



Agenda Item Cover Sheet

Agenda Item N^o: A-42

Meeting Date 5/3/2023

Consent Section

Regular Section

Public Hearing

Subject: Award a five (5) year contract to the overall lowest, responsive, and responsible bidder for ongoing and as-needed transportation of municipal solid waste between transfer stations and disposal facilities (23702,1) for the Solid Waste Management Department at a total cost of \$25,283,024.00.

Department Name: Procurement Services			
Contact Person: Scott Stromer		Contact Phone: 301-7095	
Sign-Off Approvals:			
Tom Fesler	4/21/2023	Scott Stromer	4/21/2023
Assistant County Administrator	Date	Department Director	Date
Irma Muka	4/21/2023	Sacha Brown-Taylor	4/21/2023
Management and Budget – Approved as to Financial Impact Accuracy	Date	County Attorney – Approved as to Legal Sufficiency	Date
N/A	N/A		
Deputy or Chief County Administrator	Date		

Staff's Recommended Board Motion:
Award a five (5) year contract to the overall lowest, responsive, and responsible bidder, Zimmer Equipment, Inc., for ongoing and as-needed transportation of municipal solid waste between transfer stations and disposal facilities (23702,1) for the Solid Waste Management Department at a total cost of \$25,283,024.00. The award includes the work defined in Group 1 and Group 3 (Option 2), and a delegation to the County's Director of Procurement to renew the contract for one (1) additional five (5) year period upon the mutual agreement of the contractor. Bids were received from four (4) different vendors. In this case, no participation goal or set-aside was established for this procurement due to limited availability. All Certified Disadvantaged Minority/Disadvantaged Women Business Enterprises (DM/DWBE) and Registered Small Business Enterprise (SBE) firms in this work category were solicited. Although no participation goal or set-aside was established, the opportunity to submit a bid as a prime vendor was available to these firms. Funding for this procurement is available in the requesting department's approved budget, and purchase orders will only be issued against approved budgets.

Financial Impact Statement:
Funding for this procurement is available in the requesting department's approved budget, and purchase orders will only be issued against approved budgets.

Background:
The recommended award amount is 7.11% (\$1,936,393.33) lower than the requesting department's estimate. Effective competition and transparency were achieved through the use of competitive sealed bidding for this procurement and the requesting department determined the offered pricing to be fair, reasonable, and consistent with previous purchases of similar services. The resulting contract will provide for nighttime transportation of municipal solid waste from the Northwest County Transfer Station (NWTS) to the Resource Recovery Facility (RRF), nighttime and contingency daytime transportation from the NWTS to the Southeast County Landfill (SCLF), as well as daytime and contingency nighttime transportation from the South County Transfer Station (SCTS) to SCLF, with contingency Sunday daytime for both. The solicitation (23702,1) requested pricing for two (2) options -

one (1) for nighttime transportation and one (1) for daytime transportation from SCTS to SCLF. This contract award is for nighttime transportation from NWTS to RRF and SCLF (Group 1) and daytime transportation from SCTS to SCLF (Group 3-Option 2). Ultimately, the requesting department determined the recommended award of Group 1 and Group 3 to be the safest and most cost-efficient options at the present time. The resulting contract will be made available to the Hillsborough County Governmental Purchasing Council.

DELEGATIONS TO DIRECTOR OF PROCUREMENT:

Unilateral Change Orders up to \$25,000 for additions within the scope of the contract

Unilateral Extensions

Mutual Renewals for one (1) additional five (5) year period

Additional Purchase Option(s)

List Attachments: Department Recommendation, Economic Development Compliance Memorandum, Bid Summary, Contract Documents



Donna Cameron Cepeda
Harry Cohen
Ken Hagan
Pat Kemp
Gwendolyn "Gwen" Myers
Michael Owen
Joshua Wostal

Bonnie M. Wise

Christine M. Beck

Peggy Caskey

Tom Fesler

PROCUREMENT SERVICES

PO Box 1110, Tampa, FL 33601-1110
(813) 272-5790 | Fax: (813) 272-6290

DATE: April 19, 2023
TO: Eduardo Busquets, Project Manager, Solid Waste
Management Department
FROM: Brian Bickhardt, Procurement Operations Coordinator
SUBJECT: Recommendation for Award for **RFQ No.23702,1,
Waste Transfer Services / Estimate \$27,219,417.33**

Response Due Date to Procurement:

- Bidder Name/Price (including Allowances): **Zimmer Equipment, Inc. / \$25,283,024.00**
Zimmer Equipment, Inc., is the overall low bidder for Group 1 (Northwest Transfer Station MSW Transfers) and Group 3 (South County Transfer Station MSW Transfers – Option 2)
Alternate(s) Selected: \$ Revised Total Bid Price with Alternates: \$
- Reference checks are satisfactory: YES NO (If no, provide an explanation)
- Recommend award as responsive/responsible bidder: YES NO (If no, provide an explanation)
- Request Next Bidder? YES NO
- Provide a statement that addresses the reason(s) for your recommendation or rejection.

Zimmer Equipment, Inc. was the lowest bidder has been providing services for the past six (6) years and meets the needs of this contract.

- If recommending award, provide a justification for the +/- 3% variance of the award amount comparison to estimate (\$27,219,024.00).
Zimmer Equipment, Inc. is expected to be prepared for any tonnage increase due to the expected growth in population.
- Provide a description of what is being procured that you would like communicated to the approver(s) (e.g. County Administrator or Board of County Commissioners).
Supplemental hauling services for Municipal Solid Waste (MSW)
- Provide a description of the expected outcome of this procurement that you would like communicated to the approver(s) (e.g. County Administrator or Board of County Commissioners).
Provide continued supplemental hauling services for the Solid Waste Management Department (SWMD) for the next five (5) years.

9. Funding: Operating Grant: Grant Title Capital Project No(s): **There are sufficient funds in the requesting department's operating budget and purchase orders will only be issued against approved budgets.**

Fiscal Approved By: Tara Dean *Tara Dean* Date: 4/20/2023

Recommendation Approved By: *Christopher Eckert* Date: 4/20/23
Department Director

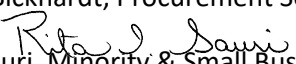
Enclosure



**Hillsborough
County Florida**

MINORITY & SMALL BUSINESS ENTERPRISES

PO Box 1110, Tampa, FL 33601-1110
(813) 272-7232 | Fax: (813) 276-2638

DATE: April 20, 2023
TO: Brian Bickhardt, Procurement Services
FROM: 
Rita Sauri, Minority & Small Business Special
Projects Coordinator
SUBJECT: RFQ 23702,1: Waste Transfer Services

**BOARD OF COUNTY
COMMISSIONERS**

Donna Cameron Cepeda
Harry Cohen
Ken Hagan
Pat Kemp
Gwendolyn "Gwen" Myers
Michael Owen
Joshua Wostal

COUNTY ADMINISTRATOR

Bonnie M. Wise

COUNTY ATTORNEY

Christine M. Beck

COUNTY INTERNAL AUDITOR

Peggy Caskey

ASSISTANT COUNTY ADMINISTRATOR

Ron Barton

The Minority & Small Business Enterprises has reviewed the subject bid submitted by Zimmer Equipment, Inc. The bid was reviewed to assess its compliance with the Hillsborough County Affirmative Action/Equal Employment Opportunity Standards which conform to Executive Order 11246 as amended which includes Revised Order No. 4.

The employment matrix submitted by Zimmer Equipment, Inc indicates that it has a permanent workforce which consists of 16 employee(s). Pursuant to Hillsborough County's Affirmative Action Requirements, Zimmer Equipment, Inc has furnished a copy of its Affirmative Action/Equal Opportunity Policy Statement. Based on the submitted documents we determined by Zimmer Equipment, Inc are in material compliance with Hillsborough County requirements.

The Minority & Small Business Enterprises finds that the bid submitted by Zimmer Equipment, Inc meets the requirements.

Notice of Intent to Award for RFQ 23702,1: Waste Transfer Services

Date Posted: April 20, 2023

RFQ 23702,1 Close Date 10/13/2022 14:00 RFQ Currency USD	Quotes Received 5 Active Quotes 4 Shortlisted Quotes 4	Invited Suppliers 637 Intent to Participate 7 Responded 4
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Header

		ARROW MINES HOLDING TRUST Quote 242038	GOLDEN RESOURCES TRANSPORTATION LLC	SUTTON VEHICLE SERVICES FLORIDA INC	ZIMMER EQUIPMENT INC Quote 242055	
Supplier Site						
Contact		Jones, Karen	Mosley, Bertishia	SUTTON, RAY	ZIMMERMAN, DANIEL	
Quote Status					Active	
Shortlist Status					Included	
Quote Total		34,631,480.00	37,112,400.00	37,927,760.00	32,771,648.00	
Total Award Amount					25,283,024.00	
Time of Quote		10/11/2022 23:15	10/13/2022 1:05	10/13/2022 13:58	10/13/2022 11:22	
Quote Valid Until						
Supplier's Quote Number			23701,1_			
Note to Buyer						
Attachments		No	No	No	No	
Title		Target Value	ARROW MINES HOLDING TRUST Quote 242038	GOLDEN RESOURCES TRANSPORTATION LLC	SUTTON VEHICLE SERVICES FLORIDA INC	ZIMMER EQUIPMENT INC Quote 242055

Requirements

Notes					
Notice: Pursuant to Hillsborough County Ordinance 13-24, Protest Process and Procedures and Cone of Silence the bidder(s) identified are being recommended for contract award. Interested parties with a grievance pertaining to this procurement shall provide the County written notice no later than five (5) business days from the date the County posts this notice of intent to award. See following link for specific ordinance details: http://hcf.gov.net/library/hillsborough/media-center/documents/Procurement%20Services/Procurement%20Manual/AppendixCC					Note: Award recommendation for Group 1 (Northwest Transfer Station MSW Transfers), Bid Pricing Lines 1.1 through 1.4, and Group 3 (South County Transfer Station MSW Transfers – Option 2, Bid Pricing Lines 3.1 through 3.3.
Affirmation					
Name of person submitting the Bid.		KRISTINE BORING	Bertishia Mosley	Raymond Sutton	Daniel Zimmermann, Zimmer Equipment, Inc.
Title of person submitting the Bid.		OWNER	Executive Director	owner	President
I represent that I am at least eighteen (18) years of age.		Yes	Yes	Yes	Yes
I represent that the printing of my name and the submittal of a Bid is intended to authenticate this writing and to have the same force and effect as my manual signature.		Yes	Yes	Yes	Yes
I represent that I am either authorized to bind the Bidder, or that I am submitting the Bid on behalf of and at the direction of the Bidder's representative authorized to contractually bind the Bidder.		Yes	Yes	Yes	Yes
I represent that the Bidder and/or its applicable representative(s) has reviewed the information contained in this Bid and that the information submitted is accurate.		Yes	Yes	Yes	Yes
At this present time, we understand all requirements and state that as a serious Bidder we will comply with all the stipulations included in this Solicitation Document.		Yes	Yes	Yes	Yes
The above-named Bidder affirms and declares:					

<p>1. That the Bidder is of lawful age and that no other person, firm or corporation has any interest in this Bid or in the Contract proposed to be entered into.</p> <p>2. That this Bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Bid for the same purpose, and is, in all respects, fair and without collusion or fraud.</p> <p>3. That the Bidder 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.</p> <p>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 become interested, directly or indirectly, surety or otherwise in this Bid; in the performance of this Contract; in the supplies, materials, equipment, and Services and/or Work to which they relate; or in any portion of the profits thereof.</p> <p>5. That the Bidder has carefully examined the site where the Services and/or Work are to be performed and that, from the Bidder's own investigations, the Bidder is satisfied with the nature and location of the Project and/or Work to be performed; the character, quality and quantity of materials; the kind and extent of the equipment and other facilities needed for the performance of the Services and/or Work; the general and local conditions, all difficulties to be encountered; and all other items which may in any way affect the performance of the Services and/or Work.</p> <p>6. That the Bidder has not altered the original Solicitation Document in any way and further understands that any such alteration of the original Solicitation Document may result in rejection of the Bidder's Bid.</p> <p>7. Bidder 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). Bidder hereby certifies that Bidder (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. Bidder acknowledges and understands that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject Bidder to civil penalties, attorneys' fees and/or costs.</p>					
<p>In addition to the Bidder's affirmations set forth herein, Bidder affirms and declares that Bidder is in compliance with Florida Statutes, Section 448.095 which, in part, requires all Contractors and its Subcontractors to register with and use the United States Department of Homeland Security's E-Verify system for all newly hired employees, and requires Contractors to obtain affidavits from its Subcontractors stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Bidder acknowledges and understands that pursuant to Florida Statutes Section 448.095, the County is required to terminate the Contract if it has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1): whereupon the Contractor will not be eligible for award of a</p>		Yes	Yes	Yes	Yes

<p>... (b) ... and ... (c) ... shall not be signed or entered into a public contract for at least one year from the date of such termination.</p>					
General Requirements					
<p>Deviation(s): Any representation of deviation(s) may cause this Bid to be rejected by Hillsborough County. The following represents every deviation (itemized by number) to the foregoing Invitation to Bid upon which this Bid is based.</p>	NONE				
<p>In the event an Agreement is executed upon the award of this Invitation to Bid to the Bidder, the County will provide Successful Bidder with a copy of the executed Agreement, if applicable. The County prefers to provide the document via electronic mail (e-mail). However, if Bidder wishes to receive an original hard copy of the executed Agreement, it can be mailed. Indicate the delivery method desired.</p>	Send electronic version	Send electronic version	Send electronic version	Send electronic version	Send electronic version
<p>Bidder will accept payment from the County by direct deposit through the ACH electronic payment solution. Note: If Bidder is already enrolled in the County's ACH solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.</p>	Yes	Yes	Yes	Yes	Yes
<p>Pursuant to the SPECIAL TERMS AND CONDITIONS that allows the Contract to be available to all government agencies, departments, and municipalities, does the Bidder agree to make the contract and bid prices submitted available to all government agencies, departments, and municipalities? The Bidder's choice to make the contract available (or not) will NOT be considered in the award of the Bid.</p>	Yes	Yes	Yes	Yes	Yes

Notice of Intent to Award for RFQ 23702,1: Waste Transfer Services

RFQ 23702,1 Close Date 10/13/2022 14:00 RFQ Currency USD	Quotes Received 5 Active Quotes 4 Shortlisted Quotes 4	Invited Suppliers 637 Intent to Participate 7 Responded 4
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Lines

Number of Awarded Lines	7	Total Current Value		Total Savings Amount	
Number of Awarded Suppliers	1	Total Award Amount	25,283,024.00	Total Savings Percent	

1 Northwest Transfer Station MSW Transfers

1.1 Night time hauling from the Northwest Transfer Station to the Resource Recovery Facility

Line Type	Quantity	Unit	Ton (s)	Quantity Agreed	
Item,Rev		Start Price		Award Amount	12,740,000.00
Category	958.96	Current Price		Savings Amount	
				Savings Percent	

	Target Value	ARROW MINES HOLDING TRUST Quote 242038	GOLDEN RESOURCES TRANSPORTATION LLC	SUTTON VEHICLE SERVICES FLORIDA INC	ZIMMER EQUIPMENT INC Quote 242055
Supplier Site					
Quote Status					Active
Shortlist Status					Included
Quote Price		14.5	15	13	14
Unit Price Savings					
Unit Price Savings Percent					
Minimum Release Amount					
Award		No	No	No	Yes
Quantity Agreed	910000				
Award Amount					12,740,000.00
Award/Reject Reason					
Note to Buyer					
Attachments		No	No	No	No

1.2 Night time hauling from Northwest Transfer Station to the Southeast County Landfill

Line Type	Quantity	Unit	Ton (s)	Quantity Agreed	
Item,Rev		Start Price		Award Amount	3,354,000.00
Category	958.96	Current Price		Savings Amount	
				Savings Percent	

	Target Value	ARROW MINES HOLDING TRUST Quote 242038	GOLDEN RESOURCES TRANSPORTATION LLC	SUTTON VEHICLE SERVICES FLORIDA INC	ZIMMER EQUIPMENT INC Quote 242055
Supplier Site					
Quote Status					Active
Shortlist Status					Included
Quote Price		8	15	23	21.5
Unit Price Savings					
Unit Price Savings Percent					
Minimum Release Amount					
Award		No	No	No	Yes
Quantity Agreed	156000				
Award Amount					3,354,000.00
Award/Reject Reason					
Note to Buyer					
Attachments		No	No	No	No

1.3 Contingency On-Call Day time hauling from Northwest Transfer Station to Southeast County Landfill

Line Type **Quantity**
 Item,Rev
 Category **958.96**

Unit **Ton (s)**
 Start Price
 Current Price

Quantity Agreed	
Award Amount	111,800.00
Savings Amount	
Savings Percent	

	Target Value	ARROW MINES HOLDING TRUST Quote 242038	GOLDEN RESOURCES TRANSPORTATION LLC	SUTTON VEHICLE SERVICES FLORIDA INC	ZIMMER EQUIPMENT INC Quote 242055
Supplier Site					
Quote Status					Active
Shortlist Status					Included
Quote Price		8	15	12	21.5
Unit Price Savings					
Unit Price Savings Percent					
Minimum Release Amount					
Award		No	No	No	Yes
Quantity Agreed	5200				
Award Amount					111,800.00
Award/Reject Reason					
Note to Buyer					
Attachments		No	No	No	No

1.4 Contingency On-Call Sunday Day time hauling from Northwest Transfer Station to Southeast County Landfill

Line Type **Quantity**
 Item,Rev
 Category **958.96**

Unit **Ton (s)**
 Start Price
 Current Price

Quantity Agreed	
Award Amount	122,200.00
Savings Amount	
Savings Percent	

	Target Value	ARROW MINES HOLDING TRUST Quote 242038	GOLDEN RESOURCES TRANSPORTATION LLC	SUTTON VEHICLE SERVICES FLORIDA INC	ZIMMER EQUIPMENT INC Quote 242055
Supplier Site					
Quote Status					Active
Shortlist Status					Included
Quote Price		8	15	16	23.5
Unit Price Savings					
Unit Price Savings Percent					
Minimum Release Amount					
Award		No	No	No	Yes
Quantity Agreed	5200				
Award Amount					122,200.00
Award/Reject Reason					
Note to Buyer					
Attachments		No	No	No	No

2 South County Transfer Station MSW Transfers - Option 1

2.1 Night time hauling from South County Transfer Station to the Southeast County Landfill

Line Type	Quantity	Unit	Ton (s)	Quantity Agreed	
Item,Rev			Start Price	Award Amount	0.00
Category	958.96		Current Price	Savings Amount	
				Savings Percent	

	Target Value	ARROW MINES HOLDING TRUST Quote 242038	GOLDEN RESOURCES TRANSPORTATION LLC	SUTTON VEHICLE SERVICES FLORIDA INC	ZIMMER EQUIPMENT INC Quote 242055
Supplier Site					
Quote Status					
Shortlist Status					
Quote Price		14.5	15	16	11.75
Unit Price Savings					
Unit Price Savings Percent					
Minimum Release Amount					
Award		No	No	No	No
Quantity Agreed	624000				
Award Amount					
Award/Reject Reason					
Note to Buyer					
Attachments		No	No	No	No

2.2 Contingency On-Call Day time hauling from South County Transfer Station to SCLF

Line Type	Quantity	Unit	Ton (s)	Quantity Agreed	
Item,Rev			Start Price	Award Amount	0.00
Category	958.96		Current Price	Savings Amount	
				Savings Percent	

	Target Value	ARROW MINES HOLDING TRUST Quote 242038	GOLDEN RESOURCES TRANSPORTATION LLC	SUTTON VEHICLE SERVICES FLORIDA INC	ZIMMER EQUIPMENT INC Quote 242055
Supplier Site					
Quote Status					
Shortlist Status					
Quote Price		8	15	16	11.75
Unit Price Savings					
Unit Price Savings Percent					
Minimum Release Amount					
Award		No	No	No	No
Quantity Agreed	6240				
Award Amount					
Award/Reject Reason					
Note to Buyer					
Attachments		No	No	No	No

2.3 Contingency On-Call Sunday Day time hauling from South County Transfer Station to Southeast County Landfill

Line Type **Quantity**
 Item,Rev
 Category **958.96**

Unit **Ton (s)**
 Start Price
 Current Price

Quantity Agreed	
Award Amount	0.00
Savings Amount	
Savings Percent	

	Target Value	ARROW MINES HOLDING TRUST Quote 242038	GOLDEN RESOURCES TRANSPORTATION LLC	SUTTON VEHICLE SERVICES FLORIDA INC	ZIMMER EQUIPMENT INC Quote 242055
Supplier Site					
Quote Status					
Shortlist Status					
Quote Price		8		15	16
Unit Price Savings					13.35
Unit Price Savings Percent					
Minimum Release Amount					
Award		No	No	No	No
Quantity Agreed		6240			
Award Amount					
Award/Reject Reason					
Note to Buyer					
Attachments		No	No	No	No

3 South County Transfer Station MSW Transfers - Option 2

3.1 Day time hauling from South County Transfer Station to the Southeast County Landfill

Line Type **Quantity**
 Item,Rev
 Category **958.96**

Unit **Ton (s)**
 Start Price
 Current Price

Quantity Agreed	
Award Amount	8,955,024.00
Savings Amount	
Savings Percent	

	Target Value	ARROW MINES HOLDING TRUST Quote 242038	GOLDEN RESOURCES TRANSPORTATION LLC	SUTTON VEHICLE SERVICES FLORIDA INC	ZIMMER EQUIPMENT INC Quote 242055
Supplier Site					
Quote Status					Active
Shortlist Status					Included
Quote Price		14.5		15	16
Unit Price Savings					11.75
Unit Price Savings Percent					
Minimum Release Amount					
Award		No	No	No	Yes
Quantity Agreed		748800			
Award Amount					8,955,024.00
Award/Reject Reason					
Note to Buyer					
Attachments		No	No	No	No

3.2 Contingency On-Call Night time hauling from South County Transfer Station to SCLF

Line Type **Quantity**
 Item,Rev
 Category **958.96**

Unit **Ton (s)**
 Start Price
 Current Price

Quantity Agreed
 Award Amount **73,320.00**
 Savings Amount
 Savings Percent

	Target Value	ARROW MINES HOLDING TRUST Quote 242038	GOLDEN RESOURCES TRANSPORTATION LLC	SUTTON VEHICLE SERVICES FLORIDA INC	ZIMMER EQUIPMENT INC Quote 242055
Supplier Site					
Quote Status					Active
Shortlist Status					Included
Quote Price		8	15	16	11.75
Unit Price Savings					
Unit Price Savings Percent					
Minimum Release Amount					
Award		No	No	No	Yes
Quantity Agreed	6240				
Award Amount					73,320.00
Award/Reject Reason					
Note to Buyer					
Attachments		No	No	No	No

3.3 Contingency On-Call Sunday Day time hauling from South County Transfer Station to Southeast County Landfill

Line Type **Quantity**
 Item,Rev
 Category **958.96**

Unit **Ton (s)**
 Start Price
 Current Price

Quantity Agreed
 Award Amount **83,304.00**
 Savings Amount
 Savings Percent

	Target Value	ARROW MINES HOLDING TRUST Quote 242038	GOLDEN RESOURCES TRANSPORTATION LLC	SUTTON VEHICLE SERVICES FLORIDA INC	ZIMMER EQUIPMENT INC Quote 242055
Supplier Site					
Quote Status					Active
Shortlist Status					Included
Quote Price		8	15	16	13.35
Unit Price Savings					
Unit Price Savings Percent					
Minimum Release Amount					
Award		No	No	No	Yes
Quantity Agreed	6240				
Award Amount					83,304.00
Award/Reject Reason					
Note to Buyer					
Attachments		No	No	No	No

Invitation to Bid 23702,1:242055

Title **Waste Transfer Services**
 Amendment Date **15-SEP-2022 15:40:44**
 Amendment Description **Added Section 2.4. Price Escalation/De-Escalation (CPI). Updated Section 1.14.1. Fuel Surcharges, to reflect round-trip mileage in sub-sections 1.14.1.1., 1.14.1.2. and 1.14.1.3. and extended the close date to reflect September 29, 2022 at 14:00.**

Close Date **13-OCT-2022 14:00:00** Open Date **15-SEP-2022 15:40:45**
 Time Zone **Eastern Time**
 Response Status **Active**

Your response has been submitted to:

Company	HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS
Buyer	Bickhardt, Brian
Location	BOCCOU 601 E Kennedy Blvd Tampa, FL United States
Phone	813-663-3213
Fax	
Email	BickhardtB@hillsboroughcounty.org

Your information is:

Your Company Name	ZIMMER EQUIPMENT INC
Your Company Site	
Address	2811 N 62ND ST TAMPA, FL 33619-9162 United States
Contact Details	ZIMMERMAN, DANIEL

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1 Header Information

1.1 General Information

Title **Waste Transfer Services**
 Description **The Hillsborough County Solid Waste Management Department (SWMD) seeks to award a contract to one (1) or more qualified Contractor(s) for the transfer of Municipal Solid Waste (MSW) from the Northwest County Transfer Station (NWTS) or South County Transfer Station (SCTS) to either the Resource Recovery Facility (RRF) or Southeast County Landfill (SCLF).**
 Amendment Date **15-SEP-2022 15:40:44**
 Amendment Description **Added Section 2.4. Price Escalation/De-Escalation (CPI). Updated Section 1.14.1. Fuel Surcharges, to reflect round-trip mileage in sub-sections 1.14.1.1., 1.14.1.2. and 1.14.1.3. and extended the close date to reflect September 29, 2022 at 14:00.**

Open Date **15-SEP-2022 15:40:45**
 Close Date **13-OCT-2022 14:00:00**
 Time Zone **Eastern Time**
 Quote Style **Sealed**
 Event **Invitation to Bid**

Buyer **Bickhardt, Brian**
 Email **BickhardtB@hillsboroughcounty.org**
 Outcome **Blanket Purchase Agreement**

1.2 Terms

Effective Start Date	Not Specified	Effective End Date	Not Specified
Ship-To Address	Multiple Multiple Tampa, FL 33601 United States	Bill-To Address	CCC-County Finance-AP (Global) PO BOX 1110 Tampa, FL 33601-1110 United States
Payment Terms	NET 30 DAYS	Carrier	Best Way
FOB	FOB - Destination	Freight Terms	Freight Included
Currency	USD (US Dollar)	Price Precision	Any
Response Valid Until		Reference Number	
Total Agreement Amount (USD)	Not Specified	Minimum Release Amount (USD)	Not Specified

1.3 Requirements

Affirmation
Name of person submitting the Bid. <i>Your response value:</i> Daniel Zimmermann, Zimmer Equipment, Inc.
Title of person submitting the Bid. <i>Your response value:</i> President
I represent that I am at least eighteen (18) years of age. Acceptable Values Yes
<i>Your response value:</i> Yes
I represent that the printing of my name and the submittal of a Bid is intended to authenticate this writing and to have the same force and effect as my manual signature. Acceptable Values Yes

Affirmation
..... <i>Your response value:</i> Yes
I represent that I am either authorized to bind the Bidder, or that I am submitting the Bid on behalf of and at the direction of the Bidder's representative authorized to contractually bind the Bidder.
Acceptable Values Yes
..... <i>Your response value:</i> Yes
I represent that the Bidder and/or its applicable representative(s) has reviewed the information contained in this Bid and that the information submitted is accurate.
Acceptable Values Yes
..... <i>Your response value:</i> Yes
At this present time, we understand all requirements and state that as a serious Bidder we will comply with all the stipulations included in this Solicitation Document. The above-named Bidder affirms and declares: That the Bidder is of lawful age and that no other person, firm or corporation has any interest in this Bid or in the Contract proposed to be entered into. That this Bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Bid for the same purpose, and is, in all respects, fair and without collusion or fraud. That the Bidder is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County. That no officer or employee or person whose salary is payable, in whole or in part, from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Bid; in the performance of this Contract; in the supplies, materials, equipment, and Services and/or Work to which they relate; or in any portion of the profits thereof. That the Bidder has carefully examined the site where the Services and/or Work are to be performed and that, from the Bidder's own investigations, the Bidder is satisfied with the nature and location of the Project and/or Work to be performed; the character, quality and quantity of materials; the kind and extent of the equipment and other facilities needed for the performance of the Services and/or Work; the general and local conditions, all difficulties to be encountered; and all other items which may in any way affect the performance of the Services and/or Work. That the Bidder has not altered the original Solicitation Document in any way and further understands that any such alteration of the original Solicitation Document may result in rejection of the Bidder's Bid. Bidder 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). Bidder hereby certifies that Bidder (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. Bidder acknowledges and understands that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject Bidder to civil penalties, attorneys' fees and/or costs.
Acceptable Values Yes
..... <i>Your response value:</i> Yes
In addition to the Bidder's affirmations set forth herein, Bidder affirms and declares that Bidder is in compliance with Florida Statutes, Section 448.095 which, in part, requires all Contractors and its Subcontractors to register with and use the United States Department of Homeland Security's E-Verify system for all newly hired employees, and requires Contractors to obtain affidavits from its Subcontractors stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Bidder acknowledges and understands that pursuant to Florida Statutes Section 448.095, the County is required to terminate the Contract if it has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1); whereupon, the Contractor will not be eligible for award of a public contract for at least one year from the date of such termination.

Affirmation
<p>.....</p> <p>Acceptable Values Yes</p> <p>.....</p> <p><i>Your response value:</i> Yes</p>
General Requirements
<p>Deviations: Any representation of deviation(s) may cause this Bid to be rejected by Hillsborough County. The following represents every deviation (itemized by number) to the foregoing Invitation to Bid upon which this Bid is based.</p> <p>.....</p> <p>Type Optional</p> <p>.....</p> <p><i>Your response value:</i></p> <p>In the event an Agreement is executed upon the award of this Invitation to Bid to the Bidder, the County will provide Successful Bidder with a copy of the executed Agreement, if applicable. The County prefers to provide the document via electronic mail (e-mail). However, if Bidder wishes to receive an original hard copy of the executed Agreement, it can be mailed. Indicate the delivery method desired.</p> <p>.....</p> <p>Acceptable Values Send electronic version Send hard copy via U.S. Mail</p> <p>.....</p> <p><i>Your response value:</i> Send electronic version</p> <p>Bidder will accept payment from the County by direct deposit through the ACH electronic payment solution. Note: If Bidder is already enrolled in the County's ACH solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.</p> <p>.....</p> <p>Acceptable Values Yes No</p> <p>.....</p> <p><i>Your response value:</i> Yes</p> <p>Pursuant to the SPECIAL TERMS AND CONDITIONS that allows the Contract to be available to all government agencies, departments, and municipalities, does the Bidder agree to make the contract and bid prices submitted available to all government agencies, departments, and municipalities? The Bidder's choice to make the contract available (or not) will NOT be considered in the award of the Bid.</p> <p>.....</p> <p>Acceptable Values Yes No</p> <p>.....</p> <p><i>Your response value:</i> Yes</p>

1.4 Attachments

1.4.1 Buyer Attachments

Name	Data Type	Description
Substitute W-9	File	Complete upon County's request.
Insurance Certificate	File	Complete upon County's request.
Drug Free Workplace Form.doc	File	Submit with Offer. (optional)
Responsibility Survey.pdf	File	Complete upon County's request.
AA-EEO Documents Fillable	File	Complete upon County's request.

Name	Data Type	Description
(Template)		

1.4.2 Supplier Attachments

2 Price Schedule

2.1 Line Information

Display Rank As **No indicator displayed**
 Ranking **Price Only**
 Cost Factors **None**
 Response Total (USD) **32,771,648.00**

Line	Item, Rev	Target Quantity	Unit	Response Price	Amount	Bid Minimum Release Amount
1 Northwest Transfer Station MSW Transfers				No Response		
1.1 Night time hauling from the Northwest Transfer Station to the Resource Recovery Facility		910,000	Ton (s)	14	12,740,000.00	
1.2 Night time hauling from Northwest Transfer Station to the Southeast County Landfill		156,000	Ton (s)	21.5	3,354,000.00	
1.3 Contingency On-Call Day time hauling from Northwest Transfer Station to Southeast County Landfill		5,200	Ton (s)	21.5	111,800.00	
1.4 Contingency On-Call Sunday Day time hauling from Northwest Transfer Station to Southeast County Landfill		5,200	Ton (s)	23.5	122,200.00	
2 South County Transfer Station MSW Transfers - Option 1				No Response		
2.1 Night time hauling from South County Transfer Station to the Southeast County Landfill		624,000	Ton (s)	11.75	7,332,000.00	
2.2 Contingency On-Call Day time hauling from South County Transfer Station to SCLF		6,240	Ton (s)	11.75	73,320.00	
2.3 Contingency On-Call Sunday Day time hauling from South County Transfer Station to Southeast County Landfill		6,240	Ton (s)	13.35	83,304.00	
3 South County Transfer Station MSW Transfers - Option 2				No Response		
3.1 Day time hauling from South County Transfer Station to the Southeast County Landfill		748,800	Ton (s)	11.75	8,798,400.00	
3.2 Contingency On-Call Night time hauling from South County Transfer Station to SCLF		6,240	Ton (s)	11.75	73,320.00	
3.3 Contingency On-Call Sunday Day time hauling from South County Transfer Station to Southeast County		6,240	Ton (s)	13.35	83,304.00	

Line	Item, Rev	Target Quantity	Unit	Response Price	Amount	Bid Minimum Release Amount
Landfill						

2.2 Line Details

2.2.1 Line 1.1 Night time hauling from the Northwest Transfer Station to the Resource Recovery Facility

Group **Northwest Transfer Station**
MSW Transfers
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.2 Line 1.2 Night time hauling from Northwest Transfer Station to the Southeast County Landfill

Group **Northwest Transfer Station**
MSW Transfers
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.3 Line 1.3 Contingency On-Call Day time hauling from Northwest Transfer Station to Southeast County Landfill

Group **Northwest Transfer Station**
MSW Transfers
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.4 Line 1.4 Contingency On-Call Sunday Day time hauling from Northwest Transfer Station to Southeast County Landfill

Group **Northwest Transfer Station**
MSW Transfers
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.5 Line 2.1 Night time hauling from South County Transfer Station to the Southeast County Landfill

Group **South County Transfer Station**
MSW Transfers - Option 1
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.6 Line 2.2 Contingency On-Call Day time hauling from South County Transfer Station to SCLF

Group **South County Transfer Station**
MSW Transfers - Option 1
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.7 Line 2.3 Contingency On-Call Sunday Day time hauling from South County Transfer Station to Southeast County Landfill

Group **South County Transfer Station**
MSW Transfers - Option 1
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.8 Line 3.1 Day time hauling from South County Transfer Station to the Southeast County Landfill

Group **South County Transfer Station**
MSW Transfers - Option 2
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.9 Line 3.2 Contingency On-Call Night time hauling from South County Transfer Station to SCLF

Group **South County Transfer Station**
MSW Transfers - Option 2
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.10 Line 3.3 Contingency On-Call Sunday Day time hauling from South County Transfer Station to Southeast County Landfill

Group **South County Transfer Station**
MSW Transfers - Option 2
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

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Terms and Conditions

1. Specifications

1.1. Scope *

The Hillsborough County Solid Waste Management Department (SWMD) seeks to award a contract to one (1) or more qualified Contractor(s) for the transfer of Municipal Solid Waste (MSW) from the Northwest County Transfer Station (NWTS) or South County Transfer Station (SCTS) to either the Resource Recovery Facility (RRF) or Southeast County Landfill (SCLF).

1.2. Applicable Publications and Terminology *

The following publication(s) of the issue in effect on date of this solicitation, forms a part of this specification:

1.2.1. MSW - Municipal Solid Waste

1.2.2. NWTS - Northwest County Transfer Station

1.2.3. SCTS - South County Transfer Station

1.2.4. RRF - Resource Recovery Facility

1.2.5. SCLF - Southeast County Landfill

1.2.6. Weight Ticket - Ticket received from the Scale House at the County-designated disposal site when Contractor's vehicle weighs out after delivering its load.

1.2.7. Transfer station - Facility where Residential and Commercial solid waste haulers deliver collected garbage which is then transferred to a disposal site.

1.3. Minimum Qualifications *

The Bidder or principal thereof shall demonstrate recent experience in providing substantially similar services. The "Responsibility Survey" should be used by the Bidder to provide such information. If the Bidder uses its own form, the information provided must be substantially similar as requested in the Responsibility Survey.

1.4. Minimum Requirements *

1.4.1. The Contractor/Contractors shall furnish, including but not limited to, all labor, tools, vehicles, fuel,

equipment, containers, maintenance, materials, parts, tolls, licenses, permits, and fees necessary to perform the MSW transfer services as described within these specifications.

1.4.2. The number of Contractor's trucks dictated by the County in these specifications is necessary to prevent traffic jams at loading or disposal sites. This requirement shall prevent major delays while loading and unloading as there are restrictions to loading one (1) truck at a time and restricted to unloading four (4) trucks at a time.

1.4.2.1. The Contractor/Contractors shall submit an equipment list with bid submission or upon County's request.

1.5. Northwest County Transfer Stations (NWTS)

1.5.1. Night time service from NWTS to RRF

1.5.1.1. The Contractor/Contractors shall transfer MSW from the NWTS to the RRF, five (5) nights per week, Monday through Friday, between the hours of 6:30 PM to 5:00 AM.

1.5.1.1.1. The Contractor/Contractors assigned to RRF may be required to haul to SCLF, instead of RRF as required, due to outages at the RRF.

1.5.1.1.2. SWMD shall provide a twenty-four (24)-hour notification to the Contractor/Contractors for any changes to the disposal facility.

1.5.1.2. Currently, a minimum of seven (7) trucks with five (5) loads of twenty (20) tons each per night shall be needed; however, this amount may need to be changed based upon operational needs of the disposal facility or increased based upon the growth of County services.

1.5.1.2.1. SWMD shall provide the Contractor/Contractors a thirty (30) day notice for any change in the number of minimum trucks required.

1.5.1.3. The Contractor/Contractors shall be required to make up any transfer of MSW during the week whenever the number of trucks are reduced due to Contractor's reduction of service by replacing out-of-service trucks or transferring additional loads.

1.5.2. Night time service from NWTS to SCLF

1.5.2.1. The Contractor/Contractors shall transfer MSW from the NWTS to the SCLF, five (5) nights per week, Monday through Friday, between the hours of 6:30 PM to 5:00 AM.

1.5.2.1.1. Those Contractor/Contractors assigned to RRF may be required to haul to SCLF, instead of RRF as required, due to outages at the RRF.

1.5.2.1.2. SWMD shall provide a twenty-four (24)-hour notification for any changes to the disposal facility.

1.5.3. Contingency On-Call Day time Services from NWTS to SCLF

1.5.3.1. The County Project Manager (PM) may request contingency on-call day time services during the hours of 7:00 AM to 5:30 PM by providing a forty-eight (48)-hour notification, the estimated amount of tonnage, and the number of trucks needed when services are required.

1.5.4. Contingency On-Call Sunday Day time Services from NWTS to SCLF

1.5.4.1. The PM may request contingency on-call Sunday day time services during the hours of 7:00 AM to 5:30 PM on Sundays by providing a forty-eight (48)-hour notification, the estimated amount of tonnage, and the number of trucks needed when services are required.

1.6. South County Transfer Station (SCTS) – Option 1

1.6.1. Night time SCTS to SCLF

1.6.1.1. The Contractor/Contractors shall transfer MSW from the SCTS to the SCLF, five (5) nights per week, Monday through Friday, between the hours of 6:30 PM to 5:00 AM.

1.6.1.2. Currently, a minimum of four (4) trucks with five (5) loads of twenty-four (24) tons each per night shall be needed; however, this amount may need to be changed based upon operational needs of the disposal facility or increased based upon the growth of County services.

1.6.1.2.1. SWMD shall provide the Contractor/Contractors a thirty (30) day notice for any change in the number of minimum trucks required.

1.6.1.3. The Contractor/Contractors shall be required to make up any transfer of MSW during the week whenever the number of trucks are reduced due to Contractor's reduction of service by replacing out-of-service trucks or transferring additional loads.

1.6.2. Contingency On-Call Day time Services from SCTS to SCLF

1.6.2.1. The PM may request additional contingency on-call day time services during the hours of 6:00 AM to 4:30 PM providing a forty-eight (48)-hour notification, the estimated amount of tonnage, and the number of trucks required when services are required.

1.6.3. Contingency On-Call Sunday Day time Services from SCTS to SCLF

1.6.3.1. The PM may request additional contingency on-call Sunday day time services during the hours of 6:00 AM to 4:30 PM on Sundays by providing a forty-eight (48)-hour notification, an estimated amount of tonnage, and the number of trucks required when services are required.

1.7. South County Transfer Station (SCTS) – Option 2

1.7.1. Day time SCTS to SCLF

1.7.1.1. The Contractor/Contractors shall transfer MSW from the SCTS to the SCLF, six (6) days per week, Monday through Saturday, between the hours of 6:00 AM to 4:30 PM.

1.7.1.2. Currently, a minimum of four (4) trucks with five (5) loads of twenty-four (24) tons each per day shall be needed; however, this amount may need to be changed based upon operational needs of the disposal facility or increased based upon the growth of County Services.

1.7.1.2.1. SWMD shall provide the Contractor/Contractors a thirty (30) day notice for any change in the number of minimum trucks required.

1.7.1.3. The Contractor/Contractors shall be required to make up any transfer of MSW during the week whenever the number of trucks are reduced due to Contractor's reduction of service by replacing out-of-service trucks or transferring additional loads.

1.7.2. Contingency On-Call Night time Services from SCTS to SCLF

1.7.2.1. The PM may request additional contingency on-call night time services during the hours of 6:30 PM to 5:00 AM providing a forty-eight (48)-hour notification, the estimated amount of tonnage, and the number of trucks required when services are required.

1.7.3. Contingency On-Call Sunday Day time Services from SCTS to SCLF

1.7.3.1. The PM may request additional contingency on-call Sunday day time services during the hours of 6:00 AM to 4:30 PM on Sundays providing a forty-eight (48)-hour notification, an estimated amount of tonnage, and the number of trucks required when services are required.

1.8. Transfer Stations Procedures

1.8.1. Arrival Procedures at the NWTS or SCTS: Contractor's operators/drivers shall stop at the scale house for incoming weight.

1.8.1.1. Vehicles shall immediately queue at the loading bay area and be ready to begin the loading process.

1.8.1.1.1. SWMD staff at NWTS will load and pack each vehicle/trailer with a front-end loader and tamping crane with approximately twenty (20) to twenty-two (22) tons of MSW.

1.8.1.1.2. SWMD staff at SCTS will load and pack each vehicle/trailer with a front-end loader and tamping crane with approximately twenty-four (24) tons of MSW which shall require overweight permits.

1.8.1.1.3. Contractor's vehicles shall be required to conform to the queuing and loading procedures applicable to all vehicles at each facility.

1.8.1.2. After loading the Contractor's vehicle operator (driver) shall ensure that the load is secured and appropriately covered to prevent any MSW from escaping during transportation. Repeated failure to properly secure and tarp loads may result in contract termination.

1.8.2. Disposal Procedures at the RRF and SCLF: The Contractor/Contractors is responsible for having the vehicle weighed upon arrival at the disposal facility utilizing unattended lanes and obtaining two (2) copies of the outbound weight ticket.

1.8.2.1. The Contractor/Contractors shall be required to provide a copy of the outbound weight ticket to the SWMD Operations Manager or designee no later than 8:00 am on the next working day following delivery of the load to the RRF or SCLF. Failure to do so may affect payment.

1.8.2.2. The Contractor/Contractors are responsible for manually recording: truck number, disposal location, date, time, and weight, if and when unattended lane is not operational.

1.8.2.3. All Contractor's equipment shall be removed from County facilities by the close of each operating day unless prior approval is obtained from SWMD.

1.8.3. The Contractor's staff, agents, representatives, and drivers shall follow all facility rules, regulations, and directions given by SWMD staff in the performance of the waste transport services described in these specifications and shall not engage in any activity which constitutes a violation of the SWMD's regulatory permits.

1.8.4. The Contractor/Contractors shall be required to provide and maintain a means of communication that will allow SWMD to contact the Contractor/Contractors twenty-four (24) hours per day, seven (7) days per week. An answering service or electronic paging device shall be acceptable.

1.8.4.1. Before commencing any work, the Contractor/Contractors shall furnish to the PM the following information:

1.8.4.1.1. Company representative's name, telephone number, fax number, email, and address.

1.8.4.1.2. List of drivers, including Commercial Driver's License number.

1.8.4.1.3. Overweight permits.

1.9. Vehicles

1.9.1. The Contractor/Contractors shall furnish all vehicles necessary to perform the work as outlined within these specifications..

1.9.2. The Contractor/Contractors shall maintain all vehicles utilized in the performance of the work in good mechanical condition.

1.9.2.1. Vehicle and equipment repair or maintenance shall not be permitted at any SWMD facility without prior approval from SWMD.

1.9.3. All trucks and trailers shall have:

1.9.3.1. A unique identification number displayed on each side of the cab, and the hood, large enough and in a location that the County scale house attendant and crane operators,can easily see the identification number as the vehicle enters the scales and loading bays;

1.9.3.2. The Contractor/Contractors shall register each vehicle and trailer to provide the hauler's identification, truck number, and tare weight as applicable;

1.9.3.3. The Contractor shall not interchange truck numbers between trucks or trailers.

1.9.3.4. County issued transponders on cab of truck and trailer.

1.9.4. The Contractor/Contractors shall be responsible for submitting all truck and trailer information for their company and any subcontractors to the County along with overweight permits and to review all of the information for accuracy and provide updates whenever changes occur. This information shall be submitted to the email address of SWTRUCKS@HillsboroughCounty.org to register vehicles without exception.

1.9.4.1. A SWMD issued commercial account number for the Contractor/Contractors shall be linked to the truck identification numbers provided by the Contractor/Contractors.

1.9.5. The Contractor/Contractors shall ensure that each of its representatives (drivers) who operate a motor vehicle

in performance of the work is properly licensed by the State of Florida for the safe operation of the vehicle.

1.9.6. The Contractor/Contractors shall ensure that its vehicles are compatible with all applicable SWMD facilities and operations.

1.9.7. At no time should a driver bypass the scales.

1.9.8. Transfer vehicles used for the transfer of MSW from the NWTS or the SCTS shall conform to the following standards:

1.9.8.1. Vehicles shall be open-top, tractor/trailer combination transfer vehicles with a gross vehicle weight of 80,000 pounds.

1.9.8.1.1. The Contractor/Contractors shall provide all overweight permits for each vehicle and provide all updated permits within five (5) days of issuance.

1.9.8.2. Vehicles shall have a minimum trailer capacity of 100 cubic yards, a maximum overall height of no more than 13'4", and the width of the vehicle no more than 101".

1.9.8.3. Vehicles/trailers shall be equipped with a sealed automated unloading system in addition to a tarping system.

1.10. Spill Procedures

1.10.1. A Spills Handling Procedure(s) shall be submitted with the Bid or upon the County's request and shall include:

1.10.1.1. Clean up procedures including methods to contain, collect and dispose of spilled MSW or any other products from the vehicle.

1.10.1.2. List of equipment in each truck to manage spills.

1.10.1.3. Vehicle inspection procedures to prevent spills.

1.10.1.4. Spill response action plans.

1.10.1.5. Spill prevention and response plan training for agents, employees, or subcontractors.

1.10.2. Notification procedures for immediately informing SWMD, Hillsborough County Environmental Protection Commission, and Florida Department of Environmental Protection of the spill incident location, time, date, and

steps taken to clean up the spill.

1.10.3. The Contractor/Contractors shall clean up any MSW spills caused by the Contractor/Contractors or by its agents, employees, or subcontractors.

1.10.4. The Contractor/Contractors shall be responsible for all costs and/or damages associated with MSW spills. Also, if the spill was caused by negligence from the Contractor, the Contractor shall be responsible for all fines and penalties that are charged by any governmental agency.

1.10.5. Contractor/Contractors shall advise the PM via email within twenty-four (24) hours after an incident has occurred of the spill procedures performed.

1.11. Safety

1.11.1. The Contractor/Contractors shall provide all approved safety devices and equipment and shall exercise all care and reasonable measures necessary to safeguard property and persons with respect to its performance.

1.11.2. The Contractor/Contractors' operators/drivers are responsible for ensuring their vehicles can safely enter the loading bays without causing damage to vehicles or structures.

1.11.2.1. SWMD staff is not responsible for damage caused to the Contractor/Contractors or subcontractor's vehicles when entering and exiting loading bays.

1.11.2.2. The Contractor/Contractors are responsible for any damages caused to loading bays due to negligence of the operator/driver when entering or exiting loading bays.

1.11.3.. All injuries and property damage shall be immediately reported to the PM and in writing within twenty-four (24) hours.

1.12. Transfer/Disposal Site Hours of Operation

1.12.1. Hours of service for daytime service shall be six (6) days per week, Monday through Saturday, NWTS hours are 7:00 AM to 5:30 PM, and SCTS hours are 6:00 AM to 4:30 PM.

1.12.2. Hours of service for night time service shall be five (5) days per week, Monday through Friday, both NWTS and SCTS are 6:30 PM to 5:00 AM.

1.12.3. All hours and days may be subject to change.

1.13. Transfer/Disposal Site Addresses

1.13.1. Northwest Transfer Station (NWTS), 8001 W. Linebaugh Ave., Tampa, FL 33625

1.13.2. South County Transfer Station (SCTS), 13000 U.S. 41 South, Gibsonton, FL 33534

1.13.3. Resource Recovery Facility (RRF), 350 N. Falkenburg Rd., Tampa, FL 33619

1.13.4. Southeast County Landfill facility (SCLF), 15960 CR 672, Lithia, FL 33547

1.14. Fuel Surcharges

1.14.1. The fuel surcharge shall be calculated based on a round-trip from the transfer station to the disposal facility and back.

1.14.1.1. Mileage from the NWTS to RRF and back shall be 46.1 miles.

1.14.1.2. Mileage from the NWTS to SCLF and back shall be 85.2 miles.

1.14.1.3. Mileage from the SCTS to SCLF and back shall be 29.6 miles.

1.14.2. The fuel surcharge shall be calculated using the monthly fuel index reflected on the U.S. Energy Information Administration, Petroleum & Other Liquids Data, Utilize Area: Lower Atlantic (PADD 1C); Period: Monthly, Diesel (On-Highway) – All types
(https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=pet&s=emd_epd2dxl0_pte_r1z_dpg&f=m)

1.14.3. There shall be a maximum fuel index of \$7.00 per gallon and any decrease shall be limited to a \$4.00 per gallon base.

1.14.4. The average miles per gallon shall be established at 4.5.

1.14.5. Formula for calculating fuel surcharge:

1.14.5.1. Fuel surcharge per mile = [(Published monthly fuel index minus a \$4.00 Base) divided by the 4.5 average miles per gallon].

1.14.5.2. Total Fuel Surcharge for the month = [(Fuel surcharge per mile multiplied by the round-trip mileage designated for the disposal facility) multiplied by the number of monthly transactions].

1.15. Invoicing

1.15.1. The PM shall have the monthly tonnage report run at the end of the calendar month reflecting the total

transactions and tonnage from each transfer station to each disposal facility. This report shall be sent to the Contractor for review, reconciliation, and approval. Any discrepancies shall be resolved before the Contractor submits an invoice for the monthly tonnage according to the line items on the Standard Purchase Order.

1.15.2. The Contractor shall provide separate fuel surcharge invoices using the formula for calculating fuel surcharge by the 10th of the month for the previous month's fuel surcharge along with the transaction listing for that previous month showing where the load was picked up and where the load was disposed.

1.16. County Holidays

1.16.1. The County observed holidays are as follows:

- 1.16.1.1. New Year's Day
- 1.16.1.2. Martin Luther King Holiday
- 1.16.1.3. Memorial Day
- 1.16.1.4. Juneteenth
- 1.16.1.5. Independence Day
- 1.16.1.6. Veterans Day
- 1.16.1.7. Thanksgiving Day
- 1.16.1.8. Day after Thanksgiving
- 1.16.1.9. Christmas Eve
- 1.16.1.10. Christmas Day

1.17. Preparation for Delivery *

Delivery of the goods and/or performance of the Services and/or Work must be no later than **15** Days after Contractor's receipt of a Purchase Order from the County. The Contractor shall be solely responsible for all freight charges. Offers that propose delivery timelines that do not fall within the aforementioned delivery time frame will be subject to rejection.

2. Special Terms and Conditions

2.1. Basis for Award (County's Best Interest)

Award will be made to the lowest, responsive and responsible Bidder meeting Specifications. If this Solicitation Document contains more than one line item, the County reserves the right to award by line item, by group/section, or by overall total net Bid price, whichever is determined to be in the County's best interest.

2.2. Insurance, Contractor *

- a) During the life of the Agreement, the Contractor shall provide, pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of A-, Class 7 or better, authorized to transact business in the State of Florida, and which are satisfactory to the County.
- b) All policies of insurance required by the Agreement shall require that the Contractor give the County thirty (30) Days written notice of any cancellation, intent not to renew, or reduction in coverage and ten (10) Days written notice of any non-payment of premium. Such notice shall be delivered by U.S. Mail to: Director, Risk Management Division, Hillsborough County, 601 E. Kennedy Blvd, Tampa, Florida 33602. In the event of any reduction in the aggregate limit of any policy, the Contractor shall immediately restore such limit to the amount required herein.
- c) All insurance coverages provided by the Contractor shall be primary to any insurance or self-insurance program of the County which is applicable to the Work provided for in the Agreement.
- d) Receipt by the County of any Certificate of Insurance or copy of any policy evidencing the insurance coverages and limits required by the Contract Documents does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Contract Documents.
- e) No work for the County shall commence or occupancy of any of its property take place until the required Certificates of Insurance and copies of the policies, if requested, are received by the County and written Notice to Proceed is issued to the Contractor by the County.
- f) The insurance coverages and limits required of the Contractor under the Contract Documents are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for the Contractor. Contractor shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any questions concerning its exposure to loss under the Contract Documents or the insurance coverages needed therefore, it should seek professional assistance.
- g) If the insurance coverage initially provided by the Contractor is to expire prior to completion of the Work, renewal Certificates of Insurance shall be furnished to the County the ten (10) Days prior to expiration of current coverages.
- h) Should the Contractor fail to maintain the insurance coverages required by the Contract Documents, the County may, at its option, either terminate this Agreement for default or procure and pay for such coverage, charge the Contractor for and deduct the costs of the same from payments due the Contractor. A decision by the County to procure and pay for such insurance coverage shall not operate as a waiver of any of its rights under the Contract Documents.
- i) All Commercial General Liability and Builder's Risk liability insurance policies obtained by the Contractor to meet the requirements of the Contract Documents shall provide that the County, its employees and agents shall be additional insureds under the Policy and shall also incorporate a Severability of Interest provision. All insurance coverages provided under this Section shall apply to all the Contractor's activities under the Contract Documents without regard for the location of such activity. Liability policies shall only be written on the Occurrence form.
- j) Coverage amounts and type of insurance shall conform to the following minimum requirements with the use of

current Insurance Service Office form and endorsements or their equivalent.

k) Worker's Compensation and Employer's Liability Insurance. Coverage shall be maintained by the Contractor for all employees engaged in the Work, in accordance with the laws of the State of Florida.

l) The amount of such insurance shall not be less than:

i) Workers' Compensation - Florida Statutory Requirements

ii) Employer's Liability -

\$ **100,000** Limit Each Accident

\$ **100,000** Limit Disease Each Employee

\$ **500,000** Limit Disease Aggregate

iii) Commercial General Liability Insurance. Coverage shall include, but not be limited to: Bodily Injury and Property Damage, Damage, Damage to Rented Premises, Medical expenses, Personal and Advertising Injury, and Products and Completed Operations:

\$ **1,000,000** Bodily Injury and Property Damages - Each Occurrence

\$ **50,000** Damages to Rented Premises - Each Occurrence

\$ **5,000** Medical Expenses - Any One Person

\$ **1,000,000** Personal and Advertising Injury - Each Occurrence

\$ **1,000,000** Products/Completed Operations - Each Occurrence

\$ **2,000,000** General Aggregate

\$ **2,000,000** Products/Completed Operations Aggregate

iv) Business Automobile Liability Insurance. Coverage shall be maintained by the Contractor as to the ownership, maintenance, and use all of its owned, non-owned, leased or hired with limits of not less than:

I) Bodily Injury & Property Damage Liability: \$ **1,000,000** Combined Single Limit Each Accident.

v) All Risk Coverage: For Purposes of this Contract, Builder's Risk coverage **is not** required; and Installation Floater Coverage **is not** required. If either or both are required, the Contractor shall provide coverage which includes the following minimum requirements:

I) All Risk coverage shall be issued by insurance company(s) approved by the State of Florida Department of Insurance and acceptable to the County. Coverages and endorsements must be on forms acceptable to the County. The premium for this insurance shall be paid for by the Contractor, with any deductibles being the sole responsibility of the Contractor.

II) Builder's Risk limits of coverage shall be 100% of the completed value of any building(s) or structure (s), or 100% of the value of the equipment to be installed, as appropriate; Installation structure(s), or 100% of the value of the equipment to be installed, as appropriate; Installation Floater coverage shall provide for loss of the installed equipment, no labor or fees, prior to final completion of the project.

III) Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any occupancy clause; or similar warranty or representation that the building(s) or structure(s) will not be occupied.

vi) Professional Liability/Errors and Omissions Insurance **is not** required.

vii) Pollution/Environmental Liability Insurance **is** required. Minimum \$**1,000,000**

viii) Certificates of Insurance. Certificates of Insurance evidencing the insurance coverage specified herein,

when required, shall be filed with the Procurement Services Department within ten (10) Days after Notice of Award. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to the Agreement. Certificates shall have the signature of the producer or authorized Representative of the insurer(s). Certified copies of insurance policies shall be provided to the County upon request.

m) Failure of the Contractor to submit the required Certificates of Insurance within the times required by this Section may result in a delay in issuing the Notice to Proceed. The parties specifically agree that such a delay is neither excusable nor compensable and will not entitle the Contractor to a change in the Contract Price or Time.

2.3. Optional Provision for Other Agencies

Unless otherwise stipulated by the Bidder/Proposer in its Offer, the Bidder/Proposer agrees to make available to all government agencies, departments, and municipalities the Offer prices submitted in accordance with the terms and conditions of this Solicitation Document, should any governmental entity desire to buy under the Contract resulting from this Solicitation Document.

2.4. Price Escalation/De-Escalation (CPI)

If the Contractor desires to request an increase pursuant to the following escalation clause for the annual period of the Contract, the Contractor shall submit, no later than ninety (90) Days prior to the annual anniversary date of the contract, the inflationary factor and background data based upon the following formula, to the County's Project Manager:

a) New Fee = $[.75 \times (\text{CPI2} - \text{CPI1}) / \text{CPI1} + 1] \times \text{Current Fee}$

b) "CPI": The Consumer Price Index for the Urban Wage Earners and Clerical Workers, South Region - All Items, Not Seasonally Adjusted, published by the United States Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/>).

c) "CPI1": The published CPI for the month ending twelve (12) months prior to CPI2.

d) "CPI2": The published CPI for the month ending one-hundred fifty (150) Days prior to the annual anniversary date of the Contract being adjusted.

e) As of the annual anniversary date of this Contract, the County may decrease the Contract in accordance with the above Escalation/De-Escalation clause formula. The County shall notify the Contractor in writing of any such de-escalation. In no event shall either the escalation or the de-escalation exceed five percent (5%) in any year.

2.5. Pre-Bid/Proposal/Quote Conference and Site Visit *

A Site Visit concerning this present Solicitation Document will be conducted by Hillsborough County at the following four (4) locations:

1. Hillsborough County Northwest Transfer Station (NWTS)

8001 W. Linebaugh Ave.,

Tampa, Florida

TIME: 9:00 a.m. to 10:00 a.m.,

DATE: September 14, 2022
PHONE NUMBER (813) 663-3213

2. Hillsborough County Resource Recovery Facility (RRF)
350 N. Falkenburg Rd.,
Tampa, Florida
TIME: 11:00 a.m. to 12:00 p.m.,
DATE: September 14, 2022
PHONE NUMBER (813) 663-3213

3. Hillsborough County Southeast County Landfill Facility (SCLF)
15960 CR 672,
Lithia, Florida
TIME: 1:00 p.m. to 2:00 p.m.,
DATE: September 14, 2022
PHONE NUMBER (813) 663-3213

4. Hillsborough County South County Transfer Station (SCTS)
13000 U.S. 41 South,
Gibsonton, Florida
TIME: 2:30 p.m. to 3:30 p.m.,
DATE: September 14, 2022
PHONE NUMBER (813) 663-3213

All interested parties are encouraged to attend.

2.6. Purchase Order/Contract

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

2.7. Term Contract Clauses

2.7.1. Contract Period for Term Contract *

The Contract resulting from this Solicitation Document will be in effect for a **five (5)**-year period (ending on the last day of the final month) from the effective date of the Contract as established by the County's Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA).

2.7.2. Renewal Option (Mutual) *

By mutual consent of the County and the Successful Bidder, the Contract resulting from this Solicitation Document (including any amendment(s)) may be extended for an additional five (5)-year period at the same prices, terms and conditions. This option shall be exercised only if agreed to by both the Successful Bidder and the County through the Board of County Commissioners or designee.

2.7.3. Estimated Quantities

Quantities given represent the best estimate for use and shall be the basis for award. However, these quantities are not intended to represent actual requirements, which are not known at this time and may vary during the Contract Period. The County does not guarantee a minimum total purchase. Furthermore, the requirements of the County may exceed best estimates and the Successful Bidder/Proposer shall provide such requirements to the extent they are reasonable.

2.7.4. Hillsborough County Governmental Purchasing Council: Reference Laws of Florida 69-1112 and 69-1119

All Offers received by the County in response to this Solicitation Document shall be considered as Offers to members of the Hillsborough County Governmental Purchasing Council. Members, at their discretion, may utilize the Contract that results from this Solicitation Document. Members may purchase the goods, Services and/or Work under the same terms and conditions as the Contract between the Contractor and the County. Members will issue their own purchase orders, issue payments and coordinate the service locations with the Contractor, as applicable. The Hillsborough County Governmental Purchasing Council consists of the following agencies:

Children's Board of Hillsborough County
City of Plant City
City of Tampa
City of Tampa Housing Authority
City of Temple Terrace
Clerk of the Circuit Court
Expressway Authority
Hillsborough Area Regional Transit Authority
Hillsborough County Aviation Authority
Hillsborough County Board of County Commissioners
Hillsborough Community College
Hillsborough County School Board
Hillsborough County Sheriff
Property Appraiser

State Attorney's Office
Supervisor of Elections
Tampa Palms Community Development District
Tampa Port Authority
Tampa Sports Authority
Tax Collector

2.7.5. Ordering

The County shall issue a Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA) to cover any goods, Services and/or Work to be furnished under this Contract. The County user departments will then issue Standard Purchase Orders against the BPA/CPA on an as-needed basis. The Successful Bidder/Proposer shall deliver the applicable goods, Services and/or Work only upon receipt of a Standard Purchase Order. No goods, Services and/or Work are to be provided until a Standard Purchase Order is issued. However, any Standard Purchase Order issued PRIOR to the end of the Contract Period shall be completed, invoiced and paid after the expiration of the Contract. Orders shall be issued only during the Contract Period. The County reserves the right to modify the delivery location(s) identified throughout the Contract Period.

2.7.6. Termination for Convenience

In the event the County elects to terminate the Contract, the County shall provide the Contractor with notice of termination in writing by electronic and/or certified mail. The County shall pay the Contractor for any accepted goods, Services and/or Work provided by the Contractor to the County prior to the Contractor's receipt of said termination notice.

3. Definitions

3.1. Definitions

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

3.2. Agreement

"Agreement" shall mean the written agreement between the County and the Contractor covering the goods and/or Services to be provided and/or the Work to be performed pursuant to this Solicitation Document. The Agreement (if one is required for this particular Solicitation Document) will be attached to and made a part of the Contract Documents.

3.3. Amendment(s), Addendum, or Addenda

"Amendment(s)", "Addendum", or "Addenda" shall mean the additional information and/or requirements concerning this Solicitation Document that are issued by the County, in writing, prior to the Close Date.

3.4. Bid(s), or Bidder's Bid

"Bid(s)", "Bidder's Bid", "Proposal(s)", or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

3.5. Bidder

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

3.6. Blanket Purchase Agreement (BPA)

"Blanket Purchase Agreement (BPA)" shall mean the County's written document to the Contractor stating the products/Services/Work to be provided, the pricing for said products/Services/ Work, the effective dates for the provision of said products/Services/Work, and any additional terms and conditions of the Contract, if applicable .

3.7. Board of County Commissioners

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

3.8. Bond

"Bond" or "Earnest Money Deposit (EMD)" shall mean bid bond, performance bond, and/or payment bond and other instruments of security furnished by the Bidder/Proposer/Contractor and its Surety in accordance with this Solicitation Document and/or the Contract Documents.

3.9. Business Day(s)

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

3.10. Change Order

"Change Order" shall mean a written order or alteration to a Contract or Purchase Order signed by the appropriate County and Contractor authority directing an addition, deletion, or revision in the provision of the goods and/or Services or an adjustment in the Contract Price and/or Contract Time.

3.11. Close Date

"Close Date" shall mean the date and time set for delivery to the County of all Offers submitted in response to this Solicitation Document.

3.12. Contract or Contract Documents

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

3.13. Contract Price

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

3.14. Contract Purchase Agreement (CPA)

"Contract Purchase Agreement (CPA)" shall mean the County's written document to the Contractor stating the products/Services/Work to be provided, the pricing for said products/Services/ Work, the effective dates for the provision of said products/Services/Work, and additional terms and conditions of the Contract, if applicable .

3.15. Contract Time or Contract Period

"Contract Time" or "Contract Period" shall mean the number of calendar Days stated in the Contract Documents for the completion of the Work and/or the provision of the goods and/or Services specified therein.

3.16. Contractor

"Contractor" shall mean the Successful Offeror, whether a corporation, partnership, individual or any combination thereof, and its, their or his/her successors, personal representatives, executors, administrators, and permitted assignees.

3.17. County

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

3.18. County Administrator

"County Administrator" shall mean Hillsborough County's County Administrator, or a designee identified by the County Administrator to perform certain functions on behalf of the County Administrator.

3.19. Day(s)

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

3.20. Designee

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

3.21. Earnest Money Deposit (EMD)

"Earnest Money Deposit (EMD)" or "Bond" shall mean bid bond, performance bond, and/or payment bond and other instruments of security furnished by the Bidder/Proposer and/or Contractor and its Surety in accordance with this Solicitation Document and/or the Contract Documents.

3.22. Electronic Bidding System

"Electronic Bidding System" shall mean Oracle iSupplier Portal.

3.23. Invitation To Bid

"Invitation to Bid" shall mean the Solicitation Document issued by the County for the goods, Services and/or Work specified herein; and shall include the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Requirements, and all Amendment(s) issued.

3.24. Minimum Specifications

"Minimum Specifications" shall mean the portion of the Specifications that address the technical requirements of the Work to be performed under this Contract including materials, equipment, and workmanship.

3.25. Modification Agreement

"Modification Agreement(s)" shall mean the written order to the Contractor authorizing an addition, deletion, or revision in the goods, Services and/or Work to be provided under the Contract Documents or an adjustment in the Contract Price issued after the award of and/or execution of the Contract/Agreement. Such written order must be approved and/or executed by the applicable authorized representatives of the County in accordance with County policy. Modification Agreements that are required to be approved by the Board of County Commissioners pursuant to County policy must be executed by the Contractor and the Chair of the Board of County Commissioners.

3.26. Notice

"Notice" shall mean a written notice for the County and the Contractor as set forth in this Solicitation Document and/or the Contract Documents.

3.27. Notice of Award

"Notice of Award" shall mean the written notice given by the County to the Successful Bidder/Proposer that said Bidder/Proposer has been selected by the County to provide the goods/Services and/or perform the Work specified

in this Solicitation Document.

3.28. Notice to Proceed

"Notice to Proceed" shall mean the written notice given by the County to the Successful Bidder/Proposer and/or Contractor of the date for the Work to start and/or for the date of the Successful Bidder/Proposer and/or Contractor to provide the goods and/or Services specified in the Contract Documents.

3.29. Offer(s)

"Offer(s)" or "Bid(s)" or "Proposal(s)" or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Offeror submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Offeror in response to this Solicitation Document.

3.30. Offeror

"Offeror" shall mean any person, partnership, corporation or other entity or organization that has submitted an Offer, Bid, or Proposal to the County in response to a procurement solicitation issued by the County to provide equipment, supplies, materials, or Services.

3.31. Project

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

3.32. Project Manager

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

3.33. Proposal(s)

"Proposal(s)" or "Bid(s)" or "Bidder's Bid(s)" or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

3.34. Proposer

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

3.35. Purchase Order

"Purchase Order" shall mean the County's written document to the Contractor authorizing Work.

3.36. Quote(s)

"Quote(s)" or "Bid(s)" or "Bidder's Bid(s)" or "Proposal(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

3.37. Service(s)

"Service(s)" shall mean the activity/improvement and/or the means or methods necessary for implementation and prosecution of the Project and/or Work that is the subject of the Contract Documents.

3.38. Site(s)

"Site(s)" shall mean the area(s) upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the County.

3.39. Solicitation Document

"Solicitation Document" shall mean the solicitation issued by the County for the goods, Services and/or Work specified herein; and shall include the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Requirements, and all Amendment(s) issued.

3.40. Specifications

"Specifications" shall mean the detailed information set forth in the "Specifications" section of this Solicitation Document describing and/or concerning the goods, Services and/or Work being solicited by the County via this Solicitation Document, including, but not limited to, any terms and conditions contained within the "Specifications" section, any Amendment(s) issued related to the "Specifications" section, and/or any drawings or maps relating to the "Specifications" section of this Solicitation Document.

3.41. Subcontractor

"Subcontractor" shall mean any person, firm or corporation other than employees of the Contractor who or which contracts with the Contractor to furnish, or actually furnishes labor, materials, and/or equipment for the Work and/or Project to be performed that is the subject of the Contract Documents.

3.42. Successful Bidder/Proposer

"Successful Bidder" or "Successful Proposer" shall mean the Contractor and vice versa, whether a corporation, partnership, individual or any combination thereof, and its, their or his/her successors, personal representatives, executors, administrators, and permitted assignees.

3.43. Surety

"Surety" shall mean any corporation that executes, as surety, the Bidder's/Proposer's Bid/Proposal bond, and/or any corporation that executed, as surety, the Contractor's Bid/Proposal, performance, and/or payment Bond.

3.44. Unilateral Change Order

"Unilateral Change Order" shall mean a written order or alteration to a Contract or Purchase Order signed by the appropriate County authority directing an addition, deletion, or revision in the provision of the goods and/or Services or an adjustment in the Contract Price and/or Contract Time that does not require concurrence of the Contractor.

3.45. Work

"Work" shall mean any and all obligations, duties and responsibilities necessary for the successful delivery of the goods and/or the successful completion of the Services, Project and/or tasks assigned to or undertaken by the Contractor pursuant to the Contract Documents, including, but not limited to, the furnishing of all labor, materials, equipment and other incidentals contemplated by and/or related to the Contract Documents.

4. Instructions

4.1. Bid Submissions

- a) The County shall only accept Offers through its Electronic Bidding System.
- b) Offers delivered by non-electronic means, facsimile, electronic mail (e-mail) or electronic means other than through the County's Electronic Bidding System will not be considered.

4.2. Affirmative Action Business Enterprise Policy

(i) The County hereby notifies all Offerors that Minority Business Enterprises (MBE's), Disadvantaged Minority Business Enterprises (DMBE's), and Disadvantaged Women Business Enterprises (DWBE's) will be afforded an equal opportunity to participate in any award made by the County pursuant to this Solicitation Document and will not be subjected to discrimination on the basis of actual or perceived race, color, religion, sex, national origin, age, marital status, disability, sexual orientation, or gender identity or expression. The County prohibits any person/business involved in County contracting and procurement activities, to discriminate on the basis of actual or perceived race, color, religion, sex, national origin, age, marital status, disability, sexual orientation, or gender identity or expression.

(ii) A written Affirmative Action/Equal Employment Opportunity (AA/EEO)Policy or Program is required if the Offeror has fifteen (15) or more employees. If the Offeror has fewer than fifteen (15) employees, then a written Affirmative Action (AA) Policy Statement is required. A copy of Offeror's written AA/EEO Policy/Program or AA Policy Statement (as applicable) should be submitted to the County within five (5) Business Days of notification of low Bidder status by the County but **must** be submitted no later than fifteen (15) Business Days after notification of low Bidder status by the County.

(iii) Offeror is required to complete and submit the "Affirmative Action Plan Self-Analysis" Forms contained in the County's AA/EEO Packet (included in this solicitation) no later than fifteen (15) Business Days after notification of low Bidder status by the County.

4.3. Award of Contract and Rejection of Bids

- a) A Contract, if awarded, will be awarded to the lowest responsive and responsible Bidder in accordance with this Solicitation Document and applicable law.
- b) The County, in its sole discretion, may determine whether acceptance of the Bid/Quote is in the best interest of the County. Further, the County reserves the right to reject any and all Bids/Quotes and to waive any informality concerning a Bid/Quote whenever such rejection or waiver is in the best interest of the County and in conformance with Florida Law.
- c) The County also reserves the right to reject the Bid/Quote of any Bidder:
 - i) determined to be non-responsible due to failure to perform properly or timely on a comparable contract; and
 - ii) who is not in a position to perform the contract.
- d) Bidder must have the capacity, knowledge, skill and general ability to fully perform. Bidder must also have the integrity, reliability and other applicable qualities that will ensure good faith performance. The County reserves the right to require Bidder to submit documentation and other evidence attesting to the Bidder's responsibility. The County may reject Bidder's Bid/Quote if, at the County's sole discretion, Bidder fails to submit documents and evidence of responsibility and/or the County has determined that the Bidder is not responsible.

4.4. Bid Documents

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

4.5. Bid/Proposal/Quote Pricing

Pricing must be quoted only in the space(s) provided within this Solicitation Document; no other form(s) will be accepted. When applicable, all prices quoted are to be free-on-board (F.O.B.) to the job site or specified delivery

location in Hillsborough County, Florida.

4.6. Bid/Proposal/Quote Results

Preliminary results are generally available within two (2) Business Days to Bidders/Proposers in the iSupplier System via Online Discussions.

4.7. Bidder/Proposer Request for Interpretation of Solicitation Document

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

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

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

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

4.9. Procurement Policy and Procedures and Hillsborough County Ordinance - Protest Process and Procedures

Offeror is advised that by submitting an Offer, Offeror 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

Offeror 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 Close Date/Bid Submittal Deadline set forth in this Solicitation Document.

4.10. Bidder's/Proposer's Understanding of the Solicitation Document

Bidder/Proposer is solely responsible for reading and completely understanding this Solicitation Document in its entirety.

4.11. Brand Names, Etc.

a) In instances where the Specifications make this subject applicable, any use therein of brand names, manufacturers' names, trade names, information and/or catalog numbers are used solely for the purpose of providing descriptions and for establishing acceptable quality levels. Such references are not intended to place restriction on the Bidders/Proposers (other than as to quality) and Bidders/Proposers may propose and describe upon the Bid/Proposal/Quote forms deviations that the Bidder/Proposer believes to be equal to or better than the requirements set forth in this Solicitation Document. The burden of proof that the Bidder's/Proposer's proposed brand is in fact equal lies with the Bidder/Proposer.

b) Bidders/Proposers must furnish all requested information in the spaces provided on the Bid Proposal. Additionally, where required pursuant to the provisions of this solicitation, Bidders must submit the following with their Bid Proposal: catalog cuts, sketches, descriptive literature, and/or complete specifications relative to the items proposed and offered. References to previously submitted material concerned with previous Bid Proposals are not acceptable to County.

4.12. 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.

4.13. Compliance With Occupational Safety And Health Act (O.S.H.A.)

In instances where such is applicable due to the nature of a Solicitation Document, all material, equipment, etc., as proposed and offered by the Bidder/ Proposer must meet and conform to all O.S.H.A. requirements.

4.14. Condition of Goods, Shipping Costs, and Claims Against Carrier

Unless otherwise specified, all goods supplied will be new, not used or re-manufactured. Bid/Proposal/Quote prices shall include costs of delivery, shipping and handling. Any claims against the carrier will be the responsibility of the Contractor.

4.15. Cone of Silence

Pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, 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 shall go into effect on the date a procurement solicitation is issued by the County and shall end on the date the Contract is awarded by the County or the date the procurement 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 Offeror, 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 procurement solicitation and/or its related protest. The Cone of Silence does not prohibit an Offeror from communicating with the Director of the County Department issuing the procurement solicitation, County staff listed as contacts in the procurement solicitation, or the attorney in the County Attorney's office that is directly responsible for the applicable procurement solicitation (this information can be obtained by contacting the County staff person listed as the contact in the applicable procurement solicitation). A violation of the Cone of Silence will result in the disqualification of the Offeror from consideration in the award of the procurement solicitation unless it is determined that the violation is unintentional and/or not material.

4.16. Deviations

Bidder's/Proposer's Offer must state all deviations to the exact requirements imposed upon the Bidder/Proposer. Such deviations must be stated upon the Bidder's/Proposer's Offer form; otherwise, the County may consider Bidder's/Proposer's Offer as being made in strict compliance with the requirements of this Solicitation Document. The County reserves the right to accept or reject any and all Offers, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if doing so will serve the County's best interest. Only Offers which conform in all material respects to this Solicitation Document will be accepted. The County may reject any Offer not submitted in the manner specified by this Solicitation Document.

4.17. Drug Free Workplace Program

Pursuant to Section 287.087, Florida Statutes, Bidders/Proposers may submit with their Offers a certificate certifying that they have implemented a drug free workplace program. If two or more Offers are equal in price, quality, and service, preference will be given in the award process to the Bidder/Proposer who has furnished such certification with its Offer. A copy of the Drug-Free Workplace Form is attached to this solicitation and is also available from the Procurement Services Department website at:

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

4.18. Electronic Payment Solution

Automated Clearing House (ACH). The County has an ACH payment solution where the Offeror may choose to be paid with direct deposit. If the Offeror requests to participate in the County's ACH electronic payment solution, the Offeror should indicate its acceptance in its Offer. If the Offeror has indicated that it will accept the County's ACH for payment, then the Offeror will be required to complete a Direct Deposit Authorization Form after the Contract has been awarded.

For more information on ACH, go to:

www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents

4.19. Equipment Demonstration

Prior to the Award of this Solicitation Document, the County reserves the right to require a demonstration of equipment as proposed in Bidder's/Proposer's Offer. Each Bidder/Proposer shall be prepared to schedule a demonstration of the type of equipment proposed at a time and location mutually agreeable to the Bidder/Proposer and the County. The location should be within reasonable traveling distance from the County, and the County shall be responsible for the travel expenses of its County staff members attending such demonstration. Equipment demonstration may be of Bidder/Proposer-owned equipment or third-party-owned equipment. Failure on the

Bidder's/Proposer's part to provide the equipment demonstration as described may result in the rejection of its Offer and/or suspension from consideration for award of bids, proposals, or contracts with the County for a period of up to twenty-four (24) months.

4.20. Execution of Written Agreement

Within ten (10) Days of the Notice of Award, the Successful Bidder/Proposer will be required to sign a written Agreement if one has been made a part of this Solicitation Document and identified as the "Agreement".

4.21. Facilities Inspection

Prior to the award of this Solicitation Document, the County reserves the right to inspect the Bidder's/Proposer's facility and place of business to determine that the Bidder/Proposer has a regular, bona fide established business that is presently an on-going concern and is likely to continue as such, and is capable of providing the products and/or services, including any later warranty service, or replacement parts support as may be required.

4.22. Hillsborough County Business Tax

All Offerors are required to comply with Hillsborough County Code of Ordinances and Laws, Part A, Chapter 46, Article III, as may be amended in the future. Failure of an Offeror to comply with such regulation shall not be a basis to protest the County's award of the Contract; instead, any reported failure of an Offeror to comply with these regulations will be referred to the Hillsborough County Tax Collector.

4.23. Inspection of Samples

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

4.24. Licensing

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

4.25. Modification and/or Withdrawal of Offer Prior to Close Date

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

4.26. No Assignment of Offers

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

4.27. Obtaining Clarification and/or Additional Information

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

4.28. 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 to provide any goods or services to a public entity; 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 a Bidder/Proposer to promptly supply information in connection with an inquiry may be grounds for rejection of an Offer.

4.29. Requested Information and Descriptive Literature

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

4.30. Responsibility Survey

The apparent low Offeror will be so notified by County staff and may be required, upon receiving such notice, to complete and return the Responsibility Survey form as identified within the attachments and provide all information and documentation requested therein within five (5) Business Days. If, after reviewing the Responsibility Survey

and accompanying submissions, the County elects to reject the apparent low Offeror based on its responsibility evaluation, the County may perform the same responsibility evaluation, in succession, with each apparent next lowest Offeror until a contract is awarded to a suitable candidate or withdrawn.

4.31. Submittal Deadline

Offeror must submit its Offer prior to the time specified in the Close Date. Late Offers will not be accepted.

4.32. Taxes

State sales and Federal Excise taxes shall not be included in the Bidder's/Proposer's Offer, as Hillsborough County is tax exempt. The Director of Procurement Services will sign exemption certificates submitted by the Bidder/Proposer.

4.33. Time Period Offer is Valid

Offeror's Offer shall be in force for a period of not less than ninety (90) Days after the Close Date. Further, said Offer shall continue in force after said ninety (90) Day period, until thirty (30) Days following the date of receipt by County of written notice from the 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 of the preceding sentence, the Offeror may extend its Offer at any time prior to the scheduled expiration thereof.

4.34. Unbalanced Offers and/or Excessive Line Item Prices

The County reserves the right to reject any Offer in which unit prices, in the sole opinion of the County, are unbalanced. In addition, where the County has decided to award this Solicitation Document, it further reserves the right not to utilize a particular line item that, in the sole opinion of the County, is excessively priced, and reserves the right to obtain that item from another source.

5. General Terms and Conditions

5.1. Applicable Law

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

5.2. Changes in the Work/Change Orders/Modifications

a) All additions, deletions, or revisions to the Contract shall be valid and enforceable only when authorized by a written Change Order or Modification Agreement approved and/or executed by the applicable authorized representatives of the County in accordance with County policy. Modification Agreements that are required to be approved by the Board of County Commissioners pursuant to County policy must be executed by the Contractor and the Chair of the Board of County Commissioners. Only upon receipt of a Change Order or Modification Agreement

shall the Contractor be authorized to proceed with the Work involved. All such Work shall be executed under the applicable terms and conditions contained in the Contract Documents.

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

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

5.3. Contractor Must Use E-Verify, Must Have Legally Authorized Workforce & Utilize IMAGE Best Practices

a) E-Verify

i) Pursuant to Florida Statutes Section 448.095, the Contractor (and its Subcontractors) are required to utilize the United States Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. The E-Verify system is an Internet-based system operated by DHS that allows participating employers to electronically verify the employment eligibility of newly hired employees. Accordingly, by submitting its Offer, the Contractor represents and warrants that it is registered with, and uses, the E-Verify system for all newly hired employees.

ii) Pursuant to Florida Statutes Section 448.095, the Contractor must obtain an affidavit from its Subcontractors stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor is required to maintain a copy of such affidavit for the duration of the Contract Period and shall provide the County with a copy of such affidavit within three (3) Business Days of the County's request for said affidavit.

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

iv) Contractor is advised that pursuant to Florida Statutes Section 448.095, if the County has a good faith belief that a Subcontractor knowingly violated Florida Statutes Section 448.095(2) (but that the Contractor has otherwise complied with said Florida Statute), that the County is required to promptly notify the Contractor of such violation and order the Contractor to immediately terminate its contract with the applicable Subcontractor.

b) Legally Authorized Workforce

i) Contractor is advised that the County has entered into an agreement (the IMAGE Agreement) with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent knowingly hiring unauthorized workers through

self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE. Accordingly, by submitting its Offer, Contractor represents and warrants:

aa) that Contractor is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States;

bb) that all of Contractor's employees are legally eligible to work in the United States; and

cc) that the Contractor has actively and affirmatively verified such eligibility utilizing the E-Verify system and/or the Federal Government's Employment Eligibility Verification Form (the Form I-9).

ii) A mere allegation of Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Contractor unless the County has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1) or such allegation has been determined to be factual by ICE prior to the date the Contract is scheduled to be awarded by the County.

iii) Good faith claims/beliefs of the Contractor's use of unauthorized workers must be reported to both of the following agencies: The County's Compliance Services hotline at (813) 272-6554; and ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE (1-866-347-2423).

c) IMAGE Best Practices

Contractor is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Subcontractors:

i) Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

ii) Use the Social Security Number Verification Service and make a good faith effort to correct and verify the names and Social Security numbers of the current workforce. Establish a written hiring and employment eligibility verification policy.

iii) Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not be limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.

iv) Require the Form I-9 and E-Verify process to be conducted only by individuals who have received appropriate training and include a secondary review as part of each employee's verification to minimize the potential for a single individual to subvert the process.

v) Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.

- vi) Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
- vii) Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when practicable, incorporate the verification requirements in Subcontractor agreements.
- viii) Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
- ix) Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
- x) Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
- (xi) Maintain copies of any documents accepted as proof of identity and/or employment authorization for all new hires.

5.4. Contractor Use of Hillsborough County For Marketing Prohibited

The Contractor shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s) unless authorized to do so, in writing, by the County Administrator or his/her designee. In addition, the Contractor shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the Contractor's performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s). This does not prevent the Contractor from including the County on its client lists and/or listing or using the County as a reference.

5.5. Contractor's Responsibilities

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work and/or Project. If the Contractor observes that the Specifications are at variance with such laws, ordinances, rules or regulations, then the Contractor will give the County prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order, Unilateral Change Order or Modification Agreement to the Contract. If the Contractor performs any Work knowing that such Work is contrary to such laws, ordinances, rules and regulations and without giving such notice to the County, the Contractor will bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to ensure that the Specifications are in accordance with such laws, ordinances, rules and regulations.

5.6. County as Intended Beneficiary of Subcontracts

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

5.7. Emergencies

In emergencies affecting the safety of persons, the Work/Project or property at the site of such Work/Project or adjacent thereto, the Contractor, without special instruction or authorization from the County, is obligated to act at the Contractor's discretion to prevent threatened damage, injury or loss. The Contractor shall give the County prompt written notice of any significant changes in the Work/Project or deviations from the Contract Documents caused thereby, and a Change Order, Unilateral Change Order or Modification Agreement shall be issued covering the changes and deviations involved. If the Contractor believes that additional work done by it in an emergency which arose from causes beyond the Contractor's control entitles the Contractor to an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim for the same. Such increase in Contract Price and/or extension of the Contract Time will be included in the Change Order, Unilateral Change Order or Modification Agreement if such claim is approved by the County.

5.8. Failure to Perform

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

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

5.9. Fiscal Non-Funding/Availability of Funding

The award of this Solicitation Document is contingent upon the availability of funding. Furthermore, if funding during the Contract Period becomes unavailable, the County reserves the right to terminate the Contract after providing the Contractor no less than twenty-four (24) hours written notice, provided that, the County will pay the Contractor for any authorized goods and/or Services provided prior to the Contractor's receipt of said termination notice. The County shall be the final authority as to the availability of funds.

5.10. Force Majeure

The Contract Time may be extended in an amount equal to time lost due to delays beyond the control of the Contractor. Such delays shall include, but is not limited to, acts or neglect by the County or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God. In order to receive an extension of the Contract Time due to a force majeure event, the Contractor is required to make a claim of force majeure to the County and such claim must be approved by the County.

5.11. Hand Sanitizer Ordinance

Hand Sanitizer Ordinance; Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 28, Article III. (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the use of portable restrooms.) Pursuant to Hillsborough County Ordinance; Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 28, Article III (Hand Sanitizer Ordinance), as amended, every portable restroom in service in Hillsborough County which does not have a hand washing facility located within the portable restroom must have an operable hand sanitizer dispenser containing sanitation liquid affixed to the inside of the portable restroom or immediately adjacent to the portable restroom. The Contractor is solely responsible for ensuring that any and all portable restrooms owned or leased by the Contractor are in compliance with the ordinance.

5.12. Equal Employment Opportunity; Non-Discrimination Clause

During the performance of this Contract, the Contractor shall comply with the following:

(a) Hillsborough County

- (i) Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits discrimination on the basis of race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in apprenticeships, training programs, employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.
- (ii) Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that the County shall not deprive any person of any right because of race, sex, age, national origin, religion, disability or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

(b) State of Florida

- (i) Florida Constitution, Preamble and Article I, section 2 protect citizens from being deprived of inalienable rights because of gender, race, religion, national origin, or physical disability.
- (ii) Florida Statutes section 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.
- (iii) Florida Statutes section 112.043, prohibits age discrimination in employment.
- (iv) Florida Statutes section 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.
- (v) Florida Statutes section 448.07, prohibits wage rate discrimination on the basis of sex.
- (vi) Florida Civil Rights Act of 1992, Florida Statutes sections 760.01 - 760.11, as amended.
- (vii) Florida Statutes section 509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability, or national origin
- (viii) Florida Statutes section 725.07, prohibits discrimination on the basis of sex, marital status

or race in loaning money, granting credit or providing equal pay for services performed.

- (ix) Florida Fair Housing Act, Florida Statutes sections 760.20 - 760.37.
- (x) Florida Statutes section 760.40, provides for the confidentiality of genetic testing and requires informed consent prior to such testing.
- (xi) Florida Statutes section 760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.
- (xii) Florida Statutes section 760.51, provides for remedies and civil penalties for violations of civil rights.
- (xiii) Florida Statutes section 760.60, prohibits discriminatory practices of certain clubs.
- (xiv) Florida Statutes section 760.80, provides for minority representation on boards, commissions, council, and committees.

(c) Federal

- (i) Section I of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, section 1.
- (ii) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
- (iii) Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P.L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P.L. 111-2, 123 Stat. 5.
- (iv) Civil Rights Acts of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. section 1981.
- (v) Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.
- (vi) Civil Rights Restoration Act of 1987, P.L. 100-259, 102 Stat. 28.
- (vii) Civil Rights Act of 1991, P.L. 102-166, 105 Stat. 1071.
- (viii) Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.
- (ix) Equal Opportunity Regulations, 41 CFR section 60-1.4, as amended.
- (x) Standards for a Merit System of Personnel Administration, 5 CFR section 900.601 et seq.
- (xi) Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, 41 CFR Chapter 60.
- (xii) Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended.
- (xiii) Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.
- (xiv) Age Discrimination in Employment Act of 1967, 29 U.S.C. section 621 et seq., P.L. 90-202, as amended.
- (xv) Age Discrimination Act of 1975, 42 U.S.C. section 6101 et seq., P.L. 94-135, 89 Stat. 728, as amended.
- (xvi) Older Americans Amendments of 1975, 42 U.S.C. section 3001 et seq., P.L. 94-135, 89 Stat. 713.
- (xvii) Americans with Disabilities Act of 1990, 42 U.S.C. section 12101 et seq., as amended by the ADA Amendments Act of 2008, P.L. 110-325, 122 Stat. 3554.
- (xviii) Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. section 4212, as amended.

- (xix) Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
 - (xx) State and Local Fiscal Assistance Act of 1972, as amended.
 - (xxi) Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.
 - (xxii) Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. sections 5.100-5.605.
 - (xxiii) Executive Order 13673, Fair Pay and Safe Workplaces.
- (d) If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows:
- (i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (ii) The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time to time, or added to (newly promulgated) from time to time, during the term of resulting contracts.

5.13. Indemnification

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

b) Patent and Copyright Indemnification - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall indemnify, defend, and hold harmless the County from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a County's misuse or modification of Contractor's products or County's operation or use of Contractor's products in a manner not contemplated by the Contract. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may, at its sole expense, procure for the County the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the product, the Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. The County shall not be liable for any royalties.

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

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

5.14. Injury and/or Damage Claims

Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of its employees, agents or others for whose acts it is legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

5.15. Interpretation and Intent of Contract Documents

The Contract Documents are complementary; what is called for by one Contract document is as binding as if called for by all of the Contract Documents. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor must bring it to the County's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given preference in the following order: 1) Agreement, 2) Amendment(s) (if applicable to this Solicitation Document), 3) Specifications, 4) Special Terms and Conditions, 5) General Terms and Conditions, and 6) Instructions. Any Work that may reasonably be inferred from the Specifications and/or drawings/maps as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which, when applied, have a well-known technical or trade meaning shall be deemed to refer to such

recognized standards. In case of conflict, the more stringent requirements shall take precedence.

5.16. Laws and Regulations

The Contractor is hereby advised that all applicable Federal and State laws, municipal and County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the goods, Services and/or Work provided under this Contract shall be deemed to be a part of this Contract.

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

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

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

i) 813-272-5790,

ii) StromerS@HCFLGov.net,

iii) Procurement Services, 601 E. Kennedy Blvd., 25th Floor, Tampa, Florida 33602.

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

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

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

5.18. Maintenance of Records/Public Records Law

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

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

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

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

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

5.19. No Assignment of Contract

The Contractor may not make any assignment of the resulting Contract between the County and the Contractor, in whole or in part, without the prior written authorization of the County. Failure to obtain prior written authorization of the County will result in a delay of payment(s) at a minimum and may result in termination for breach of contract.

5.20. Non-Exclusive Contract

Award of this Contract shall impose no obligation on the County to utilize the Successful Bidder/Proposer for all Services and/or Work of this type, which may develop during the Contract Period. This is not an exclusive Contract. The County specifically reserves the right to concurrently contract with other companies for similar Services and/or Work if it deems such action to be in the County's best interest.

5.21. Notices to Contractor

Notices to the Contractor shall be served upon the Contractor by electronic mail (e-mail), facsimile, U.S. mail, hand delivery, courier delivery, or express mail delivery of said notice to the Contractor's residence, place of business and/or with the Contractor's designated agent.

5.22. Notices to the County

Contact information (County's Project Manager) will be provided to the Contractor with the initial Blanket Purchase Agreement (BPA), Contract Purchase Agreement (CPA), and/or Standard Purchase Order (SPO).

5.23. Payment and Completion

- a) The Project Manager, within fifteen (15) Days of receipt of each invoice will either approve or reject the invoice. If the Project Manager rejects the invoice, then the invoice will be returned to the Contractor and will state, in writing, the reason for rejecting the invoice. In the event the Contractor receives a rejected invoice, the Contractor may make the necessary corrections and resubmit the invoice to the Project Manager. Within thirty (30) Days of approval of an invoice for payment, the County will pay the Contractor the amount approved.
- b) The Project Manager's approval of any payment requested in an invoice shall constitute a representation by the Project Manager to the County that the conditions precedent to the Contractor being entitled to payment as set forth herein have been fulfilled.
- c) The Project Manager's approval of final payment shall constitute an additional representation by him/her to the County that the conditions precedent to the Contractor's being entitled to final payment as set forth herein have been satisfied.
- d) The Project Manager may refuse to approve, in whole, or in part, an invoice if, in his/her opinion, he/she is unable to make the representation to the County that all the conditions precedent to the Contractor being entitled to payment have been satisfied. The Project Manager may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous approval of such payment, to such extent as may be necessary in his/her opinion to protect the County from loss because:
 - i) The Work is defective;
 - ii) Claims have been filed or there is reasonable evidence indicating the probable filing thereof; or
 - iii) The Contract Price has been reduced because of Change Order, Unilateral Change Order or Modification Agreement.
- e) As established by Florida Statute 218.74(2) payment for the purchase or lease of goods and services shall be made within forty-five (45) Days after the date a proper invoice is presented for payment to the County's Finance Department, Clerk of the Circuit Court, as Accountant to the Board of County Commissioners and as Chief Disbursement Officer.

5.24. Payment to Contractor by Electronic Payment Solution

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

5.25. Payment to Subcontractors

By submission of an invoice, the Contractor certifies that all subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the Contractor prior to receipt of any further progress payments. During the Contract Period and upon completion of the Contract, the County may request documentation to certify payment to subcontractors and/or suppliers. This provision in no way creates any contractual relationship between any subcontractor and the County or any liability on the County for the Contractor's

failure to make timely payment to the subcontractors and/or suppliers.

5.26. Performance Standards and Product Quality

In the event the Specifications omit details concerning performance standards and/or product quality, the Contractor shall use only the best commercial practices and/or materials and workmanship of the highest quality when performing this Contract.

5.27. Project Manager's Status

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

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

5.28. Severability

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

5.29. Solid Waste Collection and Disposal

Solid Waste Collection and Disposal; Hillsborough County, Florida - Code of Ordinances and Laws, Part B, Public Utilities, Chapter 130, Article II. (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the Contractor to remove or dispose of solid waste.) Pursuant to Hillsborough County, Florida - Code of Ordinances and Laws, Part B, Public Utilities, Chapter 130, Article II (Solid Waste Collection and Disposal), as amended, all solid waste accumulated as a result of this Contract that the Contractor is required to remove and dispose of, and which the Contractor chooses not to self haul, shall be removed and disposed of by one of the three authorized Hillsborough County solid waste franchise collectors. For a list of the authorized franchise collectors, please contact the Public Works Department/Solid Waste Division at 813-272-5680. The use of any other company or entity for the collection and disposal of solid waste in the Hillsborough County solid waste service area may be a violation of Chapter 130, Hillsborough County, Florida Code of Ordinances and Laws, Part B, Public Utilities, as amended.

5.30. Starting The Work

The Contractor will start the Work and/or Project on the date determined by the County in its Purchase Order or Notice to Proceed.

5.31. Statement of Assurance

During the performance of this Contract, the Contractor herein assures the County, that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the Contractor does not on the grounds of race, color national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

5.32. Suspension of Work

Upon seven (7) Days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and/or Project and terminate this Contract. In such case the Contractor shall be paid for all Work executed and/or goods delivered to and accepted by the County.

5.33. Termination for Contractor Engaging in Business Operations in Cuba or Syria and Termination for Contractor Being on the Scrutinized Companies Lists Set Forth in Florida Statutes, Section 287.135

Contractor is advised that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services of One Million Dollars (\$1,000,000) or more if such company (i) is engaged in business operations in Cuba or Syria, (ii) is on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (iii) is on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473). The County reserves the right to terminate the Contract if the County discovers that the Contractor has submitted a false certification regarding the Contractor's business operations in Cuba or Syria and/or the Contractor's presence on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (hereinafter referred to collectively as the "Scrutinized Companies Lists"). In addition, the County reserves the right to terminate the Contract if, prior to the award of the Contract or during the Contract Period, the Contractor engages in business operations in Cuba or Syria and/or the Contractor has been placed on one or more of the Scrutinized Companies Lists.

Zimmer Equipment

AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of Zimmer Equipment to give equal opportunity of employment to all qualified persons without regard to:

- *Age
- *Sex
- *Race
- *Color
- *Religion
- *National Origin
- *Mental or Physical Handicap
- *Marital Status
- *Sexual Orientation
- *Gender Identity or Expression

and to take affirmative action to provide equal opportunity to all qualified persons in all personnel actions including, but not limited to:

- *Recruitment and Hiring
- *Compensation and Other Employee Benefits
- *Training
- *Promotion and Demotion
- *Layoff and Termination

It is also our policy to take affirmative action in the employment and advancement in employment of qualified handicapped persons, disabled veterans, and veterans of the Vietnam Era.

Discrimination complaints should be directed to Betsy Wright who will conduct an investigation, notify all concerned parties of the results of the investigation, and take corrective action if the complaint is found to have basis.

It is further our policy to comply with all applicable Federal and State laws with respect to Equal Employment Opportunity and Affirmative Action.



Chief Executive Officer

Daniel J. Zimmermann

Printed Name

4-19-2023

Date

Zimmer Equipment

EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of Zimmer Equipment to provide equal employment opportunity to present and prospective employees without regard to age, sex, race, color, religion, national origin, mental or physical handicap, veteran status, marital status and other applicable groups.

Zimmer Equipment will take affirmative action when necessary to achieve equal employment opportunity in selection and all other personnel actions without regard to age, sex, race, color, religion, national origin, mental or physical handicap, veteran status, marital status and other applicable groups. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation; and selection for training, including apprenticeship.

Betsy Wright for Zimmer Equipment is responsible for coordinating the day-to-day implementation and monitoring of the firm's affirmative action efforts. As the firm grows, every effort will be made towards achieving a balanced workforce representation of minority and women employees at all levels. We endorse this policy and give our support to the EEO goals as outlined in the statement.



Chief Executive Officer

Daniel J. Zimmermann
Printed Name

4-19-2023
Date

**AFFIRMATIVE ACTION PLAN
SELF-ANALYSIS**

After studying the Workforce Analysis and reviewing the current distribution by category of Zimmer Equipment personnel, the following percentages were calculated, based on a total full-time workforce of 16 persons:

Note:

The abbreviations used are as follows:

White (WHT), Black (BLK), Hispanic (HISP), Asian/Pacific Islander, (API) American Indian (AI)

	MALES					FEMALES					TOTALS
	WHT	BLK	HISP	API	AI	WHT	BLK	HISP	API	AI	
Officials & Managers	1										1
Professionals	1		1			1					3
Technicians											0
Sales Workers											0
Office & Clerical						1		1			2
Craftsman (Skilled)											0
Operatives (Semi-Skilled)	2		3								5
Laborers (Unskilled)											0
Services Workers	2		3								5
All Job Categories*	6	0	7	0	0	2	0	1	0	0	16

**AFFIRMATIVE ACTION PLAN
SELF-ANALYSIS**

After reviewing the self-analysis we find underutilization exists in the following categories *(based on the Office of Federal Contract Compliance standard employment goals of 17.9% for minorities and 6.9% for women or for those companies completing an availability analysis the target employment goals can be expressed as availability)*:

Note:

Please indicate **YES** if underutilization exists as specified above

Please indicate **NO** if underutilization does not exist as specified above

	MINORITY	FEMALE
Officials & Managers		
Professionals	1	1
Technicians		
Sales Workers		
Office & Clerical	1	2
Craftsman (Skilled)		
Operatives (Semi-Skilled)	3	
Laborers (Unskilled)		
Services Workers	3	

**AFFIRMATIVE ACTION PLAN
GOALS**

Zimmer Equipment has established the following hiring and employment goals and time tables to improve minority and female representation in underutilized categories as vacancies occur. ***(The utilization analysis is based on the Office of Federal Contract Compliance standard employment goals of 17.9% for minorities and 6.9% for women or for those companies completing an availability analysis the target hiring goals can be expressed as percent of availability):***

	Target		Target		Target
	Number of New Hires		Percent of Availability		Date
	MINORITY	FEMALE	MINORITY	FEMALE	MM/DD/YY
Officials & Managers			0%	0%	
Professionals			0%	0%	
Technicians			0%	0%	
Sales Workers			0%	0%	
Office & Clerical			0%	0%	
Craftsman (Skilled)			0%	0%	
Operatives (Semi-Skilled)			0%	0%	
Laborers (Unskilled)			0%	0%	
Services Workers			0%	0%	

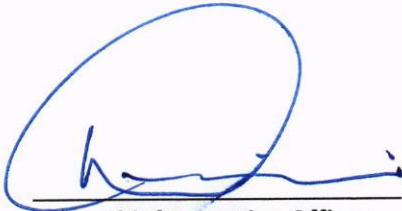
**AFFIRMATIVE ACTION PLAN
CORRECTIVE ACTIONS**

1. Zimmer Equipment will contact agencies, such as the Florida Department of Labor, Division of Employment Security, to list position vacancies. All such listings will state that Zimmer Equipment is an Equal Opportunity Employer;
2. Zimmer Equipment will advertise position vacancies in local area newspapers. All such advertisements will state that Zimmer Equipment is an Equal Opportunity Employer;
3. Zimmer Equipment will reaffirm with all executive search firms and employment agencies that it is an Equal Opportunity Employer;
4. For professional-level vacancies, including those requiring a specialized education, the placement offices at the local area colleges and other post-secondary schools will be contacted;
5. Department managers will be made aware of the problem areas identified in the firm's self-analysis and the Equal Employment Opportunity policy will be reaffirmed to them;
6. An Applicant Flow Log will be maintained to aid in the analysis of our recruiting efforts and procedures;
7. The selection and promotion processes will be constantly analyzed to seek out and eliminate any barriers to the hiring and upward mobility of all applicants/employees;
8. All employees are familiarized with the firm's Equal Employment Opportunity Policy and Affirmative Action Plan, are given access to these documents and are made aware of the commitment of Zimmer Equipment to ensure equal opportunity to all.

**AFFIRMATIVE ACTION PLAN
COMPLAINT PROCEDURE**

Any applicant or employee of Zimmer Equipment who feels that they have been discriminated against in filling a position or assignment, in being granted a promotion or other opportunity, or in an administrative action, may bring the matter to the attention of Zimmer Equipment through their supervisor, or through the EEO Coordinator, Betsy Wright. The following is the procedure for processing and resolution of complaints of discrimination:

1. Contact Betsy Wright, EEO Coordinator, to report the complaint;
2. Describe complaint, providing details of what occurred;
3. Within 10 days of receiving the complaint, the EEO Coordinator will conduct a thorough investigation of the complaint. A report detailing the results of the investigation will be submitted to the employee (or applicant), his/her supervisor, and principals of the firm within 30 days;
4. Appropriate corrective action will be taken in all instances where the complaint has basis.



Chief Executive Officer

Daniel J. Zimmermann

Printed Name

4-19-2023

Date

Zimmer Equipment

STATEMENT OF ADHERENCE TO REGULATIONS REQUIRING NONDISCRIMINATION IN THE EMPLOYMENT OF HANDICAPPED PERSONS, DISABLED VETERAN'S AND VETERANS OF THE VIETNAM ERA

It is the policy of Zimmer Equipment to seek out and employ qualified personnel at all locations and facilities, and to provide equal employment opportunities for all applicants and employees in recruiting, hiring, placement, training, compensation, benefits, promotion, transfer, and termination. To achieve this, Zimmer Equipment is dedicated to take affirmative action to employ and advance in employment qualified handicapped persons, disabled veterans, and veterans of the Vietnam Era.

Zimmer Equipment is resolved to take voluntary, positive, business-oriented action which will contribute to the furtherance of the spirit and intent of Federal, State and Local legislation, government regulations and executive orders by providing affirmative action and equal employment opportunity to handicapped persons, disabled veterans, and veterans of the Vietnam Era.



Chief Executive Officer

Daniel J. Zimmermann
Printed Name

4-19-2023
Date

Zimmer Equipment

PLAN TO PROVIDE DM/DWBE(S) WITH PROCUREMENT OPPORTUNITIES

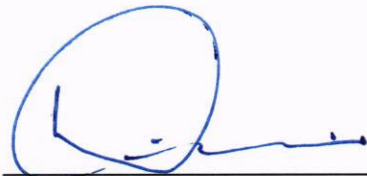
Daniel Zimmermann believes that maximum utilization of DM/DWBE firms is an essential goal like our Affirmative Action Program. Our firm recognizes that tremendous efforts must be made by everyone to overcome the long-standing pattern of discrimination in the marketplace. We are committed to making this effort in the following areas:

- maintaining active contact with DM/DWBE firms for services;
- seeking DM/DWBE(s) as a part of contracted work, as contractor, sub-contractor, or on a joint venture basis;
- obtaining supplies and services from DM/DWBE vendors.

We are building our files from all known sources, as well as through informal personal referrals, and continue to actively seek out new sources. We actively utilize the certified DM/DWBE lists provided by the Small/Minority Business Section of Hillsborough County's Economic Development Department at 272-5969.

We have and will continue to utilize qualified DM/DWBE subcontractors, sub-consultants and vendors whenever feasible. We will provide equal opportunity in the procurement of goods and services that we purchase.

In all procurement efforts, an Affirmative Action Committee person is to be assigned to assure compliance with this plan. Records of all applicant vendors are to be kept on the Affirmative Action Record to be reviewed by the Committee.



Chief Executive Officer

Daniel J. Zimmermann

Printed Name

9-19-2023

Date