



## ADOPTION AGREEMENT

THIS ADOPTION AGREEMENT is entered into this \_\_\_th day of August, 2022 (the “Effective Date”) by and between Indian River County Solid Waste Disposal District (“Customer”), and **US Ecology Tampa, Inc.** (“Contractor”) (hereinafter referred to as the “Adoption Agreement”).

Customer and Contractor (collectively the “Parties”) wish to adopt the Hillsborough County ITB 22984 Collection of Household Hazardous Waste dated July 1, 2022 by and between Hillsborough County Board of County Commissioners (BOCC)/Dept of Solid Waste and US Ecology Tampa, Inc. (the “Original Agreement”) attached hereto as Exhibit A as the governing instrument for services provided by Contractor to Customer. In addition to unit pricing shown in Exhibit A, US Ecology is proposing to Indian River County Solid Waste Disposal the charges identified in Exhibit B reflecting mobilization to a location outside of Hillsborough County, FL and to include services required that are not included in Exhibit A.

By signing this Adoption Agreement below, the Parties hereby agree to be governed and bound by the Original Agreement as if originally entered into by Customer as the “Hillsborough County BOCC” as defined in the Original Agreement, and Contractor as the “US Ecology Tampa, Inc.” as defined in the Original Agreement. The contract period of performance begins July 1, 2022, through midnight June 30, 2025. In no event shall Contractor be liable for any damages or losses arising prior to the Effective Date hereof.

Any notices required to be sent to the Parties in accordance with the Original Agreement shall be given to the following representatives of the Parties:

Customer: Indian River County Solid Waste Disposal District  
Attn: Managing Director  
1325 74<sup>th</sup> Avenue SW  
Vero Beach, FL 32986

Contractor: US Ecology Tampa, Inc.  
Attn: Don Locke  
7202 East Eighth Avenue  
Tampa, FL 33619

**US Ecology Tampa, Inc.**

**Indian River County Solid Waste Disposal District**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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



**EXHIBIT A**

[Original Agreement attached.]



**Hillsborough County**  
**Board of County Commissioners**  
**601 E Kennedy Blvd**  
**Tampa, FL 33601**  
**United States**

Type	<b>Blanket Purchase Agreement</b>
Order	<b>222209954</b>
Revision	<b>0</b>
Order Date	<b>11-MAY-2022</b>
Created By	<b>Bickhardt, Brian</b>
Revision Date	
Current Buyer	

Supplier: **US ECOLOGY TAMPA INC**  
**101 S CAPITOL BLVD STE 1000**  
**BOISE, ID 83702**  
**United States**

Ship To: **Multiple**  
**Tampa, FL 33601**  
**United States**

Bill To: **PO BOX 1110**  
**Tampa, FL 33601-1110**  
**United States**

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	1026124	NET 30 DAYS	Freight Included	FOB - Destination		Best Way
Effective Start Date		Effective End Date			Amount Agreed (USD)	
01-JUL-2022		30-JUN-2025			2,814,823.19	
Supplier Contact			Requester			
0						

**Notes:** In accordance with ITB 22984, Collection of Household Hazardous Waste

Awarded by the BOCC on May 4, 2022.

Department: Solid Waste  
Department Contact: Ellie Peters  
(813) 663-3258, peterse@hcflgov.net  
All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	AEROSOLS, LOOSE/LAB PACK DISPOSAL METHOD: FUEL BLEND (55-GAL DRUM)				Each	232.58	
2	CORROSIVE LIQUIDS/SOLIDS INORGANIC LAB PACK – DISPOSAL METHOD: TREATMENT (55-GAL DRUM)				Each	175.99	
3					Each	177.82	

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
4	CORROSIVE LIQUIDS/SOLIDS INORGANIC LAB PACK – DISPOSAL METHOD: TREATMENT (30-GAL DRUM)				Each	355.34	
5	CORROSIVE LIQUIDS/SOLIDS ORGANIC LAB PACK – DISPOSAL METHOD: INCINERATION (55-GAL DRUM)				Each	287.34	
6	CORROSIVE LIQUIDS/SOLIDS ORGANIC LAB PACK – DISPOSAL METHOD: INCINERATION (30-GAL DRUM)				Each	93.6	
7	CORROSIVE LIQUIDS/SOLIDS ORGANIC LAB PACK – DISPOSAL METHOD: INCINERATION (5-GAL PAIL)				Each	293.97	
8	CORROSIVE LIQUIDS/SOLIDS BULK - DISPOSAL METHOD: TREATMENT (85-GAL DRUM)				Each	225.09	
9	CORROSIVE LIQUIDS/SOLIDS BULK - DISPOSAL METHOD: TREATMENT (55-GAL DRUM)				Each	192.49	
10	CORROSIVE LIQUIDS/SOLIDS BULK - DISPOSAL METHOD: TREATMENT (30-GAL DRUM)				Each	236.34	
11	FLAMMABLE LIQUIDS/SOLIDS LAB PACK DISPOSAL METHOD: FUEL BLEND (85-GAL DRUM)				Each	186.16	
	FLAMMABLE LIQUIDS/SOLIDS LAB						

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
12	PACK - DISPOSAL METHOD: FUEL BLEND (55-GAL DRUM)				Each	151.28	
13	FLAMMABLE LIQUIDS/SOLIDS LAB PACK - DISPOSAL METHOD: FUEL BLEND (30-GAL DRUM)				Each	269.24	
14	FLAMMABLE LIQUIDS/SOLIDS BULK - DISPOSAL METHOD: FUEL BLEND (85-GAL DRUM)				Each	170.6	
15	FLAMMABLE LIQUIDS/SOLIDS BULK - DISPOSAL METHOD: FUEL BLEND (55-GAL DRUM)				Each	189.28	
16	FLAMMABLE LIQUIDS/SOLIDS BULK - DISPOSAL METHOD: FUEL BLEND (30-GAL DRUM)				Each	338.59	
17	FLAMMABLE CORROSIVE LAB PACK - DISPOSAL METHOD: INCINERATION (55-GAL DRUM)				Each	274.84	
18	FLAMMABLE CORROSIVE LAB PACK - DISPOSAL METHOD: INCINERATION (30-GAL DRUM)				Each	88	
19	FLAMMABLE CORROSIVE LAB PACK - DISPOSAL METHOD: INCINERATION (5-GAL PAIL)				Each	428.34	
20	LOW LEVEL RADIOACTIVE SMOKE DETECTORS DISPOSAL METHOD: RECYCLE (55-GAL DRUM)				Each	175.99	
21	PESTICIDE LIQUIDS/SOLIDS LAB PACK DISPOSAL METHOD: INCINERATION (55-GAL DRUM)				Each	208.6	

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
22	PESTICIDE LIQUIDS/SOLIDS LAB PACK DISPOSAL METHOD: INCINERATION (30-GAL DRUM)				Each	604.94	
23	EXPLOSIVE/REACTIVES/N ON-ROUTINE CYANIDES/SULFIDES/ISOC YANATES/WATER-REACT IVES/SPONTANEOUSLY COMBUSTIBLE/ORGANIC PEROXIDE DISPOSAL METHOD:INCINERATION (				Each	475.34	
24	55-GAL DRUM) EXPLOSIVES/RECTIVES/N ON-ROUTINE CYANIDES/SULFIDES/ISO CYANATES/WATER-REAC TIVES/SPONTANEOUSLY COMBUSTIBLE/ORGANIC PEROXIDE DISPOSAL METHOD:INCINERATION (30-GAL DRUM)				Each	181	
25	EXPLOSIVES/RECTIVES/N ON-ROUTINE CYANIDES/SULFIDES/ISO CYANATES/WATER-REAC TIVES/SPONTANEOUSLY COMBUSTIBLE/ORGANIC PEROXIDE DISPOSAL METHOD:INCINERATION (5-GAL PAIL)				Each	338.59	
26	OXIDIZER, LAB PACK DISPOSAL METHOD: NEURALIZAION AND/OR TREATMENT (55-GAL DRUM)				Each	208.6	
27	OXIDIZER, LAB PACK DISPOSAL METHOD: NEURALIZAION AND/OR TREATMENT (30-GAL DRUM)				Each	88	
28	OXIDIZER, LAB PACK DISPOSAL METHOD: NEURALIZAION AND/OR TREATMENT (5-GAL PAIL)				Each	1543.34	
	MERCURY						

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
29	ELEMENTAL/MANUFACTURED ARTICALS/MERCURY FLOATS, LAB PACK/BULK DISPOSAL METHOD: RECYCLE (55-GAL DRUM)				Each	1543.34	
30	MERCURY ELEMENTAL/MANUFACTURED ARTICALS/MERCURY FLOATS, LAB PACK/BULK DISPOSAL METHOD: RECYCLE (30-GAL DRUM)				Each	320	
31	MERCURY ELEMENTAL/MANUFACTURED ARTICALS/MERCURY FLOATS, LAB PACK/BULK DISPOSAL METHOD: RECYCLE (5-GAL PAIL)				Each	76.67	
32	BUTANE LIGHTERS LOOSE/LAB PACK DISPOSAL METHOD: INCINERATION (5-GAL PAIL)				Each	135.83	
33	NON-HAZARDOUS LIQUIDS/SOLIDS BULK ANTIFREEZE/FIRE EXTINGUISHER DUST/PLANT FOOD DISPOSAL METHOD: SOLIDIFY/LANDFILL (55-GAL DRUM)				Each	123.34	
34	NON-HAZARDOUS LIQUIDS/SOLIDS BULK ANTIFREEZE/FIRE EXTINGUISHER DUST/PLANT FOOD DISPOSAL METHOD: SOLIDIFY/LANDFILL (30-GAL DRUM)				Each	135.83	
35	NON-HAZARDOUS LIQUIDS/SOLIDS LOOSE PACK LATEX ADHESIVES/WALLPAPER PRIMER/DETERGENTS SOLIDIFY/LANDFILL (55-GAL DRUM)				Each	199.32	

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
36	USED OIL/OIL & WATER DISPOSAL METHOD: RECYCLE (55-GAL DRUM)				Each	162.92	
37	USED OIL/OIL & WATER DISPOSAL METHOD: RECYCLE (30-GAL DRUM)				Each	324.34	
38	PCB'S/BALLAST/ SMALL CAPACITORS, LAB PACK DISPOSAL METHOD: RECYCLE (55-GAL DRUM)				Each	265.34	
39	PCB'S/BALLAST/ SMALL CAPACITORS, LAB PACK DISPOSAL METHOD: RECYCLE (30-GAL DRUM)				Each	215	
40	PCB OIL LAB-PACK DISPOSAL METHOD: INCINERATION (5-GAL PAIL)				Each	201.34	
41	HAZARDOUS WASTE LIQUIDS/SOLIDS DISPOSAL METHOD: TREATMENT (55-GAL DRUM)				Each	167.86	
42	HAZARDOUS WASTE LIQUIDS/SOLIDS DISPOSAL METHOD: TREATMENT (30-GAL DRUM)				Each	59	
43	HAZARDOUS WASTE LIQUIDS/SOLIDS DISPOSAL METHOD: TREATMENT (5-GAL PAIL)				Each	301.34	
44	FLUORESCENT LAMPS CRUSHED DISPOSAL METHOD: RECYCLE MERCURY (55-GAL DRUM)				Each	.58	
45	FLUORESCENT LAMPS 4FT OR LESS DISPOSAL METHOD: RECYCLE MERCURY				Each	.58	
	FLUORESCENT LAMPS 6 FT & GREATER DISPOSAL METHOD: RECYCLE				Each	.58	



Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
46	MERCURY FLUORESCENT LAMPS CFLS: DISPOSAL METHOD: RECYCLE MERCURY				Each	.49	
47	FLUORESCENT LAMPS CIRCLE, U-SHAPE DISPOSAL METHOD: RECYCLE MERCURY				Each	.49	
48	HID/SODIUM LIGHT LAMPS DISPOSAL METHOD: RECYCLE MERCURY				Each	1	
49	LED LAMPS DISPOSAL METHOD: RECYCLE				Each	.49	
50	PROPANE/MAPP GAS LOOSE/LAB PACK 1 POUND CYLINDERS DISPOSAL METHOD: RECYCLE (55-GAL DRUM)				Each	249.84	
51	RECHARGEABLE/NON-RE CHARGEABLE TYPE BATTERIES (NIMH, Li-ion, NiCd) LOOSE PACK - DISPOSAL METHOD: RECYCLE (30-GAL DRUM)				Each	330.34	
52	RECHARGEABLE AUTOMOTIVE SIZE (Li-ion) GREATER THAN 11 LB BATTERIES LOOSE PACK - DISPOSAL METHOD: RECYCLE (55-GAL DRUM)				Each	2563.34	
53	RECHARGEABLE/NON-RE CHARGEABLE TYPE BATTERIES (NIMH, Li-ion, NiCd) LOOSE PACK - DISPOSAL METHOD: RECYCLE (5-GAL PAIL)				Each	108.49	
54	ALKALINE BATTERIES FOR RECYCLE LOOSE PACK (55-GAL DRUM)				Each	390.49	
55	ACETYLENE CYLINDERS SMALL 24" OR LESS DISPOSAL METHOD:				Each	80	

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
56	RECYCLE ACETYLENE CYLINDERS MEDIUM 25" TO 48" DISPOSAL METHOD: RECYCLE				Each	165.49	
57	ACETYLENE CYLINDERS LARGE 49" TO 60" DISPOSAL METHOD: RECYCLE				Each	200.49	
58	TILE FLOOR ADHESIVE 20LB TANK DISPOSAL METHOD: INCINERATION				Each	540.49	
59	ISOCYANATE/POLYOL 20LB TANK DISPOSAL WITH NON-FUNCTIONING VALVES DISPOSAL METHOD: INCINERATION				Each	550	
60	AMINE/HARDENER PART A/B 20LB TANK DISPOSAL WITH NON-FUNCTIONING VALVES DISPOSAL METHOD: INCINERATION				Each	550	
61	CO2 BB GUN CARTRIDGE DISPOSAL METHOD: RECYCLE (5-GAL PAIL)				Each	290.49	
62	CO2 CYLINDERS SMALL 24" OR LESS DISPOSAL METHOD: RECYCLE				Each	12	
63	EPA ELECTRONIC MANIFEST FILING FEE				Each	20	
64	LABOR: GENERAL TECHNICIAN				Hour (s)	52	
65	LABOR: CHEMIST/SUPERVISION				Hour (s)	60	
66	Allowance for Mobile HouseholdHazardous Waste Collections, Emergency Response Cleanup and Chemical Disposal by County Agencies						300,000.00
Payments in accordance with the Contract Documents Section 2, Paragraph 2.1.							

Line	Part Number / Description	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
<p>This line item is issued based upon a dollar amount and any work or deliveries must not exceed that amount. Invoices must be submitted only for actual work performed and orders delivered and must be consistent with the agreed upon prices, terms, and specifications</p>							

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

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

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

2. All invoices, packing lists and packages must include the purchase order number (located on the upper right corner of the purchase order). The vendor must provide a proper invoice by which payment will be processed. In accordance with 218.76(1), Fla. Stat., if an invoice is subsequently determined to be improper, it shall be returned to the vendor. Proper invoices must include:

- Original invoice.
- Vendor's name and address.
- Vendor's tax identification number.
- Vendor's "remit to" address.
- Invoice date.
- Invoice number.
- Invoice must be billed to "BOCC Hillsborough County Florida."
- Correct purchase order number.
- Description of goods/services purchases, to include quantity and/or hours of work performed.
- Correct unit price (not to exceed four [4] decimal places), extended price, and total amount due.
- Shipping date.
- County department name and/or delivery contact named on the purchase order.
- Conformance to all other requirements specified in the corresponding contract/agreement.

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

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

Method - ACH (Direct Deposit)\*

Source - Electronic (Bank)

Fee - None

Remittance/Notice - Email (Invoice # & Amount)

Method - Check

Fee - None

Remittance/Notice - Stub (Invoice # & Amount)

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

5. Materials rejected by the County will be returned to the vendor at the vendor's risk and expense. The County shall not be liable or otherwise responsible for any re-stocking charges unless prior written approval has been provided by the Director of Procurement. Cash discounts will be deducted as provided for on the face of this purchase order or in accordance with the terms of the vendor's quotation or bid.

6. Acceptance by the vendor of this order includes acceptance of all items, conditions, prices, delivery instructions and specifications as shown on the order or attached to or referred to, and which are made a part hereof by reference, as fully and

to the same extent as if copied at length herein. In the event of a conflict or discrepancy between this purchase order and any referenced contract document, if one exists, the contract document shall govern. The vendor may not unilaterally modify the terms of this purchase order by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the vendor's order or fiscal forms or other documents forwarded by the vendor for payment. The County's acceptance of product or processing of documentation on forms furnished by the vendor for approval or payment shall not constitute acceptance of the proposed modification to the terms and conditions of this purchase order.

7. If this purchase order is a call or release order against a Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA), all terms and conditions of the subject purchase agreement and this purchase order shall apply to the order. The purchase order number, not the purchase agreement number, must be on the invoice.

8. All shipments by the vendor must be F.O.B Destination, unless otherwise authorized in writing by the Director of Procurement. Any F.O.B. Shipping Point freight charges shall be prepaid and added to the invoice and with a copy of the freight bill attached. The County will not accept collect shipments. All stated delivery times are of the essence.

9. In accordance with law, the County reserves the right to cancel all or part of this purchase order prior to acceptance of the goods or services.

10. Vendors are expected to satisfy all purchase orders in one shipment unless otherwise stipulated in the subject solicitation, award, or authorized by the Director of Procurement in writing. Excessive and unauthorized partial shipments may result in vendor debarment or prohibition from doing business with the County.

11. Vendors are not authorized to deliver any goods or services which are not covered by this purchase order. The County accepts no responsibility and is not obligated to render payment for purchases that are not covered by a duly- issued purchase order or specifically authorized by the Director of Procurement or County Administrator. Vendors violating this condition may be subject to debarment or prohibition from doing business with the County in accordance with the County's Procurement Policies and such vendors may forfeit their right to compensation for such deliveries.

12. INDEMNIFICATION (PATENT OR COPYRIGHT): The vendor shall indemnify and hold harmless, and defend the County and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorney's fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by vendor during or after completion of the Work. These obligations shall survive acceptance of any goods and/or services and payment therefore by the County.

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

14. INDEMNIFICATION (GENERAL LIABILITY □ GOVERNMENTAL AGENCY-VENDORS ONLY): The County and governmental agency-vendor shall each be liable to the extent permitted by 768.28, Fla. Stat., for the negligent acts, or omissions of their respective officers, employees and agents. Nothing in the foregoing shall be construed as a waiver of sovereign immunity or as consent to be sued by either the County or the governmental agency-vendor.

15. Any dispute or contractual right regarding this purchase order shall be governed by Florida Law. In the event of a lawsuit by the vendor the venue of such lawsuit shall be in Hillsborough County, Florida and the vendor waives whatever rights it has in the selection of venue.

16. LAWS, REGULATIONS, PERMITS & LICENSES: The vendor is 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 and/or services provided pursuant to this purchase order/contract shall be deemed to be a part of this purchase order/contract; and vendor represents and warrants that it is in compliance with such laws, rules and regulations. The vendor shall have in its possession any applicable permits, licenses, etc. that may be required by Federal, State, County, or local law to furnish the goods and/or services under the scope of this purchase order. The vendor shall be in compliance with all zoning and other ordinances in the performance of the awarded contract.

17. **EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION:** The vendor shall comply with Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices. The vendor shall also comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are incorporated herein by reference. Furthermore, Hillsborough County hereby notifies all vendors that Minority Business Enterprises (MBE), Disadvantaged Minority Business Enterprises (DMBE), and Disadvantaged Women Business Enterprises (DWBE) will be afforded a full opportunity to participate in any award made by Hillsborough County and will not be subjected to discrimination on the basis of race, color, sex or national origin.

18. The vendor shall keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the vendor for a minimum of six (6) years from the date of termination of this Contract. The County and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of this contract and during the period of six (6) years thereafter. This six (6) year time period will be extended until audit findings are issued if an audit is initiated during the six (6) year period. Such activity shall be conducted only during normal business hours. The County, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the vendor as concerns the aforesaid records and documentation.

19. **TAXES:** Counties are exempt from Federal Taxes on transportation charges and any Federal Excise Tax (No. 59-6000661). If you are to prepay charges, do not pay tax as County will not reimburse you for taxes paid. The County's Consumers Certificate of Exemption Number is #85-8012622015C-2, effective 11/30/19.

20. Questions concerning delivery of this order should be directed to the department contact shown on the order. For other questions regarding this order, please contact the Procurement Services Department at P.O. Box 1110, 601 E. Kennedy Blvd., 25th Floor, Tampa, FL 33601, [procurementservices@HCFLgov.net](mailto:procurementservices@HCFLgov.net), or (813) 272-5790. Please visit <http://HCFLGov.net/vendors> to view or download the County's Procurement Policy and Procedures Manual.

21. **RISK OF LOSS:** Until acceptance, risk of loss or damage shall remain with the vendor. The vendor shall be responsible for filing, processing, and collecting all damage claims. When the County rejects a product, the vendor shall remove it from the premises within ten (10) days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the vendor. Rejected product not removed by the vendor within ten (10) days shall be deemed abandoned by the vendor, and the County shall have the right to dispose of it as its own property. The vendor shall reimburse the County for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

22. **WARRANTY:** The vendor shall provide to the County a one (1) year written warranty: (a) against poor workmanship, for all services rendered by the vendor, (b) for all products, materials or equipment provided by the vendor in the course of providing service to the County, and (c) for all commodities sold to the County. The warranty period shall begin on the date of final completion and/or acceptance by the County.

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

24. **ACCESS TO RECORDS:** If applicable, vendor shall comply with the requirements of Chapter 119, Florida Statutes, with

respect to any documents, papers, and records made or received by vendor in connection with this purchase order.

25. REIMBURSEMENT OF TRAVEL EXPENSES: Travel expenses, if applicable, shall be paid pursuant to the provision of 112.061, Florida Statutes.

26. LEGALLY REQUIRED STATEMENT AND PROVISIONS REGARDING ACCESS TO RECORDS - APPLICABLE TO SERVICES CONTRACTS ONLY

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

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

- a) Scott Stromer 813-272-5790,
- b) StromerS@HCFLgov.net,
- c) Procurement Services, 601 E. Kennedy Blvd., 25th Floor, Tampa, Florida 33602.

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

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

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

27. USE OF E-VERIFY, LEGALLY AUTHORIZED WORKFORCE & IMAGE BEST PRACTICES

a) E-Verify:

Vendor affirms that it is in compliance with Florida Statutes, Section 448.095 which, in part, requires all vendors/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 vendors/contractors to obtain affidavits from its subcontractors stating that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Vendor acknowledges and understands that pursuant to Florida Statutes Section 448.095, the County is required to terminate this purchase order/contract

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

b) Legally Authorized Workforce:

i) Vendor 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, vendor represents and warrants:

aa) that vendor 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 vendor's employees are legally eligible to work in the United States; and

cc) that the vendor 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 vendor'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 vendor unless the County has a good faith belief that the vendor 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 vendor'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:

Vendor is encouraged to incorporate IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors.

## 28. CHANGES IN THE WORK/CHANGE ORDERS/MODIFICATIONS

a) All additions, deletions, or revisions to this purchase order/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 vendor and the Chair of the Board of County Commissioners. Only upon receipt of a Change Order or Modification Agreement shall the vendor be authorized to proceed with the work involved. All such work shall be executed under the applicable terms and conditions contained in the purchase order/contract documents. Change Order/Modification Agreement shall mean the written order to the vendor authorizing an addition, deletion, or revision in the goods, services and/or work to be provided under the purchase order/contract documents or an adjustment in the contract price after the award of and/or execution of the contract.

b) Additional work performed by the vendor without the authorization of a Change Order or Modification Agreement will not entitle the vendor 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 contract documents.

c) It is the vendor'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.

## 29. UTILIZATION OF DM/DWBEs

a) This clause shall only be applicable to those contracts/procurements where the vendor has agreed to the goal established by the County for the utilization of Disadvantaged Minority/Disadvantaged Women Business Enterprises (DM/DWBEs) pursuant to Hillsborough County Resolution No. R06-264 and its subsequent amendments.

b) Vendor acknowledges and agrees that it has committed to achieve the percentage goal stated on the ordering document(s) related to this procurement for the utilization of DM/DWBE businesses. Accordingly, vendor is required to subcontract a minimum of this percentage goal of the monetary value of the services and/or work to be performed under this contract to certified DM/DWBE businesses. Vendor shall not substitute with a non-DM/DWBE subcontractor or complete the services/work using its own forces without the prior written approval of the County's DM/DWBE Division Office. Approval of such substitution by the County will be provided only upon a showing that it is not reasonable or possible for the vendor to obtain the services of another certified DM/DWBE business to achieve the DM/DWBE participation goal. To assist the vendor with identification of County-certified DM/DWBE businesses, vendor should refer to the County's DM/DWBE



Directory which can be found on the County website at  
<https://www.hillsboroughcounty.org/en/businesses/doing-business-with-hillsborough/minorities-and-women>.

c) Vendor is required to utilize the County's Vendor Compliance System (B2GNOW) on a monthly basis to confirm payments received from the County and to list any payments made by the vendor to DM/DWBE subcontractors, whether or not payment has been made to the vendor by the County. The County's Vendor Compliance System (B2GNOW) can be accessed at the following link: <https://hillsboroughcounty.diversitycompliance.com/>.

d) Vendor shall coordinate its DM/DWBE utilization efforts with the County-assigned project manager on this contract. Vendor is advised to contact the County's DM/DWBE Division Office at [MWSBE@HCFLGov.net](mailto:MWSBE@HCFLGov.net) for guidance and assistance regarding the County's DM/DWBE Program requirements, DM/DWBE certification, and/or utilization of the County's Vendor Compliance System (B2GNOW).

e) Failure of the vendor to comply with this section may constitute a material breach of contract and shall entitle the County to remedies as more specifically set forth in the County's Operational Procedures governing the DM/DWBE Program; such remedies may include, but are not limited to, the forfeiture of and/or recovery by the County of monies paid to the vendor under this contract intended for expenditure with a DM/DWBE subcontractor, and/or suspension or debarment of the vendor from bidding and/or working on County contracts for up to two (2) years. Vendor is advised that failure to comply with the requirements of this section may result in a non-responsibility determination of bids/offers by the vendor on future procurement solicitations issued by the County.

30. NO ASSIGNMENT OF CONTRACT: Vendor shall not make any assignment of this contract, 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 by the County for breach of contract.

Hillsborough County Standard Purchase Order Terms and Conditions - Revised 03/24/2022

## Contract Terms and Conditions

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## **Terms and Conditions**

### **1. Specifications**

#### **1.1. Scope \***

The Hillsborough County Solid Waste Management Department seeks a qualified Contractor to provide the collection, lab packaging, and transportation of hazardous waste from the County to a United States Environmental Protection Agency (EPA) permitted Treatment/Storage/Disposal Facility (TSDF) and subsequent disposal of these materials in a manner permitted by all applicable laws and regulations. The hazardous waste generated shall come from homeowners, small businesses, schools and governmental agencies in Hillsborough County.

#### **1.2. Project Components**

1.2.1. Hillsborough County's Hazardous Waste Collection Program shall consist of two (2) project components;

1.2.1.1. Routine Collection of Household Hazardous Waste (HHW) from County Household Hazardous Waste Collection Centers.

1.2.1.2. Ad hoc services for Mobile Household Waste Collections, Emergency Response Spill Clean Up, and Chemical Disposal from County Agencies.

1.2.2. Routine Collection of HHW from County Household Hazardous Waste Collection Centers

1.2.2.1. Hillsborough County has a Household Hazardous Waste Collection (HHW) Program for the purpose of collection and disposal of chemical waste generated by residential customers in Hillsborough County. The three (3) HHW collection centers are each open once a month from 8:00 am to 2:00 pm. The operating days hours for the HHW centers may be changed at the sole discretion of the County. The Centers are staffed and managed by County personnel certified as having 40-hours of Occupational Safety and Health Administration (OSHA)-approved Hazardous Waste Operations and Emergency Response (HAZWOPER) training.

1.2.2.1.1. Locations of the County's HHW Collection Centers are the following:

Northwest County  
9805 Sheldon Road  
Tampa, FL 33635

East County  
6209 C.R. 579

Seffner, FL 33584

South County  
13000 U.S. 41 South  
Gibsonston, FL 33534

1.2.2.2. The Contractor shall furnish all necessary personnel, materials, equipment, labor, supervision, facilities and all services necessary for, or incidental to, the performance of all work as defined in these specifications.

1.2.2.3. The Contractor shall provide staffing at these Collections with at least two Chemists/Supervisors (and one additional Chemist/Supervisor on an as-needed basis) and a minimum of seven (7) technicians. At the sole discretion of the County, additional staffing shall be provided by the Contractor. Typically, Contractor staff for the Collections shall be requested a week prior to each Collection.

1.2.2.4. Contractor personnel shall perform tasks including, but not limited to: receiving waste from customer's vehicles; waste identification; segregating waste into appropriate hazardous categories; waste minimization (e.g. bulking of waste; lab packing waste); shipping waste and general site clean-up.

1.2.2.5. Community participation at a Collection Site may exceed the Contractor's capabilities to adequately service the Collection. At the direction of the County, the Contractor shall mobilize additional personnel, equipment, and materials as appropriate, within one (1) hour of being notified by authorized County staff.

1.2.2.6. The Contractor shall ensure that, all Subcontractors utilized by the Contractor for any portion of the work, meet or exceed the same requirements as the Contractor.

1.2.2.7. The Contractor shall notify the County within 30 days when entering a consent order with any environmental regulatory agencies against the Contractor or Subcontractors utilized within the scope of this Contract. Notification shall be made to the Project Manager by email with a copy of such order. Failure to do so could result in termination of the contract.

1.2.2.8. The Contractor shall provide educational information regarding the safe disposal of hazardous waste to the County, other local municipalities, the School Board, various civic associations, environmental groups, Small Quantity Generators (SQGs), Conditionally Exempt Small Quantity Generators (CESQGs), non-profit organizations, the media and other interested residents of Hillsborough County, as requested by the County.

1.2.2.9. The Contractor shall provide service to all County Departments and Agencies when requested under the terms of this contract. The Contractor shall also offer this service at the same rates, terms and conditions to Small Quantity Generators (SQGs). Conditionally Exempt Small Quantity Generators (CESQGs), non-profit organizations, schools, churches, and other government agencies, when requested,

including Contracts fee schedule. The Contractors shall arrange for pick-up of the material and transportation back to their facility. However, if any of the entities listed above elects to deliver their material to the Contractor then the entity shall provide identification at the Contractor's facility to demonstrate they are covered by this contract and may utilize the Contract's fee schedule.

1.2.2.10. Packaging, transport and disposal of the material collected shall be the sole responsibility of the Contractor. In addition the contractor is required to bulk certain items such as gasoline, diesel fuel, kerosene, flammables, used oil, antifreeze and cooking oil. Any other type of bulking waste minimization or waste consolidation performed on site shall have prior approval by County representative.

1.2.2.11. The Contractor shall be solely responsible for conforming to all requirements mandated by any permitted Recycling, Treatment, Storage, or Disposal Facility regarding labeling, packaging, segregation, and transportation of the waste, to ensure its acceptance at the final disposal facility.

1.2.2.12. The Contractor shall render the area environmentally safe, cleaning up any and all spills that may have occurred during any transaction at each site, during any and all collections, in compliance with the Spill Contingency Plan, and to the satisfaction of the County.

1.2.2.13. The Contractor shall provide at least two (2) staff persons at the Household Hazardous Waste Collection site in the event of the implementation of weekly collection events in unincorporated Hillsborough County with 14 days' notice. Contractor's staff shall be present during the scheduled work hours (8-10 hour day) of the collection event to perform the collection, packaging and transporting of hazardous waste.

1.2.2.14. The County shall have the right to remove any specific materials from the HHW waste stream (e.g., used oil, lead-acid batteries, latex paint, flares, ammunition, and propane cylinders/tanks) for recycling or alternative disposal.

1.2.2.15. Materials collected from residents at the HHW sites shall be identified and placed in either the proper storage compartment of the Hazardous Material Storage Building or containerized. The Contractor shall provide training for Hillsborough County personnel twice a year for identification, segregation, chemical compatibility, lab packing and storing hazardous materials.

1.2.2.16. Analytical testing, including the Toxicity Characteristics Leaching Procedure (TCLP) shall only be performed with specific authorization by the County.

1.2.2.17. It is anticipated that a limited amount of unacceptable materials (e.g., infectious or biologically active materials) that are not acceptable at any County collection events shall be found during the duration of this contract. These unacceptable materials shall be handled on a case-by-case basis by the County.

1.2.2.18. All the waste material collected and lab packed for disposal by the Contractor shall be removed from the HHW collection center not later than the first Wednesday following each collection. The County may periodically require shed clean-outs throughout the year. The Contractor shall respond within ten



(10) business days of request.

1.2.2.19. The Contractor shall be solely responsible for complying with all requirements mandated by Federal, State, and Local laws regarding the proper labeling, packaging, segregation, transportation, and disposal of hazardous materials.

1.2.2.20. The County shall have final approval on disposal sites to be utilized by the Contractor for all household hazardous waste collected by the County.

1.2.2.21. All equipment used by the Contractor or Subcontractors shall be clean, properly maintained, and clearly identifiable as belonging to the Contractor or Subcontractors. The damage, theft or loss of any equipment or supplies belonging to the Contractor or Subcontractors during or after a collection event shall be the sole responsibility of the Contractor or Subcontractors.

1.2.2.22. The Contractor shall prepare and maintain a Uniform Hazardous Waste Manifest (EPA Form 8700-22) documenting the generator, transporter, and TSD facility. One copy of this Manifest along with one copy of each Container Content Sheet shall be provided to a County Representative prior to shipping waste from each of the sites.

1.2.2.23. The final Uniform Hazardous Waste Manifest shall be provided by the Contractor to the County within thirty (30) calendar days of the actual pick-up date.

1.2.2.24. A Certificate of Disposal, Recycling, Destruction, indicating Final Disposal site and Method of Disposal, for each and every type of waste generated through this program shall be provided by the Contractor to the County within ninety (90) calendar days of the Manifest date.

1.2.2.25. At the end of each collection month no later than the first day of the following month, the Contractor shall provide and upload waste weights in flat file (CSV) or via API.

1.2.3. Ad hoc services for Mobile Household Waste Collections, Emergency Response Spill Clean Up, and Chemical Disposal from County Agencies.

1.2.3.1. The Project Manager shall develop specifications describing the County's need for the Contractor to provide requested ad hoc services, including but not limited to Mobile Collections, Oil/Leachate/Chemicals Spill Clean Up and Contaminated Soil Clean Up. County agencies may also contact the Contractor for disposal of hazardous waste specified within this contract. The Contractor shall provide a price quote for the ad hoc services required for the County's consideration and approval prior to the cleanup or disposal being performed by the Contractor. Each price quote shall contain the Contractor's best monetary and technical support terms and shall not include a Hazardous Waste Surcharge or tax.

1.2.3.2. The Project Manager shall determine that the fees are fair and reasonable and are consistent with the pricing and hourly rates provided in the contract and in previous services performed.

1.2.3.3. The Project Manager may authorize the Contractor to provide services that are not covered by the bid line items. The Project Manager shall coordinate the processing of a release purchase order utilizing the allowance in the last line item of the contract pricing pages. The Contractor shall not commence any services until receipt of a processed release purchase order from the Project Manager. The Project Manager will also review quotes provided for other county agencies prior to use of this contract.

### **1.3. Minimum Qualifications \***

1.3.1. The Bidder/Proposer or principal thereof shall demonstrate recent experience in providing substantially similar services within the past three (3) year(s) to public entities in the State of Florida with populations of at least 100,000 people. The Bidder/Proposer shall provide at least three (3) contracts that can verify the Bidder has completed or is currently working on substantially similar projects. The "Responsibility Survey" should be used by the Bidder/Proposer to provide such information. If the Bidder/Proposer uses its own form, the information provided must be substantially similar as requested in the Responsibility Survey.

1.3.2. The Bidder/Proposer shall at the time of the Bid opening and, during the contract period, own, operate and be the primary contractor of a U.S. Environmental Protection Agency/Florida Department of Environmental Protection (FDEP) licensed hazardous waste transfer, storage, and/or disposal facility (TSDF) within the State of Florida.

1.3.3. The Contractor's Chemist/Supervisor shall have at a minimum, a 2-year degree with a Major or Minor in Chemistry or related science field, or at least two (2) years' experience in the hazardous waste field and one year of this experience in a supervisory capacity. The Chemist/Supervisor, and all the Contractor's on-site personnel, shall be certified as having forty (40) hours of Occupational Safety and Health Administration (OSHA)-approved Hazardous Waste Operations and Emergency Response (HAZWOPER) training, and remain certified during the term of the contract.

### **1.4. Minimum Requirements \***

1.4.1. Within thirty (30) days of the contract award, the Contractor shall submit a Waste Disposal Site List that shall include all ultimate disposal sites in the United States with a copy of permit of all facilities used during this Contract. All hazardous waste disposed of with this Contract shall be disposed of in the United States.

1.4.1.1. The Waste Disposal Site List shall include the name, address, telephone number, and disposal method(s) of each disposal site, and shall detail the type of waste(s) the Contractor shall dispose of at each site.

1.4.1.1.1. If any hazardous waste has to be disposed of outside of the United States, a written letter shall be submitted to the Project Manager and authorized in writing by Hillsborough County Solid Waste Management Department prior to disposal.

1.4.1.1.2. No additional or alternate disposal sites shall be utilized by the Contractor for services within the scope of this Contract without written authorization from the County.

1.4.2. The Contractor shall be required to provide certificates of disposal (recycling, reclamation, fuel blending, treatment, destruction, etc.) of all waste generated during this Contract.

1.4.3. Within thirty (30) days of the contract award, the Contractor shall be required to submit to the Project Manager the General Safety Plan and the Comprehensive Site-Specific Safety Plan for each of the County's three Household Hazardous Waste Collection Centers (HHW).

1.4.4. The Contractor shall submit a monthly invoice for payment by the 15th of the month for work completed in the preceding month. With each invoice submitted for Payment, the Contractor shall include the following reports electronically:

1.4.4.1. An itemized list of the staff that worked at each HHW event and their total hours;

1.4.4.2. A Microsoft Excel® spreadsheet detailing monthly and cumulative total of materials collected for the Project Manager's review and use. The spreadsheet shall include a tab with the following information for each HHW collection facility and a tab with the overall total for all facilities combined; and shall be in a format and appearance approved by the Project Manager.

1.4.4.2.1. Monthly totals of material collected, recycled and disposed of for each bid line item;

1.4.4.2.2. Cumulative total of materials collected, recycled, and disposed of for the fiscal year (October 1 through September 30) for each bid line item.

## **1.5. Preparation for Delivery \***

Delivery of the goods and/or performance of the Services and/or Work must be no later than **Seven (7) 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. Allowance(s) \***

An Allowance, in the amount of \$300,000.00, will be added to the total Bid amount for Mobile Household Hazardous Waste Collections, Emergency Response Cleanup and Chemical Disposal by County Agencies.

Commodities and/or Services ordered through the Allowance are limited to the items/services listed above. Costs for the commodities/services must be pre-approved by the County and deemed to be fair and reasonable by County staff.

## **2.2. Basis for Award (Overall Low)**

Award will be made to the lowest, responsive and responsible Bidder meeting Specifications. Award will be made to a single Bidder for all line items. If a Bidder fails to submit an Offer on all line items, then that Bidder is not eligible for award.

## **2.3. Bonds**

### **2.3.1. Bid Bond**

If Bidder/Proposer is required to submit a Bid Bond for this procurement, then either a certified check, a cashier's check, an irrevocable letter of credit or, in the alternative, a submission of a Bid Bond completed and signed by all required parties and submitted in the format detailed by the Bid Bond page (attached to this Solicitation Document) shall be required to accompany each Offer in the dollar amount set forth within the Solicitation Document.

a) A copy of the Bid Bond or irrevocable letter of credit must be electronically attached to the Bidder's/Proposer's Offer if said Offer has been submitted to the County electronically. The original Bid Bond or irrevocable letter of credit must be delivered to the Procurement Services Department no later than five (5) Business Days after the Close Date. Please be advised that the original Bid Bond or irrevocable letter of credit must be the same as (i.e. the original of) the copy of the Bid Bond or letter of credit electronically attached to the Offer and cannot deviate from or be different from the copy attached to the electronic bid in any way.

b) Original documents of certified checks and cashier's checks must be delivered to the Procurement Services Department no later than the Close Date.

c) Any submitted certified check or irrevocable letter of credit shall be drawn on a solvent bank or trust company to the order of Hillsborough County Board of County Commissioners, and shall have all necessary documentary revenue stamps attached, if required by law.

d) Surety on Bid Bonds shall be authorized to do business in the State of Florida.

e) All Bid Bonds shall be issued or countersigned by an authorized agent, with satisfactory evidence of the authority of the person or persons executing such bonds.

f) Personal checks, business checks and cash deposits are not acceptable.

### **2.3.2. Earnest Money Deposit/Bid Bonds and Other Bid Securities**

i) An Earnest Money Deposit/Bid Bond or other security is required with this Bid. Either a certified check, a cashier's check, treasurer's check, or a bank draft drawn on any national or state licensed financial institution or, in the alternative, an Earnest Money Deposit completed and signed by all required parties and submitted in the format detailed in the attachment, shall be required to accompany each Bid Proposal in a stated dollar amount which equals not less than five percent (5%) of the sum of the computed total amount of the Bidder's Bid Proposal.

ii) If the Bid will be awarded at a stated dollar amount, the Earnest Money Deposit or other security must be in an amount of five percent (5%) of the stated award amount, regardless of the Bid prices received.

iii) Any submitted certified check, cashier's check, treasurer's check, or bank draft shall be drawn on a solvent bank or trust company authorized to do business in Florida, payable to the order of Hillsborough County Board of County Commissioners, and shall have all necessary documentary revenue stamps attached, if required by law.

iv) Sureties on Earnest Money Deposits shall be companies authorized to do business in the State of Florida and satisfactory evidence of the authority of the person or persons executing such Bid Bonds shall be submitted with the

**Bid Bond.**

- v) Bid Bonds must be submitted on the form provided (see attachment).
- vi) Personal checks, business checks, and cash deposits are not acceptable to Hillsborough County and will render your Bid nonresponsive.

**2.3.3. Evidence of Power-of-Attorney on Surety Instruments**

Attorneys-in-fact who sign Bonds or other surety instruments must attach with each Bond or surety instrument a certified and effectively dated copy of their power-of-attorney.

**2.3.4. Performance and Payment Bonds**

- i) The successful Bidder shall execute a Performance Bond as shown within the attachment, or furnish acceptable alternative forms of security, in a sum equal to one hundred percent (100%) of the total awarded Contract amount by a Surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida. The Performance Bond shall be required from the successful Bidder to ensure the faithful performance of the obligations imposed by the Contract.
- ii) The successful Bidder shall execute a Payment Bond as shown within the attachments, or furnish acceptable alternative forms of security, in a sum equal to one hundred percent (100%) of the total awarded Contract by a Surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida. The Payment Bond shall be provided by the successful Bidder for purposes of protecting the County from lawsuits for non-payment of debt that might arise in connection with the successful Bidder's performance under the Contract.
- iii) The Performance Bond and Payment Bond forms will be included in the Contract Documents and must be properly executed by the Surety and the successful Bidder. Attorneys-in-fact who sign Bonds or other surety instruments must attach with each Bond or surety instrument a certified and effectively dated copy of their power of attorney. Certified copies of the recorded Bonds shall be submitted to the County within ten (10) Days after notification by the County of award of the Contract.
- iv) In lieu of the Performance and Payment Bonds required by this section, the successful Bidder may file with the County an alternative form of security which shall be in the form of Cash, money order, certified check, cashier's check, irrevocable letter of credit, or alternative securities of the type listed in Part II of Chapter 625, Florida Statutes. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the Performance and Payment Bonds. The determination of the value of such alternative forms of security shall be made by the County.

**2.3.5. Security Forfeiture**

If within ten (10) Days after the successful Bidder's receipt of the Notice of Award, the successful Bidder refuses or otherwise neglects to execute and deliver the required Agreement or fails to furnish the required Performance and Payment Bonds, or acceptable alternative forms of security as stipulated herein, the amount of the Bidder's Bid security (check, Bid Bond/Earnest Money Deposit, or other) may be forfeited and the award rescinded if such action is deemed to be in the best interests of County. No plea of mistake in the Bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of its Bid security or as a defense to any action based upon the neglect or refusal to execute the required Agreement.

#### **2.4. 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 vehicles with limits of not less than:

I) Bodily Injury & Property Damage Liability: **\$300,000** 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 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.

## **2.5. 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.

## **2.6. 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 =  $[.75 \times (\text{CPI2} - \text{CPI1}) \div \text{CPI1} + 1] \times \text{Current Fee}$

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 six percent (6%) in any year.

## **2.7. 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.

## **2.8. Term Contract Clauses**

### **2.8.1. Contract Period for Term Contract \***

The Contract resulting from this Solicitation Document will be in effect for a **three (3)**-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).

### **2.8.2. 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.

### **2.8.3. 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

### **2.8.4. 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.

### **2.8.5. 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. 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.

### **3.23. 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.

### **3.24. Modification Agreement**

"Modification Agreement" shall mean the written order to the Contractor signed by the County 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 execution of the Agreement.

### **3.25. 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.

### **3.26. 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.

### **3.27. 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.

### **3.28. 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.

### **3.29. 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.

**3.30. Project**

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

**3.31. Project Manager**

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

**3.32. 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.

**3.33. 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.

**3.34. Purchase Order**

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

**3.35. 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.

**3.36. 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.

**3.37. 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.

### **3.38. 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.

### **3.39. 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.

### **3.40. 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.

### **3.41. 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.

### **3.42. 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.

### **3.43. 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.

### **3.44. 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. Manual Bid Submissions

Applicable only to Offers that are not submitted via the County's electronic bidding system.

If Bidder/Proposer is submitting its Offer by means other than through the County's electronic bidding system, then the following provisions shall apply and shall replace the provisions with the same heading/subject matter found in this "Instructions" section of this Solicitation Document; all other provisions in this "Instructions" section shall remain the same and shall apply to all Offers.

a) Important Notice Regarding Delivery of Offers: The County is currently in the process of transitioning from a manual bidding process to a fully automated electronic bidding process. Accordingly, during this period of transition, in addition to accepting Offers via the new electronic bidding system, the County will also accept Offers submitted via traditional means (such as U.S. mail, express mail, courier service, or hand delivery) for this Solicitation Document.

i) Bidder/Proposer must have its Offer delivered to:

Hillsborough County BOCC - County Center  
Procurement Services Department  
PO Box 1110  
601 East Kennedy Blvd  
Tampa, FL 33601

ii) Bidder/Proposer is strictly responsible for the delivery of its Offer. The County and/or the Director of the Procurement Services Department shall in no way be responsible for any delays caused by the United States Postal Service and/or other courier, or for delays caused by any other occurrence.

iii) Bidder/Proposer is advised that United States Postal Service delivery is made to the County's post office box (P.O. Box). Such delivery is not made directly to the street address, even if the Bidder/Proposer specifies the street address and/or even if express mail service is utilized; therefore, Bidder's/Proposer's use of the United States Postal Service may cause a delay in the County's receipt of the Bidder's/Proposer's Offer by the Close Date. Bidder/Proposer is cautioned to plan necessary delivery time accordingly.

iv) Offers delivered by facsimile, electronic mail (e-mail) or electronic means other than through the County's electronic bidding system will not be considered.

b) Sealing and Labeling of Offers - Bidder/Proposer is directed to seal its Offer from public view and label its sealed Offer with the Bidder's/Proposer's name, this Solicitation Document's title, and the Solicitation Document number. Sealed Offers may not be amended or otherwise changed by any writing placed outside the sealed Offer. Any writing that is outside of the sealed Offer will not be considered in the County's evaluation of the Offer.

c) Signing of Offer:

i) Bidder/Proposer must sign the most recently amended Offer issued for this Solicitation Document.

ii) Bidder's/Proposer's Offer must be signed by a person that is legally authorized to contractually bind the Bidder/Proposer.

iii) If a Bidder/Proposer is a partnership, then the Offer must be signed by one or more of the company's general partners.

iv) If Bidder/Proposer is a corporation, the Offer must be signed by a current officer of the corporation.

v) A person signing the Offer as Bidder's/Proposer's agent should include with the Offer legal evidence of



such person's authority to sign on behalf of the Bidder/Proposer.

d) Errors on Offer Pricing: If a Bidder's/Proposer's Offer contains erasures, corrections or mathematical errors, the Bidder/Proposer will be bound to the County's reasonable interpretation of the Bidder's/Proposer's intent. The County shall have the discretion to correct any mathematical calculation error and the unit price will control. If a unit price is left blank, the County shall have the discretion to make a reasonable interpretation of the Bidder's/Proposer's Offer, which may include, but is not limited to, assigning a zero dollar (\$0) amount to such blank unit price.

e) Bid Bond:

i) If Bidder/Proposer is required to submit a Bid Bond for this Offer, then either a certified check, a cashier's check, a treasurer's check, or bank draft drawn on any state licensed financial institution, an irrevocable letter of credit or, in the alternative, a submission of a Bid Bond completed and signed by all required parties and submitted in the format set forth on the Bid Bond page attached to the Solicitation Document, shall be required to accompany each Offer in the dollar amount set forth within this Solicitation Document.

ii) Any submitted certified check or irrevocable letter of credit shall be drawn on a solvent bank or trust company to the order of Hillsborough County Board of County Commissioners, and shall have all necessary documentary revenue stamps attached, if required by law.

iii) Surety on Bid Bonds shall be authorized to do business in the State of Florida.

iv) All Bid Bonds shall be issued or countersigned by an authorized agent, with satisfactory evidence of the authority of the person or persons executing such bonds.

v) Personal checks, business checks and cash deposits are not acceptable.

#### **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-responsive 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](http://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 Solutions**

a) ePayables. The County has an ePayables electronic payment solution where the Offeror may choose to be paid by a VISA credit card account. If the Offeror requests to participate in the County's ePayables electronic payment solution, the Offeror should indicate its acceptance in its Offer. If the Offeror has indicated that it will accept the County's VISA credit card for payment, then the Offeror will be required to sign an ePayables Enrollment Form after the Contract has been awarded. The Offeror must have the capacity to accommodate/accept VISA credit card payments in order to participate in the County's ePayables electronic payment solution. ePayables payments will be processed via a credit card and merchant services fees will apply. Merchant services fees are determined by the vendor's agreement with their Merchant Bank. Fees are generally up to three percent (3%).

b) 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 sign a Direct Deposit Authorization Form after the Contract has been awarded.

c) For more information on both Electronic Payment Solutions, go to:

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

#### **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 a written Modification Agreement executed by the Contractor and the County. 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) StomerS@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**

- a) ePayables: If the Contractor is enrolled in the County's ePayables electronic payment solution, all payments will be made using the ePayables electronic payment solution. The Contractor will be issued a VISA credit card account number with zero (\$0) available funds until an invoice is approved by the County for payment. Once the County has approved payment, an electronic remittance advice will be sent to the Contractor via e-mail or fax along with approval for the Contractor to charge the VISA credit card account for that amount. The Contractor will only have the ability to charge up to the monetary limit available to the account. ePayables payments will be processed via a credit card and merchant services fees will apply. Merchant services fees are determined by the vendor's agreement with their Merchant Bank. Fees are generally up to 3%.
- b) Once the Contractor is enrolled in ePayables electronic payment solution and then requests to opt out, the Contractor will not be eligible to re-enroll in ePayables for a minimum of twelve (12) months.
- c) 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 advice 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.



## **EXHIBIT B**

### **Collection of Household Hazardous Waste – Additional Charges**

#### **Mobilization \$4,550.00/event**

- Includes 1 van trailers, 1 Roll-off, 1 pick-up truck, crew mobilization and fuel/mileage

#### **Disposal**

- Paint in Cans \$1,090.00/CYB
- Non-Regulated Liquids (Latex) \$360.00/CYB
- Latex Paint \$1,500.00/Roll-off box

#### **Materials/Supplies**

- Cubic Yard Box (Gaylord) w/Liner \$70.00 each
- Vermiculite (Bag) \$30.00 each
- Light Tube Boxes \$12.00 each