

**NOTICE OF SOLICITATION FOR PURCHASE OF TRANSPORTATION IMPACT FEE OFFSETS  
BY HILLSBOROUGH COUNTY, FLORIDA  
MODIFIED REVERSE SOLICITATION  
Transportation Impact Fee Solicitation Number 2  
AUGUST 4, 2017**

Hillsborough County, Florida (the “County”) hereby provides notice that it intends to purchase via a Modified Reverse Solicitation outstanding transportation impact fee offsets (the “Offsets”).

The County will utilize a Modified Reverse Solicitation process (the “Solicitation”) to set the market prices at which the County may purchase Offsets. Owners of Offsets who participate in the Solicitation (“Owners” or “Offerors”) must indicate (i) the face dollar amount of Offsets they are offering to sell to the County (“Offer Amount”), and (ii) the lowest price, as a percentage of the Offsets offered, that they are including in the Offer (with 100% representing the full face amount of the Offset (“Offer Price”). Offsets may be purchased at a discount to the full face amount, subject to the applicable maximum as described herein (see the “Purchase Price” below).

The purpose of the solicitation is to (i) provide a mechanism for Owners to sell outstanding Offsets, and (ii) allow the County to reduce the economic impact of the outstanding Offsets as the County implements its mobility fee program. **THE COUNTY WILL NOT ACCEPT ANY OFFER TO SELL OFFSETS AT A PRICE GREATER THAN THE MAXIMUM OFFER PRICE FOR THIS SOLICITATION. OWNERS WHO DO NOT WISH TO SELL THEIR OFFSETS AT OR BELOW THE MAXIMUM OFFER PRICE SHOULD NOT PARTICIPATE IN THIS SOLICITATION. THE COUNTY MAY SET A DIFFERENT MAXIMUM OFFER PRICE FOR FUTURE SOLICITATIONS, HOWEVER IN NO CASE WILL THE MAXIMUM OFFER PRICE BE EQUAL TO OR GREATER THAN THE FULL FACE AMOUNT OF ANY OFFSET.**

***The Offsets***

The Offsets are described in “Hillsborough County Consolidated Impact Assessment Program Ordinance, Hillsborough County Ordinance 96-29, as amended”, a copy of which may be found at:

<https://www.hillsboroughcounty.org/library/hillsborough/media-center/documents/public-works/impact-fees/impact-fee-ordinance.pdf>

WHILE THE COUNTY IS REQUESTING BONA FIDE OFFERS TO SELL THE OFFSETS, THE COUNTY ONLY INTENDS TO ACCEPT OFFERS AND PURCHASE OFFSETS IF IT BELIEVES, IN ITS SOLE DISCRETION, THAT THE MODIFIED REVERSE SOLICITATION PROCESS HAS RESULTED IN A MARKET-BASED DETERMINATION OF THE VALUE OF THE OFFSETS. AS SUCH, THE COUNTY MAY TERMINATE THE SOLICITATION IF THE COUNTY BELIEVES THERE WAS COLLUSION OR MANIPULATION AMONG OWNERS, OR FOR ANY OTHER REASON. THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY OFFER.

## *Definitions*

“Authorizing Resolution” – the Hillsborough County Board of County Commissioner’s Resolution presented to the Board at its May 17, 2017 Regular Meeting.

“Contract” – an Offer which has been accepted by the County under the terms of the Solicitation Document and which shall be governed by the terms and conditions of this Solicitation Document.

“Maximum Offer Price” – the maximum amount the County will pay for any Offset in the Solicitation. The Maximum Offer Price may vary by solicitation and is determined by the County in the manner described in the Authorizing Resolution for each solicitation to encourage participation in the solicitation, mitigate the County’s costs related to developing, implementing and conducting the solicitations, and achieve the Board’s goals in the Authorizing Resolution.

“Maximum Solicitation Amount” – the total maximum dollar amount the County will spend in any single solicitation to purchase Offsets.

“Offer(s)” – the offer(s) submitted by Owner(s)/Offerors in accordance with this Solicitation Document and utilizing Form 1 of this Solicitation Document which must be completed in its entirety.

“Offeror” – an Owner of transportation impact fee offsets who has chosen to submit an Offer as part of a Modified Reverse Solicitation.

“Offer Amount” – the dollar amount of a block or group of Offsets an Owner is offering for sale in a Solicitation at a specific Offer Price. For example, if an Owner had a block or group of Offsets with a full value of \$100,000 and the Owner decided to sell half of the block or group in one Solicitation at a specified Offer Price, the Offer Amount would be \$50,000. An Owner can submit multiple Offer Amounts and Offer Prices in a single Solicitation, subject to the limitations provided herein. If more than one (1) offer is submitted, a separate FORM 1 must be submitted for each and the “Offset Balance” on FORM 1 should include a note that indicates the amount (number) of offsets offered against this balance in other offers.

“Offer Price” – the percentage value of a block or Group of Offsets included in the Offer of an Owner. For example, if an Owner offered to sell an Offset in a solicitation for 40 cents on the dollar, the Offer Price would be 40%. All Offer Prices must be submitted in increments of 1% using only whole numbers—without fractions or decimals (e.g. an offer price of “40.5%” is unacceptable). Offer Prices submitted with fractions or decimals will be rejected and not considered for award.

“Offset Book Value” – the total value of an Offset Account.

“Owner” – current owner of record of the transportation impact fee offset account as indicated in Hillsborough County records as of the Submittal Deadline. Offer (Form 1) must be signed by a person that is legally authorized to contractually bind the Owner. If Owner is a partnership, then the Offer must be signed by one or more of the company's general partners. If Owner is a corporation, the Offer must be signed by a current officer of the corporation. A person signing the Offer as Owner's agent shall include with the Offer clear and legal evidence of such person's authority to sign on behalf of the Owner.

“Purchase Price” – the price offered for the sale of each Offset which is accepted by the County. AS A RESULT OF THE SOLICITATION PROCESS, THE COUNTY MAY PURCHASE OFFSETS AT DIFFERENT PURCHASE PRICES IN THE SAME SOLICITATION.

### *Solicitation Process*

The County will utilize a Modified Reverse Solicitation process for the Solicitation. The County intends to hold multiple solicitations over the next several years. The Maximum Solicitation Amount for each Solicitation will be determined by the County as described in the Authorizing Resolution. A third solicitation is contemplated for October 2017; however, the third solicitation will not be initiated until this second solicitation is completed, finalized, and the resulting payments are approved by the Board. Any “freezes” on credits associated with this second solicitation will be lifted well in advance of initiating the third solicitation or subsequent solicitations.

Owners shall submit sealed hard-copy Offers using the attached form (Form 1), which includes (1) registration information, (2) face dollar value of the Offer Amount, and (3) an Offer Price expressed as a whole number percentage. The Offer (Form 1) shall be completed in its entirety and submitted by the Submittal Deadline. Offers must be submitted in accordance with the provisions set forth under the heading “Delivery of Offers” in this Solicitation

The Offer (Form 1) must be signed by a person that is legally authorized to contractually bind the Owner. If Owner is a partnership, then the Offer must be signed by one or more of the company's general partners. If Owner is a corporation, the Offer must be signed by a current officer of the corporation. A person signing the Offer as Owner's agent shall include with the Offer clear and legal evidence of such person's authority to sign on behalf of the Owner.

The cost of preparing an Offer to this Solicitation shall be borne entirely by the Owner/Offerrer.

After confirming the eligibility of the responding Owners and confirming that all Offers are in compliance with the Solicitation procedures, the County shall first rank all Offers by lowest to highest Offer Price and total the aggregate Offer Amounts at each Offer Price.

In the event an Offer is determined to be nonresponsive and/or an Owner is determined ineligible to submit an Offer, the County shall notify the subject Owner, in writing, stating the reasons for the findings. The Owner shall have five (5) business days, beginning on the business day following the date the notice is sent, to challenge the determination and provide all pertinent documents, information and evidence necessary to support the Owner's position.

If the Maximum Solicitation Amount is less than or equal to the amount required to purchase all Offsets offered at the lowest Offer Price offered, the County may purchase the Offsets offered at the lowest Offer Price, on a pro rata basis, if necessary, up to the Maximum Solicitation Amount.

If the Maximum Solicitation Amount is greater than the amount required to purchase all Offsets Offered at the lowest Offer Price, the County may purchase all of the Offsets Offered at the lowest Offer Price. If the remainder of the Maximum Solicitation Amount is less than or equal to the amount required to purchase all Offsets Offered at the next higher Offer Price, the County may purchase the Offsets offered at the next highest Offer Price, on a pro rata basis, if necessary, up to an amount equal to the remainder of the Maximum Solicitation Amount.

The County will repeat the foregoing process until it has applied an aggregate amount equal to the Maximum Solicitation Amount.

The table below illustrates a sample Solicitation in which the Maximum Solicitation Amount is \$100:

*Example*

| <b>Bidder</b> | <b>Offsets Offered</b> | <b>Offer Price</b> | <b>Solicitation Amount Required</b>                   | <b>Result</b>   |
|---------------|------------------------|--------------------|---|---|
| A             | \$200                  | 25%                | \$50 (\$200 x 25%)                                    | \$200 of Offsets purchased of \$200 offered for \$50            |
| B             | \$150                  | 30%                | <b>\$95 (\$200 x 25% + \$150 x 30%)</b>               | \$150 of Offsets purchased of \$150 offered for \$45            |
| C             | \$50                   | 50%                | <b>\$100 (\$200 x 25% + \$150 x 30% + \$10 X 50%)</b> | ←<br>\$10 of Offsets purchased pro rata of \$50 offered for \$5 |
| D             | \$200                  | 60%                |   | No Offsets purchased  |
| E             | \$500                  | 70%                |   | No Offsets purchased  |

In this example, the County would purchase all of the Offsets offered by Offerors A and B at each offered Price. Offeror A receives \$50 (\$200 x 25%) and Offeror B receives \$45 (\$150 x 30%). Offeror C received the remaining \$5 available in this Solicitation. Offeror C’s remaining \$40 in Offsets not purchased remain outstanding.

The County believes the Modified Reverse Solicitation format will allow Offerors to set their individual market price for the Offsets. The lower the Offer Price, the greater the likelihood that the Offer will be accepted by the County.

***Change of Offer Date***

The County reserves the right to postpone, from time to time, the date established for the receipt of Offers and will undertake to notify prospective Offerors.

***Award of Contract and Rejection of Offers***

- a) A Contract, if awarded, will be awarded in accordance with this Solicitation Document and applicable law.
- b) The County, in its sole discretion, may determine whether acceptance of any Offer is in the best interest of the County. Further, the County reserves the right to reject any and all Offers and to waive any informality concerning an Offer whenever such rejection or waiver is in the best interest of the County and in conformance with Florida Law, including any Offer which is not a firm Offer, or includes unacceptable conditions, such as requiring acceptance of multiple Offers from the same Offeror. Conditional Offers which make an Offer contingent upon the acceptance of another Offer shall be rejected. In any event, such rejection shall not be arbitrary and capricious.
- c) The County also reserves the right to reject the Offer of any Owner who is not eligible and/or in a position to perform the contract, as determined by the County, in its sole discretion.
- d) The County reserves the right to require Owner to submit documentation and other evidence attesting to the Owner’s eligibility. The County may reject Owner’s Offer if, at the County’s sole discretion, Owner fails to submit documents and evidence of eligibility.

The County reserves the right to reject all Offers when in the best interest of Hillsborough County, however, the County shall not act arbitrarily or capriciously.

### ***Offeror Request For Interpretation of Solicitation***

No interpretation of the meaning of the Specifications contained in this Solicitation Document or other Contract Documents will be made to any Owner orally. Every request for such interpretation must be in writing, addressed to the Director of Procurement Services via email at [StromerS@HCFLGov.net](mailto:StromerS@HCFLGov.net), or hand delivery at the address provided under “Delivery of Offers”. To be given consideration, such requests must be received at least ten (10) calendar days prior to the Submittal Deadline. Any and all such interpretations and any supplemental instructions will be in the form of a written Amendment which, if issued, will be communicated to all Owners at least five (5) calendar days prior to the Submittal Deadline via the County’s website at: <http://hcflgov.net/impactfeoffsets>.

It is solely the Owners’ responsibility to monitor the above website for important information related to this procurement including, but not limited to, amendments or interpretations, notices of intent, and other information. Failure of an Owner to receive any such Amendment or interpretation shall not relieve said Owner from an obligation under its Offer as submitted. All Amendment(s) so issued shall become part of the Solicitation Document and Contract Documents.

### ***Procurement Policy and Procedures and Hillsborough County Ordinance - Protest Process and Procedures***

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

[www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents](http://www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents)

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

### ***Public Entity Crimes Statement***

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime; may not submit an Offer, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Offers, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of an Offer. The County may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of an Offeror to promptly supply information in connection with an inquiry may be grounds for rejection of an Offer.

### ***Cancellation of Solicitation Document***

The County reserves the right to cancel, in whole, or in part, this Solicitation Document when deemed to be in the best interest of the County.

### ***Cone of Silence***

Pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, Section 2-574, there shall be a Cone of Silence for all procurement solicitations issued by the County that are at or over the County's formal bid limit in order to safeguard the integrity of the County's procurement and protest process. The Cone of Silence for this Solicitation shall go into effect on the date the Solicitation is issued by the County and shall end on the date the Owner's Offer is formally accepted by the County or on the date the Modified Reverse Solicitation is canceled by the County. Unless otherwise provided for in Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, during the time period the Cone of Silence is in effect, no Owner, interested party and/or their principals, officers, employees, attorneys or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding a Modified Reverse Solicitation and/or its related protest. The Cone of Silence does not prohibit an Owner from communicating with the Director of the County Department issuing the Modified Reverse Solicitation, County staff listed as contacts in the Solicitation, or the attorney in the County Attorney's office that is directly responsible for the applicable Solicitation (this information can be obtained by contacting the County staff person listed as the contact in the applicable Solicitation). A violation of the Cone of Silence will result in the disqualification of the Owner from consideration in any award of the Modified Reverse Solicitation unless it is determined that the violation is unintentional and/or not material.

### ***Modification and/or Withdrawal of Offer Prior to Submittal Deadline***

Prior to the Submittal Deadline, Offers may be withdrawn upon written request signed by the Owner and received by the County prior to the Submittal Deadline. Withdrawn Offers will not be returned to the Owner. Except as specifically provided for herein, Offerors may not modify their Offers after the specified Submittal Deadline. Negligence on the part of the Owner in preparing its Offer confers no right of withdrawal or modification of its Offer after such Offer has been opened by County staff at the specified time and place. Owners may not withdraw or modify their Offers after the Submittal Deadline.

### ***No Assignment of Offers***

Owner may not assign or otherwise transfer its Offer prior to or after the Submittal Deadline.

### ***Obtaining Clarification and/or Additional Information***

Given that a Cone of Silence exists for this solicitation, Offerors shall direct all questions and/or requests for clarification or additional information to Scott P. Stromer, Director, Procurement Services Department, in writing, via email at [StromerS@HCFLGov.net](mailto:StromerS@HCFLGov.net), or hand delivery at the address provided under the "Delivery of Offers" provision contained in this Solicitation. For the duration of the Cone of Silence, Offerors shall not communicate with County employees outside the Procurement Services Department or members of the board of County Commissioners, including their respective aides.

### ***Time Period Offer is Valid***

Owner's Offer shall be in force for a period of not less than ninety (90) calendar days after the Submittal Deadline. Further, said Offer shall continue in force after said ninety (90) calendar day period, until thirty (30) days following the date of receipt by County of written notice from the Offeror of its intent to withdraw its Offer, or until the date specified in said written notice as the expiration date of the Offer, whichever is later. The aforementioned time periods will remain in effect irrespective of whether an award has been made by the County. Notwithstanding the provisions above, the Owner may extend its Offer at any time prior to the scheduled expiration thereof. The "90-day" period referenced in this paragraph relates to the time in which the offer-to-sell must be held open by the Offeror.

### ***Public Records Law***

- a) In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Offerors should be aware that this Solicitation Document and all Offers are in the public domain and are available for public inspection. Offerors are requested, however, to identify specifically any information contained in their Offers which they consider confidential and/or proprietary, inclusive of trade secrets as defined in s. 812.081, Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law and including narrative explaining the applicable legal exemption as it relates specifically to Offeror's confidential and/or proprietary information.
- b) All Offers received in response to this Modified Reverse Solicitation Document will become the property of the County and will not be returned. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the County.
- c) All materials that qualify for exemption from Chapter 119, Florida Statutes, or other applicable law must be submitted in an attachment or in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with Offeror's name and the Solicitation Document number marked on the outside.
- d) The County will not accept Offers when the entire Offer is labeled as exempt from public disclosure.
- e) Be aware that the designation of an item as exempt from public disclosure by an Owner may be challenged in court by any person or entity. By designation of material in the Offer as exempt from public disclosure, Owner agrees to defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Offeror's designation of material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Offeror's designation of material as exempt from public disclosure.

### ***Submittal Deadline***

Owner must submit its Offer prior to the Submittal Deadline. Late Offers will not be accepted.

### ***Notice of Award***

Notices of intent to award will be communicated to the participating Offerors, in writing, via email and/or the County's website at <http://hcfl.gov.net/impactfeeoffsets>.

*Solicitation Parameters*

**Transportation Impact Fee Solicitation Number 2**

|                                     |  |
|-------------------------------------|--|
| Submittal Deadline:                 | August 24, 2017 at 2:00 p.m., local Tampa, Florida time (our clock)  |
| Included Zones:                     | All Zones (1-10)   |
| County Funding Available:           | Maximum of \$10,000,000.00   |
| Minimum Offsets Offered per Owner:  | The lesser of \$1,000.00 or the full balance of an Owner's Offset Account  |
| Maximum Offsets Offered per Owner:  | None   |
| Minimum Offer Price:                | None   |
| Maximum Offer Price:                | 80% of the Book Value of an Offset   |
| Allowable Offer Prices:             | 1 % to 80% in intervals of 1% (whole numbers only—no fractions or decimals)  |
| Maximum Number of Offers per Owner: | None. An Owner can submit multiple Offers at varying Offer Amounts and Offer Prices as long as each Offer Amount and Offer Price conforms to the solicitation requirements. An Owner is not required to Offer the full face amount of each block or group of Offsets. For example, if an Owner has a \$50,000 block or group of Offsets, it may offer \$30,000 of the block or group in the Solicitation at a single Offer Price and choose not to offer the remaining \$20,000 in this Solicitation. Conversely, the Owner could chose to offer five (5) \$10,000 Offer Amounts at five (5) different Offer Prices or any conforming combination. |

*Delivery of Offers*

Offers to sell Offsets must be received in a sealed envelope through physical delivery via U.S. Mail, courier service, express mail or package service, hand delivery, or other physical presentation of the completed and properly executed Offer to Sell Offsets (the "Offer" ) attached to this notice until **2:00 p.m.** local Tampa, Florida time (our clock) on **August 24, 2017** (the "Submittal Deadline"). Only one (1) original hard-copy is required for each offer submitted. If more than one (1) offer is submitted, a separate FORM 1 must be submitted for each. One (1) sealed envelope may be used for multiple offers submitted by the same Owner. Offers delivered by facsimile, electronic mail (e-mail) or other electronic means shall not be considered. Any Offer received after the Submittal Deadline will not be opened or considered. All Offers shall be delivered to:

Hillsborough County BOCC – County Center  
Procurement Services Department  
P.O. Box 1110  
601 East Kennedy Boulevard, 25<sup>th</sup> Floor  
Tampa, Florida 33601



Offerors are strictly responsible for the delivery of their respective Offers. The County and/or the Director of the Procurement Services Department shall in no way be responsible for any delays caused by the United States Postal Service and/or other courier, or for delays caused by any other occurrence. Offerors are advised that United States Postal Service delivery is made to the County's post office box (P.O. Box). Such delivery is not made directly to the street address, even if the Offeror specifies the street address and/or if express mail service is utilized; therefore, Offeror's use of the United States Postal Service may cause a delay in the County's receipt of a Offeror's Offer by the Submittal Date. Offerors are cautioned to plan necessary delivery time accordingly. Offers delivered by facsimile, electronic mail (e-mail) or other electronic means shall not be considered.

Offers shall be sealed and delivered in a sealed envelope and labeled on the outside of the envelope with (1) the Offeror's name, (2) "**Transportation Impact Fee Solicitation Number 2**," (3) the words "SEALED OFFER", and (4) the Submittal Deadline time and date. Sealed Offers may not be amended or otherwise changed by any writing placed outside the sealed Offer. Any writing that is outside of the sealed Offer will not be considered in the County's evaluation of the Offer.

#### ***Failure to Perform***

If the Offeror refuses or is unable to honor its Offer or otherwise fails to perform any of its obligations, the County reserves the right to suspend or debar the Offeror or Offset Owner from participating in any future County solicitation, and the County may pursue all available legal remedies.

#### ***Transfer of Ownership***

Acceptance of the Owner's/Offeror's Offer by the County shall form the Contract between the Owner/Offeror and the County for the sale of the Offsets, whereupon, the Owner/Offeror shall be obligated to perform all activities necessary to successfully transfer ownership of the purchased Offsets to the County. Upon the transfer of funds to the successful Offeror/Owner, ownership and all rights in connection with the purchased Offsets will transfer automatically to the County. The registry of ownership maintained by the County will be updated to reflect the County's ownership of the Offsets. The submission of a fully executed Offer and the acceptance thereof and the wire of the Purchase Price by the County to the institution provided in the Offeror's Offer is all that is required for settlement of the purchase of Offsets transaction.

#### ***Governing Law***

The Contract shall be construed and enforced in accordance with the laws of the State of Florida without giving effect to any rules of conflict of law. Venue of any disputes relating to the Contract shall be in Hillsborough County, Florida.

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**OFFER TO SELL HILLSBOROUGH COUNTY TRANSPORTATION IMPACT FEE OFFSETS**

**AMOUNT OF OFFSETS AND PURCHASE PRICE OFFERED**

**Transportation Impact Fee Solicitation Number 2**

**FORM 1**

The undersigned, \_\_\_\_\_, as Owner of the Hillsborough County Transportation Impact Fee Offsets described below, makes the following Offer for participation in the Transportation Impact Fee Solicitation Number 1:

*Note: "Offset Account Number," "Offset Balance," "Offsets Offered," and "Offset Price" shall be expressed both numerically and in word form.*

Name of Offset Owner: \_\_\_\_\_

Offset Account Number (Numerical): \_\_\_\_\_

Offset Account Number (Words): \_\_\_\_\_

Offset Balance (Numerical): \_\_\_\_\_

Offset Balance (Words): \_\_\_\_\_

Offsets Offered (Numerical)<sup>(1)</sup>: \_\_\_\_\_

Offsets Offered (Words)<sup>(1)</sup>: \_\_\_\_\_

Offset Price (Numerical): \_\_\_\_\_%

Offset Price (Words): \_\_\_\_\_ Percent

Zone: \_\_\_\_\_

Name of Person Offering: \_\_\_\_\_

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

Relationship to Offset Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Alternate Email (if any): \_\_\_\_\_

(1) Face amount of Offsets offered for sale (which could be the same as the Offset Balance), **not** the amount of dollars you are willing to receive as payment.

Name of Offset Owner: \_\_\_\_\_

Offset Account Number (Numerical): \_\_\_\_\_

**Certification/Affirmation**

1. I represent that I am at least eighteen (18) years of age.
2. I represent that the printing of my name and the submittal of an Offer is intended to authenticate this writing and to have the same force and effect as my manual signature.
3. I represent that I am either authorized to bind the Offeror, or that I am submitting the Offer on behalf of and at the direction of the Offeror’s representative authorized to contractually bind the Owner.
4. I represent that the Offeror and/or its applicable representative(s) has/have reviewed the information contained in this Offer and that the information submitted is accurate.

At this present time, we understand all requirements and state that as a serious Offeror we will comply with all the stipulations included in this Solicitation Document.

**The above-named Offeror affirms and declares:**

1. That the Offeror is of lawful age and that no other person, firm or corporation has any interest in this Offer or in the Contract proposed to be entered into.
2. That this Offer is made without any understanding, agreement, or connection with any other person, firm or corporation making an Offer for the same purpose, and is, in all respects, fair and without collusion or fraud.
3. That the Offeror is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County.
4. That no officer or employee or person whose salary is payable, in whole or in part, from the County Treasury is, shall be or will become interested, directly or indirectly, surety or otherwise in this Offer; in the performance of this Contract.
5. That the Offeror has not altered the original Solicitation Document in any way and further understands that any such alteration of the original Solicitation Document may result in rejection of the Offeror’s Offer.
6. That, in advance of the Submittal Deadline, I was advised to communicate with the Hillsborough County Development Services Department to verify that the Hillsborough County Development Services Department’s records related to the ownership of my transportation impact fee offsets were up to date and accurate.
7. Offeror acknowledges and understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services that are One Million Dollars (\$1,000,000) or more, if such company is (i) engaged in business operations in Cuba or Syria, (ii) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (iii) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473). Offeror hereby certifies that Offeror (i) is not engaged in business operations in Cuba or Syria, (ii) is not on the Scrutinized Companies that Boycott Israel List, (iii) is not on the Scrutinized Companies with Activities in Sudan List, and (iv) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Offeror acknowledges and understands that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject Offeror to civil penalties, attorneys’ fees and/or costs.

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

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

Name of Offset Owner: \_\_\_\_\_

Offset Account Number (Numerical): \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ (date), by  
\_\_\_\_\_ (name), who is personally known to me or who has produced  
\_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_

Notary Public

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

My Commission Expires: \_\_\_\_\_

Commission # \_\_\_\_\_