

April 15, 2025



**OPERATIONS DIVISION**  
1202 East Palm Avenue  
Tampa, Florida 33605

## Request for Qualification (RFQ)

Click or tap here to enter text.

### Q & A SESSION

**MANDATORY: CHOOSE AN ITEM.**

Click or tap to enter a date.

Added cover  
page to be used  
as part of the  
submittal packet

### Enter Meeting Microsoft Teams Information

### QUESTIONS DUE DATE

Click or tap to enter a date.

### BID DUE DATE

Click or tap to enter a date.

**THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR RESPONSE.  
THIS COVERSHEET MUST BE SIGNED BY AN AUTHORIZED AGENT.**

COMPANY NAME			
MAILING ADDRESS	CITY,	STATE,	ZIP
FEDERAL EMPLOYERS' IDENTIFICATION NUMBER (FEIN)	E-Verify #		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
PRINTED NAME and TITLE			
AUTHORIZED SIGNATURE		DATE	

**NOTICE:** Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and School Board Rules.

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Included a table of contents to facilitate document navigation. We added T&C and Appendices A-H.

## RFQ REQUIRED SUBMITTAL CHECKLIST

To ensure that the Proposer/Bidder included all the necessary submittals to complete a thorough Proposal evaluation, please use this checklist to make sure you have enclosed all required documents before uploading the Proposal. The following documents must be submitted as part of the Firm's RFQ submission:

- ☐ Request for Qualification and Firms Acknowledgement – Coversheet Page 1
- ☐ Required Submittals Checklist Page 3: Signed and submitted with the Proposal
- ☐ SECTION 7- General Terms and Conditions Signature Page
- ☐ Appendix A - Drug-free Workplace Certification
- ☐ Appendix B - Certification Regarding Debarment, Suspension Ineligibility and Lower Tier Covered Transactions
- ☐ Appendix C – Truth and Accuracy Statement
- ☐ Appendix D – Non-Collusion Affidavit
- ☐ Appendix E - Byrd Anti-Lobbying Amendment Certification
- ☐ Appendix F - Vendor Affidavit Regarding the Use of Coercion for Labor and Services
- ☐ Appendix G- Insurance and Indemnification Requirements
- ☐ Appendix H- Addenda and Bid Form (if applicable)
- ☐ If a Florida Corporation, a screenshot of “ACTIVE” status through [www.sunbiz.org](http://www.sunbiz.org)
- ☐ Copy of certification for proper incorporation or registration from Florida Secretary of State
- ☐ Copy of current Florida Professional Registration Certificates or licenses for general Firm.
- ☐ Design Professionals and Engineers only, **an SF330, Part II Form (page 6 only).**
- ☐ Construction Managers Only, **a Contractor's Qualification Statement** on either an AIA 305 or the District's Form.
  
- ☐ Presentation per section 4. Separate file.

Added submittal checklist that will be included as part of your submittal. This will help track the documents to ensure a complete submission.

\_\_\_\_\_  
Proposer, Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# 1. SECTION 1- PROJECT OVERVIEW and SCOPE OF WORK

The SCHOOL BOARD OF HILLSBOROUGH COUNTY, Florida, announces **Choose an item.** services will be required for the following project(s):

Project Number	Site	Anticipated Scope of Work	Requirement		Design / Construction		
			Design	CM	Start	Complete	Budget

Scope of work to be more comprehensive.  
Example below.

SCOPE OF WORK OR SERVICES:

Hillsborough County Public Schools (“HCPS”) hereby issues this competitive solicitation (“Request for Qualification,” “RFQ,” or “solicitation”), in accordance with the requirements of section 287.055, Florida Statute, to announce that HCPS is accepting proposals from all qualified firms or individuals interested in providing **Choose an item.** services. The proposal must demonstrate by their qualifications, experience, availability, approach, and work plan that they will best serve the overall needs of HCPS.

[Click or tap here to enter text.](#)

HCPS requires the services referenced above for a **new construction** project for Middle School “VV” 1700 Block of West Lake Drive, Wimauma, FL. This Construction project will provide new facilities meeting Hillsborough County Public Schools’ Design Guidelines and educational program requirements.

## Objectives

- Design a modern, sustainable school building that supports innovative teaching and learning.
- Ensure the project is completed on time and within budget.
- Maintain high standards of safety and quality throughout the construction process.

## Architectural Services

### 1. Pre-Design Phase

- Conduct site analysis and feasibility studies.
- Develop a project schedule and budget estimate.
- Engage with stakeholders to gather requirements and feedback.

### 2. Design Phase

- Create schematic designs, design development documents, and construction documents.
- Ensure designs comply with all relevant codes and regulations.
- Present design concepts to the school district and incorporate feedback.

### 3. Bidding Phase

- Assist in the preparation of bid documents.
- Evaluate bids and recommend contractors.
- Conduct pre-bid meetings and answer bidder inquiries.

### 4. Construction Phase

- Provide construction administration services.
- Conduct regular site visits to monitor progress and quality.
- Review and approve contractor submittals and change orders.

## **Construction Management Services**

### **1. Pre-Construction Phase**

- Develop a detailed project schedule and budget.
- Coordinate with the architect and other stakeholders.
- Identify and mitigate potential risks.

### **2. Construction Phase**

- Oversee all construction activities to ensure compliance with plans and specifications.
- Manage subcontractors and suppliers.
- Conduct regular progress meetings and provide updates to the school district.

### **3. Post-Construction Phase**

- Ensure completion of all punch list items.
- Coordinate final inspections and obtain necessary certifications.
- Provide project closeout documentation, including as-built drawings and warranties.

## **Deliverables**

- Detailed project schedule and budget.
- Schematic designs, design development documents, and construction documents.
- Regular progress reports and meeting minutes.
- Final project closeout documentation.

The estimated construction cost is **\$65,000,000**.

Following an evaluation of the submitted documents, the HCPS Selection Committee will conduct in-person interviews with the highest-scoring firms per the information guidelines provided in the Project Information Packet.

Project clarifications will be addressed during the Q&A Session at **9:00 AM on Wednesday, July 17, 2024**, via the TEAMS platform. Further details are provided on the RFQ cover page.

All questions concerning this solicitation will only be accepted through the VendorLink System to ensure all interested parties receive the same information. The question period will remain available after the Q&A Session until **the question due date**.

**NOTE: Only firms who have staff members with a track record of successfully designing and constructing state of the art educational facilities should submit for this project.**

## 2. **SECTION 2 - SELECTION SCHEDULE**

Click or tap here to enter text.

No Change.

<b>ARCHITECTURAL/ENGINEERING SERVICES</b>	
<b>ACTIVITY</b>	<b>DATES</b>
Legal Announcement begins	Day, Date
Question and Answer (Q&A) Session	Time a.m./p.m., Day, Date
Responses to Announcement are due	Time a.m./p.m., Day, Date
Selection Committee evaluates submittals	Time a.m./p.m., Day, Date
Selection Committee reports preliminary ranking	NLT Day, Date
Selection Committee interviews finalists	Time a.m./p.m., Day, Date
Selection Committee reports final ranking	NLT Day, Date
Staff negotiates agreement terms with selected firms	NLT Day, Date

<b>CONSTRUCTION MANAGEMENT SERVICES</b>	
<b>ACTIVITY</b>	<b>DATES</b>
Legal Announcement begins	Day, Date
Question and Answer (Q&A) Session	Time a.m./p.m., Day, Date
Responses to Announcement are due	Time a.m./p.m., Day, Date
Selection Committee evaluates submittals	Time a.m./p.m., Day, Date
Selection Committee reports preliminary ranking	NLT Day, Date
Selection Committee interviews finalists	Time a.m./p.m., Day, Date
Selection Committee reports final ranking	NLT Day, Date
Staff negotiates agreement terms with selected firms	NLT Day, Date

### 3. **SECTION 3 - SELECTION PROCESS**

#### **GENERAL**

Florida Statute 287.055, "Consultant's Competitive Negotiations Act" (CCNA), professional services of architects, engineers, land surveyors, design/builders be procured.

[District Policy 6330](#) conforms with the Consultants' Competitive Negotiations Act, intended to advance the public interest by identifying and selecting the best value.

[District Policy 6320.02](#) - Please reference the link for policies related to the selection process.

No change to the process. Just added language to help clarify the focus of each phase. Phase 1 -Focus on Firm (why is your firm the best one for the project). Phase 2- Focus on assigned Project Team.

#### **ANNOUNCEMENT**

On occasions, when professional services may be required, these services will require the publication of a legal notice in various local newspapers.

The advertisement will include:

- a general description of each work activity
- project scope
- project budget, if available
- instructions detailing how additional information may be obtained,

Additional information will include the submission requirements for consideration and the specific criteria on which submissions will be evaluated.

#### **COMPETITIVE SELECTION**

The competitive selection process involves **two** successive review phases.

1. Phase 1 review is focused on the firms submitted materials, references and past experience. Sub-consultants and project staff assignments shall be identified in the submitted materials. Specific submittal requirements are located in **Section 04 – Standardized Submittal Criteria** of this packet.

During the Phase I review, the HCPS Selection Committee shall evaluate, in a uniform and consistent manner, each applicant's submitted materials. For each applicant, the committee shall:

- Evaluate the materials submitted and/or on file from each applicant.
  - At the committee's discretion, review references provided to evaluate prior experiences of each firm.
  - Review performance evaluation data on file and/or discuss with District staff the applicant's prior performance.
  - Generate and report a score for each submittal. (The score sheet, including criteria and associated weights, can be found in **Section 05 – Evaluation Criteria Score Sheet** of this packet. Actual scoring for Phase1 is completed in person by HCPS Selection Committee members.
2. Scores from Phase 1 shall be used to identify firms to be invited for a Phase 2 review. A minimum of **three (3)** of the highest-scoring firms from Phase 1 shall be short-listed and invited to meet with the HCPS Selection Committee for Phase 2.

FS 287.055 (4)(a) states that the agency procuring professional services “...may require public presentations by no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.”

Phase 2 of the evaluation process is accomplished through presentations and interviews of firm representatives from the finalists identified in Phase 1 of the review, focusing on the proposed Teams **approach, qualifications, and abilities** for each of the invited firms. Guidelines for Phase 2 interviews are located in **Section 06 – Presentations and Interviews** of this packet.

At the conclusion of Phase 2 presentations and interviews, the scores of the HCPS Selection Committee will be tallied to produce a ranked list of all interviewed firms (see **Section 04 – Standardized Submittal Criteria**).

## COMPETITIVE NEGOTIATION

Contract negotiations will be held with the top-ranked firm from Phase 2. The goal of the negotiations will be to establish a level of fair compensation for the services identified in the standardized contract documents. Compensation shall be consistent with that paid on comparable projects.

Factors affecting compensation of firms relate to the size and complexity of the proposed project. The complexity of the project is defined by the Owner, using the [fee calculation](#) method provided by the Department of Management Services (DMS). This calculator is used as a tool to determine the Design Professionals (Architect-Engineer) fee. This project has been determined to have a design Complexity Group Definition of “\_\_\_”. HCPS uses a fixed percentage scale for [Construction Manager fees](#).

At the conclusion of successful contract negotiations and upon the generation of appropriate design documents, a **Guaranteed Maximum Price (GMP) Amendment** will be presented to the School Board for approval.

## CONTRACT

All consultant agreements shall be based on the [standard contract documents](#) prepared by the District. Contracts will strictly follow the form in the contract templates included in the [District Standards](#). All contract document forms have been reviewed and approved by the Board’s attorney prior to use.

**Any deviations from the standard contract language must be articulated in the firm’s initial Phase I presentation (under the Project Management portion of their submission) and will be assessed as part of their proposal during the evaluation process.**

## PROJECT MANAGEMENT EXPECTATIONS

HCPS places a great deal of emphasis on successful design and project management.

To this end, change management, cost controls and timely scheduling are critical to the success of projects.

- Communication between HCPS and the firm’s staff is expected to be timely and clear.
- Changes to agreed-upon scope, budget or costs should be communicated as quickly as possible and in accordance with the terms of the contract.
- As stewards of taxpayer funds, HCPS relies upon the firms it does business with to control the costs of its projects and ensure that these costs are reasonable and fair.
- The timely completion of projects is paramount to our continued operations.

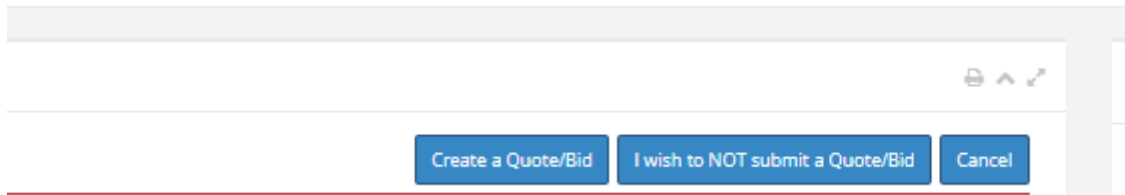


## 4. SECTION 4 - SUBMISSION INSTRUCTIONS PHASE 1

All HCPS solicitations are required to be submitted electronically through [VendorLink](#).

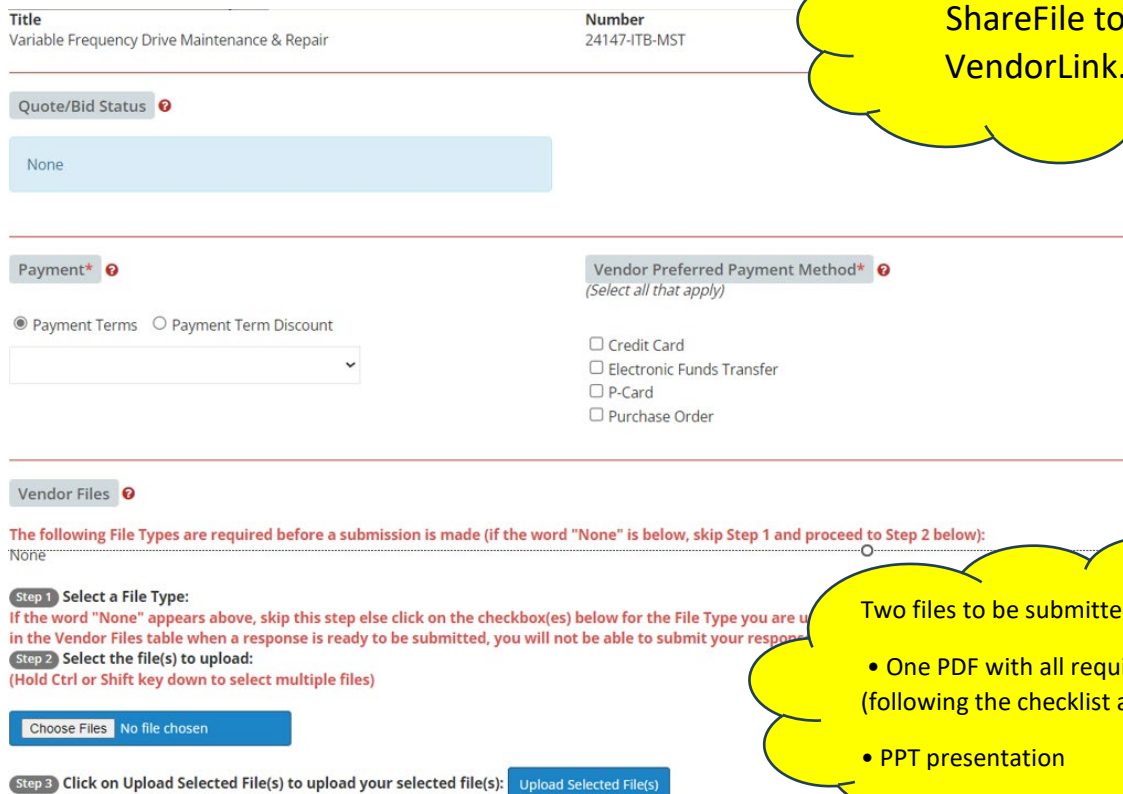
- A. Solicitations posted in [VendorLink](#) will have the following options at the top right of the page.

Select "Create a Quote/Bid"



The screenshot shows a web interface with three buttons at the top right: "Create a Quote/Bid", "I wish to NOT submit a Quote/Bid", and "Cancel". The "Create a Quote/Bid" button is highlighted in blue.

- B. This will bring you to the following screen: (Note: This is a sample)



The screenshot shows a form with the following sections:

- Title:** Variable Frequency Drive Maintenance & Repair
- Number:** 24147-ITB-MST
- Quote/Bid Status:** None
- Payment:** Radio buttons for "Payment Terms" (selected) and "Payment Term Discount". A dropdown menu is below.
- Vendor Preferred Payment Method:** (Select all that apply) with checkboxes for "Credit Card", "Electronic Funds Transfer", "P-Card", and "Purchase Order".
- Vendor Files:** A section with a red warning message: "The following File Types are required before a submission is made (if the word 'None' is below, skip Step 1 and proceed to Step 2 below):". Below this, there are three steps:
  - Step 1:** Select a File Type: "None" is selected.
  - Step 2:** Select the file(s) to upload: (Hold Ctrl or Shift key down to select multiple files). A "Choose Files" button is shown with "No file chosen".
  - Step 3:** Click on Upload Selected File(s) to upload your selected file(s): An "Upload Selected File(s)" button is shown.

Two yellow callout boxes provide additional information:

- Changed from ShareFile to VendorLink.**
- Two files to be submitted:**
  - One PDF with all required forms (following the checklist as a guide).
  - PPT presentation

Be sure to Upload all files requested in the Project Information Packet. Typically, this includes at least:

- (1) Response packet with all required signed documents inclusive of the Firm's Acknowledgement form (coversheet page 1) and checklist page 3 with all required documents following.
  - (a) Terms and Condition Signature page with all appendices.
  - (b) **Legible image of the license(s) or certification(s) held by the applicant** for the specific work category being sought.

- (c) For Design Professionals and Engineers Only, in addition to, and separate from the presentation file, **an SF330, Part II Form (page 6 only)** must be submitted. This document is located in VendorLink and should be completed and uploaded with a file name that reflects the form name and the firm submitting (e.g., SF330-BOBSENGINEERING).
- (d) For Construction Managers Only, in addition to, a Contractor's Qualification Statement on either an AIA 305 or the District's Form must be submitted. This document is located in VendorLink and should be completed and uploaded with a file name that reflects the form name and the firm submitting (e.g., CQS-BOBSENGINEERING).

(2) PowerPoint, Flash, HTML or other similar formats of the presentation.

- a) Individual presentation files **should not** auto-start.
- b) However, presentations **must be self-running** once executed. Self-running presentations are exempt from any limitation on page count or file size, provided the total running duration is not more than four (4) minutes. **Presentations that exceed four (4) minutes, from start to finish, will be disqualified.**
- c) Presentations must clearly identify the projects/areas of expertise/work categories of the firm, as well as the name, title, e-mail address and phone number of the best point of contact for any questions or follow-up about the submission.
- d) Presentations shall not be interactive and shall not require any form of input from the viewer.
- e) Presentations must include a **title slide** identifying **the firm name** and project being sought.
- f) As part of the presentation, include a single summary page for each of the evaluation criteria categories that recaps each category. **Please reference Sample Summary Slides to ensure consistent information is provided.**
- g) The summary pages should be read from the non-summary images section. Each summary page should contain necessary information for the reviewer to complete the topic.

Added reference to Sample Summary Slides to improve consistency on submittals. This will aid in the evaluation process.

In reviewing the submissions, this Selection Committee will also be prepared to determine whether a Construction Management (CM) or Design Professional (DP) Firm possesses the credentials to be added to the district's current Continuing Services Consultant list. Responding CM and DP firms, who are not already on the list and wish to be considered for continuing services status, should so state under the "Recent Volume of Work with HCPS" section of their submittal.

- C. Once you upload all documents, you must select the "submit" button. You will receive a confirmation email from VendorLink. Please read the email to ensure your documents were properly uploaded.

Subject: Quote/Bid for Solicitation # 1111111 has been saved as SUBMITTED.

From: "[vendorlink@ocps.net](mailto:vendorlink@ocps.net)" <[vendorlink@ocps.net](mailto:vendorlink@ocps.net)>

Date: 12/17/19 7:49 pm

To: "[bids@evendorlink.com](mailto:bids@evendorlink.com)" <[bids@evendorlink.com](mailto:bids@evendorlink.com)>

A Quote/Bid for Solicitation # 1111111 has been saved as SUBMITTED at 12/17/2019 7:49:39 PM.

Number of Documents Submitted: 3

vlsuppvendors.xlsx

vlsuppvendors2 1.xlsx


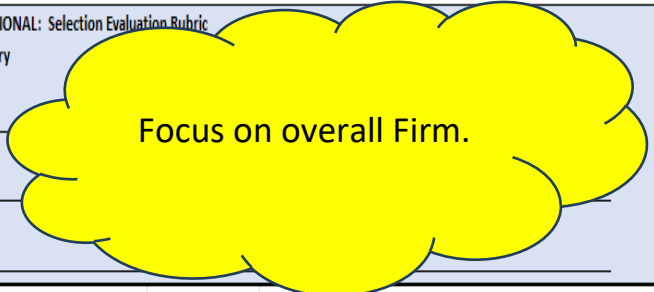
VENDORLink vlquotebiditems.xlsx

D. It is the sole responsibility of the Proposer to allow adequate time to upload and ensure timely submission of their proposal on VendorLink.

- Contact [support@evendorlink.com](mailto:support@evendorlink.com) with any issues in submitting response.
- Submittals sent by mail, facsimile, electronic mail, telephone, or any other means than through VendorLink will not be accepted.

[INTENTIONALLY BLANK]

## 5. SECTION 5- EVALUATION CRITERIA SCORE SHEET-Phase 1

		CONSTRUCTION MANAGEMENT/DESIGN PROFESSIONAL: Selection Evaluation Rubric Phase 1 Summary							
Project Name: _____		Applicant Name: _____							
Date: _____									
Category	Explanation	Look Fors	Weighting	Exceeds Expectation (1.0)	Satisfactory (.75)	Marginal (.50)	Below Standard (.25)	Unsatisfactory (0.0)	Score
Firms Resume:	Experience of the firm on projects similar in size, scope, and budget based on scope of work	1) Experience in K12 education construction 2) Similar size and scope of firm projects 3) Clear local presence of firm and proximity to district 4) Positive references or recommendations from other clients	33						0
Proposed Project Staff:	Experience and ability of proposed project staff to successfully manage the project	1) Project staff have worked on K12 education projects 2) Equitable distribution of work that allows proposed staff to devote adequate time and attention to project 3) Rationale for the selection of chosen staff for the project	33						0
Project Management:	Demonstrated ability to control costs, manage scheduling, and complete project close-out in a timely and fiscally responsible manner	1) Evidence of cost control strategy implementation on previous projects 2) Evidence of communication about delays, unanticipated challenges, and resolution strategies 3) Clear process description for project close-out 4) Project evaluation forms from HCPS or 3 external projects	22						0
Recent Volume of Work with HCPS:	Provide evidence of the firm's recent work with HCPS including comparable projects, cost, and completion data	1) List of projects awarded by date and GMP as well as billing/payments for the most recent three years 2) For CMs, a recently dated (after project solicitation date) letter from a bonding company indicating the single and aggregate project values they are willing to bond	12						0
TOTAL			100						0

[INTENTIONALLY BLANK]

## 6. SECTION 6 - PRESENTATIONS & INTERVIEWS- PHASE 2

**Oral presentations** and **interviews** by short-listed firms will be required.

Focus on project team.

The **final ranking of the short-listed firms** will be based solely on the scoring information from the first review (Phase 1) will be used.

FS 287.055 (4)(a) states that the agency procuring professional services by *no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.*"

The project team for each short-listed firm will **clearly address the following criteria** during the course of their presentation, with focus on how the team will:

- **Project Approach**—Describe how the proposed Team has approached similar projects and how they will approach this project in particular. Included in this packet is a suggested schedule for completion of design and construction. Your proposed Team should discuss how they will successfully complete this project within the given time frame. They should include a discussion of innovative, well-managed and cost-effective solutions that are unique to their approach.
- **Staff Qualifications**—Emphasize the strengths of the selected staff including their past experience and performance on similar K-12 education projects. Provide assurance of the staff's available time to devote to the project; and give a rationale for why the proposed staff were selected for this project.
- **Teams Ability**—Demonstrate that your proposed staff has the resources to accomplish this work, maintain ongoing communication and successfully manage the project to completion. Provide specific details regarding the experience and skills of the **team, including** its consultants/subcontractors.

Category	Weighting	Exceeds Expectation	Satisfactory	Marginal	Below Standard	Unsatisfactory	Score
PROJECT APPROACH	33.4%	1.0	0.75	0.50	0.25	0.0	0.0
STAFF QUALIFICATIONS	33.3%	1.0	0.75	0.50	0.25	0.0	0.0
FIRM'S ABILITY	33.3%	1.0	0.75	0.50	0.25	0.0	0.0
							0.0

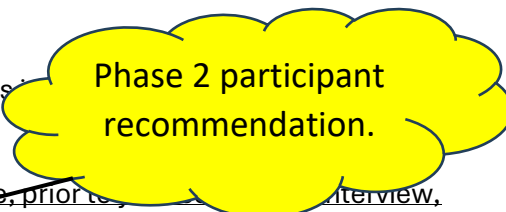
Firms are encouraged to provide **any additional information** that is believed to be valuable to the HCPS Selection Committee in their efforts to hire the most qualified team.

Remember, the presentations are more about showcasing the proposed team and less about past corporate projects or your company overall. The focus of the presentation should be the team's strengths and capabilities with recognition of the challenges posed by the project. There should be a clear effort to demonstrate why utilizing your proposed team would be in the best interest of HCPS.

Presentations will take place at:

Hillsborough County Public Schools  
Operations Division  
Velasco Student Services Center  
1202 E. Palm Avenue, 2<sup>nd</sup> Floor  
Tampa, Florida 33605

Presentation **audio-video equipment** will be readily available to firms. This includes a projection screen, and audio.



Phase 2 participant recommendation.

We encourage all short-listed firms to make an appointment with our office, prior to the interview, to ensure your thumb drive presentation runs correctly and is formatted properly to fit our projection screen.

There will be as many as **seven (7)** members of the Selection Committee present to hear each presentation. Space will be limited. It is recommended that only key personnel assigned to this project be present for the Phase 2 presentations/interviews and actively engage in the interview process.

Presentations are scheduled in **twenty-five (25) minute intervals.**

Within this schedule, the setup and presentation itself is limited to **eighteen (18) minutes.**


Presenters are advised that the committee will take **five (5) minutes** to pose questions immediately following the **eighteen (18) minute** presentation. Replies to questions should be made in a concise manner.

All firms making presentations to the HCPS Selection Committee are required to provide **an electronic copy of their presentation** that will be archived by HCPS.

**All presentations are public records.** Any person requesting copies of these presentations as part of a public records request must provide the media onto which the files should be copied.

[INTENTIONALLY BLANK]

Hillsborough County Public Schools	Example	PRELIMINARY PROJECT SCHEDULE
------------------------------------	---------	------------------------------



Example

Hillsborough County Public Schools	Example	PRELIMINARY PROJECT SCHEDULE
------------------------------------	---------	------------------------------

<b>Program Verification &amp; Preliminary site and building design</b>		<b>4 weeks</b>	9/23/24 - 10/18/24																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								

## 7. SECTION 7 - GENERAL TERMS AND CONDITIONS:

Added T&C

The following General Terms and Conditions are incorporated and apply to all Hillsborough County Public Schools (HCPS)-issued competitive solicitations and to each purchase order (PO) issued by HCPS for the purpose of acquisition. HCPS shall deem that each organization or entity (the "Bidder") submitting a Bid (Bid), to have assented to these non-negotiable conditions by the act of responding to this competitive solicitation (solicitation) and acceptance of a request for purchase via duly issued purchase order (PO). Prior to the solicitation due date. During the active solicitation process, HCPS may incorporate additional conditions, without limitation, referenced as Addendum, Attachment, Appendix, or Exhibit. Any conflict in terms of any additional conditions, and any HCPS-issued addenda will require the following descending order of precedence: addenda, answers to questions on [www.myvendorlink.com](http://www.myvendorlink.com), appendix, attachment, exhibition, and the solicitation. HCPS may reject all Bids that fail to accept these terms and conditions as "non-responsive."

**Cone of Silence:** Board Policy 6320, Procurement: <https://web.hillsboroughschools.org/policymanual/prohibits> any communication regarding an active solicitation between any HCPS employee or Board member and any third party, representative, or lobbyist of that party, in effect from the time of the release of this RFQ until an agreement is signed by HCPS or awarded by the Board, whichever occurs first.

### 7.1 LEGAL REQUIREMENTS

The Contractor must be knowledgeable of and in compliance with all applicable federal, state, county, and local laws, ordinances, rules, regulations, and Board Policy (<https://web.hillsboroughschools.org/policymanual/>) that may affect the provision of commodities and contractual services covered herein. The Contractor's lack of knowledge shall not be a cause for relief from responsibility.

**7.1.1 Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida other than its conflict of laws principles. The parties agree that if any suit or proceeding is brought in connection with this Agreement, such suit or proceeding shall be brought in the state or federal courts located in Hillsborough County, Florida, and the parties shall submit to the exclusive jurisdiction of such courts and waive any and all jurisdictional, venue, and inconvenient forum objections to such courts. Each party shall be responsible for its own attorneys' fees and costs incurred because of any action or proceeding under this Agreement.

**7.1.2 The Jessica Lunsford Act (JLA).** Per §§ 1012.465 and 1012.467, Florida Statutes, the "Jessica Lunsford Act," a Contractor who meets any of the three (3) criteria, (i) be at school when students are present, (ii) have direct contact with students, or (iii) have access to or control of school funds must be Level II fingerprinted and Florida Department of Law Enforcement (FDLE)/Federal Bureau of Investigations (FBI) screened by the HCPS Professional Standards Department, or where designated by HCPS. Those Contractor's employees are required to be in possession of the statewide JLA (blue) badge and the HCPS (yellow) badge to access HCPS sites. Site personnel will deny access to a Contractor who violates this requirement. The following exemptions may apply:

- A law enforcement officer, as defined in § 943.10 (1), if assigned or dispatched to HCPS grounds by their employer.
- An employee or medical director of an ambulance provider licensed pursuant to Chapter 401, who is providing services within the scope of part III of Chapter 401 on behalf of such ambulance provider.
- Non-instructional contractors who remain at a site where students are not permitted if the site is separated from the remainder of the school grounds by a single chain-link fence of 6 feet in height.
- Non-instructional contractors who provide pick-up or delivery services and those services involving brief visits on school grounds when students are present.



**7.1.3 Protest.** Any protest concerning bid specifications, a decision, or intended decision pursuant to this solicitation shall be made in accordance with § 120.57(3), Florida Statutes. and Board Policy chapter 6320 (Bid Protest). Questions to Operations Division, Board members, or any HCPS employee shall not constitute formal notice of a protest. HCPS shall post Board recommendations and tabulations for this solicitation on [www.myVendorLink.com](http://www.myVendorLink.com). It shall be the sole responsibility of each Proposer to review this solicitation on VendorLink. HCPS will not mail tabulations, recommendations, or notices.

A Proposer who wishes to file a bid protest must file the notice and follow procedures prescribed by § 120.57(3), Florida Statutes, for resolution shall file a Notice of Intent to Protest, in writing, within 72 hours after the solicitation document is posted or after the notice of decision is posted, respectively, excluding Saturdays, Sundays, and state holidays. For solicitations by the Operations Division, the notice must be filed with the Operations Division, 1202 East Palm Avenue, Tampa, FL 33605.

Any person who files an action protesting a decision or intended decision pertaining to a solicitation pursuant to § 120.57(3)(b), Florida Statutes, shall post, at the time of filing the formal written protest that states, with particularity, the facts and law upon which the protest is based. A bond, payable to the Board, in the amount of five percent (5%) of the lowest accepted bid for all other projects, conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing. If at the hearing the Board prevails, it shall recover all costs excluding attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the Board all costs excluding attorney's fees.

Failure to file a protest within the time prescribed in § 120.57(3) b, Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**7.1.4 Florida Department of State, Division of Corporations Registration Requirements.** Proposers that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number and written documentation of “active” status. All registered proposers must have an active status to be eligible to do business with HCPS. Proposers doing business under a fictitious name must submit their proposal using the company’s complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit [www.Sunbiz.org](http://www.Sunbiz.org).

**7.1.5 Fair Labor Standards Act (“Hot Goods”).** The proposer certifies that the production of the provided commodities and contractual services shall be compliant with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

**7.1.6 Student Confidentiality.** Any records, materials, documents, or other objects containing confidential information, and copies thereof, obtained by the Contractor during the provision of commodities and contractual services for HCPS are confidential and shall not be used or disclosed in any manner by the Contractor, except as allowed by applicable law and regulations and the policies and practices of HCPS. Notwithstanding the policies and practices of HCPS, in no event shall the Contractor use or disclose confidential information in violation of the Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act (FERPA), Americans with Disabilities Act (ADA), Family and Medical Leave Act (FMLA), or other applicable laws or regulations. After the termination of the contract with HCPS, the Contractor shall not use or disclose the contents of such confidential information for any purpose whatsoever, except as may be required by law if the Contractor must first furnish prompt notice thereof to HCPS to permit HCPS an opportunity to contest such disclosure. The Contractor agrees to not remove from HCPS premises, except as a contractor, acting on behalf of HCPS and in pursuit of the business for HCPS or except as authorized or directed by HCPS, any records, materials, documents, or objects containing or reflecting any confidential information. The Contractor recognizes that all such documents

and objects, whether developed by the Contractor or someone else, are the exclusive property of HCPS. Upon contract expiration, or at any other time upon request by HCPS, and at the sole discretion of HCPS, the Contractor shall promptly deliver to HCPS all documents and records which are in the Contractor's possession or control and which are confidential information as defined in this contract. The Contractor's failure to comply with the provisions of this contract pertaining to confidential information is a breach of this contract and may result in the termination of the contract and further legal action against the contractor. The provisions of this contract pertaining to confidential information shall survive termination of the contract between HCPS and the Contractor. The Contractor shall be solely responsible for any claims, damages, costs, and expenses, including reasonable attorney fees incurred by HCPS because due to the Contractor's breach of the confidentiality provisions of this contract. The contractor further agrees that HCPS may obtain injunctive or other equitable relief in a court action to restrain a further breach of this contract or to prevent unauthorized uses or disclosures of confidential information by the Contractor.

**7.1.7 Tax Exemption.** HCPS is exempt from federal and state taxes for tangible personal property. HCPS' State Sales Tax Exemption Number is 85-8012621971C-8 and the Federal Excise Tax Exemption Number is 59 72-0088 K. Note, the contractor cannot claim exemption from taxes for materials to fulfill its contractual obligations to HCPS. HCPS shall not authorize the use of HCPS' tax exemption number to purchase such materials.

**7.1.8 Public Records Laws.** The Contractor acknowledges that this contract and all documents submitted to The School Board of Hillsborough County, Florida related to this contract are a matter of public record and are subject to the State of Florida Public Records Law Chapter 119, Florida Statutes, Art. I s. 24 of the State Constitution and any other comparable federal laws. The Contractor further acknowledges that HCPS may post this contract on The School Board of Hillsborough County, Florida website. The Contractor also understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. If the Contractor is acting on behalf of HCPS pursuant to § 119.0701, Florida Statutes, the Contractor shall:

- keep and maintain public records that ordinarily and necessarily would be required by HCPS to perform the service, and
- provide the public with access to public records on the same terms and conditions that HCPS would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. or as otherwise provided by law, and
- ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and
- meet all requirements for retaining public records and transfer, at no cost, to HCPS all public records in possession of the contractor upon the termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, and
- can provide all electronically stored records in a format that is compatible with the HCPS information technology system.

**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 HCPS OFFICE OF COMMUNICATIONS AT PHONE: (813) 272-4060, EMAIL: PRR@HCPS.NET, 901 E. KENNEDY BOULEVARD, TAMPA, FLORIDA 33602.**

**7.1.9 Discrimination.** The Contractor shall comply with all applicable laws, ordinances, codes, and statutes of all local, state, or national governing bodies included within this section. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part.

**7.1.10 Equal Employment Opportunity:** HCPS is committed to assuring equal opportunity in the award of contracts and therefore complies with all laws prohibiting discrimination based on race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, gender identity or expression, genetic information, or any other reason prohibited by law.

**7.1.11 Statement of Assurance.** The Contractor must comply with the regulations of Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992, in which no person in the United States shall on the grounds of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status be excluded from participation in or be denied the proceeds of or be subject to discrimination in the performance of this contract. Also, all the funds, services, materials, property, etc. inclusive in the contract shall not be used in the performance of any partisan political activity or to further the election or defeat of any candidate for public office.

**7.1.12 Americans with Disabilities Act.** Any Proposer submitting a proposal to HCPS for the provision of commodities and contractual services may not exclude any person(s) from participating in; deny any person(s) the proceeds or benefits of; not otherwise subject any person(s) or subcontractors to any form of discrimination based on grounds of race, creed, color, national origin, age, sex, or disability. All contractors and subcontractors providing commodities and contractual services must comply with the pertinent portion of the Americans with Disabilities Act of 1990, Public Law 101-336.

**7.1.13 Vendor Sanctions.** The Proposer certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility, and voluntary exclusion. HCPS may, by written notice to the Contractor, immediately terminate this contract if HCPS determines that the Contractor has been disbarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

**7.1.14 Public Entity Crimes. Per section §287.133(2)(A) and 287.134, Florida Statutes, and Rule 60A1.006 (1), F.A.C.,** "A person or affiliate who has been placed on the convicted vendor(s) list following a conviction for a public entity crime may not submit a Bid on a contract to provide any commodities and contractual services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a vendor(s), supplier, subcontractor(s) 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 Florida Statute 287.01 7 for category two (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor(s) list."

**7.1.15 Bankruptcy.** At the time of Proposal submission, the Proposer shall not be in the process of or engaged in any type of proceedings relating to insolvency or bankruptcy, either voluntary or involuntary or receivership proceedings. If Proposer is awarded a contract for one (1) year or longer, and files for bankruptcy, insolvency, or receivership thereafter, HCPS may, at its option, terminate the contract.

**7.1.16 Scrutinized Companies Lists/Business Operations in Cuba or Syria.** Per the provisions of § 287.135, Florida Statutes, a company that, at the time of bidding or submitting a Proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to § 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a Bid for, or enter into or renew a contract with an agency or local governmental entity for commodities and contractual services exceeding one million dollars. The Bidder certifies by submission and signature of this Proposal that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List or has been engaged in business operations in Cuba or Syria. Any contract for commodities and contractual services of \$1,000,000 or more may be terminated at the option of the awarding body if the company is found to have submitted a false certification or been placed on either of these lists or been engaged in business operations in Cuba or Syria.

## **7.2 HCPS' RIGHTS**

This solicitation will comply with all applicable HCPS policies, and federal, state, and local laws. HCPS reserves the right to qualify Proposals that HCPS deems to meet the qualifications listed in this solicitation. HCPS is therefore not bound to accept a Proposal solely based on the lowest price. In addition, HCPS at its sole discretion, reserves the right to cancel, recall, or reissue all, or parts of the solicitation, to reject any Bid, to waive any formality and irregularity, or to re-advertise the identical or revised specifications. HCPS may investigate the qualifications of any Bidder under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the services described in this solicitation. Furthermore, HCPS reserves, but is not limited to, the following rights:

- A Proposer's past performance may be used in the evaluation of this solicitation.
- Reject any or all the Proposals; and
- issue a subsequent solicitation for the same statement of work; and
- cancel the entire solicitation; and
- remedy solicitation errors; and
- reduce the scope of work (if deemed in HCPS' best interest and at HCPS' sole discretion); and
- appoint evaluation committees to review Proposals; and
- seek the assistance of technical experts to review Proposals; and
- approve or disapprove the use of subcontractors and suppliers; and
- award a contract to one or more (or none) of the Proposers; and
- accept other than the lowest priced Proposal; and
- waive informalities and irregularities in Proposals; and
- award a contract without discussions or negotiations; and
- disqualify proposals upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer; and
- this RFQ does not commit HCPS to enter into a contract nor obligate HCPS to pay for any costs incurred in the preparation and submission of proposals or in anticipation of a contract.

**7.2.1 Submittal Confidentiality.** Pursuant to § 119.071(1) (b) 2 Florida Statutes, proposals received by HCPS pursuant to a competitive solicitation are exempt from § 119.07 (1) and 24 (a), Art. I of the State Constitution until HCPS provides notice of an intended decision or until thirty (30) days after receipt of the proposals, whichever is earlier. All proposal evaluation meetings and discussions with the Proposer shall be subject to § 286.0113, Florida Statutes.

**7.2.2 Submittal Rejection.** HCPS, at its discretion, may reject any, or part(s) of any proposal; advertise, postpone, or cancel, at any time, the competitive solicitation process, or waive any irregularities in the solicitation in the proposal received. HCPS also reserves the right to request clarification of information from any Proposer.

**7.2.3 Right to Audit Provisions.** The Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, subcontractor's files, and any other supporting evidence necessary to substantiate payments, and income related to this contract (records) shall be open to inspection and subject to audit and reproduction, during normal working hours, by an HCPS authorized representative to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the Contractor or any of their payees pursuant to the execution of the contract. Such records subject to the examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this contract.

For such audits, inspections, examinations, and evaluations, the HCPS authorized representative shall have access to the records from the effective date of this contract, for the duration of the work, and until five (5) years after the date of the Contractor's final payment pursuant to this contract. All payments which cannot be documented as paid as required by the contract and found not to follow the provisions of this contract shall be reimbursed to HCPS.

The HCPS agent or its authorized representative shall have access to the Contractor's facilities, and all necessary records, and shall be provided with adequate and appropriate workspace to conduct audits in compliance with this section. The HCPS authorized representative shall give the Contractor reasonable notice of intended audits.

The Contractor shall certify that payments are accurate and correct on each payment. If an audit reveals a discrepancy, such as an overpayment, the Contractor must reimburse HCPS for the discrepancy with a minimum of 18% per annum interest per annum.

If an audit inspection or examination in accordance with this article, discloses overpayments (of any nature) by HCPS to the Contractor of more than 10% of the total payments, the cost of HCPS' audit shall be paid by the Contractor in addition to the overpayments by HCPS.

**7.2.4 Stop Work Order.** HCPS may at any time by written notice to the Contractor stop all or any part of the contractual services for this solicitation. Upon receiving such notice, the Contractor will take all reasonable steps to minimize additional costs during the period of work stoppage. HCPS may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and the price or terminate the work in accordance with the provisions of the solicitation terms and conditions.

**7.3 NON-APPROPRIATION OF FUNDS.** It is understood and agreed between the parties hereto that HCPS shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under the contract, HCPS will notify the Contractor of such occurrence, and the contract must terminate on the last day of the fiscal year for which appropriation(s) received, sans penalty or expense to HCPS.

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**7.4. TERMINATION FOR CAUSE.** HCPS will periodically inspect commodities and contractual services to ensure that the Contractor meets all requirements. HCPS reserves the right to terminate this contract for cause, which shall include without limitation the Contractor's failure to comply with any provision of this contract. Prior to HCPS terminating a contract, the Operations Division or designee may initiate an internal (vendor performance) review of the situation; HCPS may invite the Contractor to participate. If HCPS determines that grounds exist to declare the Contractor in default, the Superintendent or designee shall provide the Contractor with written notice of default and termination, making specific reference to the provision(s) that gave rise to the breach. Inaction by HCPS to exercise its rights is not a waiver of such rights. HCPS may notify the Contractor as follows:

- Initial Cure Notice. An initial notification will require the correction of any discrepancies, inconsistencies, or items not meeting the specifications contained herein at no additional cost to HCPS. Within ten (10) days of receipt of the notice, or as mutually agreed, the Contractor must provide a written response describing the Contractor's steps to correct the noted deficiencies.
- Second Notice. A second discrepancy notification shall serve, upon receipt, as notification of immediate termination due to the discrepancies, inconsistencies, or commodities or contractual services not meeting specifications contained herein and the Contractor shall cease with the provision of commodities and contractual services. In such event, HCPS shall pay the Contractor only for satisfactory commodities and contractual services. The Contractor and its sureties may be liable to HCPS for any additional HCPS-incurred costs to complete the job and repair of damages to the site and shall be deemed a breach of contract, subject to termination, and shall be a factor during the evaluation of future HCPS solicitations.
- If Performance Security Was Required. HCPS may elect to execute the performance security as liquidated damages.
- If Performance Security Was Not Required. The Contractor shall pay HCPS, as liquidated damages, an amount equal to five (5%) percent of the total estimated value of the item(s) in question. If the proposed pricing is a lump sum amount, then the amount due is five (5%), percent of the remaining value of the contract. The Contractor's failure to pay the liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with HCPS for a period of not less than one (1) year, but no more than two (2) years after the date of the default, as determined by the Operations Division. Thereafter, the Contractor may request reinstatement to the active Bidders list. Upon contract cancellation, HCPS reserves the right to award the contract to the lowest responsive, responsible Bidder (ITB only) or the responsible Bidder(s)/respondent(s) offering the next highest rated Bid/Reply for the unexpired term of the Agreement or publish a new competitive solicitation, as deemed to be in HCPS' best interest.

**7.4.1 Force Majeure.** No default, delay, or failure to perform on the part of either party will be considered a default, delay, or failure to perform otherwise chargeable, hereunder, if such default, delay, or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts, or inactions of governmental authorities; pandemics; epidemics; acts of terrorism; war; embargoes; fire; earthquake; acts of God; or default of common carrier. In the event of such default, delay, or failure to perform, any date or times by which either party is otherwise scheduled to perform will be extended automatically for a period equal in duration to the time lost by reason of the excused default, delay, or failure to perform.

## **7.5 CONTRACTOR'S OBLIGATIONS**

The Contractor shall keep HCPS fully informed as to the progress of the provision of commodities and contractual services. The Contractor may do so not only through regularly issued progress reports, cost reports, and minutes but also through close liaison between such designated HCPS personnel. The Contractor shall submit to HCPS minutes of any meetings attended by the Contractor and HCPS relating to the commodities and contractual services within (10) business days following such meetings.

**7.5.1 Subcontractors.** The Contractor is responsible for the performance and meeting of all specifications and for the performance of any subcontractor used in conjunction with an award hereunder. The Proposer must disclose the name(s) of any sub-contractor(s) used to satisfy performance herein and ensure that the subcontractor(s) are qualified, insured, and that subcontractor's employees meet all requirements set forth herein.

**7.5.2 Assignment.** The Contractor, whether under a separate contract or not, shall not assign any part or whole of this contract to another party, subcontractor, or company nor shall they assign any money due or to become due to him hereunder, without the previous written consent of HCPS. HCPS may transfer this contract to any successor performing the same functions. The parties acknowledge that HCPS may transfer any or all its interest in this contract to any successor of HCPS.

**7.5.3 Licenses & Taxes.** The Contractor shall remain compliant with all federal, state, and local regulations as to licenses, permits, and tax obligations required for the operation of the Contractor's business activities.

**7.5.4 Bid Cost.** All expenses involved with the preparation and submission of the Proposal to HCPS, or any services performed in connection therewith, shall be borne by the Proposer. HCPS shall not provide payment for any submittals received, for any other effort required of or made, or for expenses incurred by the Proposer.

## **7.6 CONFLICT OF INTEREST**

The award made pursuant to this solicitation is subject to the provisions of §§ 112.313(3), 112.313(7), Part III Code of Ethics, Florida Statutes, and Board Policy 6460.01 – Conflict of Interest. Employees shall not engage in or have a financial interest, directly or indirectly, in any activity that conflicts with or raises a reasonable question of conflict with their duties and responsibilities in the school system. Employees shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where the advantage is taken of any professional relationship they may have with any student, client, or parents of students or clients during their employment with HCPS.

- Employees shall not make use of materials, equipment, or facilities of the District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.
- HCPS shall not enter into a contract knowingly with any supplier of materials, supplies, and services to HCPS that any Board member or the Superintendent has any material interest in. This prohibition shall not prevent any person from receiving royalties upon the sale of any educational material of which she/he is the author, and which has been properly approved for use in HCPS' schools.
- Any employee who knowingly is in a capacity to influence, approve, or cause the purchase of any item to the Board that can render him/her, or an immediate relative personal gain must immediately disclose that fact. Any violation of these policies by an HCPS employee shall be subject to disciplinary actions up to and including termination of employment.

**7.7 PERSONNEL APPEARANCE & CONDUCT.** The Contractor's staff members are to present a professional appearance. Personnel shall be neat, clean, well-groomed, if applicable properly uniformed, and conduct themselves in a respectable and courteous manner.

**7.8 IDENTIFICATION/BADGES.** Each employee performing services for HCPS must carry a government-issued picture ID and be presented upon request while on HCPS property.

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## 7.9 INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless, and defend HCPS, its agents, servants, and employees servants, and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which HCPS, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the commodities and contractual services furnished by the Contractor, its agents, servants, or employees; the Contractor's equipment, its agents, servants, or employees while such equipment is on premises owned or controlled by HCPS; or the negligence of the Contractor or the negligence of Contractor's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damages, damage to property including HCPS' property, and injury or death of any person whether employed by the Contractor, HCPS or otherwise.

**7.9.1 Indemnification (Copyright Infringement).** The Contractor shall defend, indemnify, and hold HCPS and its successors and assigns harmless from and against all third-party claims, suits, and proceedings, and any and all damages, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the Contractor of any third-party patent, copyright or trademark, or (ii) misappropriation by the Contractor of any third party trade secret in connection with any of the foregoing.

**7.9.2 The Patient Protection and Affordable Care Act.** The Contractor agrees that it will offer Minimum Essential Coverage, as that term is defined in the Patient Protection and Affordable Care Act (PPACA) and related regulations, to any agents, servants, employees, assigns, independent contractors, or anyone else retained by the Contractor for the performance of the Contractor's obligations under this Agreement who spends more than 30 hours per week on average performing services for HCPS. Except as expressly provided herein, the Contractor agrees to assume complete responsibility and liability and indemnify HCPS for any fines, penalties, taxes, excise taxes, or other amounts incurred by HCPS related to agents, servants, employees, assigns, independent contractors, or anyone else retained by the Contractor for the performance of the Contractor's obligations under this Agreement. This includes any fines, penalties, taxes, excise taxes, or other amounts incurred by HCPS based on the Contractor's failure to comply with requirements under the PPACA including any failure to offer PPACA-compliant minimum essential coverage that is affordable and provides minimum value to any agents, servants, employees, assigns, independent contractors, or anyone else retained by the Contractor for the performance of the Contractor's obligations under this Agreement.

**7.9.3 No Waiver of Sovereign Immunity.** Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by § 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity may be applicable. HCPS shall not be liable to pay a claim or a judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by HCPS arising out of the same incident or occurrence, exceeds the sum of \$300,000. Nothing herein shall be construed as consent by HCPS to be sued by third parties in any matter arising out of this Agreement.

**7.9.4 Independent Contractor.** HCPS engages the Contractor as an independent business. The Contractor agrees to provide the commodities and contractual services in the manner of and as an independent contractor. In accordance with the status of an independent contractor the Contractor covenants and agrees that the Contractor will conduct itself consistent with such status, that the Contractor will neither hold HCPS as, nor claim to be an officer or employee of HCPS for any right or privilege applicable to an officer or employee of HCPS, including, but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

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**7.10 E-Verify:** By submitting a proposal with the Hillsborough County Public Schools, Firms are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Further, by execution of this Agreement, Firms affirms and represents that it is registered with, and uses, the E-Verify system, and will continue to use the E-Verify system. Compliance with Florida Statutes Section 448.095 includes but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all sub-Firms to provide an affidavit attesting that the sub-Firms do not employ, contract with, or subcontract with, an unauthorized alien.

**7.11 Marketing/Advertising:** By submitting or being awarded this RFQ, Firms agree not to use the results as a part of any marketing and/or commercial advertising using HCPS' name, logos, etc. without the express written consent of the District.

THE SIGNATURE ACKNOWLEDGES THAT THE PROPOSER HAS READ SECTION 07- GENERAL TERMS AND CONITIONS BEFORE SUBMITTING A PROPOSAL AND IS READY, WILLING, AND ABLE TO FULFILL THE APPLICABLE OBLIGATIONS PER THE STATED REQUIREMENTS AND IS SUBMITTING A BID WITHOUT COLLUSION WITH ANY OTHER INDIVIDUAL OR FIRM.

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Solicitation Number and Name

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Organization Name

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Print Name/Title

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Signature

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Date

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## APPENDIX A: Drug-Free Workplace Certification

**Drug-Free Workplace Certification.** HCPS shall provide tie bid preference to businesses that have a drug-free workplace program. Whenever two or more proposals, which are equal cost, are received by HCPS for the procurement of commodities or contractual services, the business that certifies that it has implemented a drug-free workplace program shall be awarded the contract. HCPS shall establish procedures for processing tie proposals if none of the proposals have a drug-free workplace program. To have a drug-free workplace program, a business shall:

Added  
Appendices A-H

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- In the statement specified in subsection (I), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any convicted employee.
- Make a good-faith effort to continue to maintain a drug-free workplace through the implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS COMPANY COMPLIES FULLY WITH THE ABOVE DRUG-FREE WORKPLACE REQUIREMENTS.

X

Signature

Title

Print Name

Date

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## **APPENDIX B: Certification Regarding Debarment, Suspension Ineligibility, And Voluntary Exclusion**

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**Certification Regarding Debarment, Suspension Ineligibility, And Voluntary Exclusion.** This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). By signing and submitting this certification the potential contractor accepts the following terms:

\*\*\*\*\* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW \*\*\*\*\*

- (1) The prospective lower tier participant certifies, by submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name of Potential Contractor

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Name and Title of Authorized Representative.

X

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Signature of Authorized Representative

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Date

SEE INSTRUCTIONS FOR CERTIFICATION ON THE NEXT PAGE.

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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## APPENDIX C: Truth and Accuracy Statement

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**Truth and Accuracy Statement.** The signer of this Bid guarantees, as evidenced by the affidavit required herein, the truth and accuracy of all statements and all answers to interrogatories hereinafter made.

The undersigned hereby:

- authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm, or corporation to furnish any HCPS-requested pertinent information, or its representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the organization; and
- states that all information given is an accurate representation of the office location and resources from where the services are to be rendered; and
- certifies that they are authorized to sign this bid for the organization and that the proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. The undersigned certifies acceptance of this solicitation's terms, conditions, exhibits, specifications, attachments, and addenda.

"I certify (or declare) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct."

X

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

[INTENTIONALLY BLANK]

## APPENDIX D: Non-Collusion Affidavit

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### Non-Collusion Affidavit.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I state that \_\_\_\_\_ of

(Name and Title)

(Name of Proposer)

am authorized to make this affidavit on behalf of Proposer and its owner, directors, and officers. I am the person responsible for Proposer for the price(s) and amount(s) of this ITB, and the preparation of the Bid. I state that:

- The price(s) and amount(s) of this Bid have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposer, or potential Proposer.
- Neither the price(s) nor the amount(s) of this Bid, and neither the approximate price(s) nor approximate amount(s) of this ITB, have been disclosed to any other firm, organization, or person who is a Contractor, potential Contractor, Proposer, or potential Proposer, and will not be disclosed before Bid opening.
- No attempt has been made nor will be made to induce any organization or persons to refrain from submitting a Bid for the contract, or to submit a price(s) higher than the prices in this Bid, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Bid.
- The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.
- \_\_\_\_\_ (Name of Proposer), its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, or, if they have been, the details of such are as follows (separate sheets may be attached):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I state that I, and the named Proposer, understand and acknowledge that the above representations are material and important, and will be relied on by The School Board of Hillsborough County, FL for which this Bid is submitted. I understand and the Proposer understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the The School Board of Hillsborough County, FL of the true facts relating to the submission of Bids for the contract.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name

X

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX E: Byrd Anti-Lobbying Amendment Certification Form

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**Byrd Anti-Lobbying Amendment Certification Form.** The undersigned Bidder certifies to the best of his or her knowledge that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

X

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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## **APPENDIX F: Vendor Affidavit Regarding the Use of Coercion For Labor and Services Human Trafficking**

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Vendor Affidavit Regarding the Use of Coercion For Labor and Services Human Trafficking: § 787.06 (13), FLORIDA STATUTES

Section 787.06(13), Florida Statutes, requires all nongovernmental entities (the “Contractor”) executing, renewing, or extending a contract with a governmental entity (such as The School Board of Hillsborough County, Florida, or Hillsborough County Public Schools) to provide an affidavit signed by an officer or representative of the Contractor under penalty of perjury that the Contractor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of the Contractor, I certify that the company identified above does not:

- use or threaten to use physical force against any person; or
- restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will; or
- use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; or
- destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; or
- cause or threaten to cause financial harm to any person; or
- entice or lure any person by fraud or deceit; or
- provide a controlled substance as outlined in Schedule I or Schedule II of § 893.03, Florida Statutes, to any person for exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: \_\_\_\_\_

Authorized  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## APPENDIX G: INSURANCE & INDEMNIFICATION REQUIREMENTS

At its sole expense, the Contractor shall maintain the following insurance during the term of the contract and such insurance will apply to the Contractor, its employees, agents, and subcontractors.

**Workers' Compensation and Employers' Liability.** The Contractor must comply with all requirements of the State of Florida Division of Workers' Compensation. The Workers' Compensation insurance coverage (inclusive of any amount provided by an umbrella or excess policy) shall be as required by Ch. 440, F.S. Coverage shall be for all its employees connected with the services of the contract. Unless insured by the Contractor, the Contractor shall require its subcontractors similarly to provide Workers' Compensation Insurance for all subcontractor employees. THE CONTRACTOR, IF EXEMPT BY THE STATE OF FLORIDA, MUST PROVIDE PROOF OF EXEMPTION (UNLESS A SOLE PROPRIETOR OR PARTNERSHIP).

Employers' Liability/Accident.	\$100,000
Disease Policy Limit.	\$500,000
Disease Each Employee.	\$100,000

**Commercial/General Liability Insurance (Occurrence Form Only).** The Contractor must submit a certificate of insurance for Contractor/subcontractors showing the coverages below. Hillsborough County Public Schools, Operations Division 1202 E. Palm Ave., Tampa, FL 33605, its Board members, officials, employees and volunteers are to be covered as an additional insured in respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobile owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to HCPS, its officials, employees, or volunteers.

COMMERCIAL GENERAL LIABILITY - Occurrence Form Only	Projects < \$1 million	Projects > \$1 million
General Aggregate.	\$1,000,000	\$2,000,000
Each Occurrence.	\$500,000	\$1,000,000
Products/Completed Operations Aggregate.	\$500,000	\$1,000,000
Personal and Advertising Injury.	\$500,000	\$1,000,000
Damage to Rented Premises [Fire Legal Liability].	\$50,000	\$50,000
Medical Payments.	\$5,000	\$5,000
General Aggregate.	\$1,000,000	\$2,000,000
Each Occurrence.	\$500,000	\$1,000,000

**Business Automobile Liability Insurance.** A Contractor who utilizes automobiles that stay on public roads and parking lots only must have insurance as required by the State of Florida to operate on public roadways. Automobile operation anywhere else on HCPS property requires the below listed insurance. This coverage shall be an "Any Auto" form policy. Hillsborough County Public Schools, 901 East Kennedy Boulevard, Tampa, FL 33602, its board members, officials, employees and volunteers are to be covered as an additional insured in respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobile owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to HCPS, its officials, employees, or volunteers.

Coverage must be afforded under a per occurrence from policy for limits not less than:	Not Transporting Students/Employees	Transporting Students/Employees
Bodily Injury [per person/per accident].	\$500,000	\$1,000,000
Personal Injury Protection (No Fault).	\$10,000	\$10,000
Property Damage.	\$500,000	\$1,000,000
Hired – Non-Owned Liability.	\$500,000	\$1,000,000
Medical Expense.	\$5,000	\$5,000

Combined Single Limit [in lieu of above split limits].

\$1,000,000

\$5,000,000

**Professional Liability and/or Errors and Omissions Liability Insurance.** ☐ If box is checked. Claims Made, Professional (E&O) Liability must be afforded for:

Bodily Injury.	\$ 1,000,000
Property Damage.	\$ 1,000,000
Policy Aggregate.	\$ 1,000,000

**Pollution Liability Insurance.** ☐ If box is checked. When this agreement includes the pick-up, transportation and/or disposal of hazardous wastes as governed under title 40 or 49 of the Code of Federal Regulations, the transporter's Automobile Insurance shall be endorsed to include the ICC Form MSC90 (Motor Carrier Act of 1980) and the ISO Form CA 9948 (Pollution Liability-Broadened Coverage for Covered Autos-Business Auto and Truckers Coverage Forms). Occurrence or Claims Made, Pollution Liability must be afforded for:

Bodily Injury:	\$ 1,000,000
Property Damage:	\$ 1,000,000

**No Waiver of Sovereign Immunity.** Nothing herein contained shall be deemed or construed as a waiver of sovereign immunity as provided by Section 768.28, Florida Statutes, by any agency or political subdivision to which sovereign immunity may be applicable.

**Indemnification.** The Contractor agrees to indemnify, hold harmless, and defend HCPS, its agents, servants, and employees servants, and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which HCPS, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the goods and services furnished by the Contractor, its agents, servants, or employees; the Contractor's equipment, its agents, servants, or employees while such equipment is on premises owned or controlled by HCPS; or the negligence of the Contractor or the negligence of Contractor's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damages, damage to property including HCPS's property, and injury or death of any person whether employed by the Contractor, HCPS or otherwise.

**Indemnification (Copyright Infringement).** The Contractor shall defend, indemnify, and hold HCPS and its successors and assigns harmless from and against all third-party claims, suits and proceedings, and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the Contractor of any third-party patent, copyright or trademark, or (ii) misappropriation by the Contractor of any third party trade secret in connection with any of the foregoing.

**The Patient Protection and Affordable Care Act.** The Contractor agrees that it will offer Minimum Essential Coverage, as that term is defined in the Patient Protection and Affordable Care Act (PPACA) and related regulations, to any agents, servants, employees, assigns, independent Contractors, or anyone else retained by the Contractor for the performance of the Contractor's obligations under the contract who spends more than 30 hours per week on average performing services for HCPS. Except as expressly provided herein, the Contractor agrees to assume complete responsibility and liability and indemnify HCPS for any fines, penalties, taxes, excise taxes or other amounts incurred by HCPS related to agents, servants, employees, assigns, independent Contractors, or anyone else retained by the Contractor for the performance of the Contractor's obligations under the contract. This includes any fines, penalties, taxes, excise taxes, or other amounts incurred by HCPS based on the Contractor's failure to comply with requirements under the PPACA including any failure to offer PPACA compliant minimum essential coverage that is affordable and provides minimum value to any agents, servants, employees, assigns, independent Contractors, or anyone else retained by the Contractor for the performance of the Contractor's obligations under the contract.

## APPENDIX H: ADDENDA AND BID FORM

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The signer of this bid guarantees, as evidenced by the affidavit required herein, the truth and accuracy of all statements and all answers to interrogatories hereinafter made. The undersigned hereby authorizes any public official, engineer, architect, the surety company, bank depository, material or equipment manufacturer or distributor, or any person, firm, or corporation to furnish any pertinent information requested by HCPS or its representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the applicant. The signer also states that all information given is an accurate representation of the office location and resources from where the commodities and contractual services are to be rendered.

The Proposer is not responsible for acknowledging the final HCPS-uploaded addenda (addenda provided after the Question Due Date) if the final addenda do not create a fundamental change to the Proposal.

Receipt of the following Addenda is hereby acknowledged. (List all Addenda as follows):

Addendum No. 1      Dated: \_\_\_\_\_

Addendum No. 2      Dated: \_\_\_\_\_

Addendum No. 3      Dated: \_\_\_\_\_

Addendum No. 4      Dated: \_\_\_\_\_

Addendum No. 5      Dated: \_\_\_\_\_

Addendum No. 6      Dated: \_\_\_\_\_

Addendum No. 7      Dated: \_\_\_\_\_

Addendum No. 9      Dated: \_\_\_\_\_

X

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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