

SOLICITATION WAIVER

This form is for requesting an exemption to a quote, bid, RFP or RFQ. If under \$50,000 will require County Administrator approval and if over \$50,000 the request will need BCC approval. Use your cursor to hover over a field for help.
Please send completed and digitally signed form to Procurement@marionfl.org

Date: 3-2-26 Using Department: UTILITIES

Request Type: Requesting Department: UTILITIES

- Bid Exemption
- Standardization of Product/Brand
- Sole Source Provider of Good/Service
- Piggyback Agency Hillsborough County


Purchase 1 time or recurring purchase with this year's total expenditure estimated is at \$200,000.00

Justification and/or Description:

26PB-061

This project is needed to help Marion County Utilities improve to a proactive programmed maintenance approach for gravity sewer main cleaning and inspections that the department is currently unable to perform on a regular basis. By piggybacking this contract, Marion County Utilities can utilize the competitively bid price offered to Hillsborough County based on their volume at a lower rate.


Project Manager Signature:


Director Signature:

***Procurement Use Only**

The following request is in accordance with the Procurement Manual, and meets the requirements to complete the exemption request and DOES DOES NOT require Board Approval.

Melissa Warten
PCA: 3/5/26
Date:


Procurement Director: 3-5-26
Date:

Do not sign below without prior signatures from Procurement Services above.

County Administrator Signature

Chairman Signature

Masters, Melissa

From: Bickhardt, Brian <BickhardtB@hcfl.gov>
Sent: Wednesday, February 25, 2026 8:19 AM
To: Masters, Melissa
Cc: Dimina, Lisa
Subject: RE: ITB-24-24598 - Cleaning and Inspection of Manholes, Wastewater Lines, and Lift Stations
Attachments: ITB-24-24598 CleaningAndInspection-Sanitary (1).pdf

You don't often get email from bickhardtb@hcfl.gov. [Learn why this is important](#)

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Good Morning Melissa,

Yes, that contract is valid through February 28, 2027 and in accordance with Section 2.4 (pg. 27 of 93) and the vendor's acceptance on question 1.3.2 of the (Question Set 1: Bidder Requirements/Acknowledgements) (pg. 88 of 93), this contract is able to be piggybacked. Hillsborough County does not have a signed contract for this solicitation, as the vendor's electronic acknowledgment and acceptance of those affirmations and the county's Agenda item Dated 2/7/2024 make a binding agreement for the offered services.

Thank you,

Brian Bickhardt
Procurement Operations Coordinator
Procurement Services

P: (813) 663-3213
(VOIP): 43915
E: BickhardtB@HCFLGov.net
W: HCFLGov.net

Hillsborough County
601 E. Kennedy Blvd., Tampa, FL 33602

Vendors interested in **Doing Business with Hillsborough** need to register with Euna Procurement, the County's customer-focused e-procurement platform - it's quick, easy, and free!

Learn more and register here: HCFL.gov/Vendors



From: Dimina, Lisa <DiminaL@hcfl.gov>
Sent: Wednesday, February 25, 2026 7:52 AM

To: Bickhardt, Brian <BickhardtB@hcfl.gov>

Subject: FW: ITB-24-24598 - Cleaning and Inspection of Manholes, Wastewater Lines, and Lift Stations

Good morning Brian,

Thank you for speaking with me earlier 😊 . As we discussed, please see email below from Melissa Masters with Marion County.

Have a great day!

Lisa Ann Dimina

Chief Buyer

Procurement Services Department

E: DiminaL@HCFL.gov

P: (813) 663.3214

601 E. Kennedy Blvd., Tampa, FL 33602

HCFL.gov

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Hillsborough County Florida

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Learn more and register here: HCFL.gov/Vendors



From: Masters, Melissa <Melissa.Masters@marionfl.org>

Sent: Tuesday, February 24, 2026 3:17 PM

To: Dimina, Lisa <DiminaL@hcfl.gov>

Subject: ITB-24-24598 - Cleaning and Inspection of Manholes, Wastewater Lines, and Lift Stations

External email: Use caution when clicking on links, opening attachments or replying to this email.

Good afternoon, Lisa,

Marion County is interested in piggybacking your contract with EnviroWaste for the Cleaning and Inspection of Manholes, Wastewater Lines, and Lift Stations. Is this contract still active? We were given the docs as attached to this email. Was there an executed contract for this award?

Please advise if Marion would be permitted to piggyback this contract and please provide the executed contract.

Thank you!



Melissa Masters, FCCM
Procurement & Contract Analyst
Procurement Services

Marion County Board of County Commissioners
2631 SE Third St.
Ocala, FL 34471
Main: 352-671-8444 | Direct: 352-671-8640

Empowering Marion for Success!

Under Florida law, emails to our organization are public records. If you do not want your email reviewed in response to a public records request, contact this office by phone.

FOR REVIEW



Agenda Item Cover Sheet

Agenda Item N^o A-54

Meeting Date 2/7/2024

Consent Section

Regular Section

Public Hearing

Subject: Award a three (3) year contract to the overall lowest, responsive, and responsible bidder for ongoing and as-needed cleaning and inspection of manholes, wastewater lines, and lift stations throughout the county (ITB-24-24598) for the Water Resources Department at a total cost of \$3,798,300.00.			
Department Name: Procurement Services			
Contact Person: Scott Stromer		Contact Phone: 301-7095	
Sign-Off Approvals:			
Tom Fesler	1/26/2024	Scott Stromer	1/25/2024
Assistant County Administrator	Date	Department Director	Date
Kevin Brickey	1/25/2024	Sacha Brown-Taylor	1/25/2024
Management and Budget – Approved as to Financial Impact Accuracy	Date	County Attorney – Approved as to Legal Sufficiency	Date
N/A	N/A		
Deputy or Chief County Administrator	Date		

Staff's Recommended Board Motion:
Award a three (3) year contract to the overall lowest, responsive, and responsible bidder, Envirowaste Services Group, Inc., for ongoing and as-needed cleaning and inspection of manholes, wastewater lines, and lift stations throughout the County (ITB-24-24598) for the Water Resources Department at a total cost of \$3,798,300.00. In this case, there were no Certified Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) firms and no Registered Small Business Enterprise (SBE) firms for the specified services; therefore, no participation goal or set-aside was established for this procurement. Funding for this procurement is available in the requesting department's approved budget, and purchase orders will only be issued against approved budgets.

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

Background:
The recommended award amount is approximately 26.6% (\$798,300.00) higher than the requesting department's estimate. The higher pricing is likely due to widespread increases in the cost of labor and materials. Effective competition and transparency were achieved through the use of competitive sealed bidding for this procurement and the requesting department determined the offered pricing to be fair and consistent with previous purchases of similar services after considering the current market. The subject services are aimed at ensuring the water collection system remains clean and unclogged to prevent overflows of sewage and remain compliant with Federal Environmental Protection Agency regulatory mandates. The resulting contract will be made available to the Hillsborough County Governmental Purchasing Council.

DELEGATIONS TO DIRECTOR OF PROCUREMENT:
 Unilateral Change Orders up to \$25,000 for additions within the scope of the contract
 Unilateral Extensions

[N] Unilateral Renewals
[N] Additional Purchase Option(s)

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

FOR
REVIEW



Hillsborough County Florida

BOARD OF COUNTY COMMISSIONERS

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COUNTY ATTORNEY

Christine M. Beck

COUNTY INTERNAL AUDITOR

Peggy Caskey

CHIEF FINANCIAL ADMINISTRATOR

Tom Fesler

PROCUREMENT SERVICES

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

DATE: December 20, 2023

TO: Sureshdath Maharaj, Project Manager, Water Resources Department

FROM: Lisa Dimina, Senior Procurement Analyst

SUBJECT: Recommendation for Award for RFQ No. ITB-24-24598, Cleaning and Inspection of Manholes, Wastewater Lines, and Lift Stations /Estimate \$3,000,000.00

Response Due Date to Procurement: December 29, 2023

- Bidder Name/Price (including Allowances): Envirowaste Services Group, Inc. / \$3,798,300.00
- Reference checks are satisfactory: YES NO (If no, provide an explanation)
- Recommend award as responsive/responsible bidder: YES NO (If no, provide an explanation)
- Request Next Bidder? YES NO
- Provide a statement that addresses the reason(s) for your recommendation or rejection.

I recommend awarding to the Envirowaste Group because they were the lowest bidder.

- If recommending award, provide a justification for the +/- 3% variance of the award amount comparison to estimate (\$3,000,000.00).

The cost for CCTV inspection and PACP coding, and gravity main cleaning in County Right of Way are higher than previously anticipated but significantly lower than all other bidders.

- Provide a description of what is being procured that you would like communicated to the approver(s) (e.g. County Administrator or Board of County Commissioners).
Cleaning, televising, and coding of gravity mains and manholes.

- Provide a description of the expected outcome of this procurement that you would like communicated to the approver(s) (e.g. County Administrator or Board of County Commissioners).

I would like to award the contract to the Envirowaste Services Group

- Funding: Operating Grant: Grant Title Capital Project No(s):

Fiscal Approved By: *Tara Dean*

Date: 12/21/2023

Recommendation Approved By:

Spafford
Department Director

Date: 12/21/2023

Enclosure



Hillsborough County Florida

MINORITY & SMALL BUSINESS ENTERPRISES

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

BOARD OF COUNTY COMMISSIONERS

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COUNTY ATTORNEY

Christine M. Beck

COUNTY INTERNAL AUDITOR

Peggy Caskey

DATE: December 20, 2023

TO: Lisa Dimina, Procurement Services

Gwen Sevaetasi

FROM: Gwen Sevaetasi, Minority & Small Business
Special Projects Coordinator

ASSISTANT COUNTY ADMINISTRATOR

Ron Barton

SUBJECT: ITB-24-24598: Cleaning and Inspection of Manholes, Wastewater Lines, and Lift Stations

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

Employment matrix submitted by EnviroWaste Services Group, Inc. indicates that it has a permanent workforce which consists of 133 employees. Pursuant to Hillsborough County's Affirmative Action Requirements, EnviroWaste Services Group, Inc. has furnished a copy of its Affirmative Action/Equal Opportunity Policy Statement. Based on the submitted documents we find EnviroWaste Services Group, Inc. documents are in material compliance with Hillsborough County requirements.

The Minority & Small Business Enterprise Department finds that the bid submitted by EnviroWaste Services Group, Inc. meets the requirements.

Date Posted: December 21, 2023

Notice of Intent to Award - ITB-24-24598: Cleaning and Inspection of Manholes, Wastewater Lines, and Lift Stations

Notice: Pursuant to Hillsborough County Ordinance 13-24, Protest Process and Procedures and Code of Silence the bidder(s) identified are being recommended for contract award. Interested parties with a grievance pertaining to this procurement shall provide the County written notice no later than five (5) business days from the date the County posts this notice of intent to award. See following link for specific ordinance details:
<http://hcf.gov.net/library/hillsborough/media-center/documents/Procurement%20Services/Procurement%20Manual/AppendixCC>

#	Items	Quantity Required	Unit of Measure	Envirowaste Services Group, Inc.		Flotech Environmental, LLC		Inliner Solutions, LLC		National Water Main Cleaning Co		RedZone Robotics, Inc.		Shenandoah General Construction	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
					\$3,798,300.00		\$5,362,834.00		\$14,916,390.00		\$6,524,014.00		\$7,484,750.00		\$12,853,600.00
					18		0		0		0		0		0
					\$3,798,300.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
#0-1	Initial fisheye camera inspection (to include analysis of data and initial-condition assessment of manholes with MACP coding) of all manholes	9000	Each	\$20.00	\$180,000.00	\$125.00	\$1,125,000.00	\$84.00	\$756,000.00	\$150.00	\$1,350,000.00	\$125.00	\$1,125,000.00	\$40.00	\$360,000.00
#0-2	Cleaning Manholes 48" diameter manhole	90000	Each	\$2.50	\$225,000.00	\$0.01	\$900.00	\$85.00	\$7,650,000.00	\$1.00	\$90,000.00	\$6.50	\$585,000.00	\$90.00	\$8,100,000.00
#0-3	Cleaning Manholes 60" diameter manhole	150	Each	\$25.00	\$3,750.00	\$100.00	\$15,000.00	\$115.00	\$17,250.00	\$100.00	\$15,000.00	\$20.00	\$3,000.00	\$100.00	\$15,000.00
#0-4	Wastewater gravity main CCTV camera inspection (to include analysis of data and initial-condition assessment of pipeline assets/segments with PACP Coding) in County Rights of Way	2000000	Linear Foot (Feet)	\$0.80	\$1,600,000.00	\$1.00	\$2,000,000.00	\$1.20	\$2,400,000.00	\$1.20	\$2,400,000.00	\$1.45	\$2,900,000.00	\$1.00	\$2,000,000.00
#0-5	Wastewater gravity main CCTV camera inspection (to include analysis of data and initial-condition assessment of pipeline assets/segments with PACP Coding) in County easement	20000	Linear Foot (Feet)	\$2.50	\$50,000.00	\$2.00	\$40,000.00	\$1.50	\$30,000.00	\$1.50	\$30,000.00	\$1.75	\$35,000.00	\$1.75	\$35,000.00
#0-6	Wastewater cleaning of gravity main in County Rights of Way	2000000	Linear Foot (Feet)	\$0.80	\$1,600,000.00	\$1.00	\$2,000,000.00	\$1.90	\$3,800,000.00	\$1.15	\$2,300,000.00	\$1.20	\$2,400,000.00	\$1.00	\$2,000,000.00
#0-7	Wastewater cleaning of gravity main in County easement	20000	Linear Foot (Feet)	\$3.50	\$70,000.00	\$2.00	\$40,000.00	\$2.60	\$52,000.00	\$3.00	\$60,000.00	\$2.00	\$40,000.00	\$1.75	\$35,000.00
#0-8	GIS and supplemental WAM-Data Delivery (Provided once monthly)	36	Monthly	\$100.00	\$3,600.00	\$1,000.00	\$36,000.00	\$1,000.00	\$36,000.00	\$3,500.00	\$126,000.00	\$1,000.00	\$36,000.00	\$300.00	\$10,800.00
#0-9	Flow thru Plugs 6" to 12"	8	Each	\$250.00	\$2,000.00	\$100.00	\$800.00	\$100.00	\$800.00	\$1.00	\$8.00	\$250.00	\$2,000.00	\$250.00	\$2,000.00
#0-10	Flow thru Plugs 14" to 18"	6	Each	\$275.00	\$1,650.00	\$620.00	\$3,720.00	\$200.00	\$1,200.00	\$1.00	\$6.00	\$375.00	\$2,250.00	\$500.00	\$3,000.00
#0-11	Flow thru Plugs 20" to 24"	6	Each	\$300.00	\$1,800.00	\$700.00	\$4,200.00	\$400.00	\$2,400.00	\$250.00	\$1,500.00	\$500.00	\$3,000.00	\$700.00	\$4,200.00
#0-12	Set up bypass 6" thru 12"	4	Each	\$500.00	\$2,000.00	\$300.00	\$1,200.00	\$110.00	\$440.00	\$500.00	\$2,000.00	\$1,000.00	\$4,000.00	\$600.00	\$2,400.00
#0-13	Set up bypass 14" thru 18"	2	Each	\$750.00	\$1,500.00	\$800.00	\$1,600.00	\$350.00	\$700.00	\$1,000.00	\$2,000.00	\$1,250.00	\$2,500.00	\$800.00	\$1,600.00
#0-14	Set up bypass 20" thru 24"	2	Each	\$1,000.00	\$2,000.00	\$2,200.00	\$4,400.00	\$500.00	\$1,000.00	\$2,500.00	\$5,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00
#0-15	Operate bypass 6" thru 12" with 500 LF discharge (Sound Attenuated Pumps)	6	Each	\$500.00	\$3,000.00	\$1.00	\$6.00	\$100.00	\$600.00	\$250.00	\$1,500.00	\$1,000.00	\$6,000.00	\$600.00	\$3,600.00
#0-16	Operate bypass 14" thru 18" with 500 LF discharge (Sound Attenuated Pumps)	4	Each	\$750.00	\$3,000.00	\$1.00	\$4.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$1,500.00	\$6,000.00	\$800.00	\$3,200.00
#0-17	Operate bypass 20" thru 24" with 500 LF discharge (Sound Attenuated Pumps)	4	Each	\$1,000.00	\$4,000.00	\$1.00	\$4.00	\$1,000.00	\$4,000.00	\$1,000.00	\$4,000.00	\$2,000.00	\$8,000.00	\$1,200.00	\$4,800.00
#0-18	Pump/Lift Station cleaning	180	Each	\$250.00	\$45,000.00	\$500.00	\$90,000.00	\$900.00	\$162,000.00	\$750.00	\$135,000.00	\$1,800.00	\$324,000.00	\$1,500.00	\$270,000.00



Invitation to Bid

Cleaning and Inspection of Manholes, Wastewater
Lines, and Lift Stations

ITB-24-24598

HCFLGov.net/Vendors
(813) 272-5790



**Hillsborough
County Florida**
Procurement Services

IMPORTANT INFORMATION

SOLICITATION TYPE: Invitation to Bid

SOLICITATION NUMBER: ITB-24-24598

SOLICITATION TITLE: Cleaning and Inspection of Manholes, Wastewater Lines, and Lift Stations

BRIEF DESCRIPTION: The Hillsborough County Board of County Commissioners is seeking competitive bids from experienced and qualified Contractors with a proven and documented track record for the cleaning and inspection of manholes, wastewater lines, and lift stations.

PRIMARY CONTACT: **Lisa Dimina, Senior Procurement Analyst**
(813) 663-3214; DiminaL@HCFLGov.net

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

CONE OF SILENCE: A Cone of Silence is in effect for this procurement; therefore, no bidder, 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 this procurement and/or a related protest, except as otherwise provided herein. The Cone of Silence does not prohibit a bidder from communicating with the County's Director of Procurement, Procurement staff, or the attorney assigned to this procurement. Violating the Cone of Silence may disqualify the bidder from consideration for award.

ITB-24-24598

Page 1

HCFLGov.net/Vendors
(813) 272-5790



**Hillsborough
County Florida**
Procurement Services

1. SPECIFICATIONS

1.1. Scope

1.1.1 The Hillsborough County Water Resources Department (WRD) is seeking an experienced Contractor who specializes in the cleaning, and televised inspection of manholes, wastewater lines, and lift stations.

1.2. Applicable Publications and Terminology

1.2.1. The following terminology of the issue in effect on date of this solicitation, forms a part of this specification:

1.2.1.1 Cleaned Segment: Line Segment that has been cleaned and exhibits at least 95% of its designed hydraulic capacity.

1.2.1.2 Cleaning Services: The removal of debris from the bottom of the Lift Station wet wells and Wastewater Lines and restoration of those lines as prescribed.

1.2.1.3 Closed Circuit Television (CCTV): A closed video monitoring and recording system.

1.2.1.4 CCTV Pan and Tilt Camera Technology for pipeline inspection: camera which has horizontal and vertical lens movement.

1.2.1.5 Damaged Segment: A Line Segment whose condition is such that the Contractor cannot complete the required Cleaning Services for that segment, or to which additional damage would reasonably be expected to occur if such cleaning were attempted or continued.

1.2.1.6 Debris: Any foreign material adverse to the operation of Lift Stations or Wastewater Lines, including but not limited to, sludge, grit, dirt, grease, sand, and roots.

1.2.1.7 Fisheye Camera Technology for manhole inspection: A stationary camera mounted on a truck, crane, or a tripod. Equipment will be lowered into the manhole to perform the inspection. The camera shall be capable of providing video with dynamic viewing angles, including panoramic 180 degrees and 360 degrees of any pipe entering or exiting the manholes and does not travel down the pipe.

1.2.1.8 GIS: Geographic Information System

1.2.1.9 Inspection Services: The televised inspection of Wastewater Lines and documentation on video files and electronic reports provided to the Department in accordance with these Specifications.

1.2.1.10 Jet-Vac Truck: A vehicle equipped with a high-pressure, high-velocity, water-cleaning device and a truck-mounted vacuum system for removal of Debris from Wastewater Lines.

1.2.1.11 Lift Stations: Also known as Pump Stations. Enclosed facilities composed of a wet-well, grinder, pumps, and controls designed to move wastewater from lower to higher elevation through pipes and then into a force main. Locations are adjacent to County rights-of-way or within easements granted to the County. The lift station number is posted at each facility.

1.2.1.12 Line Segment: A section of Wastewater Line which is bounded by a manhole on one end and by a manhole or wet well on the other end with no other manholes or wet wells in between.

1.2.1.13 QA/QC: The combination of quality assurance, the process or set of processes used to measure and assure the quality of a product, and quality control, the process of meeting products and services to expected levels.

1.2.1.14 Service Area: Service boundaries of Water Resources Department's water, wastewater and reclaimed lines which are identified as East, South, and West.

1.2.1.15 WAM: WRD's Work and Asset Management System

1.2.1.16 Wastewater Laterals: Sanitary sewer lines, generally six (6) inches in diameter or smaller, that transport wastewater from private or public properties to Wastewater Lines. The property owners are generally responsible for the maintenance of these lines.

1.2.1.17 Wastewater Lines: Those County-owned or operated sanitary sewer lines between six (6) to twenty-four inches in diameter, inclusive, that transport wastewater via gravity from Wastewater Laterals to Lift Station wet-wells. Lines are located along front, rear, or side property lines within or adjacent to paved County rights-of-way or within easements granted to the County.

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

1.2.2.1 MACP: Manhole Assessment & Certification Program:
<https://nassco.org/education-and-training/pacp-lacp-macp/>

1.2.2.2 NASSCO: National Association of Sewer Sanitation Companies:
<https://www.nassco.org/>

1.2.2.3 PACP: Pipeline Assessment and Certification Program:
<https://nassco.org/education-and-training/pacp-lacp-macp/>

1.3. Minimum Qualifications

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

1.4. Minimum Requirements

1.4.1. Contractor Responsibilities

1.4.1.1. Bidder shall have staff certified as MACP by NASSCO, and shall provide verification upon County's request.

1.4.1.2. Bidder shall have staff certified as PACP by NASSCO, and shall provide verification upon County's request.

1.4.1.3. The Contractor shall ensure that each of its representatives who operate a motor vehicle in performance of the Contractor's responsibilities hereunder is properly licensed by the State of Florida for the operation of that vehicle. Proof shall be provided upon County's request.

1.4.1.4. The Contractor shall provide all labor, tools, vehicles, fuel, equipment, parts, supplies, and materials necessary to accomplish the work contemplated in these specifications in an expeditious and workmanlike manner.

1.4.1.5. The Contractor shall ensure that all vehicles utilized to perform the work contemplated in these specifications have the Contractor's name and/or logo displayed plainly and prominently thereon.

1.4.1.6. The Contractor shall provide all traffic-control devices, methods and permits necessary to perform its responsibilities hereunder.

1.4.1.7. The Contractor shall immediately report to the Project Manager (PM), all injuries and property damage resulting from the Contractor's performance hereunder and shall correct all such property damage at no cost to the property owner.

1.4.1.8. The Contractor shall correct all work determined by the Project Manager to be defective within 48 hours of notification at no additional cost to the County.

1.4.1.9. Contractor shall be held liable to damage caused to the County's infrastructure by their actions.

1.4.1.10. Contractor shall be solely responsible for retrieving its own company's equipment.

1.4.2. Jet Vac Truck

- 1.4.2.1. The Project Manager shall verify that the Jet-Vac Truck meets specifications before it will be authorized for use.
- 1.4.2.2. The Jet-Vac Truck shall have a selection of two (2) or more high-velocity nozzles that shall be capable of producing a scouring action from fifteen (15) degrees to forty-five (45) degrees in all Line Segments.
- 1.4.2.3. The pressure at the nozzle shall be regulated by a relief valve and adjustable from 1 to 2,000 pounds per square inch (PSI) minimum.
- 1.4.2.4. The hose shall be oil and grease resistant and its entire length shall be reinforced and covered with an abrasion-resistant coating.
- 1.4.2.5. The hose shall be of a continuous length (minimum 600 feet) sufficient to perform the Cleaning Services.
- 1.4.2.6. The hose shall have a minimum burst-pressure rating of 5,000 PSI.
- 1.4.2.7. The Jet-Vac Truck shall also include a high-velocity water gun for washing and scouring manhole walls and floors that shall be capable of producing flows from a fine spray to a solid stream.
- 1.4.2.8. The Jet-Vac Truck shall include its own water tank (minimum 1,000-gallon storage capacity), a minimum water delivery of thirty (30) gallons per minute at 1,000 PSI, auxiliary engines, pumps, and a hydraulically driven hose reel.
- 1.4.2.9. The Jet-Vac Truck shall be designed for the removal of Debris from manholes.

1.4.3. Cleaning Services

- 1.4.3.1. Work
 - 1.4.3.1.1. The PM will provide the Contractor with vicinity map, GIS data and list of manholes, wastewater lines, and lift stations to be cleaned.
 - 1.4.3.1.2. Work shall be performed on a monthly basis.
 - 1.4.3.1.3. The Contractor shall submit its proposed work schedule to the PM by email for approval within ten (10) days of receipt of the vicinity maps and identified assets that require cleaning.
 - 1.4.3.1.4. The Contractor shall remove all debris from the bottom of the lift station wet wells and each line segment and properly dispose of the debris at their location.

1.4.3.1.5. The Contractor shall restore the lift station wet wells or line segment to a minimum of 95% of its design capacity.

1.4.3.1.6. The Contractor shall not attempt or continue to clean a damaged segment once such conditions have been discovered and will notify the PM by telephone or email on the same day.

1.4.3.1.7. The Contractor shall not use water unnecessarily when water from fire hydrants is used.

1.4.3.1.8. The Contractor shall not obstruct fire hydrants.

1.4.3.1.9. The Contractor shall use a Jet-Vac Truck capable of removing debris from the wastewater lines, wet-wells, and manholes to perform cleaning services.

1.4.3.1.10. Flow through plugs and bypass pumping shall require an approval from the PM **prior** to use.

1.4.3.2. Procedures

1.4.3.2.1. The Contractor shall employ only those cleaning methods and equipment required, or permitted herein, unless alternative methods or equipment have been authorized in writing by the PM.

1.4.3.2.2. When hydraulically propelled cleaning equipment or equipment that restricts the flow in the Wastewater Lines is used, the Contractor shall ensure that the water pressure created does not damage or cause flooding to public or private property.

1.4.3.2.3. When possible, the flow of sewage in the wastewater lines shall be utilized to provide the necessary pressure for hydraulic cleaning devices.

1.4.3.2.4. Lift station cleaning requires washing down the walls, vacuuming, and removing all the debris from the bottom of the wet-well.

1.4.3.2.5. The Contractor shall not cause damage to manholes, wet-wells, or wastewater lines.

1.4.3.2.6. If cleaning of an entire line segment cannot be successfully performed from the downstream manhole, the equipment shall be set up on the upstream manhole, or wet-well, and the cleaning attempted again.

1.4.3.2.7. If successful cleaning cannot be performed, or the equipment fails to traverse the entire line segment during a second attempt, the Contractor shall immediately notify the PM, and cease cleaning services for that line segment until advised otherwise.

1.4.3.2.8. The Contractor shall perform pressure cleaning to remove debris from the lift stations and wastewater lines.

1.4.3.3. Root Removal

1.4.3.3.1. The Contractor shall remove all root material from the interior of each line segment (approximately one (1) percent of total linear footage).

1.4.3.3.2. The Contractor may use mechanical equipment such as rodding machines and winches using root cutters.

1.4.3.3.2.1. Root cutters shall be hydraulically operated with the capability of operating in six inch (6") to 24 inch diameter pipes.

1.4.3.3.2.2. Root cutters shall have replaceable cutting blades.

1.4.3.3.2.3. Root cutters shall be designed so that the vacuum created by the operating blades shall pull the roots into the blades.

1.4.3.3.3. The Contractor may use equipment such as high-pressure cleaning devices.

1.4.3.3.4. The Contractor may use a chemical treatment to remove roots in accordance with the manufacturer's recommendations and specifications to preclude damage to surrounding vegetation, with the prior written concurrence of the PM. All damaged vegetation shall be replaced resulting from the Contractor's use of a chemical treatment, at no additional cost to the County.

1.4.3.4. Debris Removal

1.4.3.4.1. The Contractor shall use a Jet-Vac Truck to remove all debris resulting from the cleaning services.

1.4.3.4.1.1. The Contractor shall have two (2) manholes open while the jet hose is in the manhole to vent the line, and prevent toilets from overflowing.

1.4.3.4.1.2. The Contractor shall keep the jet nozzle pressure below 1,000 PSI while jetting the line.

1.4.3.4.2. The Debris removal shall occur at the downstream manhole of the line segment being cleaned.

1.4.3.4.3. The Contractor shall not allow any debris released or accumulated by its cleaning services to pass beyond the manholes of the wastewater line being cleaned.

1.4.3.4.4. The Contractor shall be liable for all costs incurred by the County to repair wet-wells, or replace pumping equipment damaged as a result of such passed debris.

1.4.3.4.5. The Contractor shall dispose of all debris resulting from the cleaning services at the contractor's cost.

1.4.3.4.6. The Contractor shall not accumulate debris on the job site beyond the workday, except in enclosed containers approved by the PM.

1.4.3.4.7. The Contractor shall pay for all costs to dispose of debris.

1.4.3.4.8. The Contractor shall dispose of all debris resulting from the cleaning services at one (1) or more sites permitted, or approved by the State of Florida, for the disposal of such debris.

1.4.3.4.9. The Contractor shall decant wash water from the Jet-Vac Truck by directing the flow of wash water into a sanitary sewer manhole approved by the PM.

1.4.3.4.10. The Contractor shall not dump solids with the decanted wash water.

1.4.3.4.11. The Contractor shall not dispose of, or discharge wash water into any streets, ditches, canals, rivers, or lakes.

1.4.3.5. Spills

1.4.3.5.1. All wastewater, wash water, or other spills caused by the Contractor's operations shall be contained, removed, and cleaned up immediately by the Contractor at no additional cost to the County.

1.4.3.5.2. The Contractor shall report all spills by phone immediately to the PM.

1.4.3.5.3. The Contractor shall provide a follow-up written report within two (2) hours of the spill, using Attachment A, Sanitary Sewer Overflow (SSO) Report - Contractor.

1.4.3.5.4. The Contractor shall clean spills either by wash down and recovery, or disinfectant, at the direction of the PM.

1.4.3.6. Notification to Property Owners

1.4.3.6.1. The Contractor shall provide advance notice to property owners at least forty-eight (48) hours prior to commencement of any work requiring access to the owner's property in the form of a door hanger with the following information:

- 1.4.3.6.1.1. Contractor's name
- 1.4.3.6.1.2. Contractor's telephone number
- 1.4.3.6.1.3. Description of work being performed
- 1.4.3.6.1.4. Date and time of work
- 1.4.3.6.1.5. Advice on restraint of any pets

1.4.3.6.2. The Contractor shall obtain the PM's approval of the information for the door-hanger prior to commencement of any work.

1.4.3.6.3. The Contractor shall attempt to notify each property owner verbally on the day of the work.

1.4.3.7. Acceptance

1.4.3.7.1. Acceptance of Cleaning Services by the PM shall only be made upon the successful completion of the Inspection Services.

1.4.3.7.2. If, in the PM's opinion, the inspection services show the cleaning services to be unsatisfactory, the Contractor shall re-clean, and re-inspect the wastewater lines at no extra charge to the County until the Cleaning Services are acceptable to the PM.

1.4.3.8. Water Supply

1.4.3.8.1. The Contractor shall be responsible for obtaining, and paying for a fire hydrant water meter, and water from the Water Resources Department, for use in performing cleaning services in those areas where the County provides both water, and wastewater services.

1.4.3.8.2. The Contractor shall provide a fire hydrant attachment for the water meter, and a reduced-pressure (RP) backflow prevention device. All trucks must be outfitted with an air gap backflow device.

1.4.3.8.3. The Contractor shall obtain a water supply at its own expense from an alternate source where the County only provides wastewater service.

1.4.3.9. Equipment Storage

1.4.3.9.1. The Contractor may store, or stage equipment, supplies, and vehicles at Department facilities with the prior written permission of the PM.

1.4.3.9.2. The Contractor shall secure all items stored at Department facilities.

1.4.3.9.3. The County shall not be responsible for the theft, or vandalism of any of the Contractor's equipment stored at County facilities.

1.4.4. Digital and Video Surveys Inspection

1.4.4.1. Photographs and Video Surveys

1.4.4.1.1. The Contractor shall complete digital still photographs, and video surveys of sanitary sewer mains, ranging in diameter from six (6) inches to 24 inches.

1.4.4.2. Camera Surveys of Manholes

1.4.4.2.1. The Contractor shall inspect each manhole by using a camera with a fisheye lens and lighting system.

1.4.4.2.2. The fisheye lens camera shall be lowered into each manhole at no more than five feet (5') per minute to accurately record the physical condition of each manhole, including the manhole invert.

1.4.4.3. Digital Still Photographs of Manholes

1.4.4.3.1. The Contractor shall collect digital-still photographs along with digital-video files that provide a 360-degree perspective on the characteristics of each manhole.

1.4.4.3.2. The camera shall be lowered into each manhole on a telescoping boom.

1.4.4.3.3. The image filename shall correspond to the unique manhole ID found in the GIS data.

1.4.4.3.4. The camera shall have:

1.4.4.3.4.1. Five (5)-megapixel sensor resolution

1.4.4.3.4.2. JPEG, TIFF image formats

1.4.4.3.4.3. Videos are to be submitted in .mp4 format only

1.4.4.3.5. Digital photos, camera survey files, and inspection data shall be submitted on Universal Serial Bus (USB) flash drive memory, or external hard drive storage device.

1.4.4.4. Camera Survey of Pipelines

1.4.4.4.1. Contractor shall perform initial surveys of the pipelines with a waterproof, remote-controlled pan and tilt lens camera. Zoom not required, or requested.

1.4.4.4.2. Contractor shall provide a cost per standard length of pipe, for pipe diameter ranging from six inches (6") to 24 inches.

1.4.4.4.3. The pan and tilt feature from the proposed camera shall be able to view down the pipeline to view any pipe wall imperfections, root infiltrations, grit buildup, and any other detrimental conditions in the pipe.

1.4.4.4.4. A lighting source sufficient for the pan and tilt camera to visualize the pipe condition shall be utilized.

1.4.4.4.5. The condition of each pipeline shall be recorded in each direction from the manhole.

1.4.5. Condition Assessments of Manholes and Pipelines

1.4.5.1. Review and Analysis

1.4.5.1.1. After completing the field-data surveys, the Contractor shall review, and analyze the data collected including the video images of the manholes, and pipelines. The Contractor shall use this analysis to complete the assessment of the condition of the manholes, and pipelines including structural deficiencies, inflow and/or infiltration issues, and debris accumulation, or other maintenance issues that may limit the flow capability of the pipe.

1.4.5.2. Methodology of Manhole Condition Assessments

1.4.5.2.1. The Contractor shall only use the NASSCO MACP inspection methodology to provide detailed, and overall condition assessment of each manhole.

1.4.5.2.2. The Contractor shall have software that can provide reports based on MACP, and the PM shall approve before use.

1.4.5.2.3. The Contractor shall use field maps and GIS data provided by the WRD to assist in locating each manhole, and shall use the unique manhole ID assigned by the County in all inspection documentation.

1.4.5.2.4. The Contractor shall use the MACP coding system for all inspection, and cleaning of manholes.

1.4.5.2.5. The MACP certified person shall assign an overall-condition rating to each manhole based on detailed inspection results, and the interpretation of those results.

1.4.5.2.6. The Contractor shall incorporate the internal-condition rating, external-grading factors, and the structural-condition rating into WAM-database attributes.

1.4.5.3. Methodology of Pipeline Condition Assessments

1.4.5.3.1. The Contractor shall only use the NASSCO PACP to describe the overall condition of the pipelines between each manhole.

1.4.5.3.2. The Contractor shall use the PACP coding system for all inspection, and cleaning of manholes.

1.4.5.3.3. The Contractor shall only use a PACP-certified individual to evaluate each pipeline.

1.4.5.3.4. The PACP-certified individual shall assign an overall-condition rating to each pipeline based on detailed inspection results, and the interpretation of those results.

1.4.5.3.5. The Contractor shall incorporate the internal-condition rating, external-grading factors, structural-condition rating, and cleaning/CCTV priority specified into the WAM-database attributes.

1.4.6. CCTV of Pipelines

1.4.6.1. CCTV Camera

1.4.6.1.1. The Contractor shall utilize a CCTV pipe-inspection camera for all gravity pipelines approved by the County for CCTV services.

1.4.6.2. CCTV Pan and Tilt camera shall:

1.4.6.2.1. Pan a minimum of +/- 275 degrees

1.4.6.2.2. Rotate 360 degrees

1.4.6.2.3. Have a slope indicator that is properly calibrated

1.4.6.2.4. Have a footage counter which displays on the monitor the exact distance of the camera from the centerline of the starting manhole

1.4.6.3. CCTV Camera View

1.4.6.3.1. The camera shall provide a view of the entire periphery of the pipe interior with less than one percent (1%) distortion, and should focus from one-half inch (1/2") to infinity. Blurry, or obstructed imagery will be rejected by the PM.

1.4.6.4. Public Notice

1.4.6.4.1. The Contractor shall provide at least 48 hours' notice to affected residents prior to working in an area via a County approved door hanger that will be provided by the Contractor.

1.4.6.4.2. The Contractor shall provide details about the type of work that will be performed, and the Contractor's phone number to call, if residents have any questions, concerns, or problems.

1.4.6.5. Bypass Pumping

1.4.6.5.1. The Contractor shall be responsible for any bypass pumping.

1.4.6.6. QA / QC

1.4.6.6.1. As part of the QA/QC process described herein, the County reserves the right to view, and approve each pipeline-video image before payment is authorized.

1.4.7. Field Data

1.4.7.1. GIS File Format

1.4.7.1.1. The Contractor shall convert the manhole, and pipeline information into the final GIS file format approved by the County (will be provided at the post-award meeting).

1.4.7.2. Information Conversion for feature attributes

1.4.7.2.1. The Contractor shall convert the manhole, and pipeline information into feature attributes needed for the WAM database described in Deliverables (will be provided at the post-award meeting).

1.4.7.3. Geodatabase Format

1.4.7.3.1. The County will supply the Contractor with the original geodatabase format at the post-award meeting, and the Contractor shall prepare a geodatabase format for approval by the County.

1.4.7.4. Supplemental Database

1.4.7.4.1. The Contractor shall prepare a database format for the WAM supplemental database product for approval by the County.

1.4.8. Documentation Services

1.4.8.1. Documentation

1.4.8.1.1. The Contractor shall furnish the PM with the documentation prescribed in this section within the time frames specified to evidence the Cleaning and Inspection Services for each cleaned segment.

1.4.8.1.2. The Contractor shall document all Cleaning and Inspection Services using the NASSCO Pipe Coding System (NASSCO's contact information is 2470 Longstone Lane, Suite M, Marriottsville, MD 21104, Phone: 410-422-7473 (PIPE), Fax: 410-442-7788, website: www.nassco.org).

1.4.8.2. Log Report for Cleaning Services for Pipelines

1.4.8.2.1. The Contractor shall submit to the PM monthly, by the end of the third week, a log of all Line Segments, in excel format, to include the Lift Stations cleaned during the previous week. The log shall contain, at a minimum, the following information:

1.4.8.2.1.1. Names of the Contractor's representative, and Department representative on site during cleaning services.

1.4.8.2.1.2. Dates and areas cleaned – Cleaned Segments shall be documented by street name, and Line Segments numbers. Lift Stations cleaned shall be identified by the Lift Station number, and street name.

1.4.8.2.1.3. Linear footage cleaned.

1.4.8.2.1.4. Unusual Debris found while cleaning.

1.4.8.2.1.5. The disposal date(s) and disposal location(s) of the Debris removed from the Cleaned Segments.

1.4.8.2.1.6. The amount of Debris disposed of (measured in cubic yards).

1.4.8.3. Log Report for Manhole Inspection Services

1.4.8.3.1. The Contractor shall submit to the PM monthly, by the end of the third week, in excel format, a log of all Line Segments inspected during the previous week. The log shall contain, at a minimum, the following information:

1.4.8.3.1.1. Names of the Contractor's representative, and the Department representative on site during inspection services.

1.4.8.3.1.2. Dates and areas inspected, Cleaned Segments inspected shall be documented by street name, and Line Segment number.

1.4.8.3.1.3. Corresponding shall provide information on an USB flash drive memory storage device with the number, and location.

1.4.8.3.1.4. Length, and diameter of each Cleaned Segments, direction(s) of inspection, type of pipe, and distance to, and between the points of connection, with each Wastewater Lateral in the Cleaned Segment.

1.4.8.3.1.5. Depths of manholes.

1.4.8.3.1.6. All abnormal conditions observed.

1.4.8.4. USB Flash Drive or External Hard Drive Memory Storage Device

1.4.8.4.1. The Contractor shall submit an USB flash drive memory, or external hard drive storage device to the PM on a monthly basis, for all Cleaned and Inspected Segments. Each USB flash drive memory storage device label shall contain, at a minimum, the following information:

1.4.8.4.1.1. Areas recorded to include the street name, Line Segment number, and an Inspection Services Log Report number corresponding to the USB flash drive, or external hard drive memory storage device.

1.4.8.4.1.2. Actual recording date.

1.4.8.4.1.3. Contractor's name and its representative on site.

1.4.8.4.1.4. The Department's representative on site.

1.4.8.5. Log Report Forms

1.4.8.5.1. Unless advised otherwise by the PM, the Contractor shall submit the log report prescribed in this section in essentially the same format as included in Exhibit A and Exhibit B, attached hereto, and incorporated herein. Contractor is free to use their own form for Exhibit A and Exhibit B, once approved by the PM. Attachment B explains the attributes that need to be explained by the Contractor. Said forms may be amended at the discretion of the

PM. The PM shall furnish each amended form to the Contractor in advance of the first reporting period requiring its use.

1.4.8.6. Reports

1.4.8.6.1. The PM may at any time require the Contractor to report in writing, in a format approved by the PM, on the status, and overall progress of the Work, with a projection as to whether deliverables will be on time, and within budget.

1.4.8.6.2. If behind in the schedule, the PM may also require the Contractor to provide an overall percentage-of-completion estimate, a proposed recovery plan, list of problems, and anticipated problems, corrective action planned, or needed, outlined of proposed activities during the coming reporting period, and any other reasonable information covering the Contractor's performance.

1.4.9. Copies

1.4.9.1. Contractor shall provide the County with copies of all videos, still photos, log sheets, and final total of all project findings, via USB flash drive memory storage device, which shall be owned, and maintained by the County. The Contractor shall provide these units to the appropriate PM concurrent with submission of its request for final payment for services.

1.4.10. Compliance Monitoring

1.4.10.1. The PM will monitor the Contractor's work product for compliance with project standards, and criteria, and may make comments, and recommendations to the Contractor regarding the Work. However, any such monitoring, or comments, and recommendations by the PM, or absence thereof, shall not relieve the Contractor of any of its obligations under the Contract. The Contractor retains sole responsibility for the adequacy, and accuracy of its services in accordance with generally accepted practices. The Contractor's work shall be in compliance with the Contract

1.4.11. No Restrictions or Limitations

1.4.11.1. All documents, including but not limited to plans, specifications, maps, evaluations, reports, and technical data, prepared, or obtained by, or for the Contractor under the Contract, are the property of the County without restriction, or limitation on their use, and shall be made available, upon request, to the County at any time. The Contractor may retain copies of the documents at its sole cost solely for its files and its internal use.

1.5. Preparation for Delivery

Delivery of the goods and/or performance of the Services and/or Work must be no later than ten **(10)** Calendar Days after Contractor's receipt of a Purchase Order from the County. The Contractor shall be solely responsible for all freight charges. Offers that propose delivery timelines that do not fall within the aforementioned delivery time frame will be subject to rejection.

2. SPECIAL TERMS AND CONDITIONS

2.1 Basis for Award (County's Best Interest)

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

2.2 Insurance, Contractor

2.2.1 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.

2.2.2 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.

2.2.3 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.

2.2.4 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.

2.2.5 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.

2.2.6 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.

2.2.7 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.

2.2.8 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.

2.2.9 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.

2.2.10 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.

2.2.11 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.

2.2.12 The amount of such insurance shall not be less than:

2.2.12.1 Workers' Compensation - Florida Statutory Requirements

2.2.12.2 Employer's Liability:

\$100,000.00 Limit Each Accident

\$100,000.00 Limit Disease Each Employee

\$500,000.00 Limit Disease Aggregate

2.2.12.3 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:

\$1,000,000.00 Bodily Injury and Property Damages - Each Occurrence

\$50,000.00 Damages to Rented Premises - Each Occurrence

\$5,000.00 Medical Expenses - Any One Person

\$1,000,000.00 Personal and Advertising Injury - Each Occurrence

\$1,000,000.00 Products/Completed Operations - Each Occurrence

\$2,000,000.00 General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate

2.2.12.4 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 ("any auto") with limits of not less than:

2.2.12.4.1 Bodily Injury & Property Damage Liability: **\$1,000,000.00** Combined Single Limit Each Accident.

2.2.12.5 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:

2.2.12.5.1 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.

2.2.12.5.2 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.

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

2.2.12.6 Professional Liability/Errors and Omissions Insurance **is not** required. Minimum **\$N/A**

2.2.12.7 Pollution/Environmental Liability Insurance **is** required. Minimum **\$1,000,000.00**

2.2.12.8 Cyber Liability **is not** required. Contractor shall provide cyber liability insurance for the duration of the contract and for the period in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores, or has access to client data, whichever is longer, with a combined single limit of no less than **\$N/A** per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Hillsborough County or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), payment card data and Protected Health Information (“PHI”) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Hillsborough County data.

2.2.12.9 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.

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

2.3 Jessica Lunsford Act

2.3.1 Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, must meet level 2 screening requirements as described in Florida Statutes Section 1012.32 and Section 1012.465. The Act focuses primarily on increasing the measures used to monitor sexual offenders or predators. However, part of the Act is specifically related to individuals with access to school district campuses. Hillsborough County Children Services, Head Start facilities and Park sites that serve the School Board have adopted this as policy.

2.3.2 Contractual personnel shall include any vendor, individual, Contractor, Sub-Contractor, or entity under contract with the school board or in this case Hillsborough County who work or may work in a child occupied area or space. The Contractor shall pay all costs associated with meeting the level 2 requirements. Be advised that this process may take up to thirty (30) Days.

2.4 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.

2.5 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:

2.5.1 New Fee = [.75 X (CPI2 – CPI1) ÷ CPI1 + 1] X Current Fee

2.5.2 "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/>).

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

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

2.5.5 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.

2.6 Purchase Order/Contract

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

2.7 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 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.

2.9 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

2.10 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.

2.11 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.

3.0 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.

3.1 Agreement

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"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.

3.2 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.

3.3 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.

3.4 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.

3.5 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.

3.6 Board of County Commissioners

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

3.7 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.

3.8 Business Day(s)

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

3.9 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.

3.10 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.

3.11 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.

3.12 Contract Price

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

3.13 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.

3.14 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.

3.15 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.

3.16 County

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

3.17 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.

3.18 Day(s)

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

3.19 Designee

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

3.20 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.

3.21 Electronic Bidding System

"Electronic Bidding System" shall mean the County's Electronic Bidding System.

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(s)" shall mean the written order to the Contractor authorizing an addition, deletion, or revision in the goods, Services and/or Work to be provided under the Contract Documents or an adjustment in the Contract Price issued after the award of and/or

execution of the Contract/Agreement. Such written order must be approved and/or executed by the applicable authorized representatives of the County in accordance with County policy. Modification Agreements that are required to be approved by the Board of County Commissioners pursuant to County policy must be executed by the Contractor and the Chair of the Board of County Commissioners.

3.25 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.

4.0 Instructions

4.1 Bid Submissions

4.1.1 The County shall only accept Offers through its Electronic Bidding System.

4.1.2 Offers delivered by non-electronic means, facsimile, electronic mail (e-mail) or electronic means other than through the County's Electronic Bidding System will not be considered.

4.2 Affirmative Action Business Enterprise Policy

4.2.1 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.

4.2.2 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.

4.2.3 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

4.3.1 A Contract, if awarded, will be awarded to the lowest responsive and responsible Bidder in accordance with this Solicitation Document and applicable law.

4.3.2 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.

4.3.3 The County also reserves the right to reject the Bid/Quote of any Bidder:

4.3.3.1 determined to be non-responsible due to failure to perform properly or timely on a comparable contract; and

4.3.3.2 who is not in a position to perform the contract.

4.3.4 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

4.4.1 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.

4.4.2 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.

4.4.3 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 County's Electronic Bidding System.

4.7 Bidder/Proposer Request for Interpretation of Solicitation Document

No interpretation of the meaning of the Specifications or Scope of Work contained in this Solicitation or related Contract Documents will be made to any Bidder/Proposer orally. Every request for such interpretation must be submitted in writing through the electronic bidding system (Bonfire). To be given consideration, such requests must be received no later than 14 calendar days after the date of Solicitation issuance in Bonfire, site visit, or pre-bid conference, whichever is later. All interpretations and supplemental instructions provided by the County will be in the form of a written amendment which, if issued, will be communicated to all Bidders/Proposers who have acknowledged participation within Bonfire. All issued amendments shall become part of the Contract Documents. The "Primary Contact" information on Page 1 of

this Solicitation is provided in the event assistance is needed. No Bids or Proposals shall be submitted or accepted through electronic mail (e-mail), facsimile, or by hard copy (paper). Bids and Proposals will only be accepted and considered if submitted through Bonfire.

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:

4.8.1 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

4.8.2 be a basis for any claims for additional compensation and/or for any extensions of time.

4.9 Procurement Policy and Procedures and Hillsborough County Ordinance – Protest Process and Procedures

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

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

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

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

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

4.11 Brand Names, Etc.

4.11.1 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.

4.11.2 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 (except sole source procurement) 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. Except as otherwise provided in this section, the Cone of Silence shall go into effect on the date a procurement solicitation is issued by the County and shall end the earlier of five (5) Business Days after the County posts its notice of intent to award the contract(s) associated with this solicitation or on the date the procurement solicitation is canceled by the County. However, if a protest is timely filed, then the Cone of Silence shall remain in effect for the duration of the protest process including the exhaustion of any related appeals related to the protest. 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's Procurement Services Department, County Procurement staff, 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 Procurement staff person listed as the contact in the applicable procurement solicitation). **It is the responsibility of any Offeror/interested party to ensure that the Cone of Silence is no longer in effect prior to communicating with any person under the Cone of Silence** (including determining whether protests have been filed for the subject solicitation and the status of such protests – which extends the Cone of Silence time period as stated above). A violation of the Cone of Silence will result in the disqualification of the Offeror from consideration in the award of the procurement solicitation unless it is determined that the violation is unintentional and/or not material.

4.16 Deviations

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

4.17 Drug Free Workplace Program

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

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

4.18 Electronic Payment Solution

4.18.1 Automated Clearing House (ACH). Payments from the County will be made through an ACH payment solution where Offerors are paid with direct deposit. If the Offeror requests to opt out of being paid by direct deposit, then the Offeror should indicate its opt out in its Offer.

Note: If Bidder is already enrolled in the County's ACH solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.

4.18.2 To enroll in ACH, Bidders must complete the Direct Deposit Authorization Form (included in this solicitation) or at:

https://www.hillsboroughcounty.org/library/hillsborough/media-center/documents/procurement-services/selling-to-hillsborough/direct_deposit_authorization_form.pdf

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 Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting

Bidders are advised that pursuant to Florida Statutes, Section 287.05701, the County cannot (a) request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible vendor, and (b) give preference to a Bidder based on the Bidder's social, political, or ideological interests.

4.30 Prohibition Against Contracting with Entities of Foreign Countries of Concern if Entity Would Give Access to an Individual's Personal Identifying Information

Bidders are advised that pursuant to Florida Statutes, Section 287.138, beginning January 1, 2024, the County cannot accept a bid on, proposal for, or reply to, or enter into a contract with an entity that would give access to an individual's personal identifying information if (a) the entity is owned by the government of a Foreign Country of Concern, (b) the government of a Foreign Country of Concern has a controlling interest in the entity, or (c) the entity is organized under the laws of or has its principal place of business in a Foreign Country of Concern. For purposes of this section, a "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country.

4.31 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.

4.32 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.

4.33 Submittal Deadline

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

4.34 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.

4.35 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.

4.36 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

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

5.2.2 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.

5.2.3 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

5.3.1 E-Verify

5.3.1.1 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.

5.3.1.2 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.

5.3.1.3 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.

5.3.1.4 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.

5.3.2 Legally Authorized Workforce

5.3.2.1 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:

5.3.2.1.1 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;

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

5.3.2.1.3 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).

5.3.2.2 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.

5.3.2.3 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).

5.3.3 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:

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

5.3.3.2 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.

5.3.3.3 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.

5.3.3.4 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.

5.3.3.5 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.

5.3.3.6 Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.

5.3.3.7 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.

5.3.3.8 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.

5.3.3.9 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.

5.3.3.10 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.

5.3.3.11 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:

- 5.8.1 Obtain the goods, Services and/or Work from another contractor; and/or
- 5.8.2 Terminate the Contract; and/or
- 5.8.3 Suspend/debar the Contractor from bidding on County solicitation documents for a period of up to twenty-four (24) months; and/or
- 5.8.4 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 (05-8)

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:

5.12.1 Hillsborough County

5.12.1.1 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.

5.12.1.2 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.

5.12.2 State of Florida

5.12.2.1 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.

5.12.2.2 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.

5.12.2.3 Florida Statutes section 112.043, prohibits age discrimination in employment.

5.12.2.4 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.

5.12.2.5 Florida Statutes section 448.07, prohibits wage rate discrimination on the basis of sex.

5.12.2.6 Florida Civil Rights Act of 1992, Florida Statutes sections 760.01 - 760.11, as amended.

5.12.2.7 Florida Statutes section 509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability, or national origin.

5.12.2.8 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.

5.12.2.9 Florida Fair Housing Act, Florida Statutes sections 760.20 - 760.37.

5.12.2.10 Florida Statutes section 760.40, provides for the confidentiality of genetic testing and requires informed consent prior to such testing.

5.12.2.11 Florida Statutes section 760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.

5.12.2.12 Florida Statutes section 760.51, provides for remedies and civil penalties for violations of civil rights.

5.12.2.13 Florida Statutes section 760.60, prohibits discriminatory practices of certain clubs.

5.12.2.14 Florida Statutes section 760.80, provides for minority representation on boards, commissions, council, and committees.

5.12.3 Federal

5.12.3.1 Section I of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, section 1.

5.12.3.2 Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.

5.12.3.3 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.

5.12.3.4 Civil Rights Acts of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. section 1981.

5.12.3.5 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.

5.12.3.6 Civil Rights Restoration Act of 1987, P.L. 100-259, 102 Stat. 28.

5.12.3.7 Civil Rights Act of 1991, P.L. 102-166, 105 Stat. 1071.

5.12.3.8 Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73,42 U.S.C. 3601 et seq.

5.12.3.9 Equal Opportunity Regulations, 41 CFR section 60-1.4, as amended.

5.12.3.10 Standards for a Merit System of Personnel Administration, 5 CFR section 900.601 et seq.

5.12.3.11 Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, 41 CFR Chapter 60.

5.12.3.12 Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended.

5.12.3.13 Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.

5.12.3.14 Age Discrimination in Employment Act of 1967, 29 U.S.C. section 621 et seq., P.L. 90-202, as amended.

5.12.3.15 Age Discrimination Act of 1975, 42 U.S.C. section 6101 et seq., P.L. 94-135, 89 Stat. 728, as amended.

5.12.3.16 Older Americans Amendments of 1975, 42 U.S.C. section 3001 et seq., P.L. 94-135, 89 Stat 713.

5.12.3.17 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.

5.12.3.18 Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. section 4212, as amended.

5.12.3.19 Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

5.12.3.20 State and Local Fiscal Assistance Act of 1972, as amended.

5.12.3.21 Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.

5.12.3.22 Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. sections 5.100-5.605.

5.12.3.23 Executive Order 13673, Fair Pay and Safe Workplaces.

5.12.4 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:

5.12.4.1 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.

5.12.4.2 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.

5.12.4.3 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.

5.12.4.4 The Contractor will send to each labor union or representative of workers with which it has 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.

5.12.4.5 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.

5.12.4.6 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.

5.12.4.7 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.

5.12.4.8 The Contractor will include the provisions of the subparagraphs contained in this section titled "5.12.4 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" 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

5.13.1 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.

5.13.2 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.

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

5.13.3.1 written notice of any action or threatened action;

5.13.3.2 the opportunity to take over and settle or defend any such action at Contractor's sole expense; and

5.13.3.3 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:

5.17.1 813-272-5790,

5.17.2 StromerS@HCFLGov.net,

5.17.3 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:

5.17.4 Keep and maintain public records required by the County to perform the services.

5.17.5 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.

5.17.6 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.

5.17.7 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

5.18.1 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.

5.18.2 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.

5.18.3 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.

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

5.18.5 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

5.23.1 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.

5.23.2 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.

5.23.3 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.

5.23.4 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:

5.23.4.1 The Work is defective;

5.23.4.2 Claims have been filed or there is reasonable evidence indicating the probable filing thereof; or

5.23.4.3 The Contract Price has been reduced because of Change Order, Unilateral Change Order or Modification Agreement.

5.23.5 As established by Florida Statute 218.74(2) payment for the purchase or lease of goods and services shall be made within forty-five (45) Days after the date a proper invoice is presented for payment to the County's Finance Department, Clerk of the Circuit Court, as Accountant to the Board of County Commissioners and as Chief Disbursement Officer.

5.24 Payment to Contractor by Electronic Payment Solution

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

5.25 Payment to Subcontractors

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

5.26 Performance Standards and Product Quality

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

5.27 Prohibition Against Contracting with Scrutinized Companies and Termination of Contracts with Scrutinized Companies

5.27.1 Contractor is advised that Florida Statutes, Section 287.135, prohibits agencies and governmental entities from contracting (in any amount) with a company for goods and/or services that is (a) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), or (b) engaged in a boycott of Israel. The County reserves the right to terminate the Contract if the County discovers that the Contractor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.27.2 Contractor is advised that Florida Statutes, Section 287.135, prohibits agencies and governmental entities from contracting with a company for goods and/or services in the amount of One Million Dollars (\$1,000,000) or more if such company is (a) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (b) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473), or (c) engaged in business operations in Cuba or Syria. The County reserves the right to terminate the Contract if the County discovers that the Contractor has (i) submitted a false certification regarding the Contractor's business operations in the countries and/or industries listed in (a) through (c) of this paragraph, (ii) been placed on the Scrutinized Companies with Activities in Sudan List, (iii) been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or (iv) engaged in business operations in Cuba or Syria.

5.28 Project Manager's Status

5.28.1 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.

5.28.2 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.

5.29 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.

5.30 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.

5.31 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.

5.32 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.

5.33 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.

FOR REVIEW



EnviroWaste Services Group, Inc.

AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of EnviroWaste Services Group, Inc. to give equal opportunity of employment to all qualified persons without regard to:

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

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

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

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

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

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


Chief Executive Officer

Jim Long
Printed Name

12/13/23
Date

EnviroWaste Services Group, Inc.


EQUAL EMPLOYMENT OPPORTUNITY POLICY

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

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

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

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


Chief Executive Officer

Jim Long
Printed Name

12/13/23
Date

**AFFIRMATIVE ACTION PLAN
SELF-ANALYSIS**

After studying the Workforce Analysis and reviewing the current distribution by category of EnviroWaste Services Gr personnel, the following percentages were calculated, based on a total full-time workforce of 133 persons:

Note:

The abbreviations used are as follows:

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

	MALES					FEMALES					TOTALS
	WHT	BLK	HISP	API	AI	WHT	BLK	HISP	API	AI	
Officials & Managers	3					1		1			5
Professionals	1		1			1		2			5
Technicians	8	13	18	1							40
Sales Workers	2	1									3
Office & Clerical			3	1		6	1	6	1		18
Craftsman (Skilled)											0
Operatives (Semi-Skilled)		8									8
Laborers (Unskilled)	6	8	36				2	2			54
Services Workers											0
All Job Categories*	20	30	58	2	0	8	3	11	1	0	133

**AFFIRMATIVE ACTION PLAN
SELF-ANALYSIS**

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

Note:

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

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

	MINORITY	FEMALE
Officials & Managers	NO	NO
Professionals	NO	NO
Technicians	NO	NO
Sales Workers	NO	NO
Office & Clerical	NO	NO
Craftsman (Skilled)	NO	NO
Operatives (Semi-Skilled)	NO	NO
Laborers (Unskilled)	NO	NO
Services Workers	NO	NO

**AFFIRMATIVE ACTION PLAN
GOALS**

EnviroWaste Services Group, Inc.

_____ has established the following hiring and employment goals and time tables to improve minority and female representation in underutilized categories as vacancies occur.

(The utilization analysis is based on the Office of Federal Contract Compliance standard employment goals of 17.9% for minorities and 6.9% for women or for those companies completing an availability analysis the target hiring goals can be expressed as percent of availability):

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

**AFFIRMATIVE ACTION PLAN
CORRECTIVE ACTIONS**

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

**AFFIRMATIVE ACTION PLAN
COMPLAINT PROCEDURE**

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

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



Chief Executive Officer

Jim Long

Printed Name

12/13/23

Date

EnviroWaste Services Group, Inc.

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

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

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


Chief Executive Officer

Jim Long
Printed Name

12/13/23
Date

EnviroWaste Services Group, Inc.

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

Jim Long


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

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

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

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

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


Chief Executive Officer

Jim Long

Printed Name

12/13/23

Date



Invitation to Bid No. 24-24598

Responsibility Survey

In order to determine the lowest responsive and responsible Offeror for this project, Hillsborough County may mandate that the apparent lowest Offeror provide the following survey. **THE FAILURE OF AN OFFEROR TO PROVIDE ALL INFORMATION REQUESTED BY THE SPECIFIED DATE MAY RESULT IN A FINDING BY THE COUNTY THAT THE OFFEROR IS NOT RESPONSIBLE. HILLSBOROUGH COUNTY MAY RELY ON THIS INFORMATION IN ITS DECISION REGARDING THE AWARD OF THE CONTRACT FOR THIS PROJECT; THEREFORE, ANY MATERIALLY FALSE, MISLEADING, AND/OR INCOMPLETE INFORMATION THAT IS SUBMITTED BY THE OFFEROR IN RESPONSE TO THIS SURVEY MAY RESULT IN THE COUNTY'S RESCISSION OF ITS AWARD RECOMMENDATION IF SUCH INFORMATION IS DISCOVERED BEFORE THE CONTRACT IS AWARDED BY THE COUNTY'S BOARD OF COUNTY COMMISSIONERS OR THE COUNTY ADMINISTRATOR, IF APPLICABLE. IF IT IS DISCOVERED THAT THE OFFEROR HAS SUBMITTED MATERIALLY FALSE, MISLEADING AND/OR INCOMPLETE INFORMATION IN RESPONSE TO THIS SURVEY AFTER THE CONTRACT HAS BEEN AWARDED BY THE COUNTY'S BOARD OF COUNTY COMMISSIONERS OR THE COUNTY ADMINISTRATOR, THEN THE CONTRACT AWARD MAY BE RESCINDED BY THE COUNTY OR THE CONTRACT MAY BE TERMINATED.** Any questions concerning the requested information may be directed to the Hillsborough County Procurement Services Department buyer identified on the Solicitation.

*If additional space is needed, please provide as an attachment.

Company Name: EnviroWaste Services Group, Inc.

Principal Officer: David L. Orr, SVP and Corporate Secretary

Company Address: 18001 Old Cutler Road, Suite 643 Palmetto Bay, FL 33157

Years in Business under Present Name: 25

Primary type of work your firm engages in: Underground Utility, Pipe Cleaning, Pipe CCTV, Pipe Rehabilitation

Years of experience in your primary type of work: 25

Provide up to five (5) projects within the past five (5) years that are equal to or greater than the scope specified within the solicitation.

Prime Contractor or Subcontractor

Project Name and Location: Sarasota County

Project Description: Cleaning, Televising and Assessment of Sanitary Infrastructure

Client Name person: Ron Shaffalo

Client Phone and Email: 941-254-3222 rshaffalo@scgov.net

Original Contract Amount: \$ 3,000,000/3 year Final Contract Amount \$ on-going

Name and License number under which work was performed: Eduardo Jose Barba CGC 1520877

NTP Issue Date: 2020 Original Completion Date: 2023 Actual Completion Date: on-going

Explain all outstanding claims or pending litigation: None

Prime Contractor or Subcontractor

Project Name and Location: Hillsborough County

Project Description: Stormwater Pipe and Inlet Cleaning Services

Client Name person: Jeremy Mello

Client Phone and Email: 813-744-5671 Melloj@Hillsboroughcounty.org

Original Contract Amount: \$ 558,490 Final Contract Amount \$ _____

Name and License number under which work was performed: Eduardo Jose Barba CGC 1520877

NTP Issue Date: 2020 Original Completion Date: on-going Actual Completion Date: on-going

Explain all outstanding claims or pending litigation: None

Prime Contractor or Subcontractor

Project Name and Location: FDOT Dist. 7 - Tampa

Project Description: Desilting and Video Inspection of Storm Sewer System

Client Name person: Evangeline Black

Client Phone and Email: 813-975-6423 Evangeline.Black@dot.state.fl.us

Original Contract Amount: \$ 1,800,000 Final Contract Amount \$ still active

Name and License number under which work was performed: Eduardo Jose Barba CGC 1520877

NTP Issue Date: 2020 Original Completion Date: Active Actual Completion Date: Active

Explain all outstanding claims or pending litigation: None

Prime Contractor or Subcontractor

Project Name and Location: FDOT Dist. 3 - Holmes, Walton and a portion of Washington Counties

Project Description: Cleaning of Drainage Structures and Drainage Ditches

Client Name person: Michael Green

Client Phone and Email: 850-333-6288 Michael.Green1@dot.state.fl.us

Original Contract Amount: \$ 250,000 Final Contract Amount \$ 250,000

Name and License number under which work was performed: Eduardo Jose Barba CGC 1520877

NTP Issue Date: 2021 Original Completion Date: 2022 Actual Completion Date: 2022

Explain all outstanding claims or pending litigation: None

Prime Contractor or Subcontractor

Project Name and Location: Polk County

Project Description: Wastewater Pumping and Disposal Services

Client Name person: Jeff Goolsby

Client Phone and Email: JeffGoolsby@polk-county.net

Original Contract Amount: \$ 850,000.00 Final Contract Amount \$ on-going

Name and License number under which work was performed: Eduardo Jose Barba CGC 1520877

NTP Issue Date: 2022 Original Completion Date: on-going Actual Completion Date: on-going

Explain all outstanding claims or pending litigation: None

Has your firm ever failed to complete any work awarded to it? Yes No

If yes, explain: _____

Provide other information that would be relevant to the County's evaluation of your firm's responsibility (e.g. any pending, present or past litigation, any employee misconduct, OSHA violations, work place deaths, etc.)?

Yes No

If yes, explain: _____

Information and Documents to be provided


Provide copies of:

1. IRS Substitute W-9.
2. Trade licenses, as required.
3. Certifications, as required.
4. Experience Modification Rate (EMR) verification letter for the most recent three (3) years.
5. Provide a copy of the current resume of the project manager and full-time job superintendent for the Offeror who will be used on this project for Hillsborough County, should the contract be awarded to the Offeror
6. Affirmative Action Plan/Program or Affirmation Action Plan Statement.
(A written Affirmative Action Plan or Program is required if the Offeror has fifteen (15) or more employees. If the Offeror has fewer than fifteen (15) employees, an Affirmation Action Plan Statement is required.)
7. Employment data on current workforce form.
8. Executed DM/DWBE Subcontractor agreements, if applicable.
9. Good Faith Effort Determination form, if applicable.

AFFIRMATION

I hereby affirm that the information provided herein is true and complete to the best of my knowledge.

SIGNATURE OF AUTHORIZED OFFICIAL



PRINT NAME

David L. Orr

TITLE OF OFFICIAL

SVP and Corporate Secretary

DATE:

12/13/2023



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

POLANCO, JOSE EUGENIO

ENVIROWASTE SERVICES GROUP, INC.
18001 OLD CUTLER ROAD
SUITE 643
PALMETTO BAY FL 33157

LICENSE NUMBER: CGC1533927

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

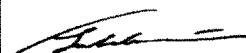
PRODUCER USI Insurance Services, LLC/CL 201 Alhambra Circle, Suite 1401 Coral Gables, FL 33134-5108 305 669-6000	CONTACT NAME: Brian Peralta
	PHONE (A/C, No, Ext): 305 669-6000 FAX (A/C, No): E-MAIL ADDRESS: brian.peralta@usi.com
INSURED Envirowaste Services Group, Inc 18001 Old Cutler Rd Ste 643 Miami, FL 33157-6440	INSURER(S) AFFORDING COVERAGE
	INSURER A: Steadfast Insurance Company NAIC # 26387
	INSURER B: Colony Insurance Company 39993
	INSURER C: AXIS Surplus Insurance Company 26620
	INSURER D: Zurich American Insurance Company 16535
	INSURER E: Aspen American Insurance Company 43460

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	GPL180638903	07/31/2023	07/31/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAP557133811	07/31/2023	07/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X	X	SXS187844803	07/31/2023	07/31/2024	EACH OCCURRENCE \$20,000,000
B				EXO4267440	07/31/2023	07/31/2024	AGGREGATE \$20,000,000
C	DED RETENTION \$			ELZ668779012023	07/31/2023	07/31/2024	\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC017636209	07/31/2023	07/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Inland Marine			IM00T6N23	07/31/2023	07/31/2024	Scheduled/Rented/Leased

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER EnviroWaste Services Group, Inc. PO Box 521163 Longwood, FL 32752-1163	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



USI Insurance Services
 2255 Glades Rd
 Suite 420A
 Boca Raton, FL 33431
 www.usi.com
 Tel: 561.368.2777

March 31, 2023

To whom it may concern:

Subject: Experience Mod Review – Environwaste Services Group Inc.

Dear Sir or Madam,

USI provides insurance brokerage and risk management services for Envirowaste Services. We have been asked to review the experience mod and the impact of certain claims on the mod. First, Envirowaste’s overall experience mod has been very impressive over the last 11 years. Below is the Risk Snapshot from the National Counsel on Compensation Insurance (NCCI). The average experience for the last 11 years averages a mod of .89. This is a true testament to Environwaste’s long-term safety efforts and their safety culture.

ENVIRONWASTE SERVICES GROUP INC

Primary Policy Information

Primary Address	18001 OLD CUTLER RD PALMETTO BAY, FL 33157-6422		
Risk ID	913276299	Policy Effective Date	07/31/2021
Dominant Class	9402: STREET CLEANING & DRIVERS		Residual Market NO

RISK ID	RED	MOD	ARAP	FLARAP	SARAP	MAARAP	STATUS	PROD DATE
913276299	07/31/2022	1.36	1.16	1.33			Final	02/25/2022
913276299	07/31/2021	1.15	1.08	1.16			Final	02/16/2022
913276299	07/31/2020	0.80	1.00	1.00			Final	10/15/2020
913276299	07/31/2019	0.75		1.00			Final	07/16/2019
913276299	07/31/2018	0.84		1.00			Final	03/22/2018
913276299	07/31/2017	0.96		1.00			Final	02/15/2017
913276299	07/31/2016	0.93		1.00			Final	04/06/2016
913276299	07/31/2015	0.74		1.00			Final	06/03/2015
913276299	01/01/2015	0.73		1.00			Final	11/14/2014
913276299	01/01/2014	0.70		1.00			Final	11/05/2013
913276299	01/01/2013	0.82		1.00			Final	11/08/2012



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In reviewing the 2022 experience mod we evaluated the root cause of the losses. Two of the larger claims were caused by the same mechanism of loss. Both claims were caused when a highly pressured hose sprayed water into the employee's face. One of the hoses had a defect in it, which compounded the problem. The last loss of this nature was in May of 2021. Corrective measures for these losses were implemented after that occurrence. These measures are listed below:

- Hoses are inspected on a weekly basis. A log of the inspection of each hose is kept. If a hose shows wear and tear or any sign of an issue, they are taken out of service immediately and replaced with a new hose.
- Environwaste has implemented the mandatory use of safety helmets with face shields that should effectively eliminate these claims going forward.

We have recalculated the experience eliminating the two claims that were caused by hoses and should not exist going forward. The calculation for the mod for 07/31/2022 is shown below.

Mod Analysis for Environwaste Services Group

		(D) - (E)			(H) - (I)			
0.23		270,729	392,095	121,366	207,690	68,093	387,290	179,600
"W"		EXPECTED	TOTAL	TOTAL EXP	ACTUAL	"B"	TOTAL	TOTAL
VALUE		EXCESS	EXPECTED	PRIM.	EXCESS	VALUE	ACTUAL	ACT. PRIM.
A	B	C	D	E	F	G	H	I

Limited loss.
 s Subrogation
 or other special loss.

16
 ARAP
 1.02
 if applicable

Experience Modification Calculation	11 PRIMARY LOSSES	12 STABILIZING VALUE	13 RATABLE EXCESS	14 ADJUSTED TOTALS	15 EXP MOD (J) / (K) 1.10
ACTUAL	(I) 179,600	(C) X (1 - A) + (G) 276,554	(A) X (F) 47,769	503,923	
EXPECTED	(E) 121,366	(C) X (1 - A) + (G) 276,554	(A) X (C) 62,268	460,188	

Since these losses have been eliminated, we feel this mod is a much more accurate reflection of the current standing of Environwaste's risk management program.



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With the improving loss experience, we have projected the experience mod for 2023 with the large losses removed. These claims are still in the calculation from the NCCI but we are confident that the exposure has been eliminated. Our calculation estimates an experience mod for 07/31/2023 at .97, which is shown below.

Mod Analysis for Envirowaste Services Group								
0.28		(D) - (E)			(H) - (I)			
"W" VALUE		390,372	559,431	169,059	302,462	85,332	473,828	171,366
A	B	EXPECTED EXCESS	TOTAL EXPECTED	TOTAL EXP PRIM.	ACTUAL EXCESS	"B" VALUE	TOTAL ACTUAL	TOTAL ACT. PRIM.
		C	D	E	F	G	H	I
# Limited losses Subrogation or other special loss.		Experience Modification Calculation	11	12	13	14	15	
16		PRIMARY LOSSES		STABILIZING VALUE	RATABLE EXCESS	ADJUSTED TOTALS	EXP MOD	
ARAP 1.00 If applicable		ACTUAL	(J)	(C) X (1 - A) + (G)	(A) X (F)		(J) / (K)	
		EXPECTED	171,366	368,400	84,689	622,455	0.97	
			(E)	(C) X (1 - A) + (G)	(A) X (C)			
			169,059	368,400	109,304	644,763		

ModMaster® Mod Analysis brought to you by USI Insurance Services (ModMaster)

Page 3

Envirowaste Services Group (2023 Forecast)
 Mod Effective Date: 7/31/2023

Envirowaste Services Group (2023 Forecast)

Mod Effective Date: 7/31/2023

We hope this provides you with adequate information to evaluate the quality of Environwaste's conscious and continued efforts to provide a very safe work environment.

If you have any questions regarding the experience mod calculation or the claims impact, please reach out to me directly on my cell at 561-504-0415.

Sincerely,

Bob Nelson
 Director Risk Management
 954-607-4070 – office
 561-504-0415 – cell
Robert.nelson@usi.com – e-mail

MICHAEL GAETA

1123 Fennel Green Dr, Seffner, FL 33584
cellular (813) 326-8712
mgaeta1@gmail.com

DISTRICT MANAGER/OPERATIONS MANAGER

Highly motivated and resourceful management professional with a record of developing and supporting successful sales methods and procedures. Consistent ability to improve organizational efficiency through leadership that aligns the business processes with training and development, cost savings, loss prevention, leadership and team building.

Able to focus and work well in high-pressure situations, constantly seeking new challenges, a professional and driven individual with both a strong work ethic, and the desire to exceed expectations in all aspects of professional endeavor.

- Always on schedule and under budget, able to prioritize and handle multiple tasks while effectively achieving and exceeding both regional and company goals. A leader of high-performance teams who thrives in environments requiring a high-level performance and a big-picture thinker.
- Able to quickly assess and utilize the appropriate architecture to meet the specific needs of the business requirement at hand.
- Excellent interpersonal, team building, coaching and influencing skills Demonstrated leadership and relationship-building skills Ability to handle highly confidential and sensitive information in a professional manner Proven ability to create effective partnerships with employees at all levels within the organization

CORE COMPETENCIES

Team Leadership
Multi-Unit Retail Management
Customer Relationship Management
Change Management • Operations Management

PROFESSIONAL EXPERIENCE

Envirowaste Services Group Operations Manager

Tampa, FL

2018-Present

- Managed the Broward location to bring a new region to 2.2 Million a year.
- Was transferred to the Tampa location and bring to Revenue to a 5.6 Million a year
- Was the Operations Manager, Supervisor & Administrator for entire region.
- Trained staff on operations and business management to teach how to run a business not just do the work.
- Hired staff with & with-out experience to build the region to double its size.
- Build client relations & develop customer service policies throughout the entire region.
- Managed the A/R so we never lost any money or were behind in collections of clients' moneys.
- Developed systems to always have the client's deliverables on time and correct.

Alfred Angelo Bridal, Regional Manager

Tampa, FL

2012 – 2017

- Managed 13 stores in 6 states. FL, Ga, La, MS, Tn and Al
- Took southeast region that had 5 consecutive years of 20-20% negative growth, in 1st year-2013-2% growth to LY. 2nd year-2014 6% growth to Ly. 3rd year-2015 11.7% growth and #1 district in the country. 4th year-2016 4.3% growth to Ly.
- Developed Accounts payable invoicing for nationwide use for Alterations charges and Seamstress payments.
- Developed all District Manager reporting Excel spreadsheets to Corporate Office for
 - District and Store Monthly Goals
 - Weekly payroll reporting to Vp Retail Operations
 - Store staff monthly work and payroll schedule for managers to monitor payroll and have working schedules.
- Developed store tracking spreadsheets to show real time performance for Store, Managers and staff.
 - Store reporting daily numbers in format that showed daily, weekly and monthly tracking. Sent to DM's nightly. Other data in sheet store specific.
 - Weekly store Dashboard to show individual employees key indicator sales and stats, with coaching tabs so weekly 10min touch bases with individual staff members are done by store managers for performance enhancement or sometimes the necessary tool to performance out.
- Set up many operational procedures for better inventory tracking
 - Customer inventory to track balances owed and paid in full orders

For Eyes Optical, District Manager

Tampa, FL

1982 – 2011

- Over 30 years management experience in multi-unit retail operations, managing and leading strong performance teams, achieving corporate sales and profit goals.
- Proven success in the recruitment, hiring, customer service/ selling culture for over 7 stores in Northern Florida with annual sales of over \$5 million.
- Acting District Manager for Atlanta district for 3 years from 2003 till 2006 in addition to North Florida District untill Local District Manager was hired.
- Successfully penetrated Florida vision retail market with an estimated 10% + market share gain per location in less than one year; 46% of customers are first-time buyers reacting to the innovative product and the ease of the retail presentation.
- Managed opening of approximately 20 retail stores in Chicago, Atlanta and Northern Florida. Identified start-up markets negotiated and directed real estate, build-out, technology, inventory, recruited and trained professional staff.
- Designed and developed a Managed Care Insurance billing and tracking system used by all retail associates in 110 stores nationwide.

- Accountable for all operations, staffing and merchandising, brand marketing, and P&L management of retail stores. Reduced and maintained total district accounts receivables at under 5%.
- Ensuring maximum profitability through sales training and staff development. Retained single digit turnover of staff.
- Responsible for hiring and oversight of all Doctors and technicians. Maintained metric performance indicators of Doctor exam goals, patient satisfaction, and partnership with retail. Both Retail and Doctor Customer service surveys average score at 95% annually.
- Administered and maintained \$2 million contracts with Veterans Administration. Full oversight in filing and drafting of all government RFP's.
- **MANAGEMENT TRAINING**
- Supply Chain and Operations Mangement
- Improving Your Managerial Effectiveness
- Advanced Critical Thinking Applications Workshop

EnviroWaste Services Group Survey Teams for CCTV surveys and QA/QC are performed in keeping NASSCO Pipeline Assessment Certification Program (PACP), Lateral Assessment Certification Program (LACP), and Manhole Assessment Certification Program (MACP). This allows us to provide for standardization and consistency in the way we evaluate a pipeline or chamber's condition, and how we manage visual inspection data.

Below is our Certified Team for CCTV and QA / QC

<u>CCTV / Survey Team</u>	
Edniu Velasquez	U-0817-07008958
Miguel Paloma	U-0621-70402205
Elver Salgado	U-0817-07008966
Heriberto Gonzalez	U-0621-70402199
Yosmar Arias	P0038621-072022
Elden "Bernard" Dukes	U-605-2204
Jimmy Austin Holland	U-0418-0703001422
Daniel Moss	U-1114-06022826
Jason Hemphill	P0035097-122021
Jayson Wilkins	P0035095-122021
Malcolm Little	P0035093-122021
Mark Pohutsky	U-415-06024119
Gerardo Salazar	U-0720-70309828
Tanner Davis	P0034778-112021
Robbie Shortridge	U-0621-70402311
<u>QA / QC Team</u>	
Frank Quindelan	P0038604-072022
Kenia Garcia	U-0220-70308672
Henry Rosquete	P0038603-072022
Hopeton Wellington	U-0220-70308668

EnviroWaste Services Group, Inc.

18001 Old Cutler Road, Suite 643
Palmetto Bay, FL 33157
877-637-9665

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

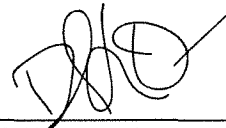
EnviroWaste Services Group, Inc.

does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Offeror's Signature

David L. Orr

12-13-2023

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Envirowaste Services Group, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
18001 Old Cutler Road, Suite 643

6 City, state, and ZIP code
Palmetto Bay, FL 33157

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
6	5		0	8	2	9	0	9	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ **Date** ▶ **02/22/2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Question Set 1: Bidder Requirements/Acknowledgements

	Question	Response	Comment
Affirmations			
1.1.1	Company Name	EnviroWaste Services Group, Inc.	
1.1.2	Federal Employer Identification Number (FEIN)	65-0829090	
1.1.3	Name of person submitting the Bid.	John Rinehart	
1.1.4	Title of person submitting the Bid.	Estimator	
1.1.5	I represent that I am at least eighteen (18) years of age.	Yes	The comment must be left blank for this response
1.1.6	I represent that the printing of my name and the submittal of a Bid is intended to authenticate this writing and to have the same force and effect as my manual signature.	Yes	The comment must be left blank for this response
1.1.7	I represent that I am either authorized to bind the Bidder, or that I am submitting the Bid on behalf of and at the direction of the Bidder's representative authorized to contractually bind the Bidder.	Yes	The comment must be left blank for this response
1.1.8	I represent that the Bidder and/or its applicable representative(s) has reviewed the information contained in this Bid and that the information submitted is accurate.	Yes	The comment must be left blank for this response
1.1.9	At this present time, we understand all requirements and state that as a serious Bidder we will comply with all the stipulations included in this Solicitation Document.	Yes	The comment must be left blank for this response
The above-named Bidder affirms and declares:			
1.2.1	Bidder affirms and declares that the Bidder is of lawful age and that no other person, firm or corporation has any interest in this Bid or in the Contract proposed to be entered into.	Yes	The comment must be left blank for this response
1.2.2	Bidder affirms and declares that this Bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Bid for the same purpose, and is, in all respects, fair and without collusion or fraud.	Yes	The comment must be left blank for this response
1.2.3	Bidder affirms and declares that the Bidder is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County.	Yes	The comment must be left blank for this response
1.2.4	Bidder affirms and declares that no officer or employee or person whose salary is payable, in whole or in part, from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Bid; in the performance of this Contract; in the supplies, materials, equipment, and Services and/or Work to which they relate; or in any portion of the profits thereof.	Yes	The comment must be left blank for this response

1.2.5	<p>Bidder affirms and declares that the Bidder has carefully examined the site where the Services and/or Work are to be performed and that, from the Bidder's own investigations, the Bidder is satisfied with the nature and location of the Project and/or Work to be performed; the character, quality and quantity of materials; the kind and extent of the equipment and other facilities needed for the performance of the Services and/or Work; the general and local conditions, all difficulties to be encountered; and all other items which may in any way affect the performance of the Services and/or Work.</p>	Yes	The comment must be left blank for this response
1.2.6	<p>Bidder affirms and declares that the Bidder has not altered the original Solicitation Document in any way and further understands that any such alteration of the original Solicitation Document may result in rejection of the Bidder's Bid.</p>	Yes	The comment must be left blank for this response
1.2.7	<p>Bidder acknowledges and understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services that are One Million Dollars (\$1,000,000) or more, if such company is (i) engaged in business operations in Cuba or Syria, (ii) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (iii) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473). Bidder hereby certifies that Bidder (i) is not engaged in business operations in Cuba or Syria, (ii) is not on the Scrutinized Companies that Boycott Israel List, (iii) is not on the Scrutinized Companies with Activities in Sudan List, and (iv) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Bidder acknowledges and understands that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject Bidder to civil penalties, attorneys' fees and/or costs.</p>	Yes	The comment must be left blank for this response
1.2.8	<p>In addition to the Bidder's affirmations set forth herein, Bidder affirms and declares that Bidder is in compliance with Florida Statutes, Section 448.095 which, in part, requires all Contractors and its Subcontractors to register with and use the United States Department of Homeland Security's E-Verify system for all newly hired employees, and requires Contractors to obtain affidavits from its Subcontractors stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Bidder acknowledges and understands that pursuant to Florida Statutes Section 448.095, the County is required to terminate the Contract if it has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1); whereupon, the Contractor will not be eligible for award of a public contract for at least one year from the date of such termination.</p>	Yes	The comment must be left blank for this response
General Requirements			
1.3.1	<p>In the event an Agreement is executed upon the award of this Invitation to Bid to the Bidder, the County will provide Successful Bidder with a copy of the executed Agreement, if applicable. The County prefers to provide the document via electronic mail (e-mail). However, if Bidder wishes to receive an original hard copy of the executed Agreement, it can be mailed. Indicate the delivery method desired.</p>	Email	

1.3.2 Pursuant to the SPECIAL TERMS AND CONDITIONS that allows the Contract to be available to all government agencies, departments, and municipalities, does the Bidder agree to make the contract and bid prices submitted available to all government agencies, departments, and municipalities?

Yes

The comment must be left blank for this response

The Bidder's choice to make the contract available (or not) will NOT be considered in the award of the Bid.

1.3.3 Bidder requests to opt out of payment from the County by direct deposit through the ACH electronic payment solution.

No

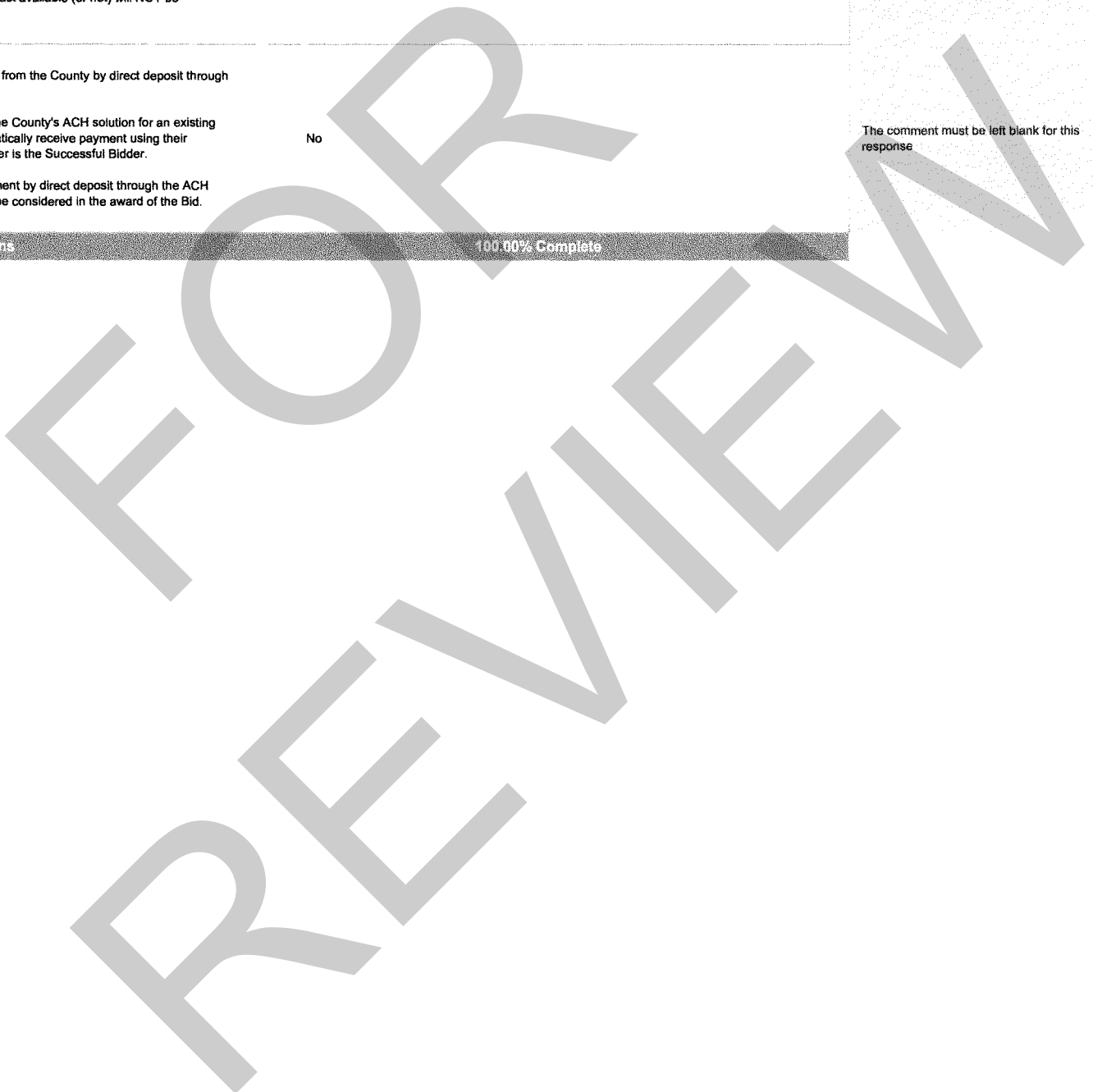
The comment must be left blank for this response

Note: If Bidder is already enrolled in the County's ACH solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.

The Bidder's choice to opt out of payment by direct deposit through the ACH electronic payment solution will NOT be considered in the award of the Bid.

20 Questions

100.00% Complete



Question Set 1: General Requirements

#	Question	Response	Comment
1.0.1	Deviation(s): Any representation of deviation(s) may cause this Bid to be rejected by Hillsborough County. The following represents every deviation (Itemized by number) to the foregoing Invitation to Bid upon which this Bid is based.	none	

1 Questions 100.00% Complete

FOR REVIEW

Responses

Success: All data is valid!

Status	#	Item	Quantity Required	Unit of Measure	Unit Price	Total Cost
Success: All values provided	#0-1	Initial fisheye camera inspection (to include analysis of data and initial-condition assessment of manholes with MACP coding) of all manholes	9000	Each	\$ 20.00	\$ 180,000.00
Success: All values provided	#0-2	Cleaning Manholes 48" diameter manhole	90000	Each	\$ 2.50	\$ 225,000.00
Success: All values provided	#0-3	Cleaning Manholes 60" diameter manhole	150	Each	\$ 25.00	\$ 3,750.00
Success: All values provided	#0-4	Wastewater gravity main CCTV camera inspection (to include analysis of data and initial-condition assessment of pipeline assets/segments with PACP Coding) in County Rights of Way	2000000	Linear Foot (Feet)	\$ 0.80	\$ 1,600,000.00
Success: All values provided	#0-5	Wastewater gravity main CCTV camera inspection (to include analysis of data and initial-condition assessment of pipeline assets/segments with PACP Coding) in County easement	20000	Linear Foot (Feet)	\$ 2.50	\$ 50,000.00
Success: All values provided	#0-6	Wastewater cleaning of gravity main in County Rights of Way	2000000	Linear Foot (Feet)	\$ 0.80	\$ 1,600,000.00
Success: All values provided	#0-7	Wastewater cleaning of gravity main in County easement	20000	Linear Foot (Feet)	\$ 3.50	\$ 70,000.00

Success: All values provided	#0-8	GIS and supplemental WAM-Data Delivery (Provided once monthly)	36	Monthly	\$ 100.00	\$ 3,600.00
Success: All values provided	#0-9	Flow thru Plugs 6" to 12"	8	Each	\$ 250.00	\$ 2,000.00
Success: All values provided	#0-10	Flow thru Plugs 14" to 18"	6	Each	\$ 275.00	\$ 1,650.00
Success: All values provided	#0-11	Flow thru Plugs 20" to 24"	6	Each	\$ 300.00	\$ 1,800.00
Success: All values provided	#0-12	Set up bypass 6" thru 12"	4	Each	\$ 500.00	\$ 2,000.00
Success: All values provided	#0-13	Set up bypass 14" thru 18"	2	Each	\$ 750.00	\$ 1,500.00
Success: All values provided	#0-14	Set up bypass 20" thru 24"	2	Each	\$ 1,000.00	\$ 2,000.00
Success: All values provided	#0-15	Operate bypass 6" thru 12" with 500 LF discharge (Sound Attenuated Pumps)	6	Each	\$ 500.00	\$ 3,000.00
Success: All values provided	#0-16	Operate bypass 14" thru 18" with 500 LF discharge (Sound Attenuated Pumps)	4	Each	\$ 750.00	\$ 3,000.00
Success: All values provided	#0-17	Operate bypass 20" thru 24" with 500 LF discharge (Sound Attenuated Pumps)	4	Each	\$ 1,000.00	\$ 4,000.00
Success: All values provided	#0-18	Pump/Lift Station cleaning	180	Each	\$ 250.00	\$ 45,000.00
Basket Total						\$ 3,798,300.00
Grand Total						\$ 3,798,300.00