANT under this Agreement. If an audit is begun by the COUNTY or other agency, whether local, state or federal, during the Audit Period, but is not completed by the end of the Audit Period, the Audit Period shall be extended until audit findings are issued. This Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 7
Mutual Indemnification

The COUNTY, to the extent authorized by Section 768.28, Florida Statutes, shall indemnify, defend and hold the CONSULTANT harmless from all liabilities, claims, demands or actions at law and in equity that may hereafter at any time be made or brought by any one for the purpose of enforcing a claim on account of any injury or damage caused, in whole or in part, by any negligent or intentional wrongful act or omission of the COUNTY, its agents or employees during the performance of this Agreement. The CONSULTANT shall indemnify, defend and hold the COUNTY, its agents or employees, harmless from all liabilities, claims, demands or actions at law and in equity that may hereafter at any time be made or brought by any one for the purpose of enforcing a claim on account of any injury or damage caused, in whole or part, by any negligence or intentional wrongful act or omission of the CONSULTANT, its employees, representatives, subcontractors, or any authorized agent of record during the performance under this Agreement.

ARTICLE 8
Equal Opportunity: Non-Discrimination Clause

The CONSULTANT 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.

The CONSULTANT shall also comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are

incorporated herein by reference.

At the time of execution of this Agreement by CONSULTANT, CONSULTANT shall submit the information required by Hillsborough County's Equal Opportunity Requirements to the extent applicable, which is attached hereto as Exhibit D and incorporated by reference herein.

ARTICLE 9
Insurance

As determined by the County Administrator in coordination with Risk Management, the CONSULTANT shall procure and maintain throughout the Term of this Agreement, on behalf of itself and the COUNTY, the insurance specified on, and as required by, Exhibit E, attached hereto and incorporated by reference herein, and as stated below. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

The CONSULTANT shall ensure that the COUNTY and its Board of County Commissioners are named as additional insured parties as to the actions of the CONSULTANT, its employees, representatives, subcontractors, or any authorized agent of record performing or providing materials and/or services to CONSULTANT during the performance of this Agreement, on (i) all auto liability policies and general liability policies required to be obtained by the CONSULTANT pursuant to this Agreement, and (ii) all other insurance policies required by this Agreement where such an endorsement is available in the industry. All such insurance policies shall also contain a Severability of Interests provision. Every insurance policy must provide for thirty (30) days prior written notice to the COUNTY of any cancellation, intent not to renew, or reduction in the policy coverage.

ARTICLE 10
Conflict of Interest

The CONSULTANT represents that it presently has no interest, and shall acquire no such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity; or incur any obligation of any nature which would impede or conflict in any manner with the performance of the scope of service required hereunder.

The CONSULTANT, its employees, representatives, subcontractors, or any authorized agent of record warrants to the COUNTY that no gifts or gratuities have been or will be given to the COUNTY, its agents or employees, either directly or indirectly, to obtain this Agreement.

ARTICLE 11
Drug Free Workplace

The CONSULTANT shall assure the COUNTY that it will administer, in good faith,

a policy designed to ensure that the CONSULTANT is free from the illegal use, possession, or distribution of drugs or alcohol.

ARTICLE 12
Governing Laws

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and venue shall be in Hillsborough County, Florida.

ARTICLE 13
Public Entity Crimes

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, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

The CONSULTANT represents for itself and its affiliates that it is not prohibited from entering into this Agreement by Section 287.133, Florida Statutes.

ARTICLE 14
Compliance With Applicable Laws

The CONSULTANT shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder.

ARTICLE 15
Assignment

This Agreement may not be assigned nor subcontracted in whole or in part without the prior written consent of the COUNTY.

ARTICLE 16
Headings

Article headings have been included in this Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of the Agreement.

ARTICLE 17

Waiver

A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE 18

Additional Rights and Remedies

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

ARTICLE 19

Order of Precedence

In the event of any conflict between the provisions of this Agreement and the exhibits, the provisions of the Agreement shall control over the provisions of the exhibits.

ARTICLE 20

Severability

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

ARTICLE 21

Survivability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

ARTICLE 22

Modifications

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded

hereby. This Agreement may only be amended by a written instrument executed by the COUNTY and the CONSULTANT expressly for that purpose.

ARTICLE 23

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

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

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

- i) _____(telephone number),
- ii) _____ (email address),
- iii) _____(mailing address)

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

- 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 at authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the County.
- iv) Upon completion of the Contract, transfer at no cost to the County, all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

ARTICLE 24
Fiscal Non-Funding Clause

This Agreement is subject to funding availability. In the event sufficient budget funds to fund this Agreement become reduced or unavailable, the COUNTY shall notify the CONSULTANT of such occurrence, and the COUNTY may terminate this Agreement, without penalty or expense to the COUNTY, upon no less than twenty-four hours (24) hours written notice to the CONSULTANT. The COUNTY shall be the final authority as to the availability of funds and how available funds will be allotted. If this Agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable, the COUNTY shall notify the CONSULTANT of such occurrence and the COUNTY may terminate this Agreement, without penalty or expense to the COUNTY, upon no less than twenty-four (24) hours written notice to the CONSULTANT.

ARTICLE 25
Recognition of County Contributions to Not-For-Profit Corporation Consultants

Pursuant to the COUNTY's BOCC Policy No. 10.04.00.00, not-for-profit corporations that receive public funding or non-monetary contributions through Hillsborough County shall recognize the COUNTY for its contribution in promotional material and at any events or workshops for which COUNTY funds are allocated. Any news release or other type of publicity must identify the Hillsborough County Board of County Commissioners as a funding source. In written materials, the reference to the

COUNTY must appear in the same size letters and font type as the name of any other funding sources.

ARTICLE 26

Political Activities of Not-for-Profit Corporation Consultants

Pursuant to the COUNTY's BOCC Policy No. 02.12.00.00, not-for-profit corporation CONSULTANTS shall not engage in political activities that promote or oppose a specific candidate.

ARTICLE 27

Termination of Agreement

In addition to the exercise of any other remedies available to it at law or in equity, the COUNTY may terminate this Agreement for the CONSULTANT's non-performance, as determined by the COUNTY, upon no less than twenty-four (24) hours written notice to the CONSULTANT.

The COUNTY or the CONSULTANT may also terminate this Agreement without cause upon ten (10) days prior written notice to the other party.

ARTICLE 28

Administration of Agreement

For purposes of the administration of this Agreement, "the COUNTY" shall refer to the County Administrator in Articles 1, 2, 3, 4, 22, and 29.

ARTICLE 29

Notice

Any notices required or permitted to be given hereunder shall be sent by United States certified mail, return receipt requested, or by overnight delivery service or personal delivery with signature verification, to the attention of the following representatives of the parties:

A. COUNTY:

[Name]

[Title]

P. O. Box 1110

Tampa, Florida 33601-1110

Or to the following address for overnight delivery service or personal delivery:

[Name]

[Title]

County Center – 26th Floor
601 E. Kennedy Blvd.
Tampa, Florida 33602

B. CONSULTANT

Any notice sent in accordance with this Article shall be deemed given two days after deposit in the U.S. Mail, if sent certified mail, or upon receipt, if sent by overnight delivery service or personal delivery. The act of refusal by a party of delivery of a notice sent in accordance with this Article shall be deemed acceptance of such notice by such party.

IN WITNESS WHEREOF, the CONSULTANT and the COUNTY respectively, have caused this Agreement to be executed by their duly authorized representatives.

PROCUREMENT POLICY ATTACHMENT 1
STANDARD CONSULTING SERVICES AGREEMENT

CONSULTANT:

COUNTY: HILLSBOROUGH COUNTY,
FLORIDA

BY: _____

Authorized Official

BY: _____

County Administrator

(Printed Name of Signer)

(Date)

(Title)

(Date)

PROCUREMENT POLICY ATTACHMENT 1
STANDARD CONSULTING SERVICES AGREEMENT

ACKNOWLEDGMENT OF CONSULTANT, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____
(Date) (Name of officer or agent, title of officer or agent)

of _____ a _____ corporation, on behalf of the
(Name of corporation acknowledging) (State or place of incorporation)

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 _____ as identification and did
(Type of Identification)

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 _____

ACKNOWLEDGMENT OF CONSULTANT, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____,
(Date) (Name of acknowledging partner or agent)

partner (or agent) on behalf of _____, a partnership. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as
(Type of Identification)

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 _____

ACKNOWLEDGMENT OF CONSULTANT, IF AN INDIVIDUAL

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _____ by _____,
(Date) (Name of person acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing
(Type of Identification)

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 _____

LIST OF EXHIBITS

EXHIBIT A SCOPE OF SERVICES

EXHIBIT B FULL COMPENSATION AND METHOD OF PAYMENT

EXHIBIT C REQUEST FOR PAYMENT FORM AND INSTRUCTIONS

**EXHIBIT D HILLSBOROUGH COUNTY EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION REQUIREMENTS**

EXHIBIT E INSURANCE REQUIREMENTS

**EXHIBIT A SCOPE OF
SERVICES**

The Consultant shall provide up to _____ hours of services per month in the following areas as requested by the County representative:

- 1.
- 2.
3. Other assignments as determined by the County Representative

EXHIBIT B

FULL COMPENSATION AND METHOD OF PAYMENT

1. The COUNTY shall pay the CONSULTANT at the rate of \$_____ per hour in an amount not to exceed \$_____ for services outlined in Exhibit A, Scope of Services.
2. The CONSULTANT will receive funds from the COUNTY, on a reimbursement basis. Reimbursement will be made upon receipt of a completed Request for Payment Form, Exhibit C. No modifications to the budget shall be reimbursed unless prior written approval has been granted by the County Administrator. In no event, however, shall payments to the CONSULTANT exceed \$_____. All funding under this Agreement is subject to availability. The COUNTY shall be the final authority as to the availability of funds and how available funds will be allotted.
3. Reimbursement requests may be submitted on a monthly basis with proper backup which documents the delivery of services outlined in Exhibit A, Scope of Services. Reimbursement requests shall not be submitted for a period less than one month. If the COUNTY determines, through its inspection or review, that the CONSULTANT has not performed, or is performing less than the total agreed upon services, payments to the CONSULTANT shall be subject to a pro-rata reduction.

EXHIBIT C
REQUEST FOR PAYMENT FORM

CONSULTANT:
 PROGRAM:

REQUEST NUMBER: _____ MONTH: _____ AMOUNT: \$ _____

BUDGET CATEGORIES	TOTAL APPROVED BUDGET	EXPENDITURES		REMAINING BALANCE \$
		CURRENT REQUEST \$	YTD REQUESTS \$	
TOTAL				

I certify that the service covered by this request have been provided to the COUNTY in accordance with the terms and conditions of the Agreement.

 Authorized Agency Signature Title Date

=====

FOR COUNTY USE ONLY

INDEX CODE _____ DOCUMENT # _____
 SUB OBJECT _____ P. O. # _____ APPROVED: _____

I verify that Hillsborough County (based upon certification of CONSULTANT Official) has received the goods and/or services.

<u>TYPE OF REVIEW</u>	<u>APPROVED</u>	<u>DATE</u>
FISCAL	_____	_____
PROGRAMMATIC	_____	_____
_____	_____	_____

COMMENTS:

INSTRUCTIONS FOR REQUEST FOR PAYMENT FORM

1. General:
When requesting payment, the CONSULTANT must fill in the appropriate information accurately and within the approved budget areas designated, accompanied by documentation substantiating payments or expenses. Duplicate the form and complete for each payment requested.
2. Consultant:
Provide the operational title of the CONSULTANT as it appears on your Agreement.
3. Program:
Provide the title of the program or general service area as contracted.
4. Request Number/Month(s)/Amount:
Provide the number of this request. Starting with number one for the first request of the Agreement period and continue sequentially until the final request is made. Indicate month(s) included with request. (Indicate the "number" and "final" when making the last request for payment). The amount of this request must be equal to the Expenditure, Current Request total under the Financial Status Report section.
5. Financial Status Report:
 - a) Budget Categories: These are the only categories in which costs can be incurred and payment requested and approved.
 - b) Total (Annual) Approved Budget: Provide the amount in each column that is the maximum of allowable expenses under the terms of the Agreement.
 - c) Expenditures:
 1. Current Request: Provide reimbursable dollar amounts which are being submitted in this request for the current period. Make entries only in lines containing an approved budget amount, as costs incurred in other than budgeted categories will not be allowed. Attach back-up documentation of any and all expenses incurred during the current period.
 2. Year to Date (YTD) Requests: Provide a total amount of all funds requested to date and include the amount of this request. (This amount will be the previous "Year to Date" total plus the "Current" period request.)
 - d) Remaining Balance: Provide the total balance of funds available in each line item where an approved budget amount appears. (This amount will be the Total Approved Budget minus the Expenditures year to date (YTD) Request.) This figure cannot be a negative. Payment from any budget category cannot exceed the amount in the approved budget, unless modified within the terms of this Agreement.
 - e) Authorized Agency Signature: Provide the signature of a person within the CONSULTANT, duly authorized to sign for, or obligate the CONSULTANT certifying the goods and/or services rendered under this request were provided as contracted.
 - f) Title: Provide the official agency/organization title of the person signing the request (i.e., Chairman, Treasurer, Director, etc.).
 - g) Date: Provide the date that the Authorized Consultant Signature was affixed (see section e., above).

EXHIBIT D

**HILLSBOROUGH COUNTY EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION REQUIREMENTS**

CONSULTANT NAME: _____

PROGRAM NAME: Consulting Services

CONSULTANT CIVIL RIGHTS STATUS

All responding CONSULTANTS are requested to carefully review the following questions and provide responses as it relates to the CONSULTANT's own affirmative action and equal opportunity practices.

Please respond to the following:

1. *Provide a copy of the CONSULTANT's Affirmative Action Plan or Program. (If not submitted within the past twelve (12) months.)
2. Workforce Analysis by race/sex and EEO category.
3. If the CONSULTANT receives federal/state/local funding, please list source and dollar amount.
4. Name of person designated as EEO representative.
5. Does the CONSULTANT have a procedure for resolving discrimination complaints?
6. Has the CONSULTANT been charged with discrimination within the past eighteen (18) months? If yes, how many charges, nature of charge; when; and where?
7. Does the CONSULTANT anticipate hiring additional staff to perform this contract? If yes, please provide the number of positions and type of positions.
8. Please provide a copy of the CONSULTANT's Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by the Chief Executive Officer. (If not submitted within the past twelve (12) months.)

*A written Affirmative Action Plan or Program is required if the CONSULTANT has fifteen (15) or more employees.

EXHIBIT D (continued)

EQUAL EMPLOYMENT OPPORTUNITY WORKFORCE ANALYSIS

CONSULTANT NAME: _____

JOB CATEGORY*	TOTAL EMPLOYEES		MALES					FEMALES				
	MALE	FEM	WHT	BLK	HISP	API	AI	WHT	BLK	HISP	API	AI
OFFICIALS and MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE and CLERICAL												
CRAFTSMAN (SKILLED)												
OPERATIVES (SEMI-SKILLED)												
LABORERS (UNSKILLED)												
SERVICE WORKERS												
TOTAL												

***JOB CATEGORIES AS PROVIDED HEREIN, ARE THOSE CATEGORIES IDENTIFIED AND USED IN EEO (1-6) REPORTING REQUIREMENTS REQUIRED FROM EMPLOYERS BY THE FEDERAL GOVERNMENT.**

(DO NOT LEAVE THIS PAGE BLANK)

HISP: HISPANIC
API: ASIAN/PACIFIC ISLANDER
AI: AMERICAN INDIAN

EXHIBIT D (continued)

THE CONSULTANT'S FAILURE TO COMPLETE THE REQUIREMENTS OF THESE PAGES
MAY RESULT IN THE REJECTION FROM PROJECT

EQUAL EMPLOYMENT OPPORTUNITY QUESTIONNAIRE

THE UNDERSIGNED CONSULTANT, BY THE SIGNATURE OF ITS CORPORATE OFFICER BELOW REPRESENTS THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT. THE UNDERSIGNED CONSULTANT BY THE SIGNATURE OF ITS CORPORATE OFFICER BELOW PROVIDES ASSURANCE TO HILLSBOROUGH COUNTY OF ITS COMPLIANCE WITH FEDERAL, STATE AND COUNTY AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. THE UNDERSIGNED CONSULTANT FURTHER ASSURES THAT IT AND ITS SUBCONTRACTORS' AND SUBRECIPIENTS' FACILITIES ARE ACCESSIBLE TO THE HANDICAPPED (IF APPLICABLE).

IN WITNESS WHEREOF, this Equal Employment Opportunity Questionnaire is hereby signed as of the date indicated below.

ATTEST:

WITNESS

PRINTED NAME OF CONSULTANT

WITNESS

BY _____
SIGNATURE OF AUTHORIZED
CORPORATE OFFICER

DATE SIGNED

(DO NOT LEAVE THIS PAGE BLANK)

EXHIBIT E

INSURANCE REQUIREMENTS

Based on the Scope of Services and authority of the CONSULTANT, there is no requirement for commercial insurance.

NOVATION AGREEMENT BETWEEN
HILLSBOROUGH COUNTY,
(CONTRACTOR1)
AND
(CONTRACTOR2)

THIS Novation Agreement, is made and entered into by and between Hillsborough County, Florida, a political subdivision of the State of Florida (the “**COUNTY**”); *(original contractor)* (“**CONTRACTOR1**”); and *(vendor taking over the contract)* (“**CONTRACTOR2**”), which three entities shall be referred to collectively as the “**PARTIES**” and individually as “**PARTY**”.

WITNESSETH

WHEREAS, CONTRACTOR1 was previously selected by the COUNTY as the contractor for such purposes as more particularly described in _____ entitled “_____” *(identify contractual document or authorization)* as modified or amended (hereinafter the “**AGREEMENT**”), a copy of which is attached hereto as Exhibit 1 and is made a part hereof for all purposes;

WHEREAS, _____ *(specify either CONTRACTOR1 or CONTRACTOR2)* has represented to the COUNTY that CONTRACTOR1 has been legally merged with or acquired in whole or in part by CONTRACTOR2, resulting in the merged entity which retains the identity of CONTRACTOR2 for all purposes;

WHEREAS, the COUNTY, CONTRACTOR1 and CONTRACTOR2 each desire to effectuate the purposes described herein in a manner that will ensure continuous and uninterrupted services to the COUNTY as set forth in the AGREEMENT;

WHEREAS, Article/Section/Paragraph _____ of the AGREEMENT provides for the modification and assignment of the AGREEMENT, including the assignment of the obligation thereto;

WHEREAS, CONTRACTOR2 represents that it will comply with the terms of the AGREEMENT which have been applicable to CONTRACTOR1;

WHEREAS, based upon the representations of CONTRACTOR2, the undersigned PARTIES hereto are in agreement that CONTRACTOR2 is the successor in interest to CONTRACTOR1 and that therefore CONTRACTOR2 should replace CONTRACTOR1 as the contractor whose duties are described in the AGREEMENT;

WHEREAS, CONTRACTOR2 agrees to assume all duties, obligation and responsibilities set forth in the AGREEMENT as applicable to CONTRACTOR1, without limitation, upon the Effective Date of this Novation Agreement; and

PROCUREMENT POLICY ATTACHMENT 2A
NOVATION AGREEMENT COUNTY ADMINISTRATOR – GENERAL

WHEREAS, the COUNTY and CONTRACTOR1 agree to extinguish the AGREEMENT and replace the AGREEMENT with this Novation Agreement wherein CONTRACTOR2 shall assume all the rights, duties, obligations and responsibilities that were previously applicable to CONTRACTOR1 under the AGREEMENT.

NOW THEREFORE, in consideration of these mutual covenants and provisions, the COUNTY, CONTRACTOR1, and CONTRACTOR2 hereby agree to the following:

1. The above recitals are true and correct and are incorporated into this Novation Agreement for all purposes.
2. The PARTIES acknowledge the existence and previous validity of the AGREEMENT between the COUNTY and CONTRACTOR1 as described above. The PARTIES further acknowledge that each PARTY to this Novation Agreement has read and fully understand the AGREEMENT.
3. The PARTIES all mutually agree to form a new contract, which is memorialized exclusively by the terms contained in this Novation Agreement.
4. The parties all mutually agree that this Novation Agreement shall take the place of the AGREEMENT, and that the AGREEMENT is hereby extinguished. A copy of the AGREEMENT is attached hereto and incorporated into this Novation Agreement by reference for the purpose of defining the rights, duties, obligations and responsibilities of CONTRACTOR2 and the COUNTY; and the terms and conditions that applied to CONTRACTOR1 under the AGREEMENT shall now apply CONTRACTOR2.
5. The COUNTY hereby agrees to transfer to CONTRACTOR2 all the rights, duties, obligations and responsibilities that the AGREEMENT attributes to CONTRACTOR1 as of the Effective Date of this Novation Agreement.
6. CONTRACTOR2 hereby assumes all of the rights, duties, obligations and responsibilities of CONTRACTOR1 under the AGREEMENT as of the Effective Date of this Novation Agreement.
7. CONTRACTOR2 agrees to comply with all the terms and provisions of the AGREEMENT which were applicable to CONTRACTOR1 immediately prior to the Effective Date of this Novation Agreement, and CONTRACTOR2 further agrees to be bound by the terms and conditions of the AGREEMENT in all respects as if CONTRACTOR2 was the original PARTY to the AGREEMENT in lieu of CONTRACTOR1.
8. CONTRACTOR2 represents and warrants that it is either a validly formed and duly existing corporation under the laws of the State of Florida, or that it has a current Certificate of Authority from the Florida Department of State and is authorized to transact business in the State of Florida.
9. The PARTIES all mutually agree that this Novation Agreement is legally binding upon each of them and that this Novation Agreement is legally valid.

PROCUREMENT POLICY ATTACHMENT 2A
NOVATION AGREEMENT COUNTY ADMINISTRATOR – GENERAL

10. Pursuant to the AGREEMENT, all notices directed to CONTRACTOR2 are to be delivered in the manner described therein, to:

Name:
Address:
Address:

11. The PARTIES each represent as an express term of this Novation Agreement, that each PARTY signing below has the authority to bind the entity for which each signature is purported to represent.

12. By signing below, both CONTRACTOR2 and CONTRACTOR1 represent that CONTRACTOR1 has merged into CONTRACTOR2, that CONTRACTOR1 no longer exists as a separate legal entity for any purposes, and that CONTRACTOR2 has the means and resources to perform the obligations described above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PROCUREMENT POLICY ATTACHMENT 2A
NOVATION AGREEMENT COUNTY ADMINISTRATOR – GENERAL

IN WITNESS WHEREOF, the PARTIES have executed this Agreement on the date first written above.

Dated this _____ day of _____, 20____ (the "Effective Date")

COUNTY: HILLSBOROUGH COUNTY,
FLORIDA

BY: _____
Mike Merrill, Hillsborough County Administrator

CONTRACTOR1

CONTRACTOR2

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE

Approved as to form
and legal sufficiency:

COUNTY ATTORNEY
By: _____
Assistant County Attorney

File _____	Approval	Date
Department	_____	_____
Procurement	_____	_____

**PROCUREMENT POLICY ATTACHMENT 2A
NOVATION AGREEMENT COUNTY ADMINISTRATOR – GENERAL**

ACKNOWLEDGEMENT OF CONTRACTOR1, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of 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 _____

ACKNOWLEDGEMENT OF CONTRACTOR1, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of 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 _____

ACKNOWLEDGEMENT OF CONTRACTOR1, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of 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 _____

PROCUREMENT POLICY ATTACHMENT 2A

NOVATION AGREEMENT COUNTY ADMINISTRATOR – GENERAL – REVISED 07/11/17
County Administrator Signature – Revised 07/2017 – for all contracts awarded after January 1, 2017.

**PROCUREMENT POLICY ATTACHMENT 2A
NOVATION AGREEMENT COUNTY ADMINISTRATOR – GENERAL**

ACKNOWLEDGEMENT OF CONTRACTOR2, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of 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 _____

ACKNOWLEDGEMENT OF CONTRACTOR2, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of 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 _____

ACKNOWLEDGEMENT OF CONTRACTOR2, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of 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 _____

NOVATION AGREEMENT BETWEEN
HILLSBOROUGH COUNTY,
(CONTRACTOR1)
AND
(CONTRACTOR2)

THIS Novation Agreement, is made and entered into by and between Hillsborough County, Florida, a political subdivision of the State of Florida (the “**COUNTY**”); *(original contractor)* (“**CONTRACTOR1**”); and *(vendor taking over the contract)* (“**CONTRACTOR2**”), which three entities shall be referred to collectively as the “**PARTIES**” and individually as “**PARTY**”.

WITNESSETH

WHEREAS, CONTRACTOR1 was previously selected by the COUNTY as the contractor for such purposes as more particularly described in _____ entitled “_____” *(identify contractual document or authorization)* as modified or amended (hereinafter the “**AGREEMENT**”), a copy of which is attached hereto as Exhibit 1 and is made a part hereof for all purposes;

WHEREAS, _____ *(specify either CONTRACTOR1 or CONTRACTOR2)* has represented to the COUNTY that CONTRACTOR1 has been legally merged with or acquired in whole or in part by CONTRACTOR2, resulting in the merged entity which retains the identity of CONTRACTOR2 for all purposes;

WHEREAS, the COUNTY, CONTRACTOR1 and CONTRACTOR2 each desire to effectuate the purposes described herein in a manner that will ensure continuous and uninterrupted services to the COUNTY as set forth in the AGREEMENT;

WHEREAS, Article/Section/Paragraph _____ of the AGREEMENT provides for the modification and assignment of the AGREEMENT, including the assignment of the obligation thereto;

WHEREAS, CONTRACTOR2 represents that it will comply with the terms of the AGREEMENT which have been applicable to CONTRACTOR1;

WHEREAS, based upon the representations of CONTRACTOR2, the undersigned PARTIES hereto are in agreement that CONTRACTOR2 is the successor in interest to CONTRACTOR1 and that therefore CONTRACTOR2 should replace CONTRACTOR1 as the contractor whose duties are described in the AGREEMENT;

WHEREAS, CONTRACTOR2 agrees to assume all duties, obligation and responsibilities set forth in the AGREEMENT as applicable to CONTRACTOR1, without limitation, upon the Effective Date of this Novation Agreement; and

PROCUREMENT POLICY ATTACHMENT 2B
NOVATION AGREEMENT COUNTY ADMINISTRATOR – SERVICES CONTRACTS

WHEREAS, the COUNTY and CONTRACTOR1 agree to extinguish the AGREEMENT and replace the AGREEMENT with this Novation Agreement wherein CONTRACTOR2 shall assume all the rights, duties, obligations and responsibilities that were previously applicable to CONTRACTOR1 under the AGREEMENT.

NOW THEREFORE, in consideration of these mutual covenants and provisions, the COUNTY, CONTRACTOR1, and CONTRACTOR2 hereby agree to the following:

1. The above recitals are true and correct and are incorporated into this Novation Agreement for all purposes.
2. The PARTIES acknowledge the existence and previous validity of the AGREEMENT between the COUNTY and CONTRACTOR1 as described above. The PARTIES further acknowledge that each PARTY to this Novation Agreement has read and fully understand the AGREEMENT.
3. The PARTIES all mutually agree to form a new contract, which is memorialized exclusively by the terms contained in this Novation Agreement.
4. The parties all mutually agree that this Novation Agreement shall take the place of the AGREEMENT, and that the AGREEMENT is hereby extinguished. A copy of the AGREEMENT is attached hereto and incorporated into this Novation Agreement by reference for the purpose of defining the rights, duties, obligations and responsibilities of CONTRACTOR2 and the COUNTY; and the terms and conditions that applied to CONTRACTOR1 under the AGREEMENT shall now apply CONTRACTOR2.
5. The COUNTY hereby agrees to transfer to CONTRACTOR2 all the rights, duties, obligations and responsibilities that the AGREEMENT attributes to CONTRACTOR1 as of the Effective Date of this Novation Agreement.
6. CONTRACTOR2 hereby assumes all of the rights, duties, obligations and responsibilities of CONTRACTOR1 under the AGREEMENT as of the Effective Date of this Novation Agreement.
7. CONTRACTOR2 hereby agrees that the Equal Opportunity Clause in the AGREEMENT shall be replaced with the following language:

“CONTRACTOR2 agrees to comply with the requirements of all applicable Federal, State, and County laws, Executive Orders, regulations, rules, and ordinances prohibiting and/or relating to discrimination, including, but not limited to, 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.”

8. The COUNTY and CONTRACTOR2 hereby agree that the following language shall be added to the AGREEMENT:

“Legally Required Statement and Provisions Regarding Access to Records for Service Contracts

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

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

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

If under the 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 the AGREEMENT by the County.”

9. CONTRACTOR2 agrees to comply with all the terms and provisions of the AGREEMENT which were applicable to CONTRACTOR1 immediately prior to the Effective Date of this Novation Agreement, and CONTRACTOR2 further agrees to be bound by the terms and conditions of the AGREEMENT in all respects as if CONTRACTOR2 was the original PARTY to the AGREEMENT in lieu of CONTRACTOR1.
10. CONTRACTOR2 represents and warrants that it is either a validly formed and duly existing corporation under the laws of the State of Florida, or that it has a current Certificate of Authority from the Florida Department of State and is authorized to transact business in the State of Florida.
11. The PARTIES all mutually agree that this Novation Agreement is legally binding upon each of them and that this Novation Agreement is legally valid.
12. Pursuant to the AGREEMENT, all notices directed to CONTRACTOR2 are to be delivered in the manner described therein, to:

Name:
Address:
Address:

PROCUREMENT POLICY ATTACHMENT 2B
NOVATION AGREEMENT COUNTY ADMINISTRATOR – SERVICES CONTRACTS

13. The PARTIES each represent as an express term of this Novation Agreement, that each PARTY signing below has the authority to bind the entity for which each signature is purported to represent.
14. By signing below, both CONTRACTOR2 and CONTRACTOR1 represent that CONTRACTOR1 has merged into CONTRACTOR2, that CONTRACTOR1 no longer exists as a separate legal entity for any purposes, and that CONTRACTOR2 has the means and resources to perform the obligations described above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PROCUREMENT POLICY ATTACHMENT 2B
NOVATION AGREEMENT COUNTY ADMINISTRATOR – SERVICES CONTRACTS

IN WITNESS WHEREOF, the PARTIES have executed this Agreement on the date first written above.

Dated this _____ day of _____, 20____ (the “Effective Date”)

COUNTY: HILLSBOROUGH COUNTY,
FLORIDA

BY: _____
Mike Merrill, Hillsborough County Administrator

CONTRACTOR1

CONTRACTOR2

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE

Approved as to form
and legal sufficiency:

COUNTY ATTORNEY

By: _____
Assistant County Attorney

File _____	Approval	Date
Department _____	_____	_____
Procurement _____	_____	_____

**PROCUREMENT POLICY ATTACHMENT 2B
NOVATION AGREEMENT COUNTY ADMINISTRATOR – SERVICES CONTRACTS**

ACKNOWLEDGEMENT OF CONTRACTOR1, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of 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 _____

ACKNOWLEDGEMENT OF CONTRACTOR1, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of 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 _____

ACKNOWLEDGEMENT OF CONTRACTOR1, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of 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.

**PROCUREMENT POLICY ATTACHMENT 2B
NOVATION AGREEMENT COUNTY ADMINISTRATOR – SERVICES CONTRACTS**

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

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

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

**PROCUREMENT POLICY ATTACHMENT 2B
NOVATION AGREEMENT COUNTY ADMINISTRATOR – SERVICES CONTRACTS**

ACKNOWLEDGEMENT OF CONTRACTOR2, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of 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 _____

ACKNOWLEDGEMENT OF CONTRACTOR2, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of 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 _____

ACKNOWLEDGEMENT OF CONTRACTOR2, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of 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 _____

PROCUREMENT POLICY ATTACHMENT 2B
NOVATION AGREEMENT COUNTY ADMINISTRATOR – SERVICES CONTRACTS

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

NOVATION AGREEMENT BETWEEN
HILLSBOROUGH COUNTY,
(CONTRACTOR1)
AND
(CONTRACTOR2)

THIS Novation Agreement, is made and entered into by and between Hillsborough County, Florida, a political subdivision of the State of Florida (the “**COUNTY**”); *(original contractor)* (“**CONTRACTOR1**”); and *(vendor taking over the contract)* (“**CONTRACTOR2**”), which three entities shall be referred to collectively as the “**PARTIES**” and individually as “**PARTY**”.

WITNESSETH

WHEREAS, CONTRACTOR1 was previously selected by the COUNTY as the contractor for such purposes as more particularly described in _____ entitled “_____” *(identify contractual document or authorization)* as modified or amended (hereinafter the “**AGREEMENT**”), a copy of which is attached hereto as Exhibit 1 and is made a part hereof for all purposes;

WHEREAS, _____ *(specify either CONTRACTOR1 or CONTRACTOR2)* has represented to the COUNTY that CONTRACTOR1 has been legally merged with or acquired in whole or in part by CONTRACTOR2, resulting in the merged entity which retains the identity of CONTRACTOR2 for all purposes;

WHEREAS, the COUNTY, CONTRACTOR1 and CONTRACTOR2 each desire to effectuate the purposes described herein in a manner that will ensure continuous and uninterrupted services to the COUNTY as set forth in the AGREEMENT;

WHEREAS, Article/Section/Paragraph _____ of the AGREEMENT provides for the modification and assignment of the AGREEMENT, including the assignment of the obligation thereto;

WHEREAS, CONTRACTOR2 represents that it will comply with the terms of the AGREEMENT which have been applicable to CONTRACTOR1;

WHEREAS, based upon the representations of CONTRACTOR2, the undersigned PARTIES hereto are in agreement that CONTRACTOR2 is the successor in interest to CONTRACTOR1 and that therefore CONTRACTOR2 should replace CONTRACTOR1 as the contractor whose duties are described in the AGREEMENT;

WHEREAS, CONTRACTOR2 agrees to assume all duties, obligation and responsibilities set forth in the AGREEMENT as applicable to CONTRACTOR1, without limitation, upon the Effective Date of this Novation Agreement; and

PROCUREMENT POLICY ATTACHMENT 2C
NOVATION AGREEMENT COUNTY ADMINISTRATOR – COMMODITIES CONTRACTS

WHEREAS, the COUNTY and CONTRACTOR1 agree to extinguish the AGREEMENT and replace the AGREEMENT with this Novation Agreement wherein CONTRACTOR2 shall assume all the rights, duties, obligations and responsibilities that were previously applicable to CONTRACTOR1 under the AGREEMENT.

NOW THEREFORE, in consideration of these mutual covenants and provisions, the COUNTY, CONTRACTOR1, and CONTRACTOR2 hereby agree to the following:

1. The above recitals are true and correct and are incorporated into this Novation Agreement for all purposes.
2. The PARTIES acknowledge the existence and previous validity of the AGREEMENT between the COUNTY and CONTRACTOR1 as described above. The PARTIES further acknowledge that each PARTY to this Novation Agreement has read and fully understand the AGREEMENT.
3. The PARTIES all mutually agree to form a new contract, which is memorialized exclusively by the terms contained in this Novation Agreement.
4. The parties all mutually agree that this Novation Agreement shall take the place of the AGREEMENT, and that the AGREEMENT is hereby extinguished. A copy of the AGREEMENT is attached hereto and incorporated into this Novation Agreement by reference for the purpose of defining the rights, duties, obligations and responsibilities of CONTRACTOR2 and the COUNTY; and the terms and conditions that applied to CONTRACTOR1 under the AGREEMENT shall now apply CONTRACTOR2.
5. The COUNTY hereby agrees to transfer to CONTRACTOR2 all the rights, duties, obligations and responsibilities that the AGREEMENT attributes to CONTRACTOR1 as of the Effective Date of this Novation Agreement.
6. CONTRACTOR2 hereby assumes all of the rights, duties, obligations and responsibilities of CONTRACTOR1 under the AGREEMENT as of the Effective Date of this Novation Agreement.
7. CONTRACTOR2 hereby agrees that the Equal Opportunity Clause in the AGREEMENT shall be replaced with the following language:

“CONTRACTOR2 agrees to comply with the requirements of all applicable Federal, State, and County laws, Executive Orders, regulations, rules, and ordinances prohibiting and/or relating to discrimination, including, but not limited to, 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.”

PROCUREMENT POLICY ATTACHMENT 2C
NOVATION AGREEMENT COUNTY ADMINISTRATOR – COMMODITIES CONTRACTS

8. CONTRACTOR2 agrees to comply with all the terms and provisions of the AGREEMENT which were applicable to CONTRACTOR1 immediately prior to the Effective Date of this Novation Agreement, and CONTRACTOR2 further agrees to be bound by the terms and conditions of the AGREEMENT in all respects as if CONTRACTOR2 was the original PARTY to the AGREEMENT in lieu of CONTRACTOR1.
9. CONTRACTOR2 represents and warrants that it is either a validly formed and duly existing corporation under the laws of the State of Florida, or that it has a current Certificate of Authority from the Florida Department of State and is authorized to transact business in the State of Florida.
10. The PARTIES all mutually agree that this Novation Agreement is legally binding upon each of them and that this Novation Agreement is legally valid.
11. Pursuant to the AGREEMENT, all notices directed to CONTRACTOR2 are to be delivered in the manner described therein, to:

Name:
Address:
Address:
12. The PARTIES each represent as an express term of this Novation Agreement, that each PARTY signing below has the authority to bind the entity for which each signature is purported to represent.
13. By signing below, both CONTRACTOR2 and CONTRACTOR1 represent that CONTRACTOR1 has merged into CONTRACTOR2, that CONTRACTOR1 no longer exists as a separate legal entity for any purposes, and that CONTRACTOR2 has the means and resources to perform the obligations described above.

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PROCUREMENT POLICY ATTACHMENT 2C
NOVATION AGREEMENT COUNTY ADMINISTRATOR – COMMODITIES CONTRACTS

IN WITNESS WHEREOF, the PARTIES have executed this Agreement on the date first written above.

Dated this _____ day of _____, 20____ (the “Effective Date”)

**COUNTY: HILLSBOROUGH COUNTY,
FLORIDA**

BY: _____
Mike Merrill, Hillsborough County Administrator

CONTRACTOR1

CONTRACTOR2

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE

Approved as to form
and legal sufficiency:

COUNTY ATTORNEY

By: _____
Assistant County Attorney

File _____	Approval	Date
Department	_____	_____
Procurement	_____	_____

PROCUREMENT POLICY ATTACHMENT 2C
NOVATION AGREEMENT COUNTY ADMINISTRATOR – COMMODITIES CONTRACTS

ACKNOWLEDGEMENT OF CONTRACTOR1, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of 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 _____

ACKNOWLEDGEMENT OF CONTRACTOR1, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of 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 _____

ACKNOWLEDGEMENT OF CONTRACTOR1, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of 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) _____.

PROCUREMENT POLICY ATTACHMENT 2C
NOVATION AGREEMENT COUNTY ADMINISTRATOR – COMMODITIES CONTRACTS

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

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

ACKNOWLEDGEMENT OF CONTRACTOR2. IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of 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 _____

ACKNOWLEDGEMENT OF CONTRACTOR2. IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of 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 _____

ACKNOWLEDGEMENT OF CONTRACTOR2. IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this (date) _____ by (name of officer or agent, title of officer of 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

**PROCUREMENT POLICY ATTACHMENT 2C
NOVATION AGREEMENT COUNTY ADMINISTRATOR – COMMODITIES CONTRACTS**

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) _____.

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

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

HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS Standard Purchase Order Terms and Conditions

The vendor, in accepting this purchase order, agrees to and shall be bound by all of the following terms and conditions:

1. The content and conditions of this purchase order may not be verbally modified. Any changes must be in writing and approved by the Director of Procurement. If these conditions are not acceptable, please notify the contact listed on the order before shipping the items or delivering services. If prices are higher than specified, do not ship without prior written approval from the Director of Procurement.

2. All invoices, packing lists and packages must include the order number printed on the upper right corner of the purchase order. The vendor must provide a proper invoice by which payment will be processed. In accordance with §218.76(1), Fla. Stat., if an invoice is subsequently determined to be improper, it shall be returned to the vendor. Proper invoices must include:
 - Original invoice.
 - Vendor’s name and address.
 - Vendor’s tax identification number.
 - Vendor’s “remit to” address.
 - Invoice date.
 - Invoice number.
 - Invoice must be billed to “BOCC Hillsborough County Florida.”
 - Correct purchase order number.
 - Description of goods/services purchases, to include quantity and/or hours of work performed.
 - Correct unit price (not to exceed four [4] decimal places), extended price, and total amount due.
 - Shipping date.
 - County department name and/or delivery contact named on the purchase order.
 - Conformance to all other requirements specified in the corresponding contract/agreement.

3. All original invoices for goods and services must be emailed to countyfinanceinvoices@hillsclerk.com or mailed to: County Finance Department, Hillsborough County Clerk of the Circuit Court, P.O. Box 1110, Tampa, Florida 33601. Invoices for construction services may be mailed directly to the requesting department or assigned project manager for review and sign off.

4. Payments will be made upon receipt of a proper invoice in accordance with Florida’s Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. The following payment options are available:

Method	Source	Fee	Remittance/Notice
ACH (Direct Deposit) ¹	Electronic (Bank)	None	Email (Invoice # & Amount)
Check	Paper	None	Stub (Invoice # & Amount)
ePayables	Electronic (Credit Card)	Merchant Services Fee ²	Email or Fax (Invoice # & Amount)

¹Vendor’s bank account information will remain confidential to the extent provided by law and necessary to make ACH payments via direct deposit. Please visit <http://hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents> .

²Merchant services fees are determined by the vendor’s agreement with their Merchant Bank. Fees are generally up to 3%. Please visit <http://hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents> for the ePayables enrollment form.

**PROCUREMENT POLICY ATTACHMENT 3
STANDARD PURCHASE ORDER – TERMS & CONDITIONS**

5. Materials rejected by the County will be returned to the vendor at the vendor's risk and expense. The County shall not be liable or otherwise responsible for any re-stocking charges unless prior written approval has been provided by the Director of Procurement.
6. Cash discounts will be deducted as provided for on the face of this purchase order or in accordance with the terms of the vendor's quotation or bid.
7. Acceptance by the vendor of this order includes acceptance of all items, conditions, prices, delivery instructions and specifications as shown on the order or attached to or referred to, and which are made a part hereof by reference, as fully and to the same extent as if copied at length herein. In the event of a conflict or discrepancy between this purchase order and any referenced contract document, if one exists, the contract document shall govern. The vendor may not unilaterally modify the terms of this purchase order by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the vendor's order or fiscal forms or other documents forwarded by the vendor for payment. The County's acceptance of product or processing of documentation on forms furnished by the vendor for approval or payment shall not constitute acceptance of the proposed modification to the terms and conditions of this purchase order.
8. If this purchase order is a call or release order against a Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA), all terms and conditions of the subject purchase agreement and this purchase order shall apply to the order. The purchase order number, not the purchase agreement number, must be on the invoice.
9. All shipments by the vendor must be F.O.B Destination, unless otherwise authorized in writing by the Director of Procurement. Any F.O.B. Shipping Point freight charges shall be prepaid and added to the invoice and with a copy of the freight bill attached. The County will not accept collect shipments. All stated delivery times are of the essence.
10. In accordance with law, the County reserves the right to cancel all or part of this purchase order prior to acceptance of the goods or services.
11. Vendors are expected to satisfy all purchase orders in one shipment unless otherwise stipulated in the subject solicitation, award, or authorized by the Director of Procurement in writing. Excessive and unauthorized partial shipments may result in vendor debarment or prohibition from doing business with the County.
12. Vendors are not authorized to deliver any goods or services which are not covered by this purchase order. The County accepts no responsibility and is not obligated to render payment for purchases that are not covered by a duly-issued purchase order or specifically authorized by the Director of Procurement or County Administrator. Vendors violating this condition may be subject to debarment or prohibition from doing business with the County in accordance with the County's Procurement Policies and such vendors may forfeit their right to compensation for such deliveries.
13. INDEMNIFICATION (PATENT OR COPYRIGHT): The vendor shall indemnify and 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 all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorney's fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by vendor during or after completion of the Work. These obligations shall survive acceptance of any goods and/or services and payment therefore by the County.

**PROCUREMENT POLICY ATTACHMENT 3
STANDARD PURCHASE ORDER – TERMS & CONDITIONS**

14. **INDEMNIFICATION (GENERAL LIABILITY):** The vendor 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 any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the vendor, or anyone performing any act required of vendor in connection with performance of the Contract awarded pursuant to this order. These obligations shall survive acceptance of any goods and/or services and payment therefore by the County.
15. **INDEMNIFICATION (GENERAL LIABILITY—GOVERNMENTAL AGENCY-VENDORS ONLY):** The County and governmental agency-vendor shall each be liable to the extent permitted by §768.28, Fla. Stat., for the negligent acts, or omissions of their respective officers, employees and agents. Nothing in the foregoing shall be construed as a waiver of sovereign immunity or as consent to be sued by either the County or the governmental agency-vendor.
16. Any dispute or contractual right regarding this purchase order shall be governed by Florida Law. In the event of a lawsuit by the vendor the venue of such lawsuit shall be in Hillsborough County, Florida and the vendor waives whatever rights it has in the selection of venue.
17. The vendor shall have in its possession any applicable permits, licenses, etc. that may be required by Federal, State, County, or local law to furnish products or services under the scope of this purchase order. The vendor shall be in compliance with all zoning and other ordinances in the performance of the awarded contract.
18. **EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION:** The vendor 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. The vendor shall also comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are incorporated herein by reference. Furthermore, Hillsborough County hereby notifies all vendors that Minority Business Enterprises (MBE), Disadvantaged Minority Business Enterprises (DMBE), and Disadvantaged Women Business Enterprises (DWBE) will be afforded a full opportunity to participate in any award made by Hillsborough County and will not be subjected to discrimination on the basis of race, color, sex or national origin.
19. The vendor shall keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the vendor for a minimum of six (6) years from the date of termination of this Contract. 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 period of this contract and during the period of six (6) years thereafter. This six (6) year time period will be extended until audit findings are issued if an audit is initiated during the six (6) year period. Such activity shall be conducted only during normal business hours. The County, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the vendor as concerns the aforesaid records and documentation.
20. **TAXES:** Counties are exempt from Federal Taxes on transportation charges and any Federal Excise Tax (No. 59-6000661). If you are to prepay charges, do not pay tax as County will not reimburse you for taxes paid. The County's Consumers Certificate of Exemption Number is #85-8012622015C-2, effective 11/30/14.

**PROCUREMENT POLICY ATTACHMENT 3
STANDARD PURCHASE ORDER – TERMS & CONDITIONS**

21. Questions concerning delivery of this order should be directed to the department contact shown on the order. For other questions regarding this order, please contact the Procurement Services Department at P.O. Box 1110, 601 E. Kennedy Blvd., 25th Floor, Tampa, FL 33601, procurementservices@HCflgov.net, or (813) 272-5790. Please visit <http://hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents> to view or download the County's Procurement Policy and Procedures Manual.
22. RISK OF LOSS: Until acceptance, risk of loss or damage shall remain with the vendor. The vendor shall be responsible for filing, processing, and collecting all damage claims. When the County rejects a product, the vendor shall remove it from the premises within ten (10) days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the vendor. Rejected product not removed by the vendor within ten (10) days shall be deemed abandoned by the vendor, and the County shall have the right to dispose of it as its own property. The vendor shall reimburse the County for costs and expenses incurred in storing or effecting removal or disposition of rejected product.
23. WARRANTY: The vendor shall provide to the County a one (1) year written warranty: (a) against poor workmanship, for all services rendered by the vendor, (b) for all products, materials or equipment provided by the vendor in the course of providing service to the County, and (c) for all commodities sold to the County. The warranty period shall begin on the date of final completion and/or acceptance by the County.
24. FISCAL NON-FUNDING CLAUSE: This purchase order is subject to funding availability. In the event sufficient budget funds to fund this purchase order become reduced or unavailable, the County shall notify the vendor of such occurrence, and the County may terminate this purchase order, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the vendor. The County shall be the final authority as to the availability of funds and how available funds will be allotted. If this purchase order is funded in whole or in part by federal or state dollars which are reduced or become unavailable, the County shall notify the vendor of such occurrence and the County may terminate this purchase order, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the vendor.
25. ACCESS TO RECORDS: If applicable, vendor shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by vendor in connection with this purchase order.
26. REIMBURSEMENT OF TRAVEL EXPENSES: Travel expenses, if applicable, shall be paid pursuant to the provision of §112.061, Florida Statutes.
27. LEGALLY REQUIRED STATEMENT AND PROVISIONS REGARDING ACCESS TO RECORDS – APPLICABLE TO SERVICES CONTRACTS ONLY

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

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

**PROCUREMENT POLICY ATTACHMENT 3
STANDARD PURCHASE ORDER – TERMS & CONDITIONS**

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

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

- i) Keep and maintain public records required by the County to perform the services.
- ii) Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to the County.
- iv) Upon completion of the contract, transfer at no cost to the County, all public records in possession of the vendor or keep and maintain public records required by the County to perform the service. If the vendor transfers all public records to the County upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor 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 vendor to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this contract by the County.

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 the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, 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 Contract may require changes in the item quantities shown in

**PROCUREMENT POLICY ATTACHMENT 4
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the Contractor's Offer which changes may result in adjustments in the pay quantities which comprise 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 Contract 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:

**PROCUREMENT POLICY ATTACHMENT 4
STANDARD AGREEMENT**

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

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

PROCUREMENT POLICY ATTACHMENT 4
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ATTEST: PAT FRANK
CLERK OF CIRCUIT COURT

COUNTY: HILLSBOROUGH COUNTY
FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN, BOARD OF
COUNTY COMMISSIONERS

ATTEST:

CONTRACTOR

WITNESS

AUTHORIZED CORPORATE OFFICER OR
INDIVIDUAL (SIGN BEFORE NOTARY PUBLIC)

WITNESS

(Printed Name Of Signer)

(Title)

(Phone)

(Date)

PROCUREMENT POLICY ATTACHMENT 4
STANDARD AGREEMENT

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____
(Date) (Name of officer or agent, title of officer or agent)

of _____ a _____ corporation,
(Name of corporation acknowledging) (State or place of incorporation)

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

_____ as identification and did certify to have knowledge of the matters stated
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

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

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

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

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____
(Date) (Name of acknowledging partner or agent)

partner (or agent) on behalf _____ a partnership. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

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

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

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

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____
(Date) (Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

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

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

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