

**PIGGYBACK AGREEMENT FOR WASTEWATER PUMPING AND DISPOSAL  
SERVICES**

**THIS PIGGYBACK AGREEMENT** (the "Agreement") is entered into as of the Effective Date defined in Section 3A, below, by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and Envirowaste Services Group, Inc. (the "Vendor"), a Florida corporation, 18001 Old Cutler Road, Suite 643, Palmetto Bay, Florida 33157, and whose Federal Employer Identification Number is 65-0829090.

**WHEREAS**, the County's Procurement Ordinance and Procurement Procedures permit it to enter into piggyback purchasing agreements; and

**WHEREAS**, the County requires the services of a vendor who can provide the collection and disposal of wastewater and foreign materials at wastewater treatment plants and other locations throughout Polk County; and

**WHEREAS**, the Vendor has contracted with the Hillsborough County (FL) to provide wastewater and foreign material removal and disposal services pursuant to that certain Contract No. ITB-25-00022 dated as of February 5, 2025 (the "Hillsborough Agreement") which those parties entered into upon Hillsborough County's award of ITB-25-00022 to Vendor for wastewater and foreign material removal and disposal services; and

**WHEREAS**, the County and the Vendor have determined that the Hillsborough Agreement is an acceptable agreement upon which the County and the Vendor may establish a piggyback agreement.

**NOW, THEREFORE**, in consideration of the promises contained herein, the parties hereby agree, as follows:

1. **Recitals.** The above stated recitals are true and correct.
2. **Terms and Conditions; Conflict.** Except as otherwise stated herein, the terms and conditions of the Hillsborough Agreement shall form the basis of this Agreement, with the County having the rights, duties, and obligations of the "Hillsborough County" thereunder. A true and correct copy of the Hillsborough Agreement is attached as Exhibit "A" and incorporated herein. If any provision of this Agreement conflicts with any provision of the Hillsborough Agreement, then the terms, conditions, and provisions of this Agreement shall control.
3. **Supplemental Terms and Conditions.** The terms and conditions of the Hillsborough Agreement are hereby modified or supplemented, as follows:
  - A. **Term.** The term of this Agreement shall commence on the date (the "Effective Date") the later of the two parties executes the Agreement and, unless sooner terminated pursuant to Section 3.D herein, shall continue until the first to occur of the following: (i) upon expiration or earlier termination of the Hillsborough Agreement (it being acknowledged and understood that the latest possible termination date for the Hillsborough Agreement is February 29, 2028); or (ii) upon termination by the County, for any reason or no reason, following 30 days' written notice to the Vendor.

**B. Insurance.** The Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Vendor's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Vendor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Vendor suspend Vendor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Vendor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Pollution/Environmental Liability. Minimum \$1,000,000.00.

**C. Indemnity.** Vendor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any

and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

**D. Force Majeure.** Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

**E. Default and Remedy.** If Vendor materially defaults in its obligations under this Agreement, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to Vendor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement, then Vendor shall have the right to immediately terminate this Agreement by delivering written notice to the County and to seek payment from County for those services Vendor has provided but for which has not

yet been paid.

**F. Attorneys' Fees and Costs.** In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

**G. Dispute Resolution.** Notwithstanding anything in the Hillsborough Agreement to the contrary, there shall be no arbitration of any dispute arising or pertaining to this Agreement. The parties shall resolve all such disputes via voluntary and non-binding mediation or negotiation.

**H. LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

**I. Governing Law.** This Agreement shall be governed in all respects by the Laws of the State of Florida, without regard to conflicts of the laws principles.

**J. Venue.** Any litigation with respect to this Agreement shall be brought and prosecuted only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

**K. Notice.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, and shall be, as elected by the person giving such notice, hand delivered by nationally recognized messenger or by courier service, or mailed by registered or certified mail, return receipt requested, and addressed, as follows:

If to the County: Polk County Utilities Division  
Attention: Utilities Director  
P.O. Box 9005, Drawer UT01  
Bartow, FL 33831-9005

If to Vendor: Envirowaste Services Group, Inc.  
Attention: Michael Gaeta  
18001 Old Cutler Road, Suite 643  
Palmetto Bay, FL 33157

**L. Non-exclusive Agreement.** This Agreement does not grant the Vendor the exclusive right to provide the County wastewater and foreign material disposal and removal services during the Agreement term. The County may utilize its own personnel to perform such services, or it may employ other vendors or contractors to provide such services.

**M. Public Records Law.**

(a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, 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;

(3) 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 term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST.  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7527**

**N. Scrutinized Companies and Business Operations Certification; Termination.**

**A. Certification(s).**

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

**B. Termination.** In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) the Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or

(ii) the Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

**O. No Construction Against Drafter.** The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

**P. Public Entity Crimes.** The Vendor declares and warrants that neither the Vendor nor any of the Vendor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Vendor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Vendor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

**Q. Unauthorized Alien(s)**

The Vendor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Vendor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

**R. Employment Eligibility Verification (E-VERIFY)**

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this

Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

**S. Entire Agreement.** This Agreement sets forth the entire understanding and agreement between the parties. This Agreement may only be modified or changed in writing, and such modifications and changes signed by both parties.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE  
WITH THE PARTIES' SIGNATURES.)**



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY BUTTERFIELD  
CLERK OF THE BOARD

Polk County, a political subdivision  
of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
T. R. Wilson, Chairman  
Board of County Commissioners

Date Signed By County \_\_\_\_\_

Reviewed as to form and legal sufficiency:

North Star 4/4/25  
County Attorney's Office Date

ATTEST:

Envirowaste Services Group, Inc.,  
a Florida corporation

By: X Marc L Bourhis  
Corporate Secretary

By: X J. M. Long

Marc Bourhis  
[Print Name] CFO and Secretary

Jim Long  
[Print Name]

Date: 04/23/2025

Chief Executive Officer  
[Title]  
Date: 04/23/2025



ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY  
STATE OF \_\_\_\_\_ County OF \_\_\_\_\_  
The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of officer or agent) as \_\_\_\_\_ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date) \_\_\_\_\_ (Official Notary Signature and Notary Seal) \_\_\_\_\_ (Name of Notary typed, printed or stamped)  
Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION  
STATE OF Florida County OF Seminole  
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization this 04/23/2025 (Date) by Jim Long (Name of officer or agent) as Chief Executive Officer (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. ~~He/she personally appeared before me at the time of notarization,~~ and ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 04/23/2025 (Date) \_\_\_\_\_ (Official Notary Signature and Notary Seal)  
John F. Rinehart - HH361297 (Name of Notary typed, printed or stamped)  
Commission Number HH361297 Commission Expiration Date 06/02/2027



ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL  
STATE OF \_\_\_\_\_ County OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ (Date) By \_\_\_\_\_ (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date) \_\_\_\_\_ (Official Notary Signature and Notary Seal) \_\_\_\_\_ (Name of Notary typed, printed or stamped)  
Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: PB 25-368, WASTEWATER PUMPING AND DISPOSAL SERVICES

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: EnviroWaste Services Group, Inc.

Signature: x J. M. Long

Title: Chief Executive Officer

Date: 04/23/2025

State of: Florida

County of: Seminole

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 23rd day of April, 2025, by Jim Long (name) as Chief Executive Officer (title of officer) of EnviroWaste Services Group, Inc. (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: [Signature]

Printed Name of Notary Public: John F. Rinehart - HH361297

Notary Commission Number and Expiration: 06/02/2027

(AFFIX NOTARY SEAL)



JOHN F. RINEHART  
Notary Public  
State of Florida  
Comm# HH361297  
Expires 6/2/2027

**Affidavit Regarding the Use of Coercion for Labor or  
Services**

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Jim Long, CEO (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

EnviroWaste Services Group, Inc.  
**NONGOVERNMENTAL ENTITY**

x   
**SIGNATURE**

Jim Long  
**PRINT NAME**

Chief Executive Officer  
**TITLE**

04/23/2025  
**DATE**






**As of March 26, 2025**

1. The following individuals are duly elected, qualified and acting Officers of the Company in the capacity of the Officer title set forth opposite their names with unrestricted authority to make, execute, endorse and deliver in the name of and on behalf of the Company, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, bids, contracts, obligations, certificates and other instruments of whatever nature entered into by the Company:

Chief Executive Officer  
Chief Financial Officer and Secretary

By: David Gershman  
David Gershman  
Secretary

Notary Public

 **MICHELSA CALDERON**  
Notary Public - State of Florida  
Commission # HH 434430  
My Comm. Expires Sep 12, 2027  
Bonded through National Notary Assn.



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## Detail by Entity Name

Florida Profit Corporation  
ENVIROWASTE SERVICES GROUP, INC.

### Filing Information

**Document Number** P98000014467  
**FEI/EIN Number** 65-0829090  
**Date Filed** 02/13/1998  
**State** FL  
**Status** ACTIVE

### Principal Address

18001 Old Cutler Road  
Suite 643  
Palmetto Bay, FL 33157

Changed: 02/26/2022

### Mailing Address

18001 Old Cutler Road  
Suite 643  
Palmetto Bay, FL 33157

Changed: 02/26/2022

### Registered Agent Name & Address

COGENCY GLOBAL INC.  
115 NORTH CALHOUN ST  
SUITE 4  
TALLAHASSEE, FL 32301

Name Changed: 05/13/2024

Address Changed: 05/13/2024

### Officer/Director Detail

#### **Name & Address**

Title Director and Chairman

Wilson, Russ  
2811 Ponce de Leon Blvd #400  
Coral Gables, FL 33134

Title Director and Executive Vice President

Reynolds, Stephen  
2811 Ponce de Leon Blvd #400  
Coral Gables, FL 33134

Title Director, Executive Vice President, Secretary and General Counsel

Gershman, David  
2811 Ponce de Leon Blvd #400  
Coral Gables, FL 33134

Title Director

Gross, Jorge A, Jr.  
2811 Ponce de Leon Blvd #400  
Coral Gables, FL 33134

Title Director and Chief Executive Officer

Long, Jim  
18001 Old Cutler Road  
Suite 643  
Palmetto Bay, FL 33157

Title CFO and Secretary

BOURHIS, MARC  
18001 Old Cutler Road  
Suite 643  
Palmetto Bay, FL 33157

Title Assistant Secretary

Calderon, Michelsa  
2811 Ponce de Leon Blvd #400  
Coral Gables, FL 33134

Annual Reports

Report Year	Filed Date
2023	02/16/2023
2024	01/23/2024
2024	10/07/2024

Document Images

<a href="#">10/07/2024 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/23/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/16/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">02/24/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">11/19/2020 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/04/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/24/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">08/07/2017 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/16/2017 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
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<a href="#">01/22/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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# Exhibit "A"

## Invitation to Bid

Wastewater Pumping and Disposal Services

ITB-25-00022

HCFL.gov/Vendors  
(813) 272-5790



**Hillsborough  
County Florida**  
Procurement Services

**IMPORTANT! PLEASE READ CAREFULLY BEFORE SUBMITTING BID**

SOLICITATION TYPE: Competitive Sealed Bids

SOLICITATION NUMBER: ITB-25-00022

SOLICITATION TITLE: Wastewater Pumping and Disposal Services

BRIEF DESCRIPTION: Hillsborough County Water Resources Department (WRD) is seeking competitive sealed bids from qualified Contractors to provide all labor, tools, equipment and materials necessary to perform wastewater removal services, wastewater disposal services, and foreign material disposal services.

DUE DATE & TIME: December 19, 2024, 2pm Eastern Standard Time (EST)

PRIMARY CONTACT: Sharon Spellman, Chief Buyer

BID SUBMISSION: The County will only accept bids submitted through its electronic bidding system (Bonfire). Bids that are submitted or delivered by non-electronic means (hard-copy paper), facsimile, electronic mail (e-mail), electronic file, or means other than through the County's electronic bidding system (Bonfire) will **not** be accepted or considered. Please visit our vendors webpage ([hcfl.gov/vendors](http://hcfl.gov/vendors)) for information regarding vendor registration, electronic bid submission, procurement opportunities, and other important resources.

TIMELINESS: To preserve the integrity of the competitive sealed bid process, bids submitted after the due date and time listed above, unless otherwise amended, cannot and will not be accepted. Please do not wait until the last minute, hour, or day to submit your bid, as you may encounter technical difficulties or issues that cannot be resolved before the due date and time. When preparing to submit your bid, please read and follow all instructions regarding formatting and other details related to the form(s) to be used. Again, please do not wait until it's too late for assistance. We value and need your participation, so the last thing we want is for you to miss this opportunity.

QUESTIONS:

- Questions regarding technical difficulties or errors encountered while submitting bids through Bonfire must be directed to Bonfire Support at (800) 354-8010, [support@gobonfire.com](mailto:support@gobonfire.com) or the Bonfire Vendor Help Center ([vendorsupport.gobonfire.com](http://vendorsupport.gobonfire.com)).

ITB-25-00022

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- Questions regarding the specifications or solicitation document must be directed to the primary contact listed above using the “messages” section in Bonfire for this particular procurement.
- Questions regarding vendor registration, training, or general questions must be directed to the Supplier Engagement Team at (813) 272-5790 or [iSupplier@HCFL.gov](mailto:iSupplier@HCFL.gov).

**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 in the [Hillsborough County Procurement Protest Policy and Procedures Ordinance](#). The Cone of Silence does not prohibit a bidder from communicating with the Director of Procurement, staff in the Procurement Services Department, or the County’s attorney assigned to this procurement. Violating the Cone of Silence may disqualify the bidder from consideration for award. Please refer to the Instructions for complete details about the Cone of Silence.

**INSURANCE:**

Insurance coverage is required for this procurement. Please see Special Terms and Conditions for complete details and requirements.

**SURETY (BONDS):**

Bid, performance, and/or payment surety is not required for this procurement. Please see Special Terms and Conditions for complete details and requirements.

**E-VERIFY:**

The Department of Homeland Security's Image Program and E-Verify apply to this procurement. Please see General Terms and Conditions for complete details and requirements.

## **1. SPECIFICATIONS**

### **1.1. Scope**

1.1.1 Hillsborough County Water Resources Department (WRD) is seeking competitive sealed bids from qualified Contractors to provide all labor, tools, equipment and materials necessary to perform wastewater removal services, wastewater disposal services, and foreign material disposal services.

1.1.2 Wastewater removal services may be requested anywhere within Hillsborough County.

1.1.3 Wastewater disposal services will take place at manholes, Falkenburg Advanced Wastewater Treatment Plant (FAWTP), or the Northwest Regional Water Reclamation Facility (NWRWRF).

### **1.2. Applicable Publications and Terminology**

1.2.1 The contractor shall perform all work in accordance with OSHA 29 CFR 1910.146. [https://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_id=9797&p\\_table=STANDARDS](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_id=9797&p_table=STANDARDS)

1.2.2 Some of the following definitions have been replicated from OSHA 29 CFR 1910.146.

1.2.2.1 Regularly Scheduled Work: Work occurring between the hours of 7:00 a.m. and 4:00 p.m. eastern standard time (EST), Monday through Friday, on all non-holidays previously scheduled by the County.

1.2.2.2 After Hours Work: Work performed outside the hours of 7:00 a.m. and 4:00 p.m. EST, Monday through Friday and on all County-scheduled holidays as directed by the County.

1.2.2.3 Emergency Call: A service call to the Contractor that requires a response time of two (2) hours or less when events at the facility cause a need for service due to a wastewater spill, an imminent wastewater spill, a breakdown of equipment, or potential blockage in the wastewater system.

1.2.2.4 Extra Crew: Each extra contractor person/employee needed to assist with wastewater removal services within a routine, confined space or non-confined space situation.

1.2.2.5 Facility: Any Hillsborough County owned property.

1.2.2.6 System: WRD's wastewater collection system.

1.2.2.7 Wastewater: A mixture of liquid waste products and foreign material.

1.2.2.8 Wastewater Removal Services: Services that may require Contractor employees to enter a confined permit space and/or non-confined space to pump, vacuum, and water blast, with services for the disposal of wastewater contents according to requirements pursuant to these specifications.

1.2.2.9 Wastewater Disposal Services: The deposit of liquid wasted into a manhole, pump station or treatment facility.

1.2.2.10 Foreign Material Disposal Services: The deposit of sludge, sand, grit, biosolids, rags and other material at the Contractor's third-party disposal facility

1.2.2.11 Confined Space: To have a limited or restricted means of entry or exit.

1.2.2.12 Permit-Required Confined Space (Permit Space) 29 CFR 1910.146: A confined space that has one or more of the following characteristics:

1.2.2.12.1 Contains or has potential to contain a hazardous atmosphere

1.2.2.12.2 Contains a material that has the potential for engulfing an entrant

1.2.2.12.3 Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section; or

1.2.2.12.4 Contains any other recognized serious safety or health hazard.

1.2.2.13. Non-Permit Confined Space 29 CFR 1910.146: A confined space that does not contain or, with respect to atmospheric hazards, have the potential to contain any hazard capable of causing death or serious physical harm.

1.2.2.14. Occupational Safety and Health Administration (OSHA) for Confined Spaces Authority: 29 CFR 1910.146

1.2.2.15. Contractor permit-required confined space written program: Any employer who allows employee entry into a permit space must develop and implement a written program for the space. OSHA standard for the employer's written program can be obtained from OSHA at [www.osha.gov](http://www.osha.gov) for 29 CFR 1910.146 or by calling the Florida OSHA Region IV office at 1(678)237-0400. All other definitions relevant to OSHA 29 CFR 1910.146 can be obtained by contacting OSHA Region IV offices at the phone numbers and links provided.

### 1.3. Contractor Services

1.3.1. The Contractor or principal thereof shall demonstrate recent experience in providing substantially similar services to municipalities of similar size.

1.3.2. The Contractor shall have the required training, ability, and employees capable of entering confined spaces in accordance with OSHA 20 CFR 1910.146 ([www.osha.gov](http://www.osha.gov)). Copies of Confined Space Entry permits shall be submitted to the County upon request.

1.3.3. The Contractor shall have a written program as evidence of its company program that demonstrates their training, understanding, and ability to enter confined permit spaces in accordance with OSHA 20 CFR 1910.146. The written program shall be submitted to the County upon request.

1.3.4. Wastewater Removal Services may be required when tanks are “in service” (continuous flow) or “out of service” (no flow).

1.3.5. Wastewater Disposal Services shall be at manholes or at the following facilities as directed via phone and/or text by the Project Manager (PM)

1.3.5.1 Falkenburg Advanced Wastewater Treatment Facility  
102 N Falkenburg Road  
Tampa, FL 33619

1.3.5.2 Northwest Regional Water Reclamation Facility  
11005 Dale Stitik Drive  
Tampa, FL 33626

1.3.6 As circumstances dictate, the Contractor may enter County structures. Only Contractor staff with knowledge, ability, and training shall enter confined spaces in accordance with OSHA standards. Facilities include but are not limited to:

1.3.6.1. Equipment and process structures at wastewater treatment facilities

1.3.6.2. wastewater pumping station locations – approximately 900

1.3.6.3. wastewater low pressure pumping station locations in easements and rights-of-way – approximately 1,500 small pumps in individual homes

1.3.6.4. wastewater collection line and manhole locations in easements and rights-of-way

1.3.6.5. Reclaimed ground storage tanks – 22 tanks at WRD Facilities countywide.

1.3.7 Foreign material disposal shall be conducted at a third-party facility chosen by the Contractor and approved by the County.



## **1.4 Disposal of Wastewater**

1.4.1 The Contractor will be notified by the PM, at the time service is scheduled, where wastewater shall be disposed.

1.4.2. If emergency work is requested, the Contractor will be notified, by the PM, of disposal site upon arrival at the work site.

1.4.3. The Contractor shall only dispose of wastewater as specified by the PM

1.4.4. It is anticipated that most of the pumped wastewater shall be returned to the service system at manholes or structures at wastewater plants.

## **1.5 Disposal of Sand and Foreign Materials**

1.5.1. The Contractor shall be responsible for disposal of all sand, rags, grit, and foreign materials.

1.5.2. These materials shall not be introduced back into the County's collection system.

1.5.3. The Contractor shall identify and submit permitted locations of Primary and Secondary third-party sites that will be utilized for disposal upon the County's request.

1.5.4. The County reserves the right to approve or reject the primary or secondary third-party disposal site based on the driving time required.

1.5.5. The Contractor shall provide a disposal ticket to the County from any third-party utilized for disposal.

1.5.6. The location of the third-party disposals site shall be within one (1) hour (equates to approximately 40 miles) driving time from anywhere in Hillsborough County. Drive time is determined from the site of sand and foreign matter collection to the third-party disposal site.

1.5.7 If the Contractor's third-party disposal site (within this one (1) hour driving time range) is closed, the contractor shall obtain written approval by the PM to exceed the one (1) hour drive time requirement.

## **1.6 Emergency Work**

1.6.1. Emergency Work shall be compensated for a minimum time of two (2) hours.

1.6.2. The Contractor shall provide continuous services until such time that the PM determines the emergency has been satisfied.

1.6.3. All work requested shall be initiated by the PM via phone, text, or email.

## **1.7 Review of Completed Work**

1.7.1. The Contractor's work shall be subject at any time to inspection by the PM for compliance with project standards, criteria, applicable regulations, permit requirements, and specifications.

1.7.2. The Contractor shall correct all work that is determined to be unsatisfactory within 48 hours of written notification by the PM of such determination.

1.7.3. The Contractor shall not invoice the County until all unsatisfactory work has been corrected.

1.7.4. The PM may schedule quarterly meetings with the Contractor to discuss Contractor performance and compliance matters pursuant to these specifications.

## **1.8 Access to County Property**

1.8.1. All Contractor employees shall sign-in upon entering a facility being serviced and sign-out upon leaving that facility.

1.8.2. No unauthorized persons shall be on County property.

1.8.3. Contractor staff shall not smoke, block entrances, exits and parking areas.

1.8.4. Contractor staff shall not disturb County employees and visitors.

1.8.5. Contractor shall not blow debris on the path of County employees, visitors, and traffic.

1.8.6. Contractor staff shall not use cell phones during performance of duties contained herein unless contact is required by the County.

1.8.7. Contractor shall not interfere with County business.

## **1.9 Equipment**

1.9.1. Jet-vac truck shall be equipped with a minimum of 3,500 pounds per square inch (PSI) water-cleaning device and a truck-mounted vacuum system that, at a minimum, can remove sand and foreign debris at 3,600 cubic feet per minute (CFM) under load at sixteen (16) inches of vacuum. The jet hose shall be a minimum of one (1) inch in diameter and shall be equipped with a sled to prevent the hose from traveling up a sewer lateral.

1.9.2. Pump truck shall have a minimum of 4,000 gallons storage capacity equipped with a truck-mounted vacuum system for removal of wastewater from the System. All pump trucks shall have a screen located at the suction end of the hoses. All pump trucks shall have a 4" ball valve with a 4" male cam-lock and a 4" female cam-lock adaptor to permit using pump station pumps for filling the trucks. Each pump truck shall arrive at the job site with a minimum of sixty (60) feet of suction hose in serviceable condition.

1.9.3. The Contractor's trucks shall have the ability to pump and vacuum wastewater from pump stations and tanks up to thirty-five (35) feet in depth.

1.9.4. The Contractor shall have access to the number of trucks able to pump and transport 40,000 gallons of wastewater per hour on an on-going basis if needed. A list of such equipment with pictures and housed location will be provided to the County upon request.



## **1.10 Transportation**

1.10.1. Contractor trucks, used pursuant to these specifications, shall arrive at jobsite without any contents in the storage unit.

1.10.2. The PM reserves the right to inspect Contractor trucks and equipment at any time during the Contract period.

1.10.3. The Contractor shall maintain all trucks utilized to perform services described herein in functioning condition.

1.10.4. The Contractor shall ensure that all trucks utilized pursuant to these specifications have the Contractor's name and/or logo prominently displayed on the vehicle for identification purposes.

1.10.5. Contractor shall comply with all Florida Department of Environmental Protection Standards. <https://floridadep.gov/waste/permitting-compliance-assistance/content/transporters-hazardous-and-universal-wastes>

1.10.6. Contractor employees who operate a motor vehicle pursuant to these specifications shall be properly licensed (class and endorsements) by the State of Florida for operation of that motor vehicle. Proof shall be provided to the County upon request.

## **1.11 Extra Crew**

1.11.1. The need and/or requirement for extra Contractor crew personnel is on an as-needed basis, dependent upon:

1.11.1.1. If the services are routine yet require an extra person

1.11.1.2. If the space is confined

1.11.1.3. The removal situation

1.11.2. Extra crew shall be pre-approved in writing by the PM.

## **1.12 Materials, Parts, and Equipment**

1.12.1. The Contractor shall provide all resources necessary to support routine and emergency services pursuant to the specifications.

1.12.2. These costs shall be included in line-item pricing and no additional costs will be paid by the County, with the exception of disposal fees.

## **1.13 Personnel and Attire**

1.13.1. The Contractor shall provide and maintain a cell phone allowing the PM to communicate with the Contractor twenty-four (24) hours a day, seven (7) days a week.

1.13.2. Prior to commencing any work, the Contractor shall furnish the PM with the name, telephone number, and e-mail address of its representative for the resulting Contract.

1.13.3. The Contractor shall report all changes of its representatives to the PM.

1.13.4. Contractor's staff shall always be appropriately dressed while performing services pursuant to these specifications. Attire includes shirts with sleeves identifying Contractor's company name in professional manner, closed-toe shoes, and long shorts or pants.

1.13.5. Staff performing services may be asked to leave County property if not properly attired.

1.13.6. The contractor shall have additional representatives that are available to provide coverage when their scheduled representative is unavailable.

#### **1.14 Safety**

1.14.1. The Contractor shall provide all measures to safeguard County property and its personnel.

1.14.2. All personnel shall wear personal protective equipment (PPE).

1.14.3. The Contractor shall immediately report, by phone or email, all injuries and all damages occurring to public or private property which are a result of the Contractor's performance pursuant to these specifications to the PM within 24 hours of the incident.

1.14.4. The Contractor shall repair/replace any such property damage at their own expense.

1.14.5. The Contractor shall employ all necessary measures, including strict adherence to Occupational Safety and Health Administration (OSHA) regulations for confined-space entry procedures.

#### **1.15 Clean-up and Restoration**

1.15.1 The Contractor shall provide all containment necessary to minimize any wastewater spills and/or leaks as a result of its operations.

1.15.2. The Contractor shall be responsible for the timely and thorough clean-up, at no additional cost to the County, of each wastewater spillage, leakage, or escape of wastewater contaminants, or other material resulting from the Contractor's operations or which is caused through the negligence or willful misconduct of the Contractor's officers, agents, personnel, or subcontractors.

1.15.3. The Contractor shall take all necessary precautions and measures to contain any wastewater spillage, leakage or escape, and prevent wastewater contaminants from entering any public or private storm water drainage system or bodies of water of the State.

1.15.4. In the event of a wastewater leak or spill, the Contractor shall be responsible for notifying the PM and required regulatory agencies by phone within 15 minutes of the event. The Contractor shall complete and submit the Hillsborough County Water Resources Department Sanitary Sewer Overflow (SSO)/Service Interruption Report (SIR) Report Form shown as Exhibit 1.

1.16.5. The County reserves the right to revise the SSO/SIR Report Form. The County will provide a revised Report Form to the Contractor as revisions are made.

1.15.6. The Contractor shall restore all work locations to conditions existing prior to call-out/servicing.

#### **1.16 Documentation of Services**

The Contractor shall submit to the PM, via email, the Service Form shown as Exhibit 2, within seven (7) calendar days following each wastewater service conducted.

#### **1.17 Contractor Payment**

1.17.1. Billable hours will be counted from the time of the Contractor arrival at the job site to the time disposal is completed at the disposal site.

1.17.2. If the Contractor is performing services as regular scheduled hours and that work extends past 4:00 p.m. for the same task, the hours billed past this point will be After Hours Work.

1.17.3. In all cases, the Contractor shall document service activities utilizing Exhibit 1 and Exhibit 2 as applicable.

#### **1.18 Calculation of Hours Worked**

1.18.1. Hours worked shall be calculated to the nearest half-hour as follows:

1.18.1.1. 01-14 minutes worked over each one-hour period shall not be counted.

1.18.1.2. 15-44 minutes worked after each one-hour period shall equal 0.5 hours

1.18.1.3. 45-59 minutes worked after each one-hour period shall equal 1 hour.

#### **1.19 Post Award Meeting**

After award and prior to commencing work, the Contractor shall meet with County personnel to discuss procedures, issues, and expectations regarding the execution of the work pursuant to these specifications.

#### **1.20 Preparation for Delivery**

1.20.1 The Contractor shall begin Regularly Scheduled Work within three (3) days after receipt of a Standard Purchase Order (SPO) or as otherwise scheduled by PM. 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.

1.20.2 The SPO shall provide the Contractor with a best estimate of the magnitude and extent of the scheduled work. County personnel may call upon the Contractor to provide an estimate of the services requested at no cost to the County.

1.20.3 When notified by the PM, the Contractor shall begin work within two (2) hours after each request is communicated to the Contractor by the Department for Wastewater Removal Services.

## **2. SPECIAL TERMS AND CONDITIONS**

### **2.1 Allowance**

2.1.1 An Allowance, in the amount of \$435,000.00, will be added to the total Bid amount for third party disposal fees.

2.1.2 The Contractor shall not add surcharges to third-party disposal fees.

2.1.3. The Contractor shall provide the disposal ticket or invoice of the third-party charges. These tickets/invoices shall be clearly marked as to location, weight, and amount charged.

2.1.4 Fees ordered through the Allowance are limited to the Fees listed above.

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

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

### **2.3 Insurance, Contractor**

2.3.1 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.

2.3.2 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.

2.3.3 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.

2.3.4 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.

2.3.5 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.

2.3.6 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.

2.3.7 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.

2.3.8 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.

2.3.9 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.

2.3.10 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.

2.3.11 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.

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

2.3.12.1 Workers' Compensation - Florida Statutory Requirements

2.3.12.2 Employer's Liability:

\$100,000 Limit Each Accident

\$100,000 Limit Disease Each Employee

\$100,000 Limit Disease Aggregate

2.3.12.3 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 Bodily Injury and Property Damages - Each Occurrence

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

\$5,000 Medical Expenses - Any One Person

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

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

\$2,000,000 General Aggregate

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

2.3.12.4 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:

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

2.3.12.5 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:

2.3.12.5.1 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.

2.3.12.5.2 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.

2.3.12.5.3 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.

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

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

2.3.12.8 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 \$0 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.

2.3.12.9 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.

2.3.13 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.

## **2.4 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)

2.5.1 Any reference in the solicitation to price adjustments or price escalations shall mean price decreases as well as increases unless otherwise stipulated. Unit prices or rates in contracts that are longer than twelve (12) months and include a provision for price adjustments based on movement in the U.S. Department of Labor's Consumer Price Index for All Urban Consumers (CPI-U) (1982-84=100) may be adjusted annually (contract redetermination period). The awarded unit prices or rates will be effective for one (1) beginning on the date of purchase order issuance or contract effective date, whichever is later. The awarded vendor may request unit price or rate adjustments no later than 30 days prior to the start of the next contract redetermination period. The unit prices or rates may be adjusted, up or down, based on the percentage movement of the "CPI for All Urban Consumers (CPI-U) 1982-84=100 (Unadjusted)" posted at <https://data.bls.gov/cgi-bin/surveymost?bls>.

2.5.2 The baseline index will be the month and year in which the contract begins. The adjustments will not be cumulative and will be computed from the original awarded (base) prices or rates. Adjustments shall be computed using the latest cited CPI-U that is published and available on the date the County receives the adjustment request in writing. The unit price(s) changed as a result of these adjustments shall become effective on the first day of the next contract redetermination period. Adjustments will not be retroactive or prorated. If an adjustment is requested during the term of the contract, the County reserves the right to also request an adjustment in the same prescribed manner, especially if the CPI-U decreases and it is deemed to be in the County's best interest. Price adjustments shall be accomplished using the simple percentage method, which will adjust the base rate by the same percentage as the percent change in the CPI-U. Following is an example of the calculation:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	122.2	123.7	125.1	126.6	127.4	126.9	126.7	126.7	127.5	127.5	128.1	128.2
2012	128.7	129.1	130.5	130.9	130.8	130.0	130.0	131.2	132.1	132.2	132.1	132.2
2013	131.8	132.4	132.9	132.2	132.2	132.8	132.7	132.9	132.9	133.0	133.0	133.3
2014	133.5	133.5	134.0	135.0	135.7	135.8	135.8	135.8	135.3	134.8	134.7	134.5
2015	133.0	132.1	132.6	132.3	132.9	133.0	132.9	132.2	131.8	131.4	132.1	131.7
2016	131.8	131.3	131.0	131.3	131.3	131.0	131.3	131.2	130.9	131.8	132.0	132.2
2017	132.5	132.8	132.6	132.8	133.2	133.3	133.7	134.8	135.9	135.8	137.0	137.9
2018	138.7	139.5	139.6	140.1	141.5	143.4	144.3	144.6	145.5	146.8	146.9	146.9
2019	147.1	146.6	146.3	145.8	146.8	147.1	146.4	146.3	146.0	146.2	147.7	147.5
2020	146.9	146.7	145.7	143.7	140.6	142.1	145.0	145.4	146.0	148.4	150.0	151.0
2021	151.8	154.5	157.4	159.9	164.2(P)	165.0(P)	165.3(P)	165.6(P)				

P : Preliminary. All indexes are subject to revision four months after original publication.

### Calculation Example

CPI2 = CPI-U at time of adjustment calculation (May 2019):

146.8



CPI1 = CPI-U at time base rate was awarded and set (June 2018):	143.4
CPI2/CPI1:	1.023
Base rate:	\$1,000.00
Multiplied by	1.023
Equals adjusted rate	\$1,023.00

For subsequent years, the base rate (CPI1) remains the same and the adjustment calculation will show the change from the base rate. Following shows the second adjustment using the example above:

CPI2 = CPI-U at time of adjustment calculation (May 2020):	140.6
CPI1 = CPI-U at time base rate was awarded and set (June 2018):	143.4
CPI2/CPI1:	0.980
Base rate:	\$1,000.00
Multiplied by	0.980
Equals adjusted rate	\$980.00

## 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

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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**

"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/Equal Employment Opportunity (AA/EEO) Compliance**

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 Offeror acknowledges and agrees that it shall comply with all applicable state and federal Affirmative Action/Equal Employment Opportunity (AA/EEO) requirements.

## **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-responsive 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:

<https://hcfl.gov/businesses/doing-business-with-hillsborough/vendors/vendor-policies-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. (Pre)**

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 submit items for

approval up to ten (10) Days prior to the Close Date in writing. If the items are approved, an Amendment will be issued and the approved products shall become part of the Specifications.

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:

<https://hcfl.gov/departments/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://hcfl.gov/businesses/doing-business-with-hillsborough>

#### **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 Bidder Must Provide County with Affidavit Denying Involvement with a Country of Concern**

4.31.1 Beginning January 1, 2024, if the resulting Contract with the Bidder will grant the Bidder/Contractor access to an individual's personal identifying information – e.g. driver's license, military ID, passport, social security number, etc.), then pursuant to Florida Statutes, Section 287.138(4)(a), the Bidder/entity must provide the County with an affidavit signed by an officer or representative of the entity, under penalty of perjury, attesting that the entity does not meet any of the criteria set forth in Florida Statutes, Section 287.138(2)(a) through (c); (i.e., an affidavit stating that (a) the Bidder/entity is not owned by the government of a Foreign Country of Concern, (b) the government of a

Foreign Country of Concern has no controlling interest in the Bidder/entity, and (c) the Bidder/entity is not organized under the laws of or does not have its principal place of business in a Foreign Country of Concern. **Said affidavit MUST be submitted with Bidder's Bid/offer.** 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.

4.31.2 Bidder is advised that per Florida Statutes, Section 287.138(4)(a), beginning January 1, 2024, the County cannot accept a bid on, a proposal for, or reply to, or enter into a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the County with aforementioned affidavit.

#### **4.32 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.

#### **4.33 Responsibility Reference(s) Request**

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

#### **4.34 Submittal Deadline**

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

#### **4.35 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.

#### **4.36 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.

#### **4.37 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@HCFL.gov,**

**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.

# DRUG-FREE WORKPLACE FORM

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

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

\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

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

<b>Producer, Address, Telephone No.</b>			<b>Insurers Affording Coverage</b>			
			Insurer A:			
			Insurer B:			
<b>Insured, Address</b>			Insurer C:			
			Insurer D:			
			Insurer E:			
<b>This is to certify that the insurance policies listed below have been issued to the insured and are in force at this time. It is further certified that these policies have been endorsed to provide that they will not be cancelled or changed so as to reduce the described coverages until 30 days after written notice of such cancellation or change has been delivered to the certificate holder at the address shown below.</b>						
Insr Ltr	Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits	
	<b>General Liability</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <input type="checkbox"/> _____ <input type="checkbox"/> _____  General Aggregate Limit Applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Loc				Each Occurrence	\$
					Fire Damage	\$
					Personal & Advertising Injury	\$
					General Aggregate	\$
					Products – Completed Operations Aggregate	\$
						\$
						\$
	<b>Automobile Liability</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> _____ <input type="checkbox"/> _____				Combined Single Limit (Each Accident)	\$
					Bodily Injury (Per Person)	\$
					Bodily Injury (Each Accident)	\$
					Property Damage (Per Accident)	\$
						\$
	<b>Garage Liability</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> _____				Auto Only – Ea Acc	\$
					Other than Ea Acc Auto Only:	\$
					Aggregate	\$
	<b>Excess Liability</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible <input type="checkbox"/> Retention \$ _____				Each Occurrence	\$
					Aggregate	\$
						\$
						\$
	<b>Workers' Compensation and Employer's Liability</b>				<input type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other	\$
					E. L. Each Accident	\$
					E. L. Disease – Ea Emp	\$
					E. L. Disease – Pol Limit	\$
	<b>Other</b> _____					\$
<input type="checkbox"/> Contractual Liability Coverage is Included in listed General and Auto Liability Policies. <input type="checkbox"/> "Hillsborough County, a political subdivision of the state of Florida" has been named as an Additional Insured on the listed General, Auto and Aircraft Liability Policies. <input type="checkbox"/> Listed General Liability Policies include a Separation of Insureds (severability of interests) provision. <input type="checkbox"/> Other Provisions/Limitations/Conditions:						
<b>Certificate Holder:</b> Hillsborough County - BOCC Risk Management Division 601 E. Kennedy Blvd, 26 <sup>th</sup> FL Tampa, FL 33602			<b>Fax No. 813-635-8284</b>		Authorized Representative: _____  Signature _____	



# Cindy Stuart

CLERK OF COURT & COMPTROLLER  
HILLSBOROUGH COUNTY

Subject: W-9 Solicitation

Dear Vendor:

To comply with new Internal Revenue Service (IRS) regulations regarding 1099 reporting, we are requesting that you complete the Substitute W-9 form on the reverse side of this letter. The information collected on this form will allow us to confirm that our records contain the official name of your business, the Tax Identification Number (TIN) that the IRS has on file for your business, and your business type. In addition, we are requesting that you let us know if you are a member of law enforcement (active or former), a firefighter, judge or any other protected status as defined by Florida Statute 119.071(4)(d). This information will assist us in keeping your data secure from public records requests.

If you are an Individual or a Sole Proprietor and do not have a Tax Identification Number for your business, please provide your name and Social Security Number (SSN) on the Substitute W-9 form.

**Florida Statute 119.071(5) and the Federal Privacy Act of 1974; collection of Social Security Numbers:**

*Hillsborough County Clerk of the Circuit Court collects your Social Security Number for the purpose of tax reporting to the Department of the Treasury, Internal Revenue Service, and for identity verification purposes. Florida Statute 119.071(5) and the Federal Privacy Act of 1974 requires that the Clerk notify you in writing of the reason for collecting this information which will be used for no other purpose than herein stated.*

**PRIVACY ACT NOTICE**

*Section 6109 of the Internal Revenue Code requires you to provide your correct TIN or SSN to persons who must file information returns with the IRS to report interest, dividends and certain other income paid to you. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. **You must provide your TIN or SSN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who doesn't give a TIN/SSN to a payer.***

You may return the completed form to us by fax at (813) 272-5544 or by mail to the following address:

Hillsborough County Clerk of the Circuit Court  
Financial Services / Clerk Accounting  
12<sup>th</sup> FL County Center  
PO Box 1110  
Tampa Florida 33601-1110

**Failure to provide this information to us by may result in backup withholding of 28% being deducted from your payment.**

If you have any questions regarding this request or the Substitute W-9 form, you may contact Hillsborough County Clerk of the Circuit Court, ServiceDesk Department at 813-307-8100 ext 7127.

**Equity. Transparency. Independence.**

### Request for Taxpayer Identification Number (TIN) And Certification

Please write legibly

1-NAME of INDIVIDUAL, business name, or sole proprietor's name (as registered with the IRS-Internal Revenue Service)		
2-BUSINESS NAME (DBA-doing business as), if different from above.		
3-CHECK ONE BOX to identify the type of business named above.  <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-profit 501(c) <input type="checkbox"/> Associations/Estate or Trust  <input type="checkbox"/> Government Entity (Exempt under section 501(a)) <input type="checkbox"/> Medical or Legal Corporation <input type="checkbox"/> Foreign Entity(fill out appropriate W-form)  <input type="checkbox"/> LLC-Limited Liability Company (If business listed on line 2 is an LLC, must also select an LLC type from below) [ ] Disregarded entity [ ] Partnership [ ] Corporation [ ] Individual/Sole Proprietor (enter owner/individual's name on line 1 above, business/DBA name on line 2)		
4-WITHHOLDING ( <i>Optional</i> ) <input type="checkbox"/> Already subject to backup withholding <input type="checkbox"/> Exempt from backup withholding		
<b>5-PROTECTED STATUS – Florida Statute 119.071(4)(d)</b>		
<b>Are you a member of law enforcement (active or former), a firefighter, judge or any other protected status as defined by Florida Statute 119.071(4)(d)?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
6-ADDRESS - Street (include apt # or suite number)		
City	State	ZIP
E-mail address		

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 your social security number (SSN). For other entities, it is your employee identification number (EIN).

SSN		TIN / EIN	
-----	--	-----------	--

**Under penalties of perjury, I certify that:**

1	The number shown on this form is my correct TIN (tax payer identification number) or I am waiting for a number to be issued to me, <u>and</u>
2	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 <u>and</u>
3	I am a U.S. citizen or other U.S. person (see definition below).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding

Sign here >		Date >	
-------------	--	--------	--

**Florida Statute 119.07 (5) and the Federal Privacy Act of 1974; Collection of Social Security Numbers**

The Hillsborough County Clerk of the Circuit Court collects your social security number for the purposes of tax reporting to the Department of the Treasury, Internal Revenue Service (IRS) and for identity verification purposes. Florida Statute 119.07 (5) and the Federal Privacy Act of 1974 require the Clerk to notify you in writing of the reason for collecting this information which will be used for no other purpose than herein stated.

**GENERAL INSTRUCTIONS** (section references are to the Internal Revenue Code unless otherwise noted).

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of the income from such business. Further, in certain cases where a form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**Exhibit 1 - Service Form**

**HILLSBOROUGH COUNTY WATER RESOURCES DEPARTMENT  
WASTEWATER REMOVAL SERVICES**

DATE OF SERVICE \_\_\_\_\_

SERVICE ADDRESS \_\_\_\_\_

TIME OF NOTICE \_\_\_\_\_

TIME ARRIVED AT LOCATION \_\_\_\_\_

TOTAL HOURS \_\_\_\_\_

*(Specify type of hours – Regularly Scheduled Hours, After Hours Work or Emergency)*

NUMBER ANY TYPE OF TRUCKS INVOLVED INCLUDING STORAGE CAPACITY OF EACH VEHICLE:

Number of Trucks Involved	Type of Truck Involved	Storage Capacity of Each Truck Involved
#		
#		
#		

GALLONS PUMPED: \_\_\_\_\_ (Total Gallons)

WASTEWATER DISPOSAL LOCATION: \_\_\_\_\_

**SIGNATURE OF COUNTY PROJECT MANAGER:**

X

**PRINTED NAME OF COUNTY PROJECT MANAGER:**

X

This form shall be completed **within three (3) calendar days** after services have been provided and sent to the Project Manager for concurrence and signature.

This form is subject to change and/or revision. Any and all changes will require prior approval by the Project Manager. Changes will not require contract modification.

## Report Date: 08/13/2024

Date of Event :	Type of Collection Systems : Separate systems
Time of Event :	
Facility Number or Location :	Method Used to Contain :
Facility Name:	Method Used to Remove :
Permit Number :	
Time Taken to Correct :	
Description of Source/Cause :	Description of Overflow :
Property Damage (if any)?	
Ultimate Destination of the Overflow :	
Cause of Discharge :	
Work Order Number(s) :	
Corrective Action or Plans to Eliminate Future Discharges :	
Duration and Volume of Overflow/Discharge (if unknown, estimate)	
Gallons of Overflow Recovered :	
Reported By (Name and Phone Number) :	
Investigated By (Name and Phone Number) :	
Problem Corrected:	Time:
<b>Regulatory Agency Notification (Date, Time, Name)</b>  NRC   (PH) 1-800-424-8802 SWP   (PH) 1-800-320-0519 DEP   (PH) 470-5700 - (PH) 470-5955 EPC   (PH) 627-2600 DOH   (PH) 307-8000 PUD Safety   (PH) 964-2734 (Cell) 733-2770 PUD Environmental   (PH) 612-7771 (PH) 612-7744	
If overflow was caused by <b>Contractor</b> , please provide the contact details:	



## Agenda Item Cover Sheet

Agenda Item N<sup>o</sup>: A-36

Meeting Date 2/5/2025

☒ Consent Section

☐ Regular Section

☐ Public Hearing

<b>Subject:</b> Award a three (3) year contract to the overall lowest, responsive, and responsible bidder for ongoing and as-needed wastewater removal and disposal services (ITB-25-00022) for the Water Resources Department at a total cost of \$3,064,554.00.			
<b>Department Name:</b> Procurement Services			
<b>Contact Person:</b> Scott Stromer		<b>Contact Phone:</b> 301-7095	
<b>Sign-Off Approvals:</b>			
<b>Tom Fesler</b>	<b>1/24/2025</b>	<b>Scott Stromer</b>	<b>1/23/2025</b>
Assistant County Administrator	Date	Department Director	Date
<b>Kevin Brickey</b>	<b>1/23/2025</b>	<b>Sacha Brown-Taylor</b>	<b>1/24/2025</b>
Management and Budget – Approved as to Financial Impact Accuracy	Date	County Attorney – Approved as to Legal Sufficiency	Date
<b>N/A</b>	<b>N/A</b>		
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 wastewater removal and disposal services (ITB-25-00022) for the Water Resources Department at a total cost of \$3,064,554.00. The subject services involve the removal and proper disposal of wastewater and foreign material generated at the Falkenburg Advanced Wastewater Treatment Plant, Northwest Regional Water Reclamation Facility, and various manholes throughout the County. In this case, there was limited availability of Certified Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) and Registered Small Business Enterprise (SBE) firms for the specified services; therefore, no DM/DWBE participation goal or SBE set-aside was established for this procurement. Although no DM/DWBE participation goal or SBE set-aside was established, the opportunity to submit a bid as a prime vendor was available to all DM/DWBE/SBE firms in this work category. 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 25.3% (\$1,039,017.00) lower than the requesting department's estimate. Effective competition and transparency were achieved using competitive sealed bidding for this procurement and the requesting department determined the offered pricing to be fair and reasonable based on previous purchases of similar services. The resulting contract will be made available to the Hillsborough County Governmental Purchasing Council.

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

[N] Additional Purchase Option(s)
List Attachments: Notice of Intent to Award, Department Recommendation for Award, Contract Documents

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

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

				Construcciones IMB LLC		Envirowaste Services Group, Inc.		Flotech Environmental, LLC	
Total Bid:				\$4,103,380.33		\$2,614,554.00		\$3,081,475.00	
Selected #:				0		18		0	
Allowance:				\$0.00		\$450,000.00		\$0.00	
Total Award:				\$0.00		\$3,064,554.00		\$0.00	
#	Items	Unit of Measure	Estimated Quantities	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	Routine Wastewater Removal Services - Pump Truck - Tanks In Service (7:00 a.m to 4:00 p.m., Monday through Friday)	Hour (s)	10	\$204.00	\$2,040.00	\$84.00	\$840.00	\$80.00	\$800.00
#0-2	Routine Wastewater Removal Services - Pump Truck - Tanks Out of Service (7:00 a.m to 4:00 p.m., Monday through Friday)	Hour (s)	4518	\$113.78	\$514,058.04	\$164.00	\$740,952.00	\$175.00	\$790,650.00
#0-3	Routine Wastewater Removal Services - Jet-Vac Truck - Tanks In Service (7:00 a.m to 4:00 p.m., Monday through Friday)	Hour (s)	10	\$156.45	\$1,564.50	\$84.00	\$840.00	\$80.00	\$800.00
#0-4	Routine Wastewater Removal Services - Jet-Vac Truck - Tanks Out of Service (7:00 a.m to 4:00 p.m., Monday through Friday)	Hour (s)	1580	\$170.00	\$268,600.00	\$185.00	\$292,300.00	\$175.00	\$276,500.00
#0-5	Extra Crew - Routine Pumping Services for Tanks In Service (7:00 a.m to 4:00 p.m., Monday through Friday)	Hour (s)	10	\$128.00	\$1,280.00	\$84.00	\$840.00	\$30.00	\$300.00
#0-6	Extra Crew - Routine Pumping Services for Tanks Out of Service (7:00 a.m to 4:00 p.m., Monday through Friday)	Hour (s)	3050	\$130.00	\$396,500.00	\$196.00	\$597,800.00	\$90.00	\$274,500.00
#0-7	After Hours - Wastewater Removal Services - Pump Truck - Tanks In Service (4:01 p.m. to 6:59 a.m.)	Hour (s)	10	\$156.45	\$1,564.50	\$84.00	\$840.00	\$90.00	\$900.00
#0-8	After Hours - Wastewater Removal Services - Pump Truck - Tanks Out of Service (4:01 p.m. to 6:59 a.m.)	Hour (s)	245	\$170.67	\$41,814.15	\$169.00	\$41,405.00	\$195.00	\$47,775.00
#0-9	After Hours - Wastewater Removal Services - Jet-Vac Truck - Tanks In Service (4:01 p.m. to 6:59 a.m.)	Hour (s)	10	\$227.58	\$2,275.80	\$84.00	\$840.00	\$80.00	\$800.00
#0-10	After Hours - Wastewater Removal Services - Jet-Vac Truck - Tanks Out of Service (4:01 p.m. to 6:59 a.m.)	Hour (s)	305	\$230.00	\$70,150.00	\$196.00	\$59,780.00	\$180.00	\$54,900.00
#0-11	Extra Crew - After Hours - Tanks In Service (4:01 p.m. to 6:59 a.m.)	Hour (s)	10	\$85.33	\$853.30	\$84.00	\$840.00	\$30.00	\$300.00
#0-12	Extra Crew - After Hours - Tanks Out of Service (4:01 p.m. to 6:59 a.m.)	Hour (s)	168	\$113.78	\$19,115.04	\$169.00	\$28,392.00	\$50.00	\$8,400.00
#0-13	Emergency/2 hour response time - Wastewater Removal Services - Pump Truck - Tanks In Service	Hour (s)	10	\$300.00	\$3,000.00	\$26.00	\$260.00	\$90.00	\$900.00
#0-14	Emergency/2 hour response time - Wastewater Removal Services - Pump Truck - Tank Out of Service	Hour (s)	8100	\$304.15	\$2,463,615.00	\$95.00	\$769,500.00	\$195.00	\$1,579,500.00
#0-15	Emergency/2 hour - Wastewater Removal Services - Jet-Vac Truck - Tanks In Service	Hour (s)	10	\$330.00	\$3,300.00	\$26.00	\$260.00	\$90.00	\$900.00
#0-16	Emergency/2 hour - Wastewater Removal Services - Jet-Vac Truck - Tanks Out of Service	Hour (s)	25	\$390.00	\$9,750.00	\$95.00	\$2,375.00	\$190.00	\$4,750.00
#0-17	Extra Crew - Emergency Call/2 hour response time - Tanks In Service	Hour (s)	10	\$360.00	\$3,600.00	\$26.00	\$260.00	\$30.00	\$300.00
#0-18	Extra Crew - Emergency Call/2 hour response time - Tanks Out of Service	Hour (s)	770	\$390.00	\$300,300.00	\$99.00	\$76,230.00	\$50.00	\$38,500.00





# Hillsborough County Florida

## PROCUREMENT SERVICES

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

DATE: December 26, 2024

TO: Lisa Rhea, Director, Water Resources Department

THROUGH: John Hollingshead, Managing Director, Procurement  
Services

FROM: Sharon Spellman, Chief Buyer

SUBJECT: Recommendation for Award for Solicitation No. ITB-25-00022 Wastewater Pumping and  
Disposal Services / Estimate \$4,103,571.00

## BOARD OF COUNTY COMMISSIONERS

Chris Boles  
Donna Cameron Cepeda  
Harry Cohen  
Ken Hagan  
Christine Miller  
Gwendolyn "Gwen" Myers  
Joshua Wostal

## COUNTY ADMINISTRATOR

Bonnie M. Wise

## COUNTY ATTORNEY

Christine M. Beck

## COUNTY INTERNAL AUDITOR

Melinda Jenzarli

## CHIEF FINANCIAL ADMINISTRATOR

Tom Fesler

### Response Due Date to Procurement: January 2, 2025

1. Bidder Name/Price: Envirowaste Services Group, Inc. \$2,614,554.00 + \$450,000.00 Allowances =  
\$3,064,554.00

2. Has recommended vendor(s) worked satisfactorily for the County performing similar services?

☒ YES ☐ NO (If NO, provide an explanation)

3. Reference checks are satisfactory: ☐ YES ☐ NO ☒ N/A (Only if YES to No. 2 above) (**Must** add an  
explanation)

Vendor currently provides these services and performs satisfactorily.

4. Are there mandatory qualifications listed in the Solicitation Document? ☐ YES ☒ NO (If YES, attach  
mandatory requirements)

5. Recommend award as responsive/responsible bidder(s) that meets all required mandatory  
requirements (if YES to No. 4 above): ☐ YES ☐ NO (If no, provide an explanation)

6. Request Next Bidder? ☐ YES ☒ NO

7. Provide a statement that addresses the reason(s) for your recommendation or rejection.

Vendor currently provides these services and performs satisfactorily and the expectation is that such  
services will continue through period of the awarded contract.

8. If recommending award, provide a justification for the +/- 3% variance of the award amount  
comparison to estimate (\$4,103,571.00).

## HCFL.GOV

G:\POG\Budget\CONTRACTS\Chemical & Procurement Bid Documents\WastewaterPumping&Disposal\2025 Procurement\Award Docs\ITB-25-  
00022 Award Recommendation-EWS.docx

The low bidder/current vendor did not increase their pricing from what is currently being charged via their contract. The Department anticipated an increase which was not seen, although the two competing vendors provided pricing closer to those estimated. The bid process provided competition and the WRD will not see an increase in the pricing from what they are currently being charged.

9. 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).

This contract shall provide wastewater pumping services to remove wastewater, sand, rags, grit and other foreign materials from various locations and dispose of all wastewater materials in accordance with Federal, State, and local regulations.

10. 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).

This contract will provide for the cleaning of tanks, lines and structures associated with the collection and treatment of wastewater. This contract will also provide emergency pumping to prevent wastewater spills and to clean up areas where wastewater spills might occur.

11. Funding: ☒ Operating ☐ Grant: Grant Title ☐ Capital Project No(s): [Click or tap here to enter text.](#)

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**Project Manager:** *Deborah Andrews* **Date:** 12/30/2024

**Fiscal Impact Statement Approved by Management and Budget** (**Must** fill in the XXXX area)

Funding for this procurement is available in the approved budget for 2025, and purchase orders will only be issued against approved budgets.

**Fiscal Approved By:** *Damon Boggs* **Date:** 12/30/2024

*KG* **Recommendation Approved By:** *[Signature]* **Date:** 12/31/2024  
Department Director/Designee

Attachment(s)

Pre-Liminary Bid Tabulation

## Question Set 1: Bidder Requirements/Acknowledgements

#	Question	Response	Comment	Status
<b>Affirmations</b>				
1.1.1	Company Name	Envirowaste Services Group, Inc.		Complete
1.1.2	Federal Employer Identification Number (FEIN)	65-0829090		Complete
1.1.3	Name of person submitting the Bid.	John Rinehart		Complete
1.1.4	Title of person submitting the Bid.	Estimator		Complete
1.1.5	I represent that I am at least eighteen (18) years of age.	Yes		Complete
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		Complete
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		Complete
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		Complete
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		Complete
<b>The above-named Bidder affirms and declares:</b>				
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		Complete
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		Complete
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		Complete
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		Complete

1.2.5	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.	Yes		Complete
1.2.6	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.	Yes		Complete
1.2.7	Bidder acknowledges and understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services that are One Million Dollars (\$1,000,000) or more, if such company is (i) engaged in business operations in Cuba or Syria, (ii) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (iii) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473). Bidder hereby certifies that Bidder (i) is not engaged in business operations in Cuba or Syria, (ii) is not on the Scrutinized Companies that Boycott Israel List, (iii) is not on the Scrutinized Companies with Activities in Sudan List, and (iv) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Bidder acknowledges and understands that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject Bidder to civil penalties, attorneys' fees and/or costs.	Yes		Complete
1.2.8	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.	Yes		Complete
General Requirements				
1.3.1	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.	Electronic		Complete
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?  The Bidder's choice to make the contract available (or not) will NOT be considered in the award of the Bid.	Yes		Complete

1.3.3	<p>Bidder requests to opt out of payment from the County by direct deposit through the ACH electronic payment solution.</p> <p>Note: If Bidder is already enrolled in the County's ACH solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.</p> <p>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.</p>	No		Complete
20 Questions		100.00% Complete		

## Responses

Success: All data is valid!

					Numeric	
Status	#	Item	Unit of Measure	Estimated Quantities	Unit Price	Total Cost
Success: All values provided	#0-1	Routine Wastewater Removal Services - Pump Truck - Tanks In Service (7:00 a.m to 4:00 p.m., Monday through Friday)	Hour (s)	10	\$ 84.00	\$ 840.00
Success: All values provided	#0-2	Routine Wastewater Removal Services - Pump Truck - Tanks Out of Service (7:00 a.m to 4:00 p.m., Monday through Friday)	Hour (s)	4518	\$ 164.00	\$ 740,952.00
Success: All values provided	#0-3	Routine Wastewater Removal Services - Jet-Vac Truck - Tanks In Service (7:00 a.m to 4:00 p.m., Monday through Friday)	Hour (s)	10	\$ 84.00	\$ 840.00
Success: All values provided	#0-4	Routine Wastewater Removal Services - Jet-Vac Truck - Tanks Out of Service (7:00 a.m to 4:00 p.m., Monday through Friday)	Hour (s)	1580	\$ 185.00	\$ 292,300.00
Success: All values provided	#0-5	Extra Crew - Routine Pumping Services for Tanks In Service (7:00 a.m to 4:00 p.m., Monday through Friday)	Hour (s)	10	\$ 84.00	\$ 840.00
Success: All values provided	#0-6	Extra Crew - Routine Pumping Services for Tanks Out of Service (7:00 a.m to 4:00 p.m., Monday through Friday)	Hour (s)	3050	\$ 196.00	\$ 597,800.00
Success: All values provided	#0-7	After Hours - Wastewater Removal Services - Pump Truck - Tanks In Service (4:01 p.m. to 6:59 a.m.)	Hour (s)	10	\$ 84.00	\$ 840.00

Success: All values provided	#0-8	After Hours - Wastewater Removal Services - Pump Truck - Tanks Out of Service (4:01 p.m. to 6:59 a.m.)	Hour (s)	245	\$ 169.00	\$ 41,405.00
Success: All values provided	#0-9	After Hours - Wastewater Removal Services - Jet-Vac Truck - Tanks In Service (4:01 p.m. to 6:59 a.m.)	Hour (s)	10	\$ 84.00	\$ 840.00
Success: All values provided	#0-10	After Hours - Wastewater Removal Services - Jet-Vac Truck - Tanks Out of Service (4:01 p.m. to 6:59 a.m.)	Hour (s)	305	\$ 196.00	\$ 59,780.00
Success: All values provided	#0-11	Extra Crew - After Hours - Tanks In Service (4:01 p.m. to 6:59 a.m.)	Hour (s)	10	\$ 84.00	\$ 840.00
Success: All values provided	#0-12	Extra Crew - After Hours - Tanks Out of Service (4:01 p.m. to 6:59 a.m.)	Hour (s)	168	\$ 169.00	\$ 28,392.00
Success: All values provided	#0-13	Emergency/2 hour response time - Wastewater Removal Services - Pump Truck - Tanks In Service	Hour (s)	10	\$ 26.00	\$ 260.00
Success: All values provided	#0-14	Emergency/2 hour response time - Wastewater Removal Services - Pump Truck - Tank Out of Service	Hour (s)	8100	\$ 95.00	\$ 769,500.00
Success: All values provided	#0-15	Emergency/2 hour - Wastewater Removal Services - Jet-Vac Truck - Tanks In Service	Hour (s)	10	\$ 26.00	\$ 260.00
Success: All values provided	#0-16	Emergency/2 hour - Wastewater Removal Services - Jet-Vac Truck - Tanks Out of Service	Hour (s)	25	\$ 95.00	\$ 2,375.00

Success: All values provided	#0-17	Extra Crew - Emergency Call/2 hour response time - Tanks In Service	Hour (s)	10	\$ 26.00	\$ 260.00
Success: All values provided	#0-18	Extra Crew - Emergency Call/2 hour response time - Tanks Out of Service	Hour (s)	770	\$ 99.00	\$ 76,230.00
Basket Total						\$ 2,614,554.00
Grand Total						\$ 2,614,554.00



Question Set 1: General Requirements

#	Question	Response		Comment	Status
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		Complete
1 Questions		100.00% Complete			

# 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.

x



Offeror's Signature

12/18/2024

Date

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/30/2024

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).

<b>PRODUCER</b> <b>USI Insurance Services, LLC/CL</b> <b>201 Alhambra Circle, Suite 900</b> <b>Coral Gables, FL 33134-5108</b> <b>305 669-6000</b>		<b>CONTACT NAME:</b> Laura or Yomie <b>PHONE (A/C, No, Ext):</b> 305 669-6000 <b>E-MAIL ADDRESS:</b> laura.wilkeson@usi.com <b>FAX (A/C, No):</b> 305-669-6030	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A : Ironshore Specialty Insurance Co</b>	
		<b>INSURER B : Federal Insurance Company</b>	
		<b>INSURER C : Aspen American Insurance Company</b>	
		<b>INSURER D : Nautilus Insurance Company</b>	
		<b>INSURER E : Colony Insurance Company</b>	
		<b>INSURER F : AXIS Surplus Insurance Company</b>	
<b>INSURED</b> <b>Envirowaste Services Group, Inc</b> <b>18001 Old Cutler Road, Ste 643</b> <b>Miami, FL 33157</b>		<b>NAIC #</b> <b>25445</b> <b>20281</b> <b>43460</b> <b>17370</b> <b>39993</b> <b>26620</b>	

**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 <input checked="" type="checkbox"/> BI/PD Ded:\$50,000 <input checked="" type="checkbox"/> ContractorsPollution GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	IEPUW0031119600	07/31/2024	07/31/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 Pollution \$Included
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	54326742	07/31/2024	07/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE	X	X	XSCUW0031119700	07/31/2024	07/31/2025	EACH OCCURRENCE \$15,000,000
D		X	X	FFX204422810	07/31/2024	07/31/2025	AGGREGATE \$15,000,000
E	DED RETENTION \$	X	X	EXO4267440	07/31/2024	07/31/2025	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	54326743	07/31/2024	07/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Inland Marine	X	X	IM00T6N24	07/31/2024	07/31/2025	Scheduled/Leased/Rented
F	Excess Liability	X	X	ELZ668779012024	07/31/2024	07/31/2025	Included

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

**Information Purposes****CERTIFICATE HOLDER****CANCELLATION**

Proof of Insurance

XXXXXXXXXX XXXXXXXXXXXX

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



**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  Envirowaste Services Group, Inc.	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.  18001 Old Cutler Bay Road, Suite 643	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code  Palmetto Bay, FL 33157		
<b>7</b> List account number(s) here (optional)		

**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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
			-				-		
<b>or</b>									
<b>Employer identification number</b>									
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.

<b>Sign Here</b>	<b>Signature of U.S. person</b> <i>Marc L Bourhis</i>	<b>Date</b> 10/31/24
------------------	---	----------------------

**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](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



# ITB-25-00022 - Wastewater Pumping and Disposal Services

Hillsborough County [Back to list](#)



## Project Details

**Project:** Wastewater Pumping and Disposal Services

March 2025

prev

next

**Ref. #:** ITB-25-00022

**Type:** ITB

**Status:** CLOSED

**Open Date:** Nov 21st 2024, 4:30 PM EST

**Intent to Bid Due Date:** Dec 19th 2024, 2:00 PM EST

**Questions Due Date:** Never

[Ask a question](#)

**Close Date:** Dec 19th 2024, 2:00 PM EST

**Days Left:** Submissions are now closed

### Project Description:

Hillsborough County Water Resources Department (WRD) seeking competitive sealed bids from qualified Contractors to provide all labor, tools, equipment and materials necessary to perform wastewater removal services, wastewater disposal services, and foreign material disposal services.

**Estimated Project Budget:** \$4,103,571.00



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**Important Events:**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
23	24	25	26	27	28	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5



Status	Event Name	Location	Description		
ONGOING	Questions Due Date	Online Portal	The Q and A Period for this Opportunity is Ongoing	Never	N/A
PASSED	Open Date	Online Portal	Posting date for the Opportunity	Nov 21st 2024, 4:30 PM EST	N/A
PASSED	Close Date	Online Portal	Deadline for Submissions	Dec 19th 2024, 2:00 PM EST	N/A
PASSED	Intent to Bid Due Date	Online Portal	Deadline to indicate your intent to Bid	Dec 19th 2024, 2:00 PM EST	Yes

**Commodity Codes:**

NIGP 968 Public Works And Related Services

**Supporting Documentation:**

Download All Files

Search

File		Type	Description
Drug Free Workplace Form.doc	Documentation	Provide Upon County's Request.	Mar 28th 2023, 3:31 PM EDT <a href="#">Download</a>
Exhibit 1 Service Form.docx	Documentation	Exhibit 1	Nov 21st 2024, 3:10 PM EST <a href="#">Download</a>
Exhibit 2 SSO-SIR Report.docx.pdf	Documentation	Exhibit 2	Nov 21st 2024, 3:11 PM EST <a href="#">Download</a>
Insurance Certificate.doc	Documentation	Provide Upon County's Request.	Mar 28th 2023, 3:31 PM EDT <a href="#">Download</a>
ITB-25-00022 Complete Contract File.pdf	Documentation	ITB-25-00022 Complete Contract File	Feb 5th 2025, 11:08 AM EST <a href="#">Download</a>
ITB-25-00022 Wastewater Pumping and Disposal Services.pdf	Documentation	Solicitation Terms and Conditions	Nov 21st 2024, 3:08 PM EST <a href="#">Download</a>
NOITA ITB-25-00022 Wastewater Pumping and Disposal Services.pdf	Other	Document - Notice of Intent to Award	Jan 2nd 2025, 9:54 AM EST <a href="#">Download</a>
Preliminary Bid Tabulation ITB-25-00022 Wastewater Pumping and Disposal Services.pdf	Other	Document - Preliminary Bid Tabulation	Dec 19th 2024, 3:58 PM EST <a href="#">Download</a>
Substitute W-9 Revised 07.29.2022.pdf	Documentation	Provide Upon County's Request.	Mar 28th 2023, 3:31 PM EDT <a href="#">Download</a>

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Name		Type	# Files	Requirement	Instru
ITB-25-00022 Wastewater Pumping and Disposal Services (BT-07FT)	BidTable: Excel (.xlsx)	1 REQUIRED		You will need to fill out the provided Response Template for this BidTable.	<a href="#">Download</a>
Bidder Requirements/Acknowledgements (Q-07JX)	Questionnaire: Excel (.xlsx)	1 REQUIRED		You will need to fill out the provided Response Template for this Questionnaire.	<a href="#">Download</a>
Deviation(s) (Q-18DO)	Questionnaire: Excel (.xlsx)	1 OPTIONAL		You will need to fill out the provided Response Template for this Questionnaire.	<a href="#">Download</a>
Drug Free Workplace Form	File Type: Any (*)	1 OPTIONAL			
Insurance Certificate	File Type: Any (*)	Multiple OPTIONAL			
Substitute W-9	File Type: PDF (.pdf)	Multiple OPTIONAL			

## Award Notices:

Vendor	Date Awarded	
Envirowaste Services Group, Inc.	Feb 5th 2025, 9:00 AM EST	\$3,064,554.00
		<a href="#">View Award</a>

## Document Takers

Vendors	# Files	Website Address	Actions
AMAC INC	<a href="#">1</a>	amacfl.com	<a href="#">View</a>
BBR Printers	<a href="#">161</a>		<a href="#">View</a>
Biotech Restorations Florida	<a href="#">11</a>	www.biotechrestorationsfl.com	<a href="#">View</a>
Bulk 3 trial Inc	<a href="#">7</a>		<a href="#">View</a>

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# Portal Submissions

Ari G.

			<a href="#">View</a>
Clean harbors environmental services inc	2	<a href="https://www.cleanharbors.com/about-us">https://www.cleanharbors.com/about-us</a>	<a href="#">View</a>
Construcciones IMB LLC	10	<a href="http://construccionesimb.com">construccionesimb.com</a>	<a href="#">View</a>
Constructconnect	8		<a href="#">View</a>
Construction Bid Source	2	<a href="https://www.constructionbidsource.com/">https://www.constructionbidsource.com/</a>	<a href="#">View</a>
Deltek	6	<a href="http://deltek.com">deltek.com</a>	<a href="#">View</a>
Eagle Dynamic Solutions LLC	1	<a href="http://www.eagledynamicsolutions.com">www.eagledynamicsolutions.com</a>	<a href="#">View</a>
Envirobidnet.com	1		<a href="#">View</a>
Envirowaste Services Group, Inc.	15	<a href="http://EWSG.com">EWSG.com</a>	<a href="#">View</a>
EWSG	2	<a href="http://ewsg.com">ewsg.com</a>	<a href="#">View</a>
FabTech water and wastewater	21		<a href="#">View</a>
Flotech Environmental, LLC	16	<a href="https://flotechenvironmental.com/">https://flotechenvironmental.com/</a>	<a href="#">View</a>
GWP Construction Inc	1		<a href="#">View</a>
Hinterland Group Inc.	1	<a href="http://www.hinterlandgroup.com">www.hinterlandgroup.com</a>	<a href="#">View</a>
Innovative Pipeline Systems	1	<a href="http://inpipesys.com">inpipesys.com</a>	<a href="#">View</a>
Jacobs Engineering Group Inc.	1	<a href="http://www.jacobs.com">www.jacobs.com</a>	<a href="#">View</a>
Kamminga & Roodvoets, Inc.	2	<a href="http://kammingaroodvoets.com">kammingaroodvoets.com</a>	<a href="#">View</a>
Lakeshore Learning Materials, LLC	24	<a href="https://www.lakeshorelearning.com/">https://www.lakeshorelearning.com/</a>	<a href="#">View</a>
Leal estate	1	<a href="http://Petchefy.com">Petchefy.com</a>	<a href="#">View</a>
M8 Management LLC	4	<a href="https://m8managementllc.com">https://m8managementllc.com</a>	<a href="#">View</a>
Polk County BoCC	23		<a href="#">View</a>
Pow 3 rve Technologies Inc.	2	<a href="http://powerservetech.com">powerservetech.com</a>	<a href="#">View</a>

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Portal

Submissions

Ari G.

			view
Production Distribution	3	thelightingdudes.com	View
Republic Services	6		View
Safety-Kleen Systems Inc	3		View
Smartprocure Inc	18		View
ssdfdf	3		View
U.S. Submergent Technologies, LLC	3	ussubmergent.com	View
Veith Engineering & Business Solutions	5	https://veithsolutions.com/	View
VendorLink, LLC	9	mylinksystems.com	View

Messages

Public Notices (4\*)

()

Vendor Discussions (0)

()

Search

Search...

Sharon Spellman

Notice of Intent to Award

Good morning. Please see the attached Notice of Intent to Award for ITB-25-00022. Thank yo...

9:54 AM

Sharon Spellman

Preliminary Bid Tabulation

Good afternoon. Please see the attached Preliminary Bid Tabulation for ITB-25-00022. Thank ...

3:58 PM

Sharon Spellman

Bids Due in Two Days

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[Skip Top Navigation](#) rning. Just a friendly reminder that bids are due on December 19, 2024 at 2pm EST. ...

10:05 AM



**Good morning. Just a friendly reminder that bids are due on December 19, 2024 at 2pm EST. ...**  
**10:31 AM**

**Click New Public Notice or click a conversation on the left to see message here.**

## Submission

This project is not open for proposal submissions at this time.

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