



Agenda Item Cover Sheet

Agenda Item N^o: A-43

Meeting Date 5/20/2026

Consent Section

Regular Section

Public Hearing

Subject: Award a five (5) year contract to the overall lowest, responsive, and responsible bidder for ongoing and as-needed yard and wood waste processing at the Northwest Yard Waste Processing Facility and the South County Yard Waste Processing Facility (ITB-25-00331) for the Solid Waste Management Department at a total cost of \$22,502,358.00.			
Department Name: Procurement Services			
Contact Person: Scott Stromer		Contact Phone: 301-7095	
Sign-Off Approvals:			
George Cassady	5/8/2026	Scott Stromer	5/7/2026
Assistant County Administrator	Date	Department Director	Date
Kevin Brickey	5/7/2026	Sacha Brown	5/7/2026
Management and Budget –	Date	County Attorney –	Date
Approved as to Financial Impact Accuracy		Approved as to Legal Sufficiency	
N/A	N/A		
Deputy or Chief County Administrator	Date		

Staff's Recommended Board Motion:
Award a five (5) year contract to the overall lowest, responsive, and responsible bidder, Consolidated Resource Recovery, Inc., d/b/a Veransa Group, for ongoing and as-needed yard and wood waste processing at the Northwest Yard Waste Processing Facility and the South County Yard Waste Processing Facility (ITB-25-00331) for the Solid Waste Management Department at a total cost of \$22,502,358.00. Additionally, reject the bids submitted by Gaston Tree Debris Recycling, LLC; and South East Mowing, LLC, for failing to comply with the terms and conditions of the solicitation. Also, direct the Clerk of Court & Comptroller to date the payment and performance bonds as of the date of agreement execution, retain one (1) set of original bonds for Board Records; and send one (1) original set of bonds to the contractor at the address listed on the bonds. In this case, there was limited availability of Registered Small Business Enterprise (SBE) Program firms for the specified services; therefore, no SBE Program participation goal or set-aside was established for this procurement. Although no SBE Program participation goal or set-aside was established, the opportunity to submit a bid as a prime vendor was available to all 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 8.7% higher than the requesting department's estimate. The higher-than-expected pricing is likely due to recent inflation in the cost of labor and fuel. Effective competition and transparency were achieved through the use of competitive sealed bidding for this procurement, and the requesting department ultimately determined the pricing to be fair and reasonable when compared with previous contracts, contracts from other municipalities, published pricing, and current market conditions. The subject services include receiving, managing, processing,

and transporting the yard and wood waste brought to County facilities by both residential and commercial customers. Moreover, the services will ensure the County remains compliant with Environmental Protection Commission (EPC) and/or Florida Department of Environmental Protection (FDEP) permits. The resulting contract will be made available to the Hillsborough County Governmental Purchasing Council.

DELEGATIONS TO DIRECTOR OF PROCUREMENT:

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

Unilateral Extensions

Unilateral Renewals

Additional Purchase Option(s)

List Attachments: Notice of Intent to Award, Department Award Recommendation, Vendor Letters, Contract Documents

Notice of Intent to Award- Invitation to Bid ITB-25-00331- Yard and Wood Waste Processing

Date Posted: February 6, 2026

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

	Circular Services Organics, LLC	GASTON TREE DEBRIS RECYCLING, LLC	South East Mowing LLC	Consolidated Resource Recovery, Inc. d/b/a Veransa Group
Total Cost	\$26,998,433.00	\$23,098,677.72	\$6,177,585.50	\$22,308,358.00
Northwest Total	\$15,979,521.50	\$14,247,538.86	\$442,995.00	\$13,136,720.00
South Total	\$11,018,911.50	\$8,851,138.86	\$5,734,590.50	\$9,171,638.00
Allowance	\$0.00	\$0.00	\$0.00	\$194,000.00
Total Award	\$0.00	\$0.00	\$0.00	\$22,502,358.00
Note:		Note: In accordance with Solicitation Document, Section 2, (Special Terms and Conditions) Paragraph 2.2 (Basis of Award), Bidder deemed nonresponsive for the failure to submit a bid on all line items in a Group.	Note: In accordance with Solicitation Document, Section 2, (Special Terms and Conditions) Paragraph 2.2 (Basis of Award), Bidder deemed nonresponsive for the failure to submit a bid on all line items in a Group.	Note: Award Groups one (1) and two (2).

#	Items	Unit of Measure	Estimated Quantities	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
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1 Northwest Yard Waste Processing Facility											
#1-1	NWYWPF disposal at SCLF Borrow Pit or Compost Site - Managing, Receiving, Processing (grinding), loading and transporting	Ton (s)	500	\$49.37	\$24,685.00	\$38.00	\$19,000.00	No Bid	No Bid	\$42.57	\$21,285.00
#1-2	NWYWPF disposal at Contractor's Disposal Site - Managing, Receiving, Processing (grinding), loading, and transporting	Ton (s)	300000	\$49.37	\$14,811,000.00	\$46.00	\$13,800,000.00	No Bid	No Bid	\$39.90	\$11,970,000.00
#1-3	NWYWPF Managing, Receiving, Processing (grinding), loading, NO HAULING. (County provides hauling)	Ton (s)	10000	\$30.62	\$306,200.00	\$27.00	\$270,000.00	No Bid	No Bid	\$23.16	\$231,600.00
#1-4	NWYWPF - Charge for re-tooling/changing screens as requested and to meet the County's requirements for composting	Each	5	\$9,000.00	\$45,000.00	\$200.00	\$1,000.00	No Bid	No Bid	\$1.00	\$5.00
#1-5	(Beginning of Contract Transition) NWYWPF Processing (grinding) of yard waste material already on site	Ton (s)	2000	\$30.62	\$61,240.00	\$27.00	\$54,000.00	No Bid	No Bid	\$23.16	\$46,320.00
#1-6	(Beginning of Contract Transition) NWYWPF Hauling of processed yard waste material already on site for disposal at the SCLF Borrow Pit	Ton (s)	2000	\$18.75	\$37,500.00	\$23.00	\$46,000.00	No Bid	No Bid	\$19.41	\$38,820.00
#1-7	End of Contract Transition) NWYWPF Managing, Receiving and Processing (grinding) of inbound yard waste material (No hauling)	Ton (s)	2000	\$30.62	\$61,240.00	\$27.00	\$54,000.00	No Bid	No Bid	\$23.16	\$46,320.00
#1-8	NWYWPF Emergency Disaster Event Labor Rates - Yard Waste Contract Manager	Hour (s)	5	\$75.00	\$375.00	\$99.91	\$499.56	No Bid	No Bid	\$80.00	\$400.00
#1-9	NWYWPF Emergency Disaster Labor Rates - Administrative Assistant	Hour (s)	5	\$45.50	\$227.50	\$60.61	\$303.06	No Bid	No Bid	\$50.00	\$250.00
#1-10	NWYWPF Emergency Disaster Labor Rates - Accountant	Hour (s)	5	\$71.50	\$357.50	\$95.24	\$476.22	No Bid	No Bid	\$75.00	\$375.00
#1-11	NWYWPF Emergency Disaster Labor Rates - Facilities Manager	Hour (s)	5	\$58.50	\$292.50	\$77.93	\$389.64	No Bid	No Bid	\$65.00	\$325.00
#1-12	NWYWPF Emergency Disaster Labor Rates - Facilities Safety Officer	Hour (s)	5	\$52.00	\$260.00	\$69.28	\$346.38	No Bid	No Bid	\$60.00	\$300.00
#1-13	NWYWPF Emergency Disaster Labor Rates - Site Supervisor	Hour (s)	5	\$52.00	\$260.00	\$69.28	\$346.38	No Bid	No Bid	\$60.00	\$300.00
#1-14	NWYWPF Emergency Disaster Labor Rates - Spotter	Hour (s)	5	\$36.40	\$182.00	\$48.49	\$242.46	No Bid	No Bid	\$40.00	\$200.00
#1-15	NWYWPF Emergency Disaster Labor Rates - Equipment Operator	Hour (s)	5	\$45.50	\$227.50	\$60.61	\$303.06	No Bid	No Bid	\$50.00	\$250.00
#1-16	NWYWPF Emergency Disaster Labor Rates - Temporary Laborer	Hour (s)	5	\$36.40	\$182.00	\$48.49	\$242.46	No Bid	No Bid	\$40.00	\$200.00
#1-17	NWYWPF Emergency Disaster Labor Rates - Maintenance/Refueling Operator	Hour (s)	5	\$58.50	\$292.50	\$77.93	\$389.64	No Bid	No Bid	\$65.00	\$325.00
#1-18	Contingency Transportation of Municipal Solid Waste from the Northwest Transfer Station for disposal at the SCLF	Ton (s)	10500	\$18.75	\$196,875.00	No Bid	No Bid	\$14.99	\$157,395.00	\$23.81	\$250,005.00
#1-19	Contingency Transportation of Municipal Solid Waste from the Northwest Transfer Station for disposal at the RRF	Ton (s)	10500	\$13.75	\$144,375.00	No Bid	No Bid	\$9.60	\$100,800.00	\$16.81	\$176,505.00
#1-20	Contingency Transportation of Municipal Solid Waste from the South County Transfer Station for disposal at the SCLF	Ton (s)	10500	\$13.75	\$144,375.00	No Bid	No Bid	\$8.80	\$92,400.00	\$16.81	\$176,505.00
#1-21	Contingency Transportation of Municipal Solid Waste from the South County Transfer Station for disposal at the RRF	Ton (s)	10500	\$13.75	\$144,375.00	No Bid	No Bid	\$8.80	\$92,400.00	\$16.81	\$176,505.00
Northwest Total					\$15,979,521.50		\$14,247,538.86		\$442,995.00		\$13,136,720.00

Notice of Intent to Award- Invitation to Bid ITB-25-00331- Yard and Wood Waste Processing

Date Posted: February 6, 2026

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>

	Circular Services Organics, LLC	GASTON TREE DEBRIS RECYCLING, LLC	South East Mowing LLC	Consolidated Resource Recovery, Inc. d/b/a Veransa Group
Total Cost	\$26,998,433.00	\$23,098,677.72	\$6,177,585.50	\$22,308,358.00
Northwest Total	\$15,979,521.50	\$14,247,538.86	\$442,995.00	\$13,136,720.00
South Total	\$11,018,911.50	\$8,851,138.86	\$5,734,590.50	\$9,171,638.00
Allowance	\$0.00	\$0.00	\$0.00	\$194,000.00
Total Award	\$0.00	\$0.00	\$0.00	\$22,502,358.00
Note:		Note: In accordance with Solicitation Document, Section 2, (Special Terms and Conditions) Paragraph 2.2 (Basis of Award), Bidder deemed nonresponsive for the failure to submit a bid on all line items in a Group.	Note: In accordance with Solicitation Document, Section 2, (Special Terms and Conditions) Paragraph 2.2 (Basis of Award), Bidder deemed nonresponsive for the failure to submit a bid on all line items in a Group.	Note: Award Groups one (1) and two (2).

#	Items	Unit of Measure	Estimated Quantities	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
2 South County Yard Waste Processing Facility											
#2-1	SCYWPF disposal to SCLF Borrow Pit or Compost Site - Managing, Receiving, Processing (grinding), loading and transporting	Ton (s)	200000	\$49.37	\$9,874,000.00	\$42.00	\$8,400,000.00	\$25.89	\$5,178,000.00	\$39.79	\$7,958,000.00
#2-2	SCYWPF disposal to Contractor's Disposal Site - Managing, Receiving, Processing (grinding), loading and transporting	Ton (s)	5000	\$49.37	\$246,850.00	\$46.00	\$230,000.00	No Bid	No Bid	\$48.76	\$243,800.00
#2-3	SCYWPF Managing, Receiving, Processing (grinding), loading, NO HAULING. (County provides hauling)	Ton (s)	5000	\$34.37	\$171,850.00	\$32.00	\$160,000.00	\$16.72	\$83,600.00	\$26.85	\$134,250.00
#2-4	SCYWPF - Charge for re-tooling/changing screens as requested and to meet the County's requirements for composting	Each	3	\$9,000.00	\$27,000.00	\$200.00	\$600.00	\$1.00	\$3.00	\$1.00	\$3.00
#2-5	(Beginning of Contract Transition) SCYWPF Processing (grinding) of yard waste material already on site	Ton (s)	1000	\$34.37	\$34,370.00	\$27.00	\$27,000.00	\$9.79	\$9,790.00	\$26.85	\$26,850.00
#2-6	(Beginning of Contract Transition) SCYWPF Hauling of processed yard waste material already on site for disposal at the SCLF Borrow Pit	Ton (s)	1000	\$15.00	\$15,000.00	\$14.00	\$14,000.00	\$10.00	\$10,000.00	\$12.94	\$12,940.00
#2-7	(End of Contract Transition) SCYWPF Site Managing, Receiving and Processing (grinding) of inbound yard waste material (No hauling)	Ton (s)	500	\$34.37	\$17,185.00	\$32.00	\$16,000.00	\$16.72	\$8,360.00	\$26.85	\$13,425.00
#2-8	SCYWPF Emergency Disaster Event Labor Rates - Yard Waste Contract Manager	Hour (s)	5	\$75.00	\$375.00	\$99.91	\$499.56	\$40.50	\$202.50	\$80.00	\$400.00
#2-9	SCYWPF Emergency Disaster Labor Rates -Administrative Assistant	Hour (s)	5	\$45.50	\$227.50	\$60.61	\$303.06	\$30.50	\$152.50	\$50.00	\$250.00
#2-10	SCYWPF Emergency Disaster Labor Rates -Accountant	Hour (s)	5	\$71.50	\$357.50	\$95.24	\$476.22	\$50.50	\$252.50	\$75.00	\$375.00
#2-11	SCYWPF Emergency Disaster Labor Rates -Facilities Manager	Hour (s)	5	\$58.50	\$292.50	\$77.93	\$389.64	\$40.50	\$202.50	\$65.00	\$325.00
#2-12	SCYWPF Emergency Disaster Labor Rates - Facilities Safety Officer	Hour (s)	5	\$52.00	\$260.00	\$69.28	\$346.38	\$40.00	\$200.00	\$60.00	\$300.00
#2-13	SCYWPF Emergency Disaster Labor Rates - Site Supervisor	Hour (s)	5	\$52.00	\$260.00	\$69.28	\$346.38	\$40.00	\$200.00	\$60.00	\$300.00
#2-14	SCYWPF Emergency Disaster Labor Rates - Spotter	Hour (s)	5	\$36.40	\$182.00	\$48.49	\$242.46	\$25.50	\$127.50	\$40.00	\$200.00
#2-15	SCYWPF Emergency Disaster Labor Rates - Equipment Operator	Hour (s)	5	\$45.50	\$227.50	\$60.61	\$303.06	\$35.00	\$175.00	\$50.00	\$250.00
#2-16	SCYWPF Emergency Disaster Labor Rates - Temporary Laborer	Hour (s)	5	\$36.40	\$182.00	\$48.49	\$242.46	\$25.50	\$127.50	\$40.00	\$200.00
#2-17	SCYWPF Emergency Disaster Labor Rates - Maintenance/Refueling Operator	Hour (s)	5	\$58.50	\$292.50	\$77.93	\$389.64	\$40.50	\$202.50	\$50.00	\$250.00
#2-18	Contingency Transportation of Municipal Solid Waste from the Northwest Transfer Station for disposal at the SCLF	Ton (s)	10500	\$18.75	\$196,875.00	No Bid	No Bid	\$14.99	\$157,395.00	\$23.81	\$250,005.00
#2-19	Contingency Transportation of Municipal Solid Waste from the Northwest Transfer Station for disposal at the RRF	Ton (s)	10500	\$13.75	\$144,375.00	No Bid	No Bid	\$9.60	\$100,800.00	\$16.81	\$176,505.00
#2-20	Contingency Transportation of Municipal Solid Waste from the South County Transfer Station for disposal at the SCLF	Ton (s)	10500	\$13.75	\$144,375.00	No Bid	No Bid	\$8.80	\$92,400.00	\$16.81	\$176,505.00
#2-21	Contingency Transportation of Municipal Solid Waste from the South County Transfer Station for disposal at the RRF	Ton (s)	10500	\$13.75	\$144,375.00	No Bid	No Bid	\$8.80	\$92,400.00	\$16.81	\$176,505.00
South Total				\$11,018,911.50		\$8,851,138.86		\$5,734,590.50		\$9,171,638.00	



Hillsborough County Florida

PROCUREMENT SERVICES

PO Box 1110, Tampa, FL 33601-1110
(813) 301-7095 | Fax: (813) 272-6290

DATE: 1/29/2026

TO: Scott Stromer, Director, Procurement

FROM: Lasandra Pryer Shepard, Manager, Solid Waste
Management Department

SUBJECT: Recommendation for Award for ITB-25-00331- Yard and Wood Waste Processing,
\$20,700,000.00 Estimate

**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
Julia Mandell
COUNTY INTERNAL AUDITOR
Melinda Jenzarli

CHIEF FINANCIAL ADMINISTRATOR
Tom Fesler

1. Recommended offeror name(s)/price (including allowances):

Consolidated Resource Recovery, Inc. d/b/a Veransa Group, Bid Total \$22,308,358.00, Allowances \$194,000.00, Award Groups 1 & 2

The estimate on this project was \$20,700,000.00. The lowest bid, from **Consolidated Resource Recovery, Inc. d/b/a Veransa Group**, is \$22,308,358.00. With allowances added, the total cost is \$22,502,358.00, which is \$1,802,358.00 or approximately 8.7% over the estimate.

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

- YES
 NO
 N/A (Only if no recommended offeror.)

3. Reference checks for recommended offeror(s) are satisfactory:

- YES
 NO
 N/A (Only if YES to No. 2 above or no recommended offeror.)

Explanation: Click or tap here to enter text.

4. Recommended offeror(s) is responsive and responsible, and has all qualifications and meets all requirements?

- YES
 NO (If no, provide an explanation)
 N/A (Only if no recommended offeror.)

Explanation: 1.4 Minimum Qualifications 1.4.1 The Bidder or principal thereof shall demonstrate recent experience in providing substantially similar services. 1.4.2 The Bidder may be requested by the County to provide the following information to demonstrate recent experience in providing substantially similar services: 1.4.2.1 Description of the full detailed scope of the services performed. 1.4.2.2 Equipment utilized. 1.4.2.3 Total of annual tonnage both received and processed for markets that are similar to the historical quantities noted within these specifications. 1.4.2.4 Types of material processed and end-use or end-market for processed materials. 1.4.2.5 If FEMA-related services were provided, list services provided, dates services provided, and contact information of contract managers. 1.4.2.6 A list of all regulatory permitted yard and wood waste processing facilities the Bidder is operating or has operated at any time within the last five (5) years. 1.4.2.7 A list of all warning notices, notices of violation, outcomes, and consent orders the Bidder has received for the three (3) years preceding this solicitation. 1.4.2.8 Resumes of all supervisory personnel who will be involved with the resulting Contract.

5. If recommending award, provide a justification for fair and reasonable pricing. Fair and reasonable pricing can be determined by the following:

- Comparison of proposed prices received in the solicitation.
- Comparison of previous contracts within Hillsborough County.
- Comparison of contracts from other municipalities. Search in Bonfire Community, NASPO, State of Florida, etc.
- Comparison to published prices elsewhere (trade journals, catalog pricing economic indexes, etc.).

If within +/- 5% of estimated budget, perform at least 1 comparison. If over +/- 5% of estimated budget, perform at least 2 comparisons.

Click or tap here to enter text.

6. Are there any rejected offeror(s)?

- NO
 YES

Click or tap here to enter text.

7. If rejecting, provide a summary statement that addresses the reason for the rejection(s).


N/A

8. 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).

Hillsborough County provides yard and wood waste services at facilities used by both residential and commercial customers

9. 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).

The outcome is that this contract will ensure the County would remain compliant with EPC or FDEP permits while the selected vendor maintain the facilities

Project Manager: Fred W. Werner III  III Date: January 29, 2026

Funding Source:

Funding: Operating Grant: Grant Title Capital Project No(s): Click or tap here to enter text.

Fiscal Impact Statement Approved by Management and Budget

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

Fiscal Approved By:  Date: 1/29/2026

Recommendation Approved By:  Date: 1-29-26
Department Director/Designee

- Attachment(s)
- Equipment Asset sheet
- Facilities
- FDEP and EPC Docs
- Resumes
- Response Letter
- Pre-Liminary Bid Tabulation
- Nonresponsive Letters



Addendum No. 3

ITB-25-00331

Yard and Wood Waste Processing

HCFL.gov/Vendors
(813) 272-5790



**Hillsborough
County Florida**
Procurement Services

IMPORTANT! PLEASE READ CAREFULLY BEFORE SUBMITTING BID

ISSUANCE DATE: **September 30, 2025**

SOLICITATION NUMBER: **ITB-25-00331 Addendum No. 3**

SOLICITATION TITLE: **Yard and Wood Waste Processing**

PRIMARY CONTACT: **Brian Bickhardt, Procurement Operations Coordinator**

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.

NOTICE: This Addendum is an integral part of the **Invitation to Bid** under consideration by you as a Bidder in connection with the subject matter identified below. Hillsborough County deems all Bids to have been proffered in recognition and consideration of the entire **Invitation to Bid** including all issued Addenda.

THE INFORMATION INCLUDED HEREIN IS HEREBY INCORPORATED INTO THE CONTRACT DOCUMENTS OF THIS PRESENT BID MATTER AND SUPERSEDES ANY CONFLICTING CONTRACT DOCUMENTS OR PORTION THEREOF PREVIOUSLY ISSUED.

If the Bid has already been submitted within the Euna electronic bidding system for Hillsborough County Procurement Services, Bidder shall resubmit bid and acknowledge addendum electronically.


REASON(S) FOR ADDENDUM:

1. Please replace paragraph 4.30 of the Solicitation Terms and Conditions with:

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 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.

2. Change **Close Date** from Friday October 3, 2025, at 2:00PM Eastern Standard Time to October 7, 2025, at 2:00PM Eastern Standard Time.



Addendum No. 2

ITB-25-00331

Yard and Wood Waste Processing

HCFL.gov/Vendors
(813) 272-5790



**Hillsborough
County Florida**
Procurement Services

IMPORTANT! PLEASE READ CAREFULLY BEFORE SUBMITTING BID

ISSUANCE DATE: **September 18, 2025**

SOLICITATION NUMBER: **ITB-25-00331 Addendum No. [2]**

SOLICITATION TITLE: **Yard and Wood Waste Processing**

PRIMARY CONTACT: **Brian Bickhardt, Procurement Operations Coordinator**

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.

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THE INFORMATION INCLUDED HEREIN IS HEREBY INCORPORATED INTO THE CONTRACT DOCUMENTS OF THIS PRESENT BID MATTER AND SUPERSEDES ANY CONFLICTING CONTRACT DOCUMENTS OR PORTION THEREOF PREVIOUSLY ISSUED.

If the Bid has already been submitted within the Bonfire electronic bidding system for Hillsborough County Procurement Services, Bidder shall resubmit bid and acknowledge addendum electronically.

REASON(S) FOR ADDENDUM:

The purpose of this addendum is to consolidate all previous questions and answers issued under the Public Notices tab in Euna and to extend the close date. This addendum supersedes the previous issued question and answers. Please read carefully.

1. Please correct the numbering within the Solicitation Terms and Conditions, Section 1. (Specifications), second paragraph numbered 1.1.2 to 1.1.3., which states:

Review requirements in Attachment B, South County Yard Waste Processing Facility (SCYWPF) Minimum Requirements.

2. Please add paragraph 1.1.4 to the Solicitation Terms and Conditions, Section 1. (Specifications):

ITB-25-00331

Addendum No. 2

Page 1

1.1.4 The current contracts are set to end on February 28, 2026, and the anticipated start date for this contract will be March 1, 2026.

3. Please replace paragraph 1.3 of Attachment A (Northwest Yard Waste Processing Facility Minimum Requirements) with:

1.3 Electrical and potable water service is NOT provided to the NWTs facility. Should the contractor need electrical or water services for their operation, the contractor shall be responsible for all costs of any furnishing and maintenance of this utility service. Power is provided by Tampa Energy Company (TECO), and water is provided by Hillsborough County Water Resources Department.

4. Please replace Section 3.5. (Contractor's Services), paragraph 3.5.31. of Attachment A (Northwest Yard Waste Processing Facility Minimum Requirements) with:

3.5.31. Receive and stockpile dirt/grass received from residential customers only. Each customer is allowed to bring up to one (1) cubic yard to the YWPF. The County shall transport this material for disposal once the pile reaches 100 cubic yards. The estimated quantity per year is no more than 500 cubic yards. The cost of disposal of this material shall be included in the Contractor's bid price. The current County rate for disposal of yard waste is \$55.00 a ton but subject to change during the life of the contract.

5. Please replace Section 3. (Minimum Requirements for Services to be provided by Contractor), paragraph 3.6 (Compost and Borrow Pit Program Requirements), subparagraph 3.6.3.4. of Attachment A (Northwest Yard Waste Processing Facility Minimum Requirements) with:

3.6.3.4. Any material received at the Compost Program site or borrow pit that is rejected due to not meeting specifications or contamination shall be transported by the County for disposal and all associated costs for this effort, in addition to material quantities, shall be deducted from the Contractor's monthly invoice. Amount will be calculated at the actual cost to the County at the time the incident occurs.

6. Please add Section 3.8 (Contract Transition Periods) paragraph 3.8.1. (Transition plan for the beginning of the Contract Period), subparagraph 3.8.1.10. to Attachment A (Northwest Yard Waste Processing Facility Minimum Requirements):

3.8.1.10. The facility will be in proper operating condition when the new Contractor begins.

7. Please replace Section 5. (Final Disposal Sites for Processed Material from the NWYWPF), paragraph 5.1., of Attachment A (Northwest Yard Waste Processing Facility Minimum Requirements) with:

5.1. The final disposal sites shall be a facility that complies with paragraph 5.1.1, as stated below, or the Borrow pit and Compost sites located at Southeast County Landfill (SCLF), 15960 County Road 672, Lithia, FL 33547.

8. Please replace Section 5. (Final Disposal Sites for Processed Material from the NWWPF), paragraph 5.1.1., of Attachment A (Northwest Yard Waste Processing Facility Minimum Requirements) with:

5.1.1. If yard waste material is not sent to SCLF, then the final disposal site shall be approved by the County and maintain the ability to receive the tonnage amounts for processed materials produced on average each year, over the past five (5) years as stated in Section 3. (Minimum Requirements for Services to be provided by Contractor). The agreements or contracts for acceptance of the material between both parties at the approved disposal site, and/or permitted by any and all regulators, e.g. EPC, FDEP, etc. must be provided to the County prior to the shipment of processed material leaving the processing facility.

9. Please replace paragraph 1.3 of Attachment B (South County Yard Waste Processing Facility Minimum Requirements) with:

1.3 Electrical and potable water service is NOT provided to the NWTs facility. Should the contractor need electrical or water services for their operation, the contractor shall be responsible for all costs of any furnishing and maintenance of this utility service. Power is provided by Tampa Energy Company (TECO), and water is provided by Hillsborough County Water Resources Department.

10. Please replace Section 3.5. (Contractor's Services), paragraph 3.5.31. of Attachment B (South County Yard Waste Processing Facility Minimum Requirements) with:

3.5.31. Receive and stockpile dirt/grass received from residential customers only. Each customer is allowed to bring up to one (1) cubic yard to the YWPF. The County shall transport this material for disposal once the pile reaches 100 cubic yards. The estimated quantity per year is no more than 500 cubic yards. The cost of disposal of this material shall be included in the Contractor's bid price. The current County rate for disposal of yard waste is \$55.00 a ton but subject to change during the life of the contract.

11. Please replace Section 3. (Minimum Requirements for Services to be provided by Contractor), paragraph 3.6 (Compost and Borrow Pit Program Requirements), subparagraph 3.6.3.4. of Attachment B (South County Yard Waste Processing Facility Minimum Requirements) with:

3.6.3.4. Any material received at the Compost Program site or borrow pit that is rejected due to not meeting specifications or contamination shall be transported by the County for disposal and all associated costs for this effort, in addition to material quantities, shall be deducted from the Contractor's monthly invoice. Amount will be calculated at the actual cost to the County at the time the incident occurs.

12. Please add Section 3.8 (Contract Transition Periods) paragraph 3.8.1. (Transition plan for the beginning of the Contract Period), subparagraph 3.8.1.10. to Attachment B (South County Yard Waste Processing Facility Minimum Requirements) with:

3.8.1.10. The facility will be in proper operating condition when the new Contractor begins.

13. Please replace Section 5. (Final Disposal Sites for Processed Material from the SCYWPF), paragraph 5.1., of Attachment B (South County Yard Waste Processing Facility Minimum Requirements) with:
 - 5.1. The final disposal sites shall be a facility that complies with paragraph 5.1.1, as stated below, or the Borrow pit and Compost sites located at Southeast County Landfill (SCLF), 15960 County Road 672, Lithia, FL 33547.
14. Please replace Section 5. (Final Disposal Sites for Processed Material from the SCYWPF), paragraph 5.1.1., of Attachment B (South County Yard Waste Processing Facility Minimum Requirements) with:
 - 5.1.1. If yard waste material is not sent to SCLF, then the final disposal site shall be approved by the County and maintain the ability to receive the tonnage amounts for processed materials produced on average each year, over the past five (5) years as stated in Section 3. (Minimum Requirements for Services to be provided by Contractor). The agreements or contracts for acceptance of the material between both parties at the approved disposal site, and/or permitted by any and all regulators, e.g. EPC, FDEP, etc. must be provided to the County prior to the shipment of processed material leaving the processing facility.
15. Change Close Date from Friday September 19, 2025, at 2:00PM Eastern Standard Time to Friday October 3, 2025, at 2:00PM Eastern Standard Time.



Addendum No. 1

ITB-25-00331

Yard and Wood Waste Processing

HCFL.gov/Vendors
(813) 272-5790



**Hillsborough
County Florida**
Procurement Services

IMPORTANT! PLEASE READ CAREFULLY BEFORE SUBMITTING BID

ISSUANCE DATE: **August 28, 2025**

SOLICITATION NUMBER: **ITB-25-00331** **Addendum No. [1]**

SOLICITATION TITLE: **Yard and Wood Waste Processing**

PRIMARY CONTACT: **Tessa Seel, Senior Buyer**

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.

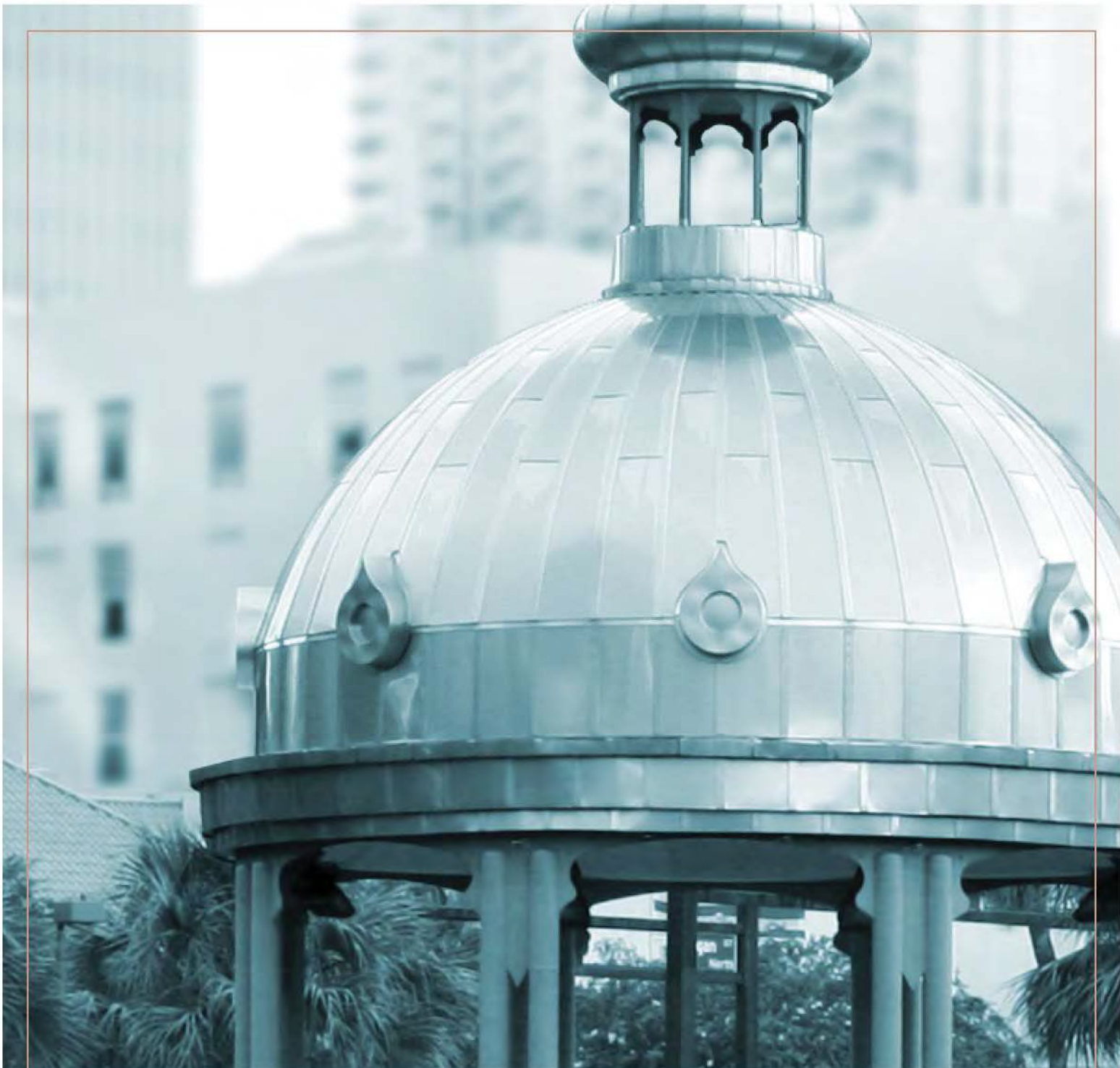
NOTICE: This Addendum is an integral part of the **Invitation to Bid** under consideration by you as a Bidder in connection with the subject matter identified below. Hillsborough County deems all Bids to have been proffered in recognition and consideration of the entire **Invitation to Bid** including all issued Addenda.

THE INFORMATION INCLUDED HEREIN IS HEREBY INCORPORATED INTO THE CONTRACT DOCUMENTS OF THIS PRESENT BID MATTER AND SUPERSEDES ANY CONFLICTING CONTRACT DOCUMENTS OR PORTION THEREOF PREVIOUSLY ISSUED.

If the Bid has already been submitted within the Bonfire electronic bidding system for Hillsborough County Procurement Services, Bidder shall resubmit bid and acknowledge addendum electronically.

REASON(S) FOR ADDENDUM:

1. Change **Close Date** from Friday September 5, 2025, at 2:00PM Eastern Standard Time.
2. Update **Close Date** to Friday September 19, 2025, at 2:00PM Eastern Standard Time.



Invitation to Bid

Yard and Wood Waste Processing

ITB-25-00331

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-25-00331**

SOLICITATION TITLE: **Yard and Wood Waste Processing**

BRIEF DESCRIPTION: The Hillsborough County Board of County Commissioners (County) is seeking competitive sealed bids from qualified Contractors to manage and receive yard waste material at the Northwest Yard Waste Processing Facility (NWWYWP) and the South County Yard Waste Processing Facility (SCYWPF).

DUE DATE & TIME: **September 5, 2025 [2:00 P.M.] Eastern Time (our clock)**

PRIMARY CONTACT: **Tessa Seel, Senior Buyer**

BID SUBMISSION: The County will only accept bids submitted through its electronic bidding system (Euna Procurement). 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 (Euna Procurement) will **not** be accepted or considered. Please visit our vendors webpage (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 proposals through Euna Procurement must be directed to Euna Procurement Support at 1-844-226-3862 or support.bonfire@eunasolutions.com.



- Questions regarding the specifications or solicitation document must be directed to the primary contact listed above using the “messages” section in Euna Procurement for this particular procurement.
- To be given consideration, such requests must be received no later than 14 calendar days after the date of Solicitation issuance in Euna Procurement, site visit, or pre-bid conference, whichever is later.
- Questions regarding vendor registration, training, or general questions must be directed to the Supplier Engagement Team at (813) 272-5790 or 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** 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

The Hillsborough County Solid Waste Management Division (SWMD) seeks to award a contract to a qualified Contractor(s) to manage and receive yard waste material at the Northwest Yard Waste Processing Facility (NWWYWPF) and the South County Yard Waste Processing Facility (SCYWPF), and to grind, load, and transport the processed material to the final disposal site which may be the Contractor's disposal site or the Southeast County Landfill, for placement in the borrow pit or in the compost operation; additionally, the Contractor shall provide services during an Emergency Disaster, and contingency hauling of municipal solid waste.

1.1.1 Due to the potential of operational requirements contained within this solicitation being required at both facilities, within the same time period, the County may elect to award multiple contracts by Processing Facility (Group), to different vendors, if determined to be in the County's best interest. In the event multiple awards are made, the primary award for each facility will serve as a secondary award for the other facility in the event of an emergency or failure to perform by the primary at that location.

1.1.2 Review requirements in Attachment A, Northwest Yard Waste Processing Facility (NWWYWPF) Minimum Requirements.

1.1.2 Review requirements in Attachment B, South County Yard Waste Processing Facility (SCYWPF) Minimum Requirements.

1.2. Introduction

1.2.1 The County provides weekly yard waste collection through the County's contracted residential franchise collectors to approximately 325,000 households and requires yard waste to be separated from municipal solid waste. The County provides a separate collection service for yard waste as part of the mandatory curbside collection services provided to all residences and commercial accounts within unincorporated Hillsborough County. The County provides yard waste processing facilities (YWPF) for the County's contracted residential franchise collectors to bring yard and wood waste. Residents and commercial account holders may bring yard and wood waste to their choice of two (2) County-owned YWPFs.

1.2.1.1 Residents, commercial account holders, and the County's contracted residential franchise collectors are required to debag (i.e. removal of plastic bags used to collect or temporarily store vegetative materials) the yard waste collected curbside and deliver it free of contaminants to the County's YWPF.

1.2.1.2 Delivery of yard waste to the YWPF in loosely compacted loads, debagged, and free of contaminants should be considered the normal operating condition.

1.2.1.3 The debugging requirement may be lifted during declared natural disasters and/or manmade emergencies as referenced in these Specifications. Should this condition be implemented, the County and Contractor(s) for the YWPF will be notified in writing.

1.3. Applicable Publications and Terminology

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

1.3.1 Occupational Safety and Health Administration (OSHA) Standards for Workplace Safety - <https://www.osha.gov/laws-regs>

1.3.2 Florida Administrative Code (FAC), Rule Chapter 62-709, Criteria for Organics Processing and Recycling Facilities - <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-709>

1.3.3 National Fire Protection Association (NFPA) Standard Practices - <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards>

1.3.4 Federal Emergency Management Agency (FEMA) Schedule of Equipment Rates - <https://www.fema.gov/schedule-equipment-rates>

1.3.5 Contaminants: Non-yard and wood waste material not authorized for acceptance as defined under the permits, plastic (garbage bags), metals, string, rock, and treated wood, and any other material not defined in the permit or these Specifications.

1.3.6 Director: The Director shall mean Director of Solid Waste Management Department.

1.3.7 Facility: Pursuant to these Specifications, Facility is the Yard Waste Processing Facility (YWPF), unless otherwise specified

1.3.8 Mulch: Processed yard waste and wood waste, comingled without segregation, or as specified, depending on disposal requirements and screened to the required size as indicated in these Specifications.

1.3.9 Processed yard and wood waste: Out-bound yard and wood waste materials which have been ground, mulched, processed, size-reduced, and screened at the facility and hauled from the facility to the disposal location(s).

1.3.10 Rejected materials: Non-yard and wood waste material or contaminants received at the YWPF and to be disposed in a county facility or other disposal facility approved by the County.

1.3.11 Residential Franchise Collectors: County contracted commercial firms that provide curbside collection of yard and wood waste within Hillsborough County to be delivered to a designated County facility.

1.3.12 Unprocessed yard and wood waste: Inbound yard and wood waste materials received at the facility as loose, raw bulk material, authorized vegetative yard trash, soils, and wood materials that are accepted at the facility to be managed in preparation to be processed.

1.3.13 Yard and wood waste: Lawn clippings, trimmings, branches, limbs, palm fronds, logs, roots, stumps, and other vegetative debris. Acceptable – yard waste, wood pallets, lumber (untreated and unpainted), sod, limited soils. Unacceptable – Chromated copper arsenate (CCA) woods, painted wood, creosote-treated wood, tires, concrete, and materials not meeting the definition of yard waste in Florida Administrative Code (FAC), Chapter 62-709, as defined in FAC, Chapter 62-709.201. (Note: Yard trash and wood waste may be referred to in these Specifications singularly as yard waste; however, yard waste should be Considered inclusive of both material types in these Specifications, unless otherwise noted).

1.4. Minimum Qualifications

1.4.1 The Bidder or principal thereof shall demonstrate recent experience in providing substantially similar services.

1.4.2 The Bidder may be requested by the County to provide the following information to demonstrate recent experience in providing substantially similar services:

1.4.2.1 Description of the full detailed scope of the services performed.

1.4.2.2 Equipment utilized.

1.4.2.3 Total of annual tonnage both received and processed for markets that are similar to the historical quantities noted within these specifications.

1.4.2.4 Types of material processed and end-use or end-market for processed materials.

1.4.2.5 If FEMA-related services were provided, list services provided, dates services provided, and contact information of contract managers.

1.4.2.6 A list of all regulatory permitted yard and wood waste processing facilities the Bidder is operating or has operated at any time within the last five (5) years.

1.4.2.7 A list of all warning notices, notices of violation, outcomes, and consent orders

the Bidder has received for the three (3) years preceding this solicitation.

1.4.2.8 Resumes of all supervisory personnel who will be involved with the resulting Contract.

1.5. Minimum Requirements

1.5.1 Personnel

1.5.1.1 The Contractor personnel shall be trained, at a minimum annually or upon hire, in the following:

1.5.1.1.1 Operations of the facility.

1.5.1.1.2 Dust control.

1.5.1.1.3 Spill prevention and response procedures including how to handle fuel/oils and promptly clean spills using adsorbent materials.

1.5.1.1.4 Traffic control.

1.5.1.1.5 Fire safety.

1.5.1.1.6 Occupational Safety and Health Administration (OSHA) requirements.

1.5.1.1.7 A complete review of the Operations Plan and the Contractors Services to be provided for the Facility.

1.5.1.1.8 Customer relations and service.

1.5.1.1.9 Review of responsibilities by position.

1.5.1.1.10 Review of the materials to be accepted and not accepted for delivery to the facility.

1.5.1.1.11 Emergency Protocols.

1.5.1.1.12 Best management practices and controls for the safe and continuous operation of the facility.

1.5.1.1.13 Proper handling and storage procedures for all materials significant materials.

1.5.1.1.14 Good housekeeping and material management practices.

1.5.1.1.15 Contractor shall provide proof of training upon County request.

1.6. Pilot Studies

1.6.1 During the Contract Period, the County may conduct pilot studies to evaluate strategies to reduce the County's operational costs.

1.6.2 If the pilot study requires additional services by the selected Contractor(s), the contract shall be amended.

1.6.3 The Contractor shall cooperate with the County in conducting such pilot studies and shall engage in good faith negotiations with the County if additional services are necessary.

2. SPECIAL TERMS AND CONDITIONS

2.1 Allowance

An Allowance, in the amount of \$97,000.00 for each Processing Facility (Group), will be added to the total Bid amount for the pilot studies and Emergency Disaster FEMA Equipment.

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

2.2 Basis for Award (County's Best Interest)

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

2.2.1 Bidders are not required to bid on all groups/baskets but are required to bid on all line items within each group/basket. If a Bidder fails to submit a Bid on all line items in a group/basket, that Bidder is not eligible for award of that group/basket.

2.3 Bonds

2.3.1 Bid Bond

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

be required to accompany each Offer in the dollar amount set forth within the Solicitation Document.

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

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

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

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

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

2.3.1.6 Personal checks, business checks and cash deposits are not acceptable.

2.3.2 Earnest Money Deposit/Bid Bonds and Other Bid Securities

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

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

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

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

2.3.2.5 Bid Bonds must be submitted on the form provided (see attachment).

2.3.2.6 Personal checks, business checks, and cash deposits are not acceptable to Hillsborough County and will render your Bid nonresponsive.

2.3.3 Evidence of Power-of-Attorney on Surety Instruments

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

2.3.4 Performance and Payment Bonds

2.3.4.1 The successful Bidder shall execute a Performance Bond as shown within the attachment, or furnish acceptable alternative forms of security, in a sum equal to twenty-five percent (25%) of the total awarded Contract amount by a Surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida. The Performance Bond shall be required from the successful Bidder to ensure the faithful performance of the obligations imposed by the Contract.

2.3.4.2 The successful Bidder shall execute a Payment Bond as shown within the attachments, or furnish acceptable alternative forms of security, in a sum equal to twenty-five percent (25%) of the total awarded Contract by a Surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida. The Payment Bond shall be provided by the successful Bidder for purposes of protecting the County from lawsuits for non-payment of debt that might arise in connection with the successful Bidder's performance under the Contract.

2.3.4.3 The Performance Bond and Payment Bond forms will be included in the Contract Documents and must be properly executed by the Surety and the successful Bidder. Attorneys-in-fact who sign Bonds or other surety instruments must attach with each Bond or surety instrument a certified and effectively dated copy of their power of attorney. Certified copies of the recorded Bonds shall be

submitted to the County within ten (10) Days after notification by the County of award of the Contract.

2.3.4.4 In lieu of the Performance and Payment Bonds required by this Section, the successful Bidder may file with the County an alternative form of security which shall be in the form of Cash, money order, certified check, cashier's check, irrevocable letter of credit, or alternative securities of the type listed in Part II of Chapter 625, Florida Statutes. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the Performance and Payment Bonds. The determination of the value of such alternative forms of security shall be made by the County.

2.3.5 Security Forfeiture

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

2.4 Contract Provisions for Contracts Funded In-Whole or In-Part by Federal Funds where the Contractor is a Non-Federal Entity

2.4.1 Access to Records and Work Site(s)

2.4.1.1 The Contractor agrees to provide the County, the person and/or entity that is the beneficiary of the commodities, Services or Work that is the subject of this Solicitation Document, the County Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2.4.1.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

2.4.1.3 The Contractor agrees to provide the County Administrator or his/her authorized representatives access to construction or other work sites pertaining to the Work being completed under the Contract.

2.4.2 Byrd Anti-Lobbying Amendment, 31 U.S.C. ss 1352 (as amended)

2.4.2.1 This subsection shall only be applicable to contract awards of One Hundred Thousand Dollars (\$100,000) or more.

2.4.2.2 For the purpose of this subsection, "U.S.C." shall mean the Code of Laws of the United States of America/United States Code.

2.4.2.3 Contractors who apply or bid for an award of One Hundred Thousand Dollars (\$100,000) or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. ss 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

2.4.3 Clean Air Act and the Federal Water Pollution Control Act

2.4.3.1 This subsection shall only be applicable to Contract awards in excess of One Hundred and Fifty Thousand Dollars (\$150,000).

2.4.3.2 For the purpose of this subsection, "U.S.C." shall mean the Code of Laws of the United States of America/the United States Code.

2.4.3.3 For the purpose of this subsection, "FEMA" shall mean the Federal Emergency Management Agency.

2.4.3.4 Clean Air Act

2.4.3.4.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

2.4.3.4.2 The Contractor agrees to report each violation to Hillsborough County and understands and agrees that Hillsborough County will, in turn, report each violation as required to assure notification to the County, and the appropriate Environmental Protection Agency Regional Office.

2.4.3.4.3 The Contractor agrees to include these requirements in each subcontract exceeding one hundred and fifty thousand (\$150,000) dollars financed in whole or in part with Federal assistance.

2.4.3.5 Federal Water Pollution Control Act

2.4.3.5.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2.4.3.5.2 The Contractor agrees to report each violation to Hillsborough County and understands and agrees that Hillsborough County will, in turn, report each violation as required to assure notification to the County, and the appropriate Environmental Protection Agency Regional Office.

2.4.3.5.3 The Contractor agrees to include these requirements in each subcontract exceeding one hundred and fifty thousand (\$150,000) dollars financed in whole or in part with Federal assistance.

2.4.4 Compliance with Federal Law, Regulations, and Executive Orders

2.4.4.1 This subsection shall only be applicable if the Contract is funded in whole or in part by FEMA.

2.4.4.2 Contractor acknowledges and understands that FEMA financial assistance will be used to fund the Contract. Accordingly, the Contractor agrees that it shall comply with all applicable federal laws, regulations, executive orders, and FEMA policies, procedures and directives in its performance under the Contract.

2.4.5 Contract Work Hours and Safety Standards Act

2.4.5.1 This subsection shall only be applicable to contract awards in excess of One Hundred Thousand Dollars (\$100,000) that involve the employment of mechanics and/or laborers.

2.4.5.2 Overtime Requirements. No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than (1 ½) one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

2.4.5.3 Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in the "Overtime Requirements" paragraph of this subsection, the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under

contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in the "Overtime Requirements" paragraph of this subsection, in the sum of ten (\$10) dollars for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in the "Overtime Requirements" paragraph of this subsection.

2.4.5.4 Withholding for Unpaid Wages and Liquidated Damages. The Federal agency providing funding for the commodities, Services and/or Work that is the subject of this Solicitation Document and/or the County shall, upon its own action, or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from monies payable on account of Work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally -assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in the "Violation; Liability for Unpaid Wages; Liquidated Damages" paragraph of this subsection.

2.4.5.5 Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in the "Overtime Requirements," "Violation; Liability for Unpaid Wages; Liquidated Damages," "Withholding for Unpaid Wages and Liquidated Damages," through "Subcontracts" paragraphs of this subsection and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in the "Overtime Requirements," "Violation; Liability for Unpaid Wages; Liquidated Damages," "Withholding for Unpaid Wages and Liquidated Damages," through "Subcontracts" paragraphs of this subsection.

2.4.6 Copeland "Anti-Kickback" Act

2.4.6.1 Contractor. The Contractor shall comply with 18 U.S.C. Section 874, 40 U.S.C. ss 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2.4.6.2 Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above, and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall

be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

2.4.6.3 Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. subsection 5.12.

2.4.7 Davis-Bacon Act

2.4.7.1 This subsection shall only be applicable if the resulting Contract related to this Solicitation Document involves one or more of the following programs: Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Non-Profit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and the Transit Security Grant Program. This subsection shall not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

2.4.7.2 The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. Sections 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.

2.4.8 Debarment and Suspension

2.4.8.1 For the purpose of this subsection, "C.F.R." shall mean the United States Code of Federal Regulations.

2.4.8.2 For the purpose of this clause, "Subrecipient" shall mean a non-Federal entity that receives a sub-award from the County to provide the commodities, Services and/or Work that is the subject of this Solicitation Document.

2.4.8.3 This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. ss 180.995), or its affiliates (defined at 2 C.F.R. ss 180.905) are excluded (defined at 2 C.F.R. ss 180.940) or disqualified (defined at 2 C.F.R. ss 180.935) from participating in Federal assistance programs and activities.

2.4.8.4 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulation in any lower tier covered transaction in enters into.

2.4.8.5 This certification is a material representation of fact relied upon by the Subrecipient. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County and the Subrecipient, the Federal Government may

pursue available remedies, including but not limited to suspension and/or debarment.

2.4.8.6 The Bidder or Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this Offer is valid and throughout the period of any Contract that may arise from this Offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.4.9 DHS Seal, Logo, and Flags

2.4.9.1 For the purpose of this subsection, "DHS" shall mean the United States Department of Homeland Security.

2.4.9.2 The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

2.4.10 No Obligation by Federal Government

Contractor acknowledges and agrees that the Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the County, the Contractor, or any other party pertaining to any matter resulting from the Contract.

2.4.11 Procurement of Recovered Materials

2.4.11.1 For the purpose of this subsection, "EPA" shall mean the United States Environmental Protection Agency.

2.4.11.2 In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the products cannot be acquired as follows:

2.4.11.2.1 Competitively within a timeframe providing for compliance with the Contract performance schedule;

2.4.11.2.2 Meeting Contract performance requirements; or

2.4.11.2.3 At a reasonable price.

2.4.11.3 Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

2.4.12 Program Fraud and False or Fraudulent Statements or Related Acts

2.4.12.1 For the purpose of this subsection, "U.S.C." shall mean the Code of Laws of the United States of America/United States Code.

2.4.12.2 The Contractor acknowledges and agrees that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

2.4.13 Rights to Inventions Made Under a Contract or Agreement

2.4.13.1 This subsection shall only be applicable to contracts between the County and a Small Business Firm or Non-Profit Organization where the County is substituting parties or assigning the performance of experimental, developmental or research Work to said Small Business Firm or Non-Profit organization pursuant to a Funding Agreement between a Federal Agency and the County for the performance of such Work.

2.4.13.2 For the purpose of this subsection, "Funding Agreement" shall mean any contract, grant or cooperative agreement entered into between any Federal Agency, other than the Tennessee Valley Authority, and the County for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government.

2.4.13.3 For the purpose this subsection only, a "Small Business Firm" shall mean a small business concern as defined at Section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this subsection only, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12 shall be used.

2.4.13.4 For the purpose of this subsection only, a "Non-Profit Organization" shall mean a university or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

2.4.13.5 For the purpose of this subsection, "C.F.R." shall mean the United States Code of Federal Regulations.

2.4.13.6 The Contractor acknowledges and agrees that this Contract shall be governed by and is subject to the provisions contained in 37 C.F.R. Part 401 which are incorporated herein by reference.

2.5 Liquidated Damages

The County and the Contractor acknowledge and agree that it is impossible to precisely determine the amount of damages that would be incurred by the County due to those failures or circumstances described in this section and for which the Contractor would otherwise be liable. Accordingly, the County has determined terms and amounts of the liquidated damages set forth herein, and the parties agree that the liquidated damages are reasonable under the circumstances. Therefore, the following shall constitute liquidated damages, not penalties, for the Contractor's failure to comply with the specifications of this Contract. Multiple liquidated damages may be assessed for multiple infractions.

2.5.1 Failure to size reduce (grind) (maximum unprocessed yard and wood waste; current permitted maximum is 2,000 tons) as stated in Section 3.5.18 of attachments A and B, shall result in an assessment of \$1,500.00 per day.

2.5.2 Failure to maintain facility (including general housekeeping, dust and erosion controls, landscaping, mowing, repairs to roadways, pad, passive vents, etc.) as stated in Section 3.5 of attachments A and B, and not corrected within thirty (30) days of notification from County shall result in an assessment of \$150.00 per day.

2.5.3 Failure to have operational, the minimum required equipment on site as stated in Section 3.5.26.1 of attachments A and B, shall result in an assessment of \$500.00 per day.

2.5.4 Failure to correct any safety and/or regulatory issues as stated in Section 3.5 of attachments A and B, within 24 hours after notification by the County shall result in an assessment of \$1,500.00 per day plus any regulatory penalties and associated costs.

2.5.5 Failure to keep any materials onsite prior to the start of the contract from becoming commingled with new inbound materials during the Beginning Transition phase of the contract, as stated in Section 3.8, shall result in an assessment of \$250.00 per day.

2.5.6 Dispute of Liquidated Damages

2.5.6.1 The County shall conduct a preliminary evaluation of the relevant facts before the County decides whether liquidated damages should be assessed against the Contractor.

2.5.6.2 Prior to assessing liquidated damages, the County shall provide written notice to the Contractor, indicating the County's intent to assess liquidated damages and the basis for the County's position.

2.5.6.3 The Contractor, after receiving the County's notification, will then have five (5) Days to submit a written response detailing the basis for protesting liquidated damages.

2.5.6.4 Failure to respond in writing within five (5) Days constitutes acceptance of the liquidated damages.

2.5.6.5 If a protest is timely filed, the matter shall be referred to the Director for resolution. The Director shall review the issues in a timely manner and then provide a written decision to the Contractor. The Director's decision shall be final and non-appealable.

2.5.6.6 If a protest is not timely filed by the Contractor, or if the Project Manager concludes that liquidated damages should be assessed, the County will deduct the liquidated damages from the monthly payment due to the Contractor from the County.

2.5.6.7 If a dispute arises between the County, the Contractor, or any other Person concerning the Contractor's performance, rights, or compensation, the Contractor shall continue to perform its duties in strict compliance with the requirements pursuant to these specifications, regardless of the pending dispute.

2.5.6.8 The Contractor shall not be required to pay liquidated damages in those cases where the delay or failure in the Contractor's performance was (a) excused in advance by the County or (b) due to unforeseeable causes that were beyond the Contractor's reasonable control, and without any fault or negligence of the Contractor as determined solely by the County.

2.5.6.9 A waiver of any performance, liquidated damages, or default by the Contractor shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms pursuant to these specifications.

2.5.6.10 Any liquidated damages assessed by the County shall be documented and quantified prior to being assessed.

2.5.6.11 Assessed liquidated damages shall be deducted from the next invoice received from the Contractor.

2.5.6.12 No fraction of a day shall be assessed for liquidated damages. Assessment shall be based upon final calculations for that day.

2.6 Insurance, Contractor

2.6.1 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.

2.6.2 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.

2.6.3 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.

2.6.4 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.

2.6.5 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.

2.6.6 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.

2.6.7 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.

2.6.8 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.

2.6.9 All Liability Insurance Policies, with the exception of Worker's Compensation and Professional Errors and Omissions, 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.

2.6.10 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.

2.6.11 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.

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

2.6.12.1 Workers' Compensation - Florida Statutory Requirements

2.6.12.2 Employer's Liability:

\$500,000 Limit Each Accident

\$100,000 Limit Disease Each Employee

\$500,000 Limit Disease Aggregate

2.6.12.3 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:

\$500,000 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

\$1,000,000 General Aggregate

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

2.6.12.4 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:



2.6.12.4.1 Bodily Injury & Property Damage Liability: **\$300,000** Combined Single Limit Each Accident.

2.6.12.5 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:

2.6.12.5.1 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.

2.6.12.5.2 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.

2.6.12.5.3 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.

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

2.6.12.7 Pollution/Environmental Liability Insurance **is not** required. Minimum **\$N/A**

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

2.6.12.9 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.

2.6.13 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.

2.7 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.

2.8 Price Escalation/De-Escalation (CPI)

2.8.1 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) year 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>.

2.8.2 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

2.9 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.

2.10 Contract Period for Term Contract

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

2.11 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.

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

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

Children's Board of Hillsborough County

City of Plant City

City of Tampa

City of Tampa Housing Authority

City of Temple Terrace

Clerk of the Circuit Court
Expressway Authority
Hillsborough Area Regional Transit Authority
Hillsborough County Aviation Authority
Hillsborough County Board of County Commissioners
Hillsborough Community College
Hillsborough County School Board
Hillsborough County Sheriff
Property Appraiser
State Attorney's Office
Supervisor of Elections
Tampa Palms Community Development District
Tampa Port Authority
Tampa Sports Authority
Tax Collector

2.13 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.

2.14 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-responsible due to failure to perform properly or timely on a comparable contract; and

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

4.3.4 Bidder must have the capacity, knowledge, skill and general ability to fully perform. Bidder must also have the integrity, reliability and other applicable qualities that will ensure good faith performance. The County reserves the right to require Bidder to submit documentation and other evidence attesting to the Bidder's responsibility. The County may reject Bidder's Bid/Quote if, at the County's sole discretion, Bidder fails to submit documents and evidence of responsibility and/or the County has determined that the Bidder is not responsible.

4.4 Bid Documents

4.4.1 The Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Requirements, any Amendment(s) issued, together with all the attached documents herein identified constitute the entire Solicitation Document, and must be the basis of all Offers.

4.4.2 Bidder's/Proposer's Offer pricing, in addition to all Amendment(s) issued, and any other documentation required by this Solicitation Document that is submitted by the Bidder/Proposer in response to this procurement shall constitute the Offer. The Bidder/Proposer is only required to submit its Offer in addition to any Amendment(s) issued and any other documentation required by this Solicitation Document.

4.4.3 The Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Requirements, Insurance and Bond requirements, Specifications, Equal Employment Opportunity and Affirmative Action requirements, all Amendment(s) issued, the Bidder's/Proposer's Offer, the Agreement, if applicable, together with all other attached documents herein identified and all supplementary drawings issued after award of the Contract shall constitute the "Contract Documents" upon the award of this Solicitation Document.

4.5 Bid/Proposal/Quote Pricing

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

4.6 Bid/Proposal/Quote Results

Preliminary results are generally available within two (2) Business Days to Bidders/Proposers in the County's Electronic Bidding System.

4.7 Bidder/Proposer Request for Interpretation of Solicitation Document

No interpretation of the meaning of the Specifications or Scope of Work contained in this Solicitation or related Contract Documents will be made to any Bidder/Proposer orally. Every request for such interpretation must be submitted in writing through the electronic bidding system (Euna Procurement). **To be given consideration, such requests must be received no later than 14 calendar days after the date of Solicitation issuance in Euna Procurement, 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 Euna Procurement. 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 Euna Procurement.

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 Requested Information and Descriptive Literature

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

4.32 Responsibility 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.

4.33 Submittal Deadline

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

4.34 Taxes

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

4.35 Time Period Offer is Valid

Offeror's Offer shall be in force for a period of not less than ninety (90) Days after the Close Date. Further, said Offer shall continue in force after said ninety (90) Day period, until thirty (30) Days following the date of receipt by County of written notice from the Offeror of its intent to withdraw its Offer, or until the date specified in said written notice as the expiration date of the Offer, whichever is later. The aforementioned time periods will remain in effect irrespective of whether an award has been made by the County. Notwithstanding the provisions of the preceding sentence, the Offeror may extend its Offer at any time prior to the scheduled expiration thereof.

4.36 Unbalanced Offers and/or Excessive Line Item Prices

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

5.0 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 Standards for a Merit System of Personnel Administration, 5 CFR Section 900.601 et seq.

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

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

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

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

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

5.12.3.15 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.

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

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

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

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

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

5.12.3.21 Executive Order 13673, Fair Pay and Safe Workplaces.

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.

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1. Northwest Yard Waste Processing Facility (NWWYWP) Description:

1.1 The NWWYWP has a Hillsborough County Environmental Protection Commission – Director’s Authorization Approval (EPC Authorization) for a Yard Waste Processing Facility and a Florida Department of Environmental Protection (FDEP) Yard Waste Facility Registration (FDEP Registration) that covers the operations of the facility. The County is responsible for the renewal of these permits, and the Contractor shall be responsible for operating, maintaining the facility, and adhering to the conditions of these permits.

1.2 The NWWYWP is located at the Northwest Transfer Station (NWT) facility at 8001 W. Linebaugh Ave, Tampa, Florida, just west of the Veterans Expressway, see Attachment C, Site plan and Maintenance Area. The NWWYWP is approximately an 8.92-acre facility within the NWT property limits. The two (2) Facilities share the NWT scale house and entrance. Access to the facility is by paved entrance road, and the yard waste processing area is unpaved.

1.3 Electrical and potable water service is NOT provided to the NWT facility. Should the contractor need electrical or water services for their operation, the contractor shall be responsible for all costs of any furnishing and maintenance of this utility service.

2. Historical Quantities

2.1 The minimum estimated total annual tonnage to be managed and processed is estimated to be 54,000 tons per year for the facility, but as shown in Table 1 (Section 2.3) below, the tonnages can vary annually and seasonally and exceed that estimate. The County makes no representation or guarantee of future tonnage and the Contractor shall accommodate any decrease or increase in tonnage, to include but not limited to, changes in volumes brought to the facility from franchise collector waste, commercial yard waste, self-hauled residential material, and excess materials in the event of a natural disaster or manmade event.

2.2 Table 1 (Section 2.3), below reflects the historical tonnage of the yard and wood waste received at the County’s NWWYWP and provides a breakdown of tonnage received at the facility, by month, and by fiscal year where annual and seasonal variances can be reviewed and planned for by the Contractor for the prior years. The totals for FY 22 & FY 23 include materials accumulated from Hurricane Ian, which impacted Hillsborough County in September 2022. The totals for FY 24 & FY 25 include Hurricane Helene which impacted Hillsborough County in September 2024.

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2.3. Table 1- Historical Yard Waste Tonnages Received at the NWWYPF Facility.

FY 20		FY 21		FY 22	
Month	Tons	Month	Tons	Month	Tons
2019-10	4,900.54	2020-10	6,258.16	2021-10	4,696.16
2019-11	4,963.12	2020-11	5,584.70	2021-11	4,397.54
2019-12	3,808.33	2020-12	5,044.36	2021-12	3,506.33
2020-01	4,514.30	2021-01	4,301.76	2022-01	3,472.02
2020-02	6,148.91	2021-02	4,440.67	2022-02	3,995.17
2020-03	6,393.53	2021-03	6,525.71	2022-03	6,311.70
2020-04	4,266.86	2021-04	5,493.39	2022-04	5,092.34
2020-05	6,585.04	2021-05	4,672.14	2022-05	4,642.78
2020-06	6,483.36	2021-06	4,908.15	2022-06	4,490.92
2020-07	5,909.05	2021-07	5,096.45	2022-07	2,596.23
2020-08	5,514.29	2021-08	5,226.03	2022-08	4,668.38
2020-09	5,310.63	2021-09	4,711.47	2022-09	4,212.21
Grand Total	64,797.96	Grand Total	62,262.99	Grand Total	52,081.78

FY 23		FY 24		FY 25	
Month	Tons	Month	Tons	Month	Tons
2022-10	4,771.21	2023-10	4,859.12	2024-10	6,884.42
2022-11	4,182.28	2023-11	3,779.59	2024-11	3,528.69
2022-12	3,674.06	2023-12	2,904.93	2024-12	2,749.37
2023-01	3,686.57	2024-01	3,609.12	2025-01	4,608.57
2023-02	4,527.10	2024-02	4,712.45	2025-02	5,620.84
2023-03	5,375.82	2024-03	6,072.85	2025-03	6,638.70
2023-04	4,932.76	2024-04	5,251.77	2025-04	5,825.13
2023-05	5,030.04	2024-05	4,466.71	2025-05	5,202.38
2023-06	5,015.47	2024-06	4,448.36	2025-06	
2023-07	4,610.25	2024-07	4,901.35	2025-07	
2023-08	4,716.21	2024-08	6,765.73	2025-08	
2023-09	5,099.94	2024-09	5,296.68	2025-09	
Grand Total	55,621.71	Grand Total	57,068.66	Grand Total	41,058.10

3. Minimum Requirements for Services to be provided by Contractor

3.1. Authorized Material to be Received and Processed by the Facility.

3.1.1 The County-owned NWWYPF is only authorized to receive and process the following materials, as defined in FAC, Chapter 62-709.201;

3.1.1.1 Five (5)- "Clean wood" means wood, including lumber, tree and shrub trunks, branches, and limbs, that is free of paint, glue, filler, pentachlorophenol, creosote, tar,

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asphalt, chromated copper arsenate, other wood preservatives or treatments.

3.1.1.2. Twenty-Five (25)- “Yard trash” means vegetative matter resulting from landscaping maintenance or land clearing operations and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps, and associated rocks and soils. Soils must be free of odors and other visible foreign contaminants. For purposes of this chapter, it also includes clean wood. (Note: for the purposes of these Specifications, Yard Trash and Yard Waste are the same).

3.1.1.3. Twenty-Six (26)- “Yard trash processing facility” means a yard trash transfer station or a facility at which yard trash is processed into a size-reduced, usable material or is composted, but does not include a facility used for the disposal of yard trash. (Note: for the purposes of these Specifications, Yard Trash Processing Facility and Yard Waste Processing Facility are the same).

3.2. Shelters - The Contractor shall be responsible for providing and maintaining two (2) shelters at the NWYWPF one (1) that is large enough to accommodate all employees during any operational shift and provide shelter for rest and adequate protection from the environment. A second shelter to serve as a workstation for the ticket checker at the entrance to the NWYWPF at the NWTs.

3.2.1 Personal vehicles or equipment are not considered as adequate shelter for employees.

3.2.2. Based upon the operational needs of the Contractor, additional semi-permanent, securely anchored structures such as mobile office trailer or metal structured buildings that meet local building codes, for use as temporary offices, equipment storage, and maintenance buildings to support the operations of the facility may be needed; however, these structures are to be provided, completely paid for, and the responsibility of the Contractor. Each YWPF site must have a ticket checker’s structure at the entrance to the YWPF with signage that clearly states for all customers to stop for scale house receipt verification. Signage should be in both English and Spanish.

3.2.3. All shelters, offices, structures, or other operational needs (fuel tanks, maintenance shops, etc.) shall be provided by the Contractor, at their cost, and shall remain maintained in a manner and in accordance with local building codes. All expenses related to providing, operating, maintaining, and removing items needed for providing services and management for the facility shall be included in the Contractor’s bid prices.

3.3. Portable toilets (for employees only) shall be provided, and maintained, by the Contractor at no additional cost to the County.

3.4. Contact number - Contractor shall provide the County Project Manager (PM) a 24-hour emergency contact phone number and update annually, at a minimum, or as required to ensure the contact information is current.

3.5. Contractor’s Services

3.5.1. The Contractor shall provide all services needed to manage, receive, process (size reduced and screened), load, transport, unload, and dispose of yard and wood waste materials, according to these Specifications, at the NWYWPF, to either the Contractor’s disposal location, or the Southeast County Landfill (SCLF) borrow pit or SCLF compost site, with disposal location determined by the County.

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3.5.2. The Contractor shall provide all these services, as requested by the County, for any yard and wood waste debris collected as a result of a declared natural disaster (i.e., hurricane, flooding, tornado, extreme weather), or manmade event, or to facilitate changes in the County operations).

3.5.3. The Contractor shall provide professional and courteous interaction with Hillsborough County customers, franchise collectors, and all County staff.

3.5.4. During the hours of operation, the Contractor shall provide a minimum of one (1) ticket checker, who must speak English or bi-lingual in Spanish, and the spotter shall be directly employed by the Contractor. The ticket checker shall check and verify the customer's load and scale tickets when they arrive at the NWYWPF for: the ticket checker position is to be a permanent staffed position, separate from the spotter or equipment operator, and is to be on site and at post at all times during the operating hours of the yard waste facility.

3.5.4.1 Valid date and time on scale ticket.

3.5.4.2. Scale ticket indicates inbound weight.

3.5.4.3. Load contains yard waste or wood waste only.

3.5.5 During the hours of operation, the Contractor shall provide a minimum of one (1) spotter, who must speak English or bi-lingual in Spanish, and the spotter shall be directly employed by the Contractor. The spotter is to be active in the operating area at all times. Should the spotter need relief for breaks and or bathroom visits, the ticket checker is not permitted to leave their post to cover.

3.5.5.1 Additional spotters may be needed and provided by the Contractor, if conditions of the facility operations warrant additional spotters, as identified and determined by the County. Such conditions may include but are not limited to:

3.5.5.1.1. Heavy traffic flow into/out of the facility.

3.5.5.1.2. During times when processing materials and additional safety precautions are needed.

3.5.5.1.3. The material piles height or facility volumes impact safe traveling within the work area and direct observation at all times of customers and employees utilizing the facility.

3.5.5.1.4 Unauthorized material is not being adequately removed by one spotter.

3.5.5.1.5. Other conditions deemed by the County as needing additional spotters.

3.5.5.1.6. The additional spotters may be temporary labor staff.

3.5.5.1.7. The County shall inform the Contractor of the need for additional spotters, the reason for the request, and timeframes for implementation and removal of the additional spotter.

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3.5.5.2 All spotter(s) shall be assigned to, and be present during all hours of operations, to control traffic, monitor loads for materials accepted at the Facility, monitor unloading/loading operations for the efficient and safe management of materials for all loads of yard and wood waste from all incoming vehicles.

3.5.5.3 Required spotters are in addition to the operator of the front-end loader or other equipment. At their assigned post at all times. Not in their cars or the ticket checker's post unless relieving the ticket checker, and then the equipment operator should transition to serve as the spotter.

3.5.6 The Contractor shall provide all necessary labor, equipment, and personnel for the complete management of the NWYWPF, to store and process (size reduce and screen) the yard and wood waste into a processed yard waste material (Mulch). The services provided by the Contractor shall include, but not be limited to, the following:

3.5.6.1. Staffing, managing, and maintaining the facility during normal hours of operation.

3.5.6.2. Directing traffic at the facility to the appropriate unloading area, as well as, providing traffic control entering, utilizing, and exiting the facility.

3.5.6.3. Screening for and removing of contaminants and materials other than yard waste.

3.5.6.4. Managing the in-bound material into organized and uniform stockpiles or windrows.

3.5.6.5. In accordance with Section 3.5.26.1 of this solicitation document an operational grinder must be on site at all times during business hours Monday through Saturday, between the hours of 7:30 a.m. to 5:00 p.m. eastern standard time (EST), excluding County holidays.

3.5.6.6. Loading of new inbound yard waste material into the grinder.

3.5.6.6.1 In accordance with Section 3.5.26.1 of this solicitation document an operational excavator must be on site at all times during business hours Monday through Saturday, between the hours of 7:30 a.m. to 5:00 p.m. EST, excluding County holidays.

3.5.6.7. Placing processed material in stockpiles as directed by the County.

3.5.6.7.1 In accordance with Section 3.5.26.1 of this solicitation document an operational loader must be on site at all times during business hours Monday through Saturday, between the hours of 7:30 a.m. to 5:00 p.m. EST, excluding County holidays.

3.5.6.8. Loading of processed yard waste.

3.5.6.9. Transporting of the processed material to the final disposal site.

3.5.7. The Contractor shall invoice and receive payment only for all material weighed outbound (including material which may be hauled by the County based upon line item), which

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has been processed (grind), loaded, and transported to the final disposal location.

3.5.8. The Contractor may charge for re-tooling/changing screens as requested and to meet the County's requirements for composting or other County requirements.

3.5.9. The Contractor shall keep the operations of the facility and storage of materials in an organized, secure, and protective manner (from weather and wind exposure), as well as out of the view of users of the facility.

3.5.10. The Contractor shall abide by all OSHA standards for workplace safety and shall create and maintain the operations of the NWYWPF in a manner to ensure a safe environment for all employees and customers.

3.5.11. The Contractor shall operate and maintain the facility in compliance with National Fire Protection Association (NFPA) standard practices, as well as with FAC, Chapter 62-709.

3.5.12. The Contractor shall maintain their equipment in working order; all equipment shall be fully operational at all times. The Contractor is required to keep their equipment and supplies (including fuels, oil, water, and other liquids) from causing any contamination of the facility and adjacent areas by following best management practices for storage and maintenance.

3.5.12.1. Currently, the NWYWPF has four (4) secondary containments. If additional secondary containment shall be needed, regardless of tank size, capacity, or construction, the Contractor shall be responsible to provide their own secondary containment.

3.5.12.2. The Contractor shall have access to equivalent back-up equipment necessary to continue with its operations in accordance with this Contract.

3.5.12.3. The Contractor shall be responsible for all costs incurred as a result of equipment breakdown, including the rental of any back-up equipment. Specifically, should the Contractor's front loader/excavator, grinder, or other equipment critical to the continuous operations of the facility breakdown, it shall be replaced within 24 hours of breakdown.

3.5.13. The Contractor shall clearly display their company logo on the vehicles and equipment while on County property.

3.5.14. The Contractor shall ensure that each of its representatives who operate a motor vehicle in performance of the Contractor's responsibilities hereunder is properly licensed by the State of Florida for the operation of that vehicle.

3.5.15. All inbound and outbound yard and wood waste shall pass the County scales to calculate total tonnage. If the scales are inoperable at any time, weights shall be calculated as follows:

3.5.15.1 Unprocessed material (inbound) shall be calculated by 250 pounds per yard, then converted to tons.

3.5.15.2. Processed material (outbound) shall be calculated by an agreed-upon conversion rate between the Contractor and the County on a case-by-case, as-needed basis. 500 lbs. per cubic yard

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3.5.16. The Contractor shall allow for all sizes of material as there is no limit on the size of the material to be received at the facility nor for processing of the material. Unprocessed yard waste shall be considered yard waste received in its original state regardless of length, width, and height.

3.5.17. The Contractor shall have no more than 2,000 tons inbound (according to scales), of unprocessed yard waste at the facility.

3.5.18. The Contractor shall begin processing (grinding) new yard waste material immediately but shall not exceed more than 2,000 tons of unprocessed material, at the NWYWPF, without size reduction operation occurring to reduce inventory below permit requirements to avoid liquidated damages being assessed.

3.5.19. The Contractor shall not store, or stockpile more than the total maximum volume or tonnage as listed on Attachment C. Piles cannot exceed dimensional constraints of 150 ft width 250 ft length and 25 ft height. Total site storage estimated not to exceed 23,500 tons per EPC permit and fire marshal.

3.5.20. The Contractor shall maintain all inbound unprocessed and processed materials in an orderly fashion at the facility with a front-end loader/excavator/dozer or other equipment on a continuous basis to minimize the footprint of the storage area used for both the unprocessed and processed material.

3.5.20.1 Orderly fashion shall include the staging and documentation of windrow/pile start dates to assist with permit compliance and timeframes of where size reduction is needed.

3.5.20.2 Orderly fashion shall also include maintaining stockpiled material in such a manner as to keep material from protruding out into travel path of vehicles or personnel, stacked to maintain a stable pile without material collapsing into, blocking, or causing a safety or access concern around the materials, maximizes the amount of material stockpiled in a pile, and in general, in an organized manner.

3.5.21. The Contractor shall allow no stockpiling of material in excess, at the Facility, as stated within the EPC Authorization, FDEP Registration, and/or regulations set by the Fire Marshall, Attachment C, Site Plan, or as specified herein whichever is more stringent.

3.5.21.1 The Contractor shall be responsible for reducing any excess material and/or removing it from the facility by whatever means necessary should the tonnage exceed the limits at any time. See liquidated damages clause in the solicitation terms and conditions.

3.5.21.2. A written plan of action shall be emailed to the PM within 24 hours' notice of the exceedance. No work shall be performed to remove excess material prior to approval of the written plan of action by the PM.

3.2.21.3. The Contractor may request exceptions to the limits based on any natural events, i.e., storms, hurricanes, or other acts of nature. An agreed-upon restoration date between the County and the Contractor for bringing the facility back into compliance shall be established and strictly adhered to.

3.5.22 The Contractor shall safely operate size reduction equipment to avoid personal injury

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and property damage where equipment operates in close proximity to employees or the public.

3.5.22.1. The County reserves the right to stop operations on County property if safety rules are being violated.

3.5.22.2. Any violations may be cause for liquidated damages to be assessed.

3.5.23. Fire Protection, Dust, and Odor control

3.5.23.1. The Contractor shall operate the facility in such a manner that there is fire protection coverage of the entire facility (to include, but not limited to, structures, equipment, fuel storage area, waste bins, yard and wood waste materials) at all times.

3.5.23.2. The Contractor shall control airborne particles or odors to ensure that they do not travel beyond the limits of the facility.

3.5.23.2.1. Additional water, provided by the Contractor, or other methods shall be utilized for fire protection and to prevent the migration of particles.

3.5.23.2.2. The Contractor shall operate the facility in such a manner, so dust, odors, and yard waste particles do not become a health or safety issue, or complaint from the employees or County customers using, or adjacent property owners of the facility.

3.5.23.2.3. If the Contractor does not control dust migration, odors, or health and safety issues become an issue, and the issue is not resolved to the County's satisfaction, then either the Contractor shall cease operations and/or submit an alternate plan for the continued operations of the Facility, or it may be cause for liquidated damages to be assessed.

3.5.23.3. The Contractor shall exercise fire safety-watch procedures at all times and ensure that the facility is within codes and standards set by the NFPA. Any violations that may be cause for loss of assets, mulch being considered a county asset, or loss of use of the facility, or fire damage during or following, the event that is a health and safety issue may be cause for liquidated damages to be assessed.

3.5.23.4. The Contractor shall provide and maintain annually an Operations and Maintenance Plan which includes provisions for odor and dust control, as well as other potential environmental impacts.

3.5.24. A draft Operations and Maintenance Plan shall be available and submitted upon County request of the apparent low bidder(s). The Contractor shall then provide an Operations and Maintenance Plan in accordance with the Operations and Maintenance Section of this Specifications.

3.5.24.1. All operating plans are subject to County approval. Recurring violations of any of the plan's content may be seen as non-performance of the contract.

3.5.25. The Contractor shall follow all applicable permits regarding height/size, width limitations, and fire lane regulations relating to yard waste material piles, unprocessed and processed.

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3.5.26. The Contractor shall operate size reduction equipment to ensure the inventory of unprocessed material remains in compliance with any and all applicable laws, rules, and regulations; any violations may be cause for liquidated damages to be assessed.

3.5.26.1 The Contractor shall at all times have a minimum of but not limited to (1) loader, (1) grinder, and (1) excavator on site and operational during business hours Monday through Saturday, between the hours of 7:30 a.m. to 5:00 p.m. EST, excluding County holidays. The grinder, loader, and excavator are to be used solely for the work specified in this contract, unless the County grants permission for other uses. Failure to comply with this equipment requirement will result in liquidated damages for the Contractor.

3.5.27. The Contractor shall adhere to all FDEP, EPC, and/or Fire Marshal Regulations regarding the storage of all onsite materials, whether unprocessed or processed.

3.5.28. The Contractor shall have onsite personnel at the facility, during normal business hours of Monday through Saturday, between the hours of 7:30 a.m. to 5:00 p.m. EST, excluding County holidays, to perform all the services pursuant to these Specifications.

3.5.28.1. Contractor's and subcontractor's trucks shall not get in line or block access to the scale houses prior to 7:00 a.m. EST.

3.5.28.2. Contractors and subcontractors' trucks shall not arrive at the scale houses after 4:30 p.m. EST to avoid keeping the scale house open past 5:00 p.m. EST.

3.5.29. It shall be the Contractor's responsibility for payment of all monthly Facility utility costs, as needed by Contractor to operate the Facility, unless otherwise provided by the County.

3.5.30. The Contractor shall be responsible for all onsite ground's maintenance, landscaping, weed control, mowing, and utility infrastructure. This also includes the application of housekeeping principles to reasonably ensure stormwater inlets and retention ponds are not impacted by vegetative run-off. This work shall incorporate installation and/or maintenance of stormwater grates, straw bales/erosion controls, and bollards. Minimum maintenance items shall include:

3.5.30.1. Sedimentation control (i.e. hay bales or geo-logs) along the west, east and north sides to include weed and vegetation around the perimeter of the site. See the area within the blue lines shown in Attachment D, the Site Map.

3.5.30.2. If the Contractor fails to maintain the NWYWPF, such as but not limited to, good housekeeping, litter control, mowing, maintenance of sedimentation/erosion control devices, etc. will result in liquated damages being assessed if not corrected.

3.5.31. Receive and stockpile dirt/grass received from residential customers only. Each customer is allowed to bring up to one (1) cubic yard to the YWPF. The County shall transport this material for disposal once the pile reaches 100 cubic yards. The estimated quantity per year is no more than 500 cubic yards. The cost of disposal of this material shall be included in the Contractor's bid price.

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3.5.32. Allocation of Mulch for Residential Pick-up.

3.5.32.1. Residential Mulch - The Contractor shall process and transport yard waste material at the NWYWPF, meeting the contract specifications, to a designated area for Free Pick-up and use by County residents. Up to 10 tons of processed material will be made available each month depending upon on residential use.

3.5.32.2. Residential Mulch - Should the stockpiled residential free-mulch, not be depleted, cause an odor problem, become a site nuisance or pest control issue, or become degraded by moisture, mold, or fungus, then the material will be removed by the NWYWPF Contractor and placed into the processed material piles. The removed material will be replaced with fresh processed materials.

3.5.32.3. The costs associated with the Residential Mulch services, will be fully accounted for in the Contractor's bid price.

3.5.33. Conduct operations on the facility to minimize loss of aggregate base material. The Contractor shall maintain the condition of the aggregate base material in a hard and compacted working surface which is free of ruts or soft areas so as to properly drain.

3.5.33.1. If the aggregate base layer develops ruts or soft areas, the Contractor shall repair the area(s) within 30 calendar days of written notice by the County.

3.5.33.2. The Contractor, at no cost to the County, shall remove and replace all base material contaminated with unsuitable material, defined as vegetative material, muck, soft loose soils, or other material that ruts when residential vehicles travel over) with clean crushed aggregate base material that is equivalent to the original aggregate.

3.5.33.3. New aggregate material shall be placed to result in a minimum aggregate compacted depth of six inches (6") at the NWYWPF.

3.5.33.4. The new aggregate base material shall be approved by the County prior to installation.

3.5.33.5. The contractor operations manager and the HCSW project manager should hold mandatory meeting for aggregate base material inspection biannually. This should occur outside of the weekly HCSW PM's site inspection. At this meeting any and all required repairs to the aggregate base material should be noted and signed off on by both parties and the required repairs should be completed within 30 days of signed agreement. This repair should be at the contractor's expense.

3.5.34. During normal daily operations of the NWYWPF facility, if there are localized areas of aggregate loss two inches (2") or greater or rutting (greater than six inches (6")), the Contractor shall remove unsuitable or unstable material, replace with aggregate, and regrade those areas at no additional cost to the County.

3.5.35. The Contractor shall take a minimum of 10 core samples (or utilize another suitable method with County approval) of the aggregate base layer to determine the average depth of remaining aggregate at the end of the first year (12 months from the initial award), annually thereafter; with exception to the last year of the contract term where core samples shall be taken eight (8) weeks prior to the end of the contract.

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- 3.5.35.1. The number and locations of the cores shall be determined by the County and shall be taken in the presence of County staff.
- 3.5.35.2. The unpaved aggregate base course was constructed to an average depth of six inches (6") at the NWYWPF. If the average depth of aggregate base course is four inches (4") or less, the Contractor, at their expense, shall clean the entire facility of organic material and restore the compacted thickness of aggregate base course over the entire facility to a uniform six inches (6") using material equivalent to the existing aggregate base material.
- 3.5.35.3. The replacement aggregate material shall be approved by the County prior to installation. The aggregate base work shall be completed within 30 calendar days of the coring program.
- 3.5.35.4. The cost of all coring testing, reporting, maintenance, replacement and repairs for this work shall be the sole responsibility of the Contractor.
- 3.5.36. Conduct operations so as to minimize damage to the asphalt paved surfaces within the facility. The Contractor shall repair to the satisfaction of the County, within 30 calendar days of written notice by the County, any damage to the asphalt pavement, which impacts the stability or performance of the pavement.
- 3.5.36.1. Core the asphalt and/or crushed aggregate surfaces with a minimum of 10 cores to determine the average depth of asphalt and/or crushed aggregate at the end of the contract.
- 3.5.36.2. The number and location of the cores shall be determined by the County and shall be taken in the presence of the County.
- 3.5.36.3. If the average depth of asphalt pavement is one half (0.5) inch less than originally constructed, the Contractor shall overlay the pavement with Type S-1 asphalt to re-establish the original depths of asphalt three inches (3") on the pad, and two inches (2") on the loop road of the NWYWPF entrance roads.
- 3.5.36.4. The replacement aggregate material shall be approved by the County prior to installation.
- 3.5.36.5. The cost of all coring, maintenance, and repairs for this work shall be the sole responsibility of the Contractor.
- 3.5.37. The Contractor shall provide security for the Contractor's equipment as well as the facility.
- 3.5.38. The Contractor shall allow access for inspection at all times during operating hours to the County, its authorized representatives, and to the proper representatives of any other authorized agency for the purpose of making such inspections as may be necessary to determine compliance with the requirements of any applicable statute, ordinance, regulation, or permits. No prior notice shall be required before such inspection.
- 3.5.39. The Contractor is responsible for detecting and segregating, in accordance with all Federal, State, and local regulations, non-horticultural materials inadvertently received at the work area including but not limited to municipal solid waste and hazardous waste.

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3.5.39.1. Municipal solid waste may be placed in the County provided container along with the bagged material and/or plastic bag debris.

3.5.39.2. The Contractor shall be responsible for any hazardous waste received and arrange for its proper disposal.

3.5.40. The County may elect to enforce one (1) or more of the requirements of this Contract with proper notification provided to the Contractor, at the time and choosing of the County, which shall not be construed as a waiver of the County's right to enforce the requirements.

3.6. Compost and Borrow Pit Program Requirements

3.6.1. The County intends to use and realize a benefit from the use of, a portion of the processed material from the NWYWPF in its Compost Program or temporarily store within the County's SCLF landfill borrow pit for future use. Both the Compost site and borrow pit are located at the SCLF. Any processed material that has not been designated by the County to be taken to the Compost Program or borrow pit at the SCLF, can only be taken to another disposal facility with the written prior approval of the County and at the County's discretion. The NWYWPF's processed materials should be used as to ensure any and all requirements for the SCLF Compost Program are met if for any reason the processed materials from NWYWPF are insufficient in quantity to meet the requirements as contracted for the NWYWPF.

3.6.2. In order to beneficially use the processed yard waste in the County's compost and borrow sites. The processed yard waste compost and processing specification must be as follows:

3.6.2.1. All yard waste received at the NWYWPF must be commingled. Commingled shall mean no segregation of palm fronds, branches, leaves, etc., and all materials are to be mixed in together as they are received and/or processed.

3.6.2.2. The exception is the processed material to be utilized for the County's Mulch Blend used for the Compost Program shall not contain untreated wood such as pallets, clean wood, or other commercial lumber products.

3.6.2.3. The processed commingled yard waste being sent to the Borrow pit can contain the same materials and processed the same (same screen size) as the County's Compost Program, but the borrow pit material can also contain the processed untreated wood pallets, clean wood, or other commercial lumber products.

3.6.2.4. The Contractor shall manage and identify materials in the field, the two (2) material composition types at the facility of origin (NWYWPF) in such a manner as to ensure the proper composition is being sent to the designated final use location (i.e. Compost Program or Borrow Pit) prior to delivery. The Contractor management plan will be provided and approved by the County, as part of the operations of the facility.

3.6.2.5. No sorting, segregation, or separation of material composition shall be allowed after leaving their facility of origin, in this case NWYWPF.

3.6.2.6. If material composition types cannot be identified or become intermixed, the material may be rejected or a plan provided by the Contractor for separating the material may be submitted to the County for approval; however, both options are to be at the County's discretion and at no additional cost to the County.

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3.6.3. The County's Mulch Blend designated for the compost program and/or Borrow Pit material shall be processed through four inch (4") or six inch (6") grates and at no time shall it be screened to remove the fines from the mulch without prior approval from the County. Should the County request a change in the four inch (4") or six inch (6") requirement, the Contractor shall be compensated according to unit cost within the contract for retooling/changing of screens.

3.6.3.1. The County shall periodically inspect the processed material being supplied by the YWPF contractor to verify an acceptable finished beneficial product is being delivered by the Contractor to the County's Compost Program.

3.6.3.2. The County reserves the right to require additional grinding or screening should the processed material not meet the County's specifications. The additional grinding or screening shall be at no additional cost(s) to the County.

3.6.3.3. The County reserves the right to halt production or refuse to accept materials at the Compost Program site and/or borrow pit for materials that do not meet specifications or contains contaminants, in the processed materials.

3.6.3.4. Any material received at the Compost Program site or borrow pit that is rejected due to not meeting specifications or contamination shall be transported by the County for disposal and all associated costs for this effort, in addition to material quantities, shall be deducted from the Contractor's monthly invoice.

3.6.3.5. The contractor shall provide no less than four (4) truckloads of processed mulch to the HCSWLF, 100 tons per day. This is to the compost operation only. If the HCSWLF needs additional processed materials taken to the borrow pit it is to be an additional request outside of the contracted 100 tons per day to compost. Compost does reserve the right to refuse delivery at any time and should they refuse, then the refused materials can be delivered to the borrow pit. The refusal of materials must be documented in an expressed writing or email to the HCSW PM prior to the diversion of contracted receiving processed materials.

3.7. The County reserves the right to take possession of all material at any time. The Contractor shall be given prior notice, should the County at its discretion, decide to change the requirements for receiving/processing of yard waste and/or destination of the final disposal site.

3.8. Contract Transition Periods

3.8.1. Transition plan for the beginning of the Contract Period

3.8.1.1. Contractor shall mobilize equipment, labor, and all other items needed to provide the contractual obligations of the Contract.

3.8.1.2. The Contractor shall mobilize one or more grinder(s) and equipment to the NWYWPF to process and remove the existing stockpiles of material from the previous contractor and transition to the new contractors' operations, within 60 days from mobilization of the grinder to the facility. This time period may be extended with County approval.

3.8.1.3. Existing Unprocessed Materials - The Contractor shall process (grind) the

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unprocessed yard and wood waste material already onsite at the beginning of the transition period. The material shall be processed according to the contract.

3.8.1.4. Newly Processed Materials from Existing Unprocessed Materials - The Contractor shall then load, transport, and disposed of the newly processed yard waste material. The newly processed yard waste material may be taken to either the Contractor's site or the SCLF (Compost or Borrow Pit), depending on the disposal option as directed by the County.

3.8.1.5. Existing Processed Materials - The Contractor shall load, transport, and dispose of the processed yard waste materials that was already onsite from the previous contractor. The existing processed yard waste materials will be disposed of at either the Contractor's site or the SCLF, depending on the disposal option as directed by the County.

3.8.1.6. The County shall determine the manner to handle and manage any material left on site from the previous contract depending upon its stage of processing (i.e. some material may already be processed, and some material may be unprocessed). No commingling of existing pre-transition unprocessed and new inbound unprocessed materials shall occur during this period. If materials are commingled, then the liquidated damage shall be assessed. Accurate tracking, recording, and invoicing quantities shall be kept separate from other work under this contract.

3.8.1.7. The Contractor shall make sufficient area for receiving new inbound material and there shall be no commingling of any materials from the previous contract with the new inbound material. If materials are commingled, then the liquidated damage shall be assessed.

3.8.1.8. The priority for this transition period will be to provide sufficient area to safely allow new inbound material to be accepted, maintaining a safe distance from the Contractor's processing equipment and operations, and timely removal of all material from the previous contractor and to transition quickly to the new contractor operating the Facility. The Contractor shall develop, and submit in writing for County approval, a plan, the areas to be utilized for in-bound material, traffic patterns for both in-bound customers, estimated quantities of materials of yard and wood waste onsite remaining from the previous contract, timeframes for accomplishing handling and processing of materials onsite, and the contractor's equipment. During this period, the County may at its discretion, divert new in-bound material from the YWPF to allow the Contractor sufficient time to clear enough area for the safe use of the NWYWPF by its customers. The diverted in-bound material will not be considered part of this contract.

3.8.1.9. The amount of material for both processed and unprocessed material shall be based upon County survey for material, conversion rate as approved by the County, tonnage records, scaled tonnages, or combination as approved by the County.

3.8.2. Transition plan for the end of the Contract Period

3.8.2.1. Continue to provide all other contractual obligations of the Contract.

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3.8.2.2. Eight (8) weeks prior to the end of the Contract Period, the Contractor shall be required to provide the County with a preliminary inventory of materials by type (processed and unprocessed) remaining at the NWYWPF awarded to the Contractor. The Contractor shall provide sufficient processing capabilities, to process (grind) the inventory of stockpiled unprocessed material by 80 percent (by volume) prior to, or by, two (2) weeks prior to the end of the contract.

3.8.2.3. Two (2) weeks prior to the end of the Contract Period, the Contractor shall:

3.8.2.3.1. Manage the new in-bound unprocessed materials in a separate stockpile from the unprocessed materials stockpile(s) that was onsite prior to the 2-week end of contract period. This material will remain unprocessed unless the County approves.

3.8.2.3.2. Continue to manage the unprocessed material stockpile(s) begin, and/or continue to, process manage the material stockpile(s) of processed materials.

3.8.2.3.4. The two separated stockpiles of unprocessed materials will not be commingled during this period.

3.8.2.3.5. The Contractor shall commence with transitioning to loading, transporting, and disposing of the processed materials until the last day of the contract.

3.8.2.3.6. Continue with managing and stockpiling in-bound materials unprocessed materials, manage and organize remaining unprocessed and processed materials into separate uniformly stockpiled piles, begin demobilization of equipment, and commence on completion of restoration of the Facility to the same or better condition as when the contract began.

3.8.2.4. A final inventory of materials that have been unprocessed or processed and stockpiled on-site, as well as an inventory of materials taken to a final disposal location, shall be provided to the County following the last day of the Contract. The County shall confirm and approve the final quantities and provide the Contractor with the results.

3.8.3 The County may bring in either an independent party, or County surveyors, to inventory the facility, and the quantity and type of material remaining.

3.9 Contingency hauling of municipal solid waste from the Transfer Stations to the Southeast County Landfill (SCLF) and the Resource Recovery Facility (RRF).

3.9.1. The Contractor shall provide a rate per ton for contingency transportation of municipal solid waste from the Transfer Stations [Northwest Transfer Station (NWTS) or South County Transfer Station (SCTS)] to the Southeast County Landfill. or Resource Recovery Facility located at 350 N. Falkenburg Rd

3.9.2. Self-unloading trailers shall be used by the Contractor and be able to handle the capacity and weight of municipal solid waste (approximately 20 to 24 tons, minimum, in a

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typical 100-Cubic Yard capacity trailer) being loaded and packed using the County's packing cranes at the transfer stations. The County shall not assume any liability for damages to the Contractor's trailers. The County will be responsible for loading and packing trailers at the SCTS and the NWTS.

3.9.3. Only upon County direction, in writing or through an issued purchase order, shall the Contractor be directed to transport municipal solid waste on a contingency or temporary basis from the awarded Transfer Station to the SCLF. Due to the unknown quantities required to be transported, this service and compensation would be outside of the normal yard waste operations and require a separate tracking and reporting.

3.9.4. Transportation would be based on a one-way trip from the Transfer Station (NWTS or SCTS) to the SCLF or RRF.

4. Site Plan for NWYWPF

4.1. The attached Site Plan for the NWYWPF reflects the required layout for the stockpile materials and offsets between materials piles to provide the most efficient storage pile orientation and still comply with relevant regulations. Using this Site Plan, the calculated maximum allowable volume to be stored at the NWYWPF was determined and compared with the maximum storage stated in the EPC and FDEP permits or allowed by local codes and Fire Marshal regulations. The most restrictive or stringent requirement for the facility was used to limit the maximum allowable volumes. The Contractors shall not exceed the maximum allowable volume shown in the Site Plan.

4.2. The Contractor may submit an alternative facility layout, to include volume calculations; however, the County would need to review and approve any alternative Site Plan prior to being utilized by the Contractor.

5. Final Disposal Sites for Processed Material from the NWYWPF:

5.1. The final disposal sites shall be either the Contractor's approved disposal facility, or the Borrow pit and Compost sites located at Southeast County Landfill (SCLF), 15960 County Road 672, Lithia, FL 33547.

5.1.1. If yard waste material is not sent to SCLF, then the final disposal site shall be approved by the County. The agreements or contracts for acceptance of the material between both parties at the approved disposal site, and/or permitted by any and all regulators, e.g. EPC, FDEP, etc. must be provided to the County prior to shipment.

5.1.2. Quantities shipped shall be included in monthly reporting from the Contractor.

6. NWYWPF Reporting Requirements, Record Keeping, and Weighing Requirements

6.1. Reporting - The Contractor shall keep monthly operating records of incoming and outgoing material at the facility according to FAC, Chapter 62-709 and make these records available for inspection by County, State or other local agencies.

6.1.1. The County shall provide the Contractor with daily, monthly, and yearly scale reports of incoming material, and all outgoing material.

6.1.2. The Contractor shall compile a monthly and annual report to be submitted to the County based on the daily truck scale house records. The Contractor shall provide a monthly report, see Attachment G, Yard and Wood Waste Service Monthly Reporting, along with the Contractor's

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monthly invoice by the 10th day of the following month documenting:

- 6.1.2.1. Total tons delivered to the processing facility(s)
- 6.1.2.2. Total tons processed
- 6.1.2.3. Total tons of rejected material
- 6.1.2.4. Total tons of products loaded and transported including the final disposal site
- 6.1.2.5. Facility unprocessed inventory
- 6.1.2.6. Facility processed inventory
- 6.1.2.7. The County has the right to request additional reporting information at any time

6.1.3. Records forwarded to the County shall be placed on a portable drive, or sent via email, with an Excel spreadsheet, or other electronic format approved by the County, of the records.

6.2. Record Keeping and Weight of Materials

6.2.1. Incoming/Outgoing Material Weighing - All material entering or leaving the NWYWPF shall be weighed using the County's facility truck scales at point of origin of the material.

6.2.2. All material entering the SCLF for composting/borrow pit use shall be weighed using the landfill's truck scales.

6.2.3. The County shall maintain the truck scale records that show the amount of material delivered to and from the facility and County scales shall be used measuring for the purpose of compensation.

6.2.4. All trucks and trailers shall have a unique identification number, matching County records for that vehicle, attached to the vehicles and be large enough and in a location that the County scale house attendant can easily see as the vehicles enter the scales. Such records shall include the hauler's identification, truck number, weight, and franchise area, as applicable. DO NOT INTERCHANGE truck numbers between trucks or trailers.

6.2.4.1. Contractor shall be responsible for submitting all truck and trailer information for their company and any subcontractors to the County along with overweight permits and to review all the information for accuracy and updates whenever changes occur. This information will be submitted in accordance with the County guidelines for registering vehicles without exception.

6.2.4.2. Contractor shall provide magnetic door sign to display the company for which they are hauling.

7. Contractor Responsibilities

7.1. The Contractor shall notify the County within 48 hours of notice of any legal or regulatory actions, or any Notices of Violation taken against the Contractor or subcontractor utilized within the scope of this contract.

7.1.1. The Contractor shall immediately, and no later than within 24 hours, prepare a response or draft a County response to the notice and provide to the PM and begin

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immediate corrective action against any non-complying condition.

7.1.2. Failure by the Contractor to take corrective action which is required by law or these Specifications shall result in the County assessing a claim for the full amount, to include the violation fine and all related costs associated with the violation and termination of the contract.

7.1.3. The Contractor shall be responsible for any fines resulting from any violations occurring at the NWWYWP.

7.2. The Contractor shall assist the County in maintaining the County's EPC Authorization, the FDEP Registration, and any other applicable local, state, and federal permits and laws. Failure to comply with requirements of the permit(s) may subject the Contractor to a claim by the County for the full amount of any fines, as well as all related costs associated with the non-compliance of the permit, and termination of the contract.

7.3. If for any reason the Contractor is unable to market or transport and dispose of yard waste material that has been onsite at the Facility for more than three (3) months, or is in excess of permit volumes, or not meeting other facility requirements, whichever is the stricter requirement, then with the County's preapproval, that material will be processed (if not already processed) and sent to the SCLF Borrow pit or Compost site.

7.4. The Contractor shall be responsible for all other required, inspections, licensing, registrations or permits related to the performance of this Contract.

7.5. Any and all signage and traffic control devices must be approved by the County prior to being installed.

8. Contractor Personnel Requirements

8.1. Qualifications of Personnel: The Contractor shall employ qualified personnel, who must speak English or are bi-lingual in Spanish, to ensure that there is clear communication to safely operate the facility, in accordance with permits, provide good customer service, and ensure all materials are managed and processed in accordance with all applicable operational regulations and rules outlined in FAC, Chapter 62-709.

8.1.1. Personnel shall be knowledgeable of standard facility operation, maintenance, and coordination of the NWWYWP, at all times. Standards of facility operation include but are not limited to minimum processing requirements under this Contract, and the detection of prohibited materials.

8.1.2. The supervisor shall be a competent person who shall be fully authorized as the Contractor's agent.

8.1.2.1. The replacement of any of the Contractor's supervisory personnel shall be with personnel of similar skills and experience, and with the written authorization of the County. The County reserves the right to request resumes of any replacement supervisory personnel prior to any changes.

8.1.3. Onsite Worker Attire and Uniform Name and/or Logo Requirements – Contractor personnel may be required to stop work if not properly attired in a manner that is commensurate with the work being performed. Contractor personnel are expressly prohibited from wearing short-shorts, tank tops, muscle shirts, halter tops, sandals, flip-

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flops, or any type of open-toed shoes. Working bare-footed is also prohibited. The Contractor shall ensure that each of its representative wear a shirt which plainly and prominently identifies the Contractor's/Sub-Contractor's company name and/or which contains the Contractor's imprinted, embroidered, or an applique of the company logo affixed thereto.

8.1.4. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable under this Contract.

9. Operations and Maintenance Plans

9.1. The Contractor shall provide an Operations and Maintenance Plan (Plan) 30 days after the commencement date of this Contract for approval by the County and updated upon request of the County, and also by September 30th of each year thereafter for approval by the County.

9.1.1. A site-specific plan shall be developed for the NWYWPF. The Plan shall detail the methods to be used to operate and maintain a safe and efficient working facility in accordance with the Contract.

9.1.2. The following is a list, including but not limited to, are items to be addressed within these plans:

9.1.2.1. All staffing levels

9.1.2.2. All equipment proposed for use and backup provisions, including, but not limited to:

9.1.2.2.1. Design capacity

9.1.2.2.2. Size

9.1.2.2.3. Model

9.1.2.2.4. Manufacturer

9.1.2.2.5. Name place information

9.1.2.2.6. Horsepower.

9.1.2.3. Facility maintenance schedules

9.1.2.4. Policies and procedures regarding receiving, processing, and stockpiling unprocessed and processed materials along with odor and dust control measures.

9.1.2.5. Cycle time to receive, process, and remove material

9.1.2.6. Handling and reporting of accidents and injuries

9.1.2.7. Traffic and equipment operational control for safe operations.

9.1.2.8. Details of the process to be used for marketing and delivery of the final processed product which shall also include a backup marketing plan which specifically identifies the end- market user(s); permit(s); end-user approval or contracts for receiving the material

9.1.2.9. Safe work measures for staff, personnel and customers.

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9.1.2.10 Safety control

9.1.2.11 Dust and Odor control

9.1.2.12 Management details of all material to meet project specifications or final disposal site requirements.

9.1.2.13. Management of the Facility and material, prior, during and after hurricane seasons.

9.1.2.14. Equipment Maintenance

9.1.2.15. Fire response, fire control, fire safety and fire prevention

9.1.2.16 All other related tasks and responsibilities

9.2. Emergency Response and Preparedness Plan

9.2.1 The Contractor shall be on-call 24 hours a day, seven (7) days a week to respond to facility emergencies. The Contractor shall have a competent and experienced person available to operate the facility including but not limited to moving or processing materials as required by emergency responders.

9.2.2 The Contractor shall be equipped and prepared to operate under emergency situations and shall develop an emergency response and preparedness plan to prepare and respond to natural disasters such as approaching hurricanes, tropical storms, or other emergencies such as fire, fuel spills, and receipt of hazardous waste, etc. The Plan shall include at a minimum:

9.2.2.1 A list of emergency contacts, including telephone numbers that shall allow for contact 24 hours a day, seven (7) days per week. This list shall be updated annually.

9.2.2.2 Spill response procedures

9.2.2.3 Natural disaster preparedness and response including, back-up equipment, personnel, rental agreements, etc.

9.2.2.4 Facility and equipment security

9.2.3 In case of accidents involving the Contractor and County customers, the Contractor is responsible for notifying the County immediately by telephone or email but in no case later than 24 hours after the occurrence.

9.2.4 In case of damages to County property caused by the Contractor, the Contractor is responsible for notifying the County immediately by telephone or email but in no case later than 24 hours after the occurrence. Damages to County property include but are not limited to damages to buildings, heavy equipment, fencing, lights, and vehicles.

9.2.5 All damages resulting from the Contractor's activities, operations, negligence, or other reasons shall be remedied, repaired, or compensated at no cost to the County.

10. NWYWPF Operations Prior to, During, and at the End of Hurricane Season

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10.1 No later than the first week in May, the Contractor shall have inventories reduced to no more than 60 % of the maximum facility capacity (combined for both processed and unprocessed) at the NWYWPF as shown on the Site Plan or County approved capacity.

10.1.1. The NWYWPF shall remain at this reduced onsite storage volume capacity throughout the hurricane season (per US NOAA office, Hurricane season is defined as beginning June 1 and ending November 30).

10.2. A single designated and contiguous location, at the NWYWPF, shall be set aside for potential use as a temporary storage area for debris and shall remain available (clear of all other yard waste materials, equipment, etc.) throughout the duration of the hurricane season.

10.2.1. This area shall be used for post-disaster recovery efforts only. The designated location shall have an area equal to at least the area (footprint) of one of the largest piles shown on the NWYWPF Site Plan or the area required to accommodate the 40% reduction in facility capacity, whichever area is larger.

11. NWYWPF Operations during Emergency Disaster or County Directed Special Events

11.1 These criteria would only be utilized during declared natural disasters, emergencies, manmade emergencies, or if County operations dictate a specialized need to manage yard waste in a specific manner.

11.2 Only upon County direction, in writing, shall the Contractor be directed to be responsible for receiving, processing, and hauling of specific material during this specific period. Due to the unknown quantities or type of materials generated, this service and compensation would be outside of the normal operations and a separate tracking, reporting, invoicing, and bid line items would be utilized for this specific work.

11.3 In the event of a declared or undeclared emergency, natural disaster emergencies, manmade emergencies, or if the County dictated special event, the Contractor shall be responsible for accelerating operations to accommodate the excess material expected to be received. If the event is a Florida Division of Emergency Management (FDEM) related event, the Contractor shall be responsible for adhering to all Federal Emergency Management Agency (FEMA), FDEM, or County rules.

11.3.1. In the case of an emergency declaration or County dictated special event, the Contractor shall provide all necessary work elements including but not limited to labor, supervision, and equipment to receive, process, and transport all excess material to a final disposal site. This work must provide a level of operations that allows for maintaining permit material limits.

11.3.2. All inbound and outbound waste may bypass scales to assist with the expected volume. Processed and unprocessed material shall be calculated by yards then converted to tons if scales are bypassed. The conversion rates will be approved by the County for this period.

11.3.3. The debagging requirement may be lifted at the direction of the County with the understanding that in-bound bagged yard waste would have to be delivered to either another designated County facility or a separate stockpile would be designated at one of, or at each of the, YWPF.

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11.3.3.1. The separate stockpile location would be coordinated by the County with the Contractor managing the NWYWPF. This may have an impact on the “normal un-bagged” yard waste tonnage delivered during this period. The intent would be to utilize this criterion only during declared natural disasters, manmade emergencies, or if County operations dictate a need to lift the debagging requirement.

11.3.3.2. The Contractor may be responsible for receiving, processing, and hauling the bagged material during this period.

11.3.4. All FEMA-related material or County directed special event materials shall be segregated into a separate pile from regular operational material.

11.4. Labor Rates and Equipment during Disaster-or County Directed special Related Events

11.4.1. Labor rates shall be paid through the line items established within this Contract for these events.

11.4.1.1. All labor shall require detailed backup including, but not limited to, employee timesheets, temporary labor invoices, and dates and times managers and supervisor’s work.

11.4.1.2. A spotter shall be required on the ground throughout the declared emergency work. The appropriate time sheets and logs shall be provided by the County for tracking labor and equipment hours.

11.4.1.3. The County shall notify the Contractor when to perform services under these Events.

11.4.1.4. There are no guarantees of time or quantities to be utilized under these Events.

11.5. All County approved itemized equipment types shall be paid in accordance with the FEMA Schedule of Equipment Rates published PRIOR to the event.

11.6. Record-Keeping during Disaster or County Directed Special Related Events

11.6.1. Daily Records, signed by the Facility Manager or Supervisor as being accurate, with total hours record, are to be kept daily by the Contractor. Daily Records shall match payroll records. Payroll records, or subcontracted invoices for temporary labor, shall be made available for audit upon request to verify records.

11.6.2. Daily Records shall be reviewed, and approved, by both the County and Contractor on a daily, or no longer than a weekly basis. Daily Records not reviewed and approved within 30 days of providing these services shall be considered un-verifiable and not eligible for reimbursement.

11.6.3. Both equipment and labor hours, are to be invoiced for ONLY hours working directly related to providing emergency assistance activities. The Emergency Assistance hours are to be only invoiced for hours provided over and above the hours that the equipment or labor would have been normally working at the Facility as part of providing services under the Contract.

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11.6.4. Personnel shall be invoiced according to the labor position/classification they started at the beginning of the day. No allowance shall be made for variation in the labor position/classification during that specific day.

11.6.5. If personnel are spending time or managing multiple YWPF, the time invoiced to a specific YWPF shall include travel time to/from that YWPF and the total daily hours for that person, claimed for all YWPFs that day, shall not total more hours than worked for that individual person (i.e. A Facility manager oversees three (3) facilities but can only physically work a total of 10 hours for that day, and cannot invoice 10 hours per facility or 30 hours total for that day).

11.6.6. The County and Contractor shall agree, in writing, on each personnel assigned labor position/classification at the start of this special event. Personnel shall not be allowed to change labor position/classification without prior approval, in writing, from the County. If approval is not obtained, the lower previously approved labor position/classification for that person shall be used.

12. County Responsibilities

12.1. The County shall be responsible for the following:

12.1.1. Maintain all necessary local, state, and federal permits.

12.1.2. Provide access to the NWWYWPF

12.1.3. Provide weighing and billing of all yard waste at onsite scale houses and provide the Contractor with weekly tonnage totals for the facility to assist in determining when the facility is approaching the maximum tonnage as indicated on the site plans provided by the County, or allowed per the EPC Authorization, FDEP Regulation, FAC, Chapter 62-709, and any other rules, regulations, ordinances, and requirements, whichever is more stringent.

12.1.4. Make payment at the unit price per ton noted within the Contract based on the total tons loaded and transported to the final disposal site as directed by the County and as outlined by the line items of this Bid, minus the total tipping fees for rejected materials hauled by the County from the NWWYWPF.

12.1.5. The County shall provide containers and hauling of rejected materials at the facility at no additional cost.

12.1.6. The Contractor's staff shall first attempt to resolve any issues with the public related to loads containing rejected materials unless the situation is elevated at which time the County shall be contacted, and the County will then resolve.

12.1.7. Provide a contact number for direct customer assistance concerning facility locations, hours, product availability, and any additional information as requested. This should be posted on signage at the YWPF site entrance for customer/resident viewing at the entrance to the NWWYWPF.

12.1.6. Designate an area for the Contractor to set aside up to 10 tons of processed material to allow any citizen of Hillsborough County to obtain Mulch (approximately two (2) yard limit per citizen).

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12.1.6.1. Citizens shall be allowed access to the Mulch by providing a copy of their current property tax bill showing the Solid Waste assessment and a photo ID.

12.1.6.2. Citizens shall be required to load their own Mulch into their vehicle/container.

12.1.6.3. No tools or loading assistance shall be provided by the Contractor or the County.

12.1.7. If for any reason the County is unable to accept processed yard and wood waste (Mulch) at the SCLF Borrow pit or Compost site, the County will inform the Contractor, in writing, of the County intent to have the notification, the Contractor shall be allowed no more than three (3) months to market material for delivery to an alternate site; however, this timeline may be extended by the County.

12.1.8 Management of processed material being unloaded in the Borrow pit.

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SOUTH COUNTY YARD WASTE PROCESSING FACILITY MINIMUM REQUIREMENTS

1. South County Yard Waste Processing Facility (SCYWPF) Description:

1.1. The SCYWPF has a Hillsborough County Environmental Protection Commission – Director’s Authorization Approval (EPC Authorization) for a Yard Waste Processing Facility and a Florida Department of Environmental Protection (FDEP) Yard Waste Facility Registration (FDEP Registration) that covers the operations of the facility. The County is responsible for the renewal of these permits, and the Contractor shall be responsible for operating, maintaining the facility, and adhering to the conditions of these permits.

1.2. The SCYWPF is located at the South County Transfer Station (SCTS) facility at 13000 U.S. 41S, Gibsonton, Florida, just north of Big Bend Road, see Attachment E, Site Map and Maintenance Area. The SCYWPF is approximately a 7.0-acre facility within the SCTS property limits. The two (2) Facilities share the SCTS scale house and entrance. Access to the facility is by paved entrance road, and the yard waste processing area is unpaved.

1.3. Electrical and potable service is NOT provided to the SCTS facility. Should the Contractor need electrical or water services for their operation, the Contractor shall be responsible for all costs of any furnishing and maintenance of this utility service.

2. Historical Quantities

2.1. The minimum estimated total annual tonnage to be managed and processed is estimated to be 33,000 tons per year for the facility, as shown in Table 1 (Section 2.3) below. The tonnages can vary annually and seasonally and exceed that estimate. The County makes no representation or guarantee of future tonnage and the Contractor shall accommodate any decrease or increase in tonnage, to include but not limited to, changes in volumes brought to the facility from franchise collector waste, commercial yard waste, self-hauled residential material, and excess materials in the event of a natural disaster or manmade event.

2.2. Table 1 (Section 2.3) below reflects the historical tonnage of the yard and wood waste received at the County’s SCYWPF and provides a breakdown of tonnage received at the facility, by month, and by fiscal year where annual and seasonal variances can be reviewed and planned for by the Contractor for the prior years. The totals for FY 22, FY 24 FY 25 include materials accumulated from Hurricane Ian, which impacted Hillsborough County in September 2022 and Hurricanes Helene and Milton which impacted Hillsborough County in September and October 2024 with debris collection occurring until late March 2023 for hurricane Ian and into March 2025 for hurricanes Helene and Milton.

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2.3 Table 1. Historical Yard Waste Tonnages Received at the SCYWPF facility

3. Minimum Requirements for Services to be provided by Contractor

FY 20		FY 21		FY 22	
Month	Tons	Month	Tons	Month	Tons
2019-10	2,221.30	2020-10	2,372.82	2021-10	2,387.36
2019-11	1,909.76	2020-11	2,409.65	2021-11	2,379.51
2019-12	1,569.21	2020-12	2,138.83	2021-12	1,846.82
2020-01	1,900.93	2021-01	2,107.36	2022-01	2,793.62
2020-02	2,543.44	2021-02	2,375.53	2022-02	1,910.95
2020-03	3,205.57	2021-03	3,293.57	2022-03	3,958.25
2020-04	2,853.66	2021-04	2,657.89	2022-04	2,772.15
2020-05	3,044.80	2021-05	2,531.10	2022-05	2,680.05
2020-06	2,815.45	2021-06	2,502.07	2022-06	2,908.93
2020-07	2,669.73	2021-07	2,881.18	2022-07	2,596.23
2020-08	2,800.93	2021-08	4,039.41	2022-08	2,906.40
2020-09	2,709.82	2021-09	3,960.49	2022-09	2,631.36
Totals	30,244.60	Totals	33,269.90	Totals	31,771.63
FY 23		FY 24		FY 25	
Month	Tons	Month	Tons	Month	Tons
2022-10	2,278.54	2023-10	2,986.57	2024-10	3,357.57
2022-11	2,504.98	2023-11	2,512.75	2024-11	903.54
2022-12	2,481.93	2023-12	2,092.95	2024-12	1,307.14
2023-01	2,369.84	2024-01	2,570.08	2025-01	2,655.21
2023-02	2,895.95	2024-02	3,341.47	2025-02	3,357.01
2023-03	3,691.80	2024-03	4,182.63	2025-03	4,108.96
2023-04	2,946.17	2024-04	3,736.98	2025-04	3,388.74
2023-05	3,040.19	2024-05	3,302.00	2025-05	
2023-06	3,003.92	2024-06	2,687.89	2025-06	
2023-07	2,556.90	2024-07	3,108.89	2025-07	
2023-08	2,597.93	2024-08	3,739.27	2025-08	
2023-09	2,653.61	2024-09	2,886.05	2025-09	
Totals	33,021.76	Totals	37,147.53	Totals	19,078.17

3.1. Authorized Material to be Received and Processed by the Facility.

3.1.1. The County-owned SCYWPF is only authorized to receive and process the following materials, as defined in FAC, Chapter 62-709.201;

3.1.1.1. Five (5) “Clean wood” means wood, including lumber, tree and shrub trunks, branches, and limbs, that is free of paint, glue, filler, pentachlorophenol, creosote, tar, asphalt, chromated copper arsenate, other wood preservatives or treatments.

3.1.1.2. Twenty-Five (25) “Yard trash” means vegetative matter resulting from landscaping maintenance or land clearing operations and includes materials such as tree

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and shrub trimmings, grass clippings, palm fronds, trees and tree stumps, and associated rocks and soils. Soils must be free of odors and other visible foreign contaminants. For purposes of this chapter, it also includes clean wood. (Note: for the purposes of these Specifications Yard Trash and Yard Waste are the same).

3.1.1.3. Twenty-Six (26) "Yard trash processing facility" means a yard trash transfer station or a facility at which yard trash is processed into a size-reduced, usable material or is composted, but does not include a facility used for the disposal of yard trash. (Note: for the purposes of these Specifications Yard Trash Processing Facility and Yard Waste Processing Facility are the same).

3.2. Shelters - The Contractor shall be responsible for providing and maintaining one (1) shelter at the SCYWPF, large enough to accommodate all employees during any operational shift and provide shelter for rest and adequate protection from the environment.

3.2.1. Personal vehicles or equipment are not considered as adequate shelter for employees.

3.2.2. Based upon the operational needs of the Contractor, additional semi-permanent, securely anchored structures such as mobile office trailer or metal structured buildings that meet local building codes, for use as temporary offices, equipment storage, and maintenance buildings to support the operations of the facility may be needed; however, these structures are to be provided, completely paid for, and the responsibility of the Contractor. Each YWPF site must have a ticket checker's structure at the entrance to the YWPF with signage that clearly states for all customers to stop for scale house receipt verification. Signage should be in both English and Spanish.

3.2.3. All shelters, offices, structures, or other operational needs (fuel tanks, maintenance shops, etc.) shall be provided by the Contractor, at their cost, and shall remain maintained in a manner and in accordance with local building codes. All expenses related to providing, operating, maintaining, and removing items needed for providing services and management for the facility shall be included in the Contractor's bid prices.

3.3. Portable toilets (for employees only) shall be provided, and maintained, by the Contractor at no additional cost to the County.

3.4. Contact number - Contractor shall provide the County Project Manager (PM) a 24-hour emergency contact phone number and update annually, at a minimum, or as required to ensure the contact information is current.

3.5. Contractor's Services

3.5.1. The Contractor shall provide all services needed to manage, receive, process (size reduced and screened), load, transport, unload, and dispose of yard and wood waste materials, according to these Specifications, at the SCYWPF, to either the Contractor's disposal location, or the Southeast County Landfill (SCLF) borrow pit or SCLF compost site, with disposal location determined by the County.

3.5.1.1. The Contractor shall provide all services needed to manage, receive, process (size reduced and screened), load, transport, unload, and dispose of yard and

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wood waste materials, according to these Specifications, at the NWWYPPF, to either the Contractor's disposal location, or the Southeast County Landfill (SCLF) borrow pit or SCLF compost site, with disposal location determined by the County.

3.5.2. The Contractor shall provide all these services, as requested by the County, for any yard and wood waste debris collected as a result of a declared natural disaster (i.e., hurricane, flooding, tornado, extreme weather), or manmade event, or to facilitate changes in the County operations).

3.5.3. The Contractor shall provide professional and courteous interaction with Hillsborough County customers, franchise collectors, and all County staff.

3.5.4. During the hours of operation, the Contractor shall provide a minimum of one (1) ticket checker, who must speak English or bi-lingual in Spanish, and the checker shall be directly employed by the Contractor. Ticket checker shall check and verify the customer's load and scale tickets when they arrive at the SCYWPPF for: the ticket checker position is to be a permanent staffed position, separate from the spotter or equipment operator, and is to be on site and at post at all times during the operating hours of the yard waste facility.

3.5.4.1. Valid date and time on scale ticket.

3.5.4.2. Scale ticket indicates inbound weight.

3.5.4.3. Load contains yard waste or wood waste only.

3.5.5. During the hours of operation, the Contractor shall provide a minimum of one (1) spotter, who must speak English or bi-lingual in Spanish, and the spotter shall be directly employed by the Contractor. The spotter is to be active in the operating area at all times. Should the spotter need relief for breaks and or bathroom visits, the ticket checker is not permitted to leave their post to cover. This position is to be separate from the ticket checker attendant and is also required to be on site and at post at all times during the operating hours of the yard waste facility.

3.5.5.1. Additional spotters may be needed and provided by the Contractor, if conditions of the facility operations warrant additional spotters, as identified and determined by the County. Such conditions may include but are not limited to:

3.5.5.1.1. Heavy traffic flow into/out of the facility.

3.5.5.1.2. During times when processing materials and additional safety precautions are needed.

3.5.5.1.3. The material piles height or facility volumes impact safe traveling within the work area and direct observation at all times of customers and employees utilizing the facility.

3.5.5.1.4. Unauthorized material is not being adequately removed by one spotter.

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3.5.5.1.5. Other conditions deemed by the County as needing additional spotters.

3.5.5.1.6. The additional spotters may be temporary labor staff.

3.5.5.1.7. The County shall inform the Contractor of the need for additional spotters, the reason for the request, and timeframes for implementation and removal of the additional spotter.

3.5.5.2. All spotter(s) shall be assigned to, and be present during all hours of operations, to control traffic, monitor loads for materials not accepted at the Facility, monitor unloading/loading operations for the efficient and safe management of materials for all loads of yard and wood waste from all incoming vehicles.

3.5.5.3. Required spotters are in addition to the operator of the front-end loader or other equipment. At their assigned post at all times. Not in their cars or the ticket checker's post unless relieving the ticket checker, and then the E/O should transition to serve as the spotter.

3.5.6. The Contractor shall provide all necessary labor, equipment, and personnel for the complete management of the SCYWPF, to store and process (size reduce and screen) the yard and wood waste into a processed yard waste material (Mulch). The services provided by the Contractor shall include, but not be limited to, the following:

3.5.6.1. Staffing, managing, and maintaining the facility during normal hours of operation.

3.5.6.2. Directing traffic at the facility to the appropriate unloading area, as well as, providing traffic control entering, utilizing, and exiting the facility.

3.5.6.3. Screening for and removing of contaminants and materials other than yard waste.

3.5.6.4. Managing the in-bound material into organized and uniform stockpiles or windrows.

3.5.6.5. Mobilizing a grinder(s) at the SCYWPF.

3.5.6.5.1. In accordance with Section 3.5.26.1 of this solicitation document an operational grinder must be on site at all times during business hours Monday through Saturday, between the hours of 7:30 a.m. to 5:00 p.m. eastern standard time (EST), excluding County holidays.

3.5.6.6. Loading of new inbound yard waste material into the grinder.

3.5.6.6.1. In accordance with Section 3.5.26.1 of this solicitation document an operational excavator must be on site at all times during business hours Monday through Saturday, between the hours of 7:30 a.m. to 5:00 p.m. EST, excluding County holidays.

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3.5.6.7. Placing processed material in stockpiles as directed by the County.

3.5.6.7.1. In accordance with Section 3.5.26.1 of this solicitation document an operational loader must be on site at all times during business hours Monday through Saturday, between the hours of 7:30 a.m. to 5:00 p.m. EST, excluding County holidays.

3.5.6.8. Loading of processed yard waste.

3.5.6.9. Transporting of the processed material to the final disposal site.

3.5.7. The Contractor shall invoice and receive payment only for all material weighed outbound (including material which may be hauled by the County based upon line item), which has been processed (grind), loaded, and transported to the final disposal location.

3.5.8. The Contractor may charge for re-tooling/changing screens as requested and to meet the County's requirements for composting or other County requirements.

3.5.9. The Contractor shall keep the operations of the facility and storage of materials in an organized, secure, and protective manner (from weather and wind exposure), as well as out of the view of users of the facility.

3.5.10. The Contractor shall abide by all OSHA standards for workplace safety and shall create and maintain the operations of the SCYWPF in a manner to ensure a safe environment for all employees and customers.

3.5.11. The Contractor shall operate and maintain the facility in compliance with National Fire Protection Association (NFPA) standard practices, as well as with FAC, Chapter 62-709.

3.5.12. The Contractor shall maintain their equipment in working order; all equipment shall be fully operational at all times. The Contractor is required to keep their equipment and supplies (including fuels, oil, water, and other liquids) from causing any contamination of the facility and adjacent areas by following best management practices for storage and maintenance.

3.5.12.1. Currently, the SCYWPF has three (3) secondary containments. If additional secondary containment shall be needed, regardless of tank size, capacity, or construction, the Contractor shall be responsible to provide their own secondary containment.

3.5.12.2. The Contractor shall have access to equivalent back-up equipment necessary to continue with its operations in accordance with this Contract.

3.5.12.3. The Contractor shall be responsible for all costs incurred as a result of equipment breakdown, including the rental of any back-up equipment. Specifically, should the Contractor's front loader/excavator, grinder, or other equipment critical to the continuous operations of the facility breakdown, it shall be replaced within 24 hours of breakdown.

3.5.13. The Contractor shall clearly display their company logo on the vehicles and

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equipment while on County property. All trucks will visibly display truck numbers on both driver and passenger side of the vehicle.

3.5.14. The Contractor shall ensure that each of its representatives who operate a motor vehicle in performance of the Contractor's responsibilities hereunder is properly licensed by the State of Florida for the operation of that vehicle.

3.5.15. All inbound and outbound yard and wood waste shall pass the County scales to calculate total tonnage. If the scales are inoperable at any time, weights shall be calculated as follows:

3.5.15.1. U
Unprocessed material (inbound) shall be calculated by 250 pounds per yard, then converted to tons.

3.5.15.2. P
Processed material (outbound) shall be calculated by an agreed-upon conversion rate between the Contractor and the County on a case-by-case, as-needed basis. 500 lbs. per cubic yard

3.5.16. The Contractor shall allow for all sizes of material as there is no limit on the size of the material to be received at the facility nor for processing of the material. Unprocessed yard waste shall be considered yard waste received in its original state regardless of length, width, and height.

3.5.17. The Contractor shall have no more than 2,000 tons inbound (according to scales), of unprocessed yard waste at the facility.

3.5.18. The Contractor shall begin processing (grinding) new yard waste material immediately but shall not exceed more than 2,000 tons of unprocessed material, at the SCYWPF, without size reduction operation occurring to reduce inventory below permit requirements to avoid liquidated damages being assessed.

3.5.19. The Contractor shall not store, or stockpile more than the total maximum volume or tonnage as listed on Attachment E, Site Plan. Piles cannot exceed dimensional constraints of 150 ft width 250 ft length and 25 ft height. Total site storage estimated not to exceed 23,500 tons per EPC permit and fire marshal.

3.5.20. The Contractor shall maintain all inbound unprocessed and processed materials in an orderly fashion at the facility with a front-end loader/excavator/dozer or other equipment on a continuous basis to minimize the footprint of the storage area used for both the unprocessed and processed material.

3.5.20.1. Orderly fashion shall include the staging and documentation of windrow/pile start dates to assist with permit compliance and timeframes of where size reduction is needed.

3.5.20.2. Orderly fashion shall also include maintaining stockpiled material in such a manner as to keep material from protruding out into travel path of

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vehicles or personnel, stacked to maintain a stable pile without material collapsing into, blocking, or causing a safety or access concern around the materials, maximizes the amount of material stockpiled in a pile, and in general, in an organized manner.

3.5.21. The Contractor shall allow no stockpiling of material in excess, at the Facility, as stated within the EPC Authorization, FDEP Registration, and/or regulations set by the Fire Marshall, Attachment E, Site Plan, or as specified herein whichever is more stringent.

3.5.21.1. The Contractor shall be responsible for reducing any excess material and/or removing it from the facility by whatever means necessary should the tonnage exceed the limits at any time. See liquidated damages clause in solicitation Terms and Conditions.

3.5.21.2. A written plan of action shall be emailed to the PM within 24 hours' notice of the exceedance. No work shall be performed to remove excess material prior to approval of the written plan of action by the PM.

3.5.21.3. The Contractor may request exceptions to the limits based on any natural events, i.e., storms, hurricanes, or other acts of nature. An agreed-upon restoration date between the County and the Contractor for bringing the facility back into compliance shall be established and strictly adhered to.

3.5.22. The Contractor shall safely operate size reduction equipment to avoid personal injury and property damage where equipment operates in close proximity to employees or the public.

3.5.22.1. The County reserves the right to stop operations on County property if safety rules are being violated.

3.5.22.2. Any violations may be cause for liquidated damages to be assessed.

3.5.23. Fire Protection, Dust, and Odor control

3.5.23.1. The Contractor shall operate the facility in such a manner that there is fire protection coverage of the entire facility (to include, but not limited to, structures, equipment, fuel storage area, waste bins, yard and wood waste materials) at all times.

3.5.23.2. The Contractor shall control airborne particles or odors to ensure that they do not travel beyond the limits of the facility.

3.5.23.2.1. Additional water, provided by the Contractor, or other methods shall be utilized for fire protection and to prevent the migration of particles.

3.5.23.2.2. The Contractor shall operate the facility in such a manner, so dust, odors, and yard waste particles do not become a

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health or safety issue, or complaint from the employees or County customers using, or adjacent property owners of the facility.

3.5.23.2.3. If the Contractor does not control dust migration, odors, or health and safety issues become an issue, and the issue is not resolved to the County's satisfaction, then either the Contractor shall cease operations and/or submit an alternate plan for the continued operations of the Facility, or it may be cause for liquidated damages to be assessed.

3.5.23.3. The Contractor shall exercise fire safety-watch procedures at all times and ensure that the facility is within codes and standards set by the NFPA. Any violations that may be cause for loss of assets, mulch being considered a county asset, or loss of use of the facility, or fire damage during or following, the event that is a health and safety issue may be cause for liquidated damages to be assessed.

3.5.23.4. The Contractor shall provide and maintain annually an Operations and Maintenance Plan which includes provisions for odor and dust control, as well as other potential environmental impacts.

3.5.24. A draft Operations and Maintenance Plan is to be available and submitted upon county request of the apparent low bidder. The Contractor shall then provide an Operations and Maintenance Plan in accordance with the Operations and Maintenance Section of this Specifications.

3.5.24.1. All operating plans are subject to County approval. Recurring violations of any of the plan's content may be seen as non-performance of the contract.

3.5.25. The Contractor shall follow all applicable permits regarding height/size, width limitations, and fire lane regulations relating to yard waste material piles, unprocessed and processed.

3.5.26. The Contractor shall operate size reduction equipment to ensure the inventory of unprocessed material remains in compliance with any and all applicable laws, rules, and regulations; any violations may be cause for liquidated damages to be assessed.

3.5.26.1. The Contractor shall at all times have a minimum of but not limited to (1) loader, (1) grinder, and (1) excavator on site and operational during business hours Monday through Saturday, between the hours of 7:30 a.m. to 5:00 p.m., excluding County holidays. The grinder, loader, and excavator are to be used solely for the work specified in this contract, unless the County grants permission for other uses. Failure to comply with this equipment requirement will result in liquidated damages of \$500 per day for the Contractor

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3.5.27. The Contractor shall adhere to all FDEP, EPC, and/or Fire Marshall Regulations regarding the storage of all onsite materials, whether unprocessed or processed.

3.5.28. The Contractor shall have onsite personnel at the facility, during normal business hours of Monday through Saturday, between the hours of 7:30 a.m. to 5:00 p.m. EST, excluding County holidays, to perform all the services pursuant to these Specifications.

3.5.28.1. Contractor's and subcontractor's trucks shall not get in line or block access to the scale houses prior to 7:00 a.m. EST.

3.5.28.2. Contractors and subcontractors' trucks shall not arrive at the scale houses after 4:30 p.m. EST to avoid keeping the scale house open past 5:00 p.m. EST.

3.5.29. It shall be the Contractor's responsibility for payment of all monthly Facility utility costs, as needed by Contractor to operate the Facility, unless otherwise provided by the County.

3.5.30. The Contractor shall be responsible for all onsite ground's maintenance, landscaping, weed control, mowing, and utility infrastructure. This also includes the application of housekeeping principles to reasonably ensure stormwater inlets and retention ponds are not impacted by vegetative run-off. This work shall incorporate installation and/or maintenance of stormwater grates, straw bales/erosion controls, and bollards. Minimum maintenance items shall include:

3.5.30.1. Sedimentation control (i.e. hay bales or geo-logs) along the west side, approximately 700 lineal feet, to include weed and vegetation around the perimeter of the site. See the area within the blue lines shown in Attachment F, Site Map.

3.5.30.2. If the Contractor fails to maintain the SCYWPF, such as but not limited to, good housekeeping, litter control, mowing, maintenance of sedimentation/erosion control devices, etc. will result in liquated damages being assessed if not corrected.

3.5.31. Receive and stockpile dirt/grass received from residential customers only. Each customer is allowed to bring up to one (1) cubic yards to the YWPF. The County shall transport this material for disposal once the pile reaches 100 cubic yards. The estimated quantity per year is no more than 500 cubic yards. The cost of disposal of this material shall be included in the Contractor's bid price.

3.5.32. Allocation of Mulch for Residential Pick-up.

3.5.32.1. Residential Mulch - The Contractor shall process and transport yard waste material at the SCYWPF, meeting the contract specifications, to a designated area for Free Pick-up and use by County residents. Up to 10 tons of processed material will be made available each month depending upon on residential use.

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3.5.32.2. Residential Mulch - Should the stockpiled residential free-mulch, not be depleted, cause an odor problem, become a site nuisance or pest control issue, or become degraded by moisture, mold, or fungus, then the material will be removed by the SCYWPF Contractor and placed into the processed material piles. The removed material will be replaced with fresh processed materials.

3.5.32.3. The costs associated with the Residential Mulch services, will be fully accounted for in the Contractor's bid price.

3.5.33. Conduct operations on the facility to minimize loss of aggregate base material. The Contractor shall maintain the condition of the aggregate base material in a hard and compacted working surface which is free of ruts or soft areas so as to properly drain.

3.5.33.1. If the aggregate base layer develops ruts or soft areas, the Contractor shall repair the area(s) within 30 calendar days of written notice by the County.

3.5.33.2. The Contractor, at no cost to the County, shall remove and replace all base material contaminated with unsuitable material, defined as vegetative material, muck, soft loose soils, or other material that ruts when residential vehicles travel over) with clean crushed aggregate base material that is equivalent to the original aggregate.

3.5.33.3. New aggregate material shall be placed to result in a minimum aggregate compacted depth of six inches (6") at the SCYWPF.

3.5.33.4. The new aggregate base material shall be approved by the County prior to installation.

3.5.33.5. The contractor operations manager and the HCSW project manager should hold mandatory meetings for aggregate base material inspection bi-annually. This should occur outside of the weekly HCSW PM's site inspection. At this meeting any and all required repairs to the aggregate base material should be noted and signed off on by both parties and the required repairs should be completed within 30 days of signed agreement. This repair should be at the contractor's expense.

3.5.34. During normal daily operations of the SCYWPF facility, if there are localized areas of aggregate loss two inches (2") or greater or rutting (greater than six inches (6")), the Contractor shall remove unsuitable or unstable material, replace with aggregate, and regrade those areas at no additional cost to the County.

3.5.35. The Contractor shall take a minimum of 10 core samples (or utilize another suitable method with County approval) of the aggregate base layer to determine the average depth of remaining aggregate at the end of the first year (12 months from the initial award), annually thereafter; with exception to the last year of the contract term where core samples shall be taken eight (8) weeks prior to the end of the contract.

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3.5.35.1. The number and locations of the cores shall be determined by the County and shall be taken in the presence of County staff.

3.5.35.2. The unpaved aggregate base course was constructed to an average depth of six inches (6") at the SCYWPF. If the average depth of aggregate base course is four inches (4") or less, the Contractor, at their expense, shall clean the entire facility of organic material and restore the compacted thickness of aggregate base course over the entire facility to a uniform six inches (6") using material equivalent to the existing aggregate base material.

3.5.35.3. The replacement aggregate material shall be approved by the County prior to installation. The aggregate base work shall be completed within 30 calendar days of the coring program.

3.5.35.4. The cost of all coring testing, reporting, maintenance, replacement and repairs for this work shall be the sole responsibility of the Contractor.

3.5.36. Conduct operations so as to minimize damage to the asphalt paved surfaces within the facility. The Contractor shall repair, to the satisfaction of the County, within 30 calendar days of written notice by the County, any damage to the asphalt pavement, which impacts the stability or performance of the pavement.

3.5.36.1. Core the asphalt and/or crushed aggregate surfaces with a minimum of 10 cores to determine the average depth of asphalt and/or crushed aggregate at the end of the contract.

3.5.36.2. The number and location of the cores shall be determined by the County and shall be taken in the presence of the County.

3.5.36.3. If the average depth of asphalt pavement is one half (0.5) inch less than originally constructed, the Contractor shall overlay the pavement with Type S-1 asphalt to re-establish the original depths of asphalt three inches (3") on the pad, and two inches (2") on the loop road of the SCYWPF entrance roads.

3.5.36.4. The replacement aggregate material shall be approved by the County prior to installation.

3.5.36.5. The cost of all coring, maintenance, and repairs for this work shall be the sole responsibility of the Contractor.

3.5.37. The Contractor shall provide security for the Contractor's equipment as well as the facility.

3.5.38. The Contractor shall allow access for inspection at all times during operating hours to the County, its authorized representatives, and to the proper representatives of any other authorized agency for the purpose of making such inspections as may be necessary to determine compliance with the requirements of any applicable statute, ordinance, regulation, or permits. No prior notice shall be required before such

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inspection.

3.5.39. The Contractor is responsible for detecting and segregating, in accordance with all Federal, State, and local regulations, non-horticultural materials inadvertently received at the work area including but not limited to municipal solid waste and hazardous waste.

3.5.39.1. Municipal solid waste may be placed in the County provided container along with the bagged material and/or plastic bag debris.

3.5.39.2. The Contractor shall be responsible for any hazardous waste received and arrange for its proper disposal.

3.5.40. The County may elect to enforce one or more of the requirements of this Contract with proper notification provided to the Contractor, at the time and choosing of the County, which shall not be construed as a waiver of the County's right to enforce the requirements.

3.6. Compost and Borrow Pit Program Requirements

3.6.1. The County intends to use and realize a benefit from the use of, the majority of the processed material from the SCYWPF in its Compost Program or temporarily store within the County's SCLF landfill borrow pit for future use. Both the Compost site and borrow pit are located at the SCLF. Any processed material that has not been designated by the County to be taken to the Compost Program or borrow pit at the SCLF, can only be taken to another disposal facility with the written prior approval of the County and at the County's discretion.

3.6.2. In order to beneficially use the processed yard waste in the County's compost and borrow sites. The processed yard waste compost and processing specification must be as follows:

3.6.2.1. All yard waste received at the SCYWPF must be commingled. Commingled shall mean no segregation of palm fronds, branches, leaves, etc., and all materials are to be mixed in together as they are received and/or processed.

3.6.2.2. The exception is the processed material to be utilized for the County's Mulch Blend used for the Compost Program shall not contain untreated wood such as pallets, clean wood, or other commercial lumber products.

3.6.2.3. The processed commingled yard waste being sent to the Borrow pit can contain the same materials and processed the same (same screen size) as the County's Compost Program, but the borrow pit material can also contain the processed untreated wood pallets, clean wood, or other commercial lumber products.

3.6.2.4. The Contractor shall manage and identify materials in the field, the two (2) material composition types at the facility of origin (SCYWPF) in such a manner as to ensure the proper composition is being sent to the designated final use location (i.e. Compost Program or Borrow Pit) prior to delivery. The Contractor management plan will be provided, and approved by the County, as part of the operations of the facility.

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3.6.2.5. No sorting, segregation, or separation of material composition shall be allowed after leaving their facility of origin, in this case SCYWPF.

3.6.2.6. If material composition types cannot be identified or become intermixed, the material may be rejected or a plan provided by the Contractor for separating the material may be submitted to the County for approval; however, both options are to be at the County's discretion and at no additional cost to the County.

3.6.3. The County's Mulch Blend designated for the compost program and/or Borrow Pit material shall be processed through four-inch (4") or six-inch (6") grates and at no time shall it be screened to remove the fines from the mulch without prior approval from the County. Should the County request a change in the four-inch (4") or six-inch (6") requirement, the Contractor shall be compensated according to unit cost within the contract for retooling/changing of screens.

3.6.3.1. The County shall periodically inspect the processed material being supplied by the YWPF contractor to verify an acceptable finished beneficial product is being delivered by the Contractor to the County's Compost Program.

3.6.3.2. The County reserves the right to require additional grinding or screening should the processed material not meet the County's specifications. The additional grinding or screening shall be at no additional cost(s) to the County.

3.6.3.3. The County reserves the right to halt production or refuse to accept materials at the Compost Program site and/or borrow pit for materials that do not meet specifications or contains contaminants, in the processed materials.

3.6.3.4. Any material received at the Compost Program site or borrow pit that is rejected due to not meeting specifications or contamination shall be transported by the County for disposal and all associated costs for this effort, in addition to material quantities, shall be deducted from the Contractor's monthly invoice.

3.6.3.5. The contractor shall provide no less than 4 truckloads of processed mulch to the HCSWLF, 100 tons per day. this is to the compost operation only. If the landfill needs additional processed materials taken to the borrow pit it is to be an additional request outside of the contracted 100 tons per day to compost. Compost does reserve the right to refuse delivery at any time and should they refuse, then the refused materials can be delivered to the borrow pit. The refusal of materials must be documented in an expressed writing or email to the HCSW PM prior to the diversion of contracted receiving processed materials.

3.7. The County reserves the right to take possession of all material at any time. The Contractor shall be given prior notice, should the County at its discretion, decide to change the requirements for receiving/processing of yard waste and/or destination of the final disposal site.

3.8. Contract Transition Periods

3.8.1. Transition plan for the beginning of the Contract Period

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3.8.1.1. Contractor shall mobilize equipment, labor, and all other items needed to provide the contractual obligations of the Contract.

3.8.1.2. The Contractor shall mobilize one or more grinder(s) and equipment to the SCYWPF to process and remove the existing stockpiles of material from the previous contractor and transition to the new contractors' operations, within 60 days from mobilization of the grinder to the facility. This time period may be extended with County approval.

3.8.1.3. Existing Unprocessed Materials - The Contractor shall process (grind) the unprocessed yard and wood waste material already onsite at the beginning of the transition period. The material shall be processed according to the contract.

3.8.1.4. Newly Processed Materials from Existing Unprocessed Materials - The Contractor shall then load, transport, and disposed of the newly processed yard waste material. The newly processed yard waste material may be taken to either the Contractor's site or the SCLF (Compost or Borrow Pit), depending on the disposal option as directed by the County.

3.8.1.5. Existing Processed Materials - The Contractor shall load, transport, and dispose of the processed yard waste materials that was already onsite from the previous contractor. The existing processed yard waste materials will be disposed of at either the Contractor's site or the SCLF, depending on the disposal option as directed by the County.

3.8.1.6. The County shall determine the manner to handle and manage any material left on site from the previous contract depending upon its stage of processing (i.e. some material may already be processed, and some material may be unprocessed). No commingling of existing pre-transition unprocessed and new inbound unprocessed materials shall occur during this period. If materials are commingled, then the liquidated damage shall be assessed. Accurate tracking, recording, and invoicing quantities shall be kept separate from other work under this contract.

3.8.1.7. The Contractor shall make sufficient area for receiving new inbound material and there shall be no commingling of any materials from the previous contract with the new inbound material. If materials are commingled, then the liquidated damage shall be assessed.

3.8.1.8. The priority for this transition period will be to provide sufficient area to safely allow new inbound material to be accepted, maintaining a safe distance from the Contractor's processing equipment and operations, and timely removal of all material from the previous contractor and to transition quickly to the new contractor operating the Facility. The Contractor shall develop, and submit in writing for County approval, a plan, the areas to be utilized for in-bound material, traffic patterns for both in-bound customers, estimated quantities of materials of yard and wood waste onsite remaining from the previous contract, timeframes for accomplishing handling and processing of materials onsite, and the contractor's equipment. During this period, the County may at its discretion, divert new in-bound material from the YWPF to allow the Contractor sufficient time to clear enough area for the safe use of the SCYWPF by its customers. The diverted in-bound material will not be considered part of this contract.

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3.8.1.9. The amount of material for both processed and unprocessed material shall be based upon County survey for material, conversion rate as approved by the County, tonnage records, scaled tonnages, or combination as approved by the County.

3.8.2. Transition plan for the end of the Contract Period

3.8.2.1. Continue to provide all other contractual obligations of the Contract.

3.8.2.2. Eight (8) weeks prior to the end of the Contract Period, the Contractor shall be required to provide the County with a preliminary inventory of materials by type (processed and unprocessed) remaining at the SCYWPF awarded to the Contractor. The Contractor shall provide sufficient processing capabilities, to process (grind) the inventory of stockpiled unprocessed material by 80 percent (by volume) prior to, or by, two (2) weeks prior to the end of the contract.

3.8.2.3. Two (2) weeks prior to the end of the Contract Period, the Contractor shall:

3.8.2.3.1. Manage the new in-bound unprocessed materials in a separate stockpile from the unprocessed materials stockpile(s) that was onsite prior to the 2-week end of contract period. This material will remain unprocessed unless the County approves.

3.8.2.3.2. Continue to manage the unprocessed material stockpile(s) begin, and/or continue to, process manage the material stockpile(s) of processed materials.

3.8.2.3.3. The two separated stockpiles of unprocessed materials will not be commingled during this period.

3.8.2.3.4. The Contractor shall commence with transitioning to loading, transporting, and disposing of the processed materials until the last day of the contract.

3.8.2.3.5. Continue with managing and stockpiling in-bound materials unprocessed materials, manage and organize remaining unprocessed and processed materials into separate uniformly stockpiled piles, begin demobilization of equipment, and commence on completion of restoration of the Facility to the same or better condition as when the contract began.

3.8.2.4. A final inventory of materials that have been unprocessed or processed and stockpiled on-site, as well as an inventory of materials taken to a final disposal location, shall be provided to the County following the last day of the Contract. The County shall confirm and approve the final quantities and provide the Contractor with the results.

3.8.3. The County may bring in either an independent party, or County surveyors, to inventory the facility, and the quantity and type of material remaining.

3.9. Contingency hauling of municipal solid waste from the Transfer Stations to the Southeast

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County Landfill (SCLF and the Resource Recovery Facility (RRF)

3.9.1. The Contractor shall provide a rate per ton for contingency transportation of municipal solid waste from the Transfer Stations [Northwest Transfer Station (NWTS) or South County Transfer Station (SCTS) to the Southeast County Landfill or Resource Recovery Facility located at 350 N. Falkenburg Rd.

3.9.2. Self-unloading trailers shall be used by the Contractor and be able to handle the capacity and weight of municipal solid waste (approximately 20 to 24 tons, minimum, in a typical 100-Cubic Yard capacity trailer) being loaded and packed using the County's packing cranes at the transfer stations. The County shall not assume any liability for damages to the Contractor's trailers. The County will be responsible for loading and packing trailers at the SCTS and NWTS.

3.9.3. Only upon County direction, in writing or through an issued purchase order, shall the Contractor be directed to transport municipal solid waste on a contingency or temporary basis from the awarded Transfer Station (either NWTS or SCTS) to the SCLF. Due to the unknown quantities required to be transported, this service and compensation would be outside of the normal yard waste operations and require a separate tracking and reporting.

3.9.4. Transportation would be based on a one-way trip from the South County Transfer Station (NWTS or SCTS) to the SCLF. or RRF.

4. Site Plan for SCYWPF

4.1. The attached Site Plan for the SCYWPF reflects the required layout for the stockpile materials and offsets between materials piles to provide the most efficient storage pile orientation and still comply with relevant regulations. Using this Site Plan, the calculated maximum allowable volume to be stored at the SCYWPF was determined and compared with the maximum storage stated in the EPC and FDEP permits or allowed by local codes and Fire Marshal regulations. The most restrictive or stringent requirement for the facility was used to limit the maximum allowable volumes. The Contractors shall not exceed the maximum allowable volume shown in the Site Plan.

4.2. The Contractor may submit an alternative facility layout, to include volume calculations; however, the County would need to review and approve any alternative Site Plan prior to being utilized by the Contractor.

5. Final Disposal Sites for Processed Material from the SCYWPF:

5.1. The final disposal sites shall be either the Contractor's approved disposal facility, or the Borrow pit and Compost sites located at Southeast County Landfill (SCLF), 15960 County Road 672, Lithia, FL 33547.

5.1.1. If yard waste material is not sent to SCLF, then the final disposal site shall be approved by the County. The agreements or contracts for acceptance of the material between both parties at the approved disposal site, and/or permitted by any and all regulators, e.g. EPC, FDEP, etc. must be provided to the County prior to shipment.

5.1.2. Quantities shipped shall be included in monthly reporting from the Contractor.

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6. SCYWPF Reporting Requirements, Record Keeping, and Weighing Requirements

6.1. Reporting - The Contractor shall keep monthly operating records of incoming and outgoing material at the facility according to FAC, Chapter 62-709 and make these records available for inspection by County, State or other local agencies.

6.1.1. The County shall provide the Contractor with daily, monthly, and yearly scale reports of incoming material, and all outgoing material.

6.1.2. The Contractor shall compile a monthly and annual report to be submitted to the County based on the daily truck scale house records. The Contractor shall provide a monthly report, see Attachment G, Yard and Wood Waste Service Monthly Reporting, along with the Contractor's monthly invoice by the 10th day of the following month documenting:

6.1.2.1. Total tons delivered to the processing facility(s)

6.1.2.2. Total tons processed

6.1.2.3. Total tons of rejected material

6.1.2.4. Total tons of products loaded and transported including the final disposal site

6.1.2.5. Facility unprocessed inventory

6.1.2.6. Facility processed inventory

6.1.2.7. The County has the right to request additional reporting information at any time

6.1.3. Records forwarded to the County shall be placed on a portable drive, or sent via email, with an Excel spreadsheet, or other electronic format approved by the County, of the records.

6.2. Record Keeping and Weight of Materials

6.2.1. Incoming/Outgoing Material Weighing - All material entering or leaving the SCYWPF shall be weighed using the County's facility truck scales at point of origin of the material.

6.2.2. All material entering the SCLF for composting/borrow pit use shall be weighed using the landfill's truck scales.

6.2.3. The County shall maintain the truck scale records that show the amount of material delivered to and from the facility and County scales shall be used measuring for the purpose of compensation.

6.2.4. All trucks and trailers shall have a unique identification number, matching County records for that vehicle, attached to the vehicles and be large enough and in a location that the County scale house attendant can easily see as the vehicles enter the scales. Such records shall include the hauler's identification, truck number, weight, and franchise area, as applicable. DO NOT INTERCHANGE truck numbers between trucks or trailers.

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6.2.4.1. Contractor shall be responsible for submitting all truck and trailer information for their company and any subcontractors to the County along with overweight permits and to review all the information for accuracy and updates whenever changes occur. This information will be submitted in accordance with the County guidelines for registering vehicles without exception.

6.2.4.2. Contractor shall provide magnetic door sign to display the company for which they are hauling.

7. Contractor Responsibilities

7.1. The Contractor shall notify the County within 48 hours of notice of any legal or regulatory actions, or any Notices of Violation taken against the Contractor or subcontractor utilized within the scope of this contract.

7.1.1. The Contractor shall immediately, and no later than within 24 hours, prepare a response or draft a County response to the notice and provide to the PM, and begin immediate corrective action against any non-complying condition.

7.1.2. Failure by the Contractor to take corrective action which is required by law or these Specifications shall result in the County assessing a claim for the full amount, to include the violation fine and all related costs associated with the violation and termination of the contract.

7.1.3. The Contractor shall be responsible for any fines resulting from any violations occurring at the SCYWPF.

7.2. The Contractor shall assist the County in maintaining the County's EPC Authorization, the FDEP Registration, and any other applicable local, state, and federal permits and laws. Failure to comply with requirements of the permit(s) may subject the Contractor to a claim by the County for the full amount of any fines, as well as all related costs associated with the non-compliance of the permit, and termination of the Contract.

7.3. If for any reason the Contractor is unable to market or transport and dispose of yard waste material that has been onsite at the Facility for more than three (3) months, or is in excess of permit volumes, or not meeting other facility requirements, whichever is the stricter requirement, then with the County's preapproval, that material will be processed (if not already processed) and sent to the SCLF Borrow pit or Compost site.

7.4. The Contractor shall be responsible for all other required, inspections, licensing, registrations or permits related to the performance of this Contract.

7.5. Any and all signage and traffic control devices must be approved by the County prior to being installed.

8. Contractor Personnel Requirements

8.1. Qualifications of Personnel: The Contractor shall employ qualified personnel, who must speak English or are bi-lingual in Spanish, to ensure that there is clear communication to safely operate the facility, in accordance with permits, provide good customer service, and ensure all materials are

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managed and processed in accordance with all applicable operational regulations and rules outlined in FAC, Chapter 62-709.

8.1.1. Personnel shall be knowledgeable of standard facility operation, maintenance, and coordination of the SCYWPF, at all times. Standards of facility operation include but are not limited to minimum processing requirements under this Contract, and the detection of prohibited materials.

8.1.2. The supervisor shall be a competent person who shall be fully authorized as the Contractor's agent.

8.1.2.1. The replacement of any of the Contractor's supervisory personnel shall be with personnel of similar skills and experience, and with the written authorization of the County. The County reserves the right to request resumes of any replacement supervisory personnel prior to any changes.

8.1.3. Onsite Worker Attire and Uniform Name and/or Logo Requirements – Contractor personnel may be required to stop work if not properly attired in a manner that is commensurate with the work being performed. Contractor personnel are expressly prohibited from wearing short-shorts, tank tops, muscle shirts, halter tops, sandals, flip-flops, or any type of open-toed shoes. Working bare-footed is also prohibited. The Contractor shall ensure that each of its representative wear a shirt which plainly and prominently identifies the Contractor's/Sub-Contractor's company name and/or which contains the Contractor's imprinted, embroidered, or an applique of the company logo affixed thereto.

8.1.4. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable under this Contract.

9. Operations and Maintenance Plans

9.1. The Contractor shall provide an Operations and Maintenance Plan (Plan) 30 days after the commencement date of this Contract for approval by the County and updated upon request of the County, and also by September 30th of each year thereafter for approval by the County.

9.1.1. A site-specific plan shall be developed for the SCYWPF. The Plan shall detail the methods to be used to operate and maintain a safe and efficient working facility in accordance with the Contract.

9.1.2. The following is a list, including but not limited to, are items to be addressed within these plans:

9.1.2.1. All staffing levels

9.1.2.2. All equipment proposed for use and backup provisions, including, but not limited to:

9.1.2.2.1. Design capacity

9.1.2.2.2. Size

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9.1.2.2.3. Model

9.1.2.2.4. Manufacturer

9.1.2.2.5. Name Place Information

9.1.2.2.6. Horsepower

9.1.2.3. Facility maintenance schedules

9.1.2.4. Policies and procedures regarding receiving, processing, and stockpiling unprocessed and processed materials along with odor and dust control measures.

9.1.2.5. Cycle time to receive, process, and remove material

9.1.2.6. Handling and reporting of accidents and injuries

9.1.2.7. Traffic and equipment operational control for safe operations.

9.1.2.8. Details of the process to be used for marketing and delivery of the final processed product which shall also include a backup marketing plan which specifically identifies the end- market user(s); permit(s); end-user approval or contracts for receiving the material.

9.1.2.9. Safe work measures for staff, personnel, and customers

9.1.2.10. Safety control

9.1.2.11. Dust and Odor control

9.1.2.12. Management details of all material to meet project specifications or final disposal site requirements

9.1.2.13. Management of the Facility and material, prior, during, and after hurricane season

9.1.2.14. Equipment maintenance

9.1.2.15. Fire response, fire control, fire safety and fire prevention

9.1.2.16. All other related tasks and responsibilities

9.2. Emergency Response and Preparedness Plan

9.2.1 The Contractor shall be on-call 24 hours a day, 7 days a week to respond to facility emergencies. The Contractor shall have a competent and experienced person available to operate the facility including but not limited to moving or processing materials as required by emergency responders.

9.2.2 The Contractor shall be equipped and prepared to operate under emergency

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situations and shall develop an emergency response and preparedness plan to prepare and respond to natural disasters such as approaching hurricanes, tropical storms, or other emergencies such as fire, fuel spills, and receipt of hazardous waste, etc. The Plan shall include at a minimum:

9.2.2.1 A list of emergency contacts, including telephone numbers that shall allow for contact 24 hours a day, seven (7) days per week. This list shall be updated annually.

9.2.2.2 Spill response procedures

9.2.2.3 Natural disaster preparedness and response including, back-up equipment, personnel, rental agreements, etc.

9.2.2.4 Facility and equipment security

9.2.3 In case of accidents involving the Contractor and County customers, the Contractor is responsible for notifying the County immediately by telephone or email but in no case later than 24 hours after the occurrence.

9.2.4 In case of damages to County property caused by the Contractor, the Contractor is responsible for notifying the County immediately by telephone or email but in no case later than 24 hours after the occurrence. Damages to County property include but are not limited to damages to buildings, heavy equipment, fencing, lights, and vehicles.

9.2.5 All damages resulting from the Contractor's activities, operations, negligence, or other reasons shall be remedied, repaired, or compensated at no cost to the County.

10. SCYWPF Operations Prior to, During, and at the End of Hurricane Season

10.1. No later than the first week in May, the Contractor shall have inventories reduced to no more than 60 % of the maximum facility capacity (combined for both processed and unprocessed) at the SCYWPF as shown on the Site Plan or County approved capacity.

10.1.1. The SCYWPF shall remain at this reduced onsite storage volume capacity throughout the hurricane season (per US NOAA office, Hurricane season is defined as beginning June 1 and ending November 30).

10.2. A single designated and contiguous location, at the SCYWPF shall be set aside for potential use as a temporary storage area for debris and shall remain available (clear of all other yard waste materials, equipment, etc.) throughout the duration of the hurricane season.

10.2.1. This area shall be used for post-disaster recovery efforts only. The designated location shall have an area equal to at least the area (footprint) of one of the largest piles shown on the SCYWPF Site Plan or the area required to accommodate the 20% reduction in facility capacity, whichever area is larger.

11. SCYWPF Operations during Emergency Disaster or County Directed Special Events

11.1. These criteria would only be utilized during declared natural disasters, emergencies,

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SOUTH COUNTY YARD WASTE PROCESSING FACILITY MINIMUM REQUIREMENTS

manmade emergencies, or if County operations dictate a specialized need to manage yard waste in a specific manner.

11.2. Only upon County direction, in writing, shall the Contractor be directed to be responsible for receiving, processing, and hauling of specific material during this specific period. Due to the unknown quantities or type of materials generated, this service and compensation would be outside of the normal operations and a separate tracking, reporting, invoicing, and bid line items would be utilized for this specific work.

11.3. In the event of a declared or undeclared emergency, natural disaster emergencies, manmade emergencies, or if the County dictated special event, the Contractor shall be responsible for accelerating operations to accommodate the excess material expected to be received. If the event is a Florida Division of Emergency Management (FDEM) related event, the Contractor shall be responsible for adhering to all Federal Emergency Management Agency (FEMA), FDEM, or County rules.

11.3.1. In the case of an emergency declaration or County dictated special event, the Contractor shall provide all necessary work elements including but not limited to labor, supervision, and equipment to receive, process, and transport all excess material to a final disposal site. This work must provide a level of operations that allows for maintaining permit material limits.

11.3.2. All inbound and outbound waste may bypass scales to assist with the expected volume. Processed and unprocessed material shall be calculated by yards then converted to tons if scales are bypassed. The conversion rates will be approved by the County for this period.

11.3.3. The debagging requirement may be lifted at the direction of the County with the understanding that in-bound bagged yard waste would have to be delivered to either another designated County facility or a separate stockpile would be designated at one of, or at each of the, YWPF.

11.3.3.1. The separate stockpile location would be coordinated by the County with the Contractor managing the SCYWP. This may have an impact on the "normal un-bagged" yard waste tonnage delivered during this period. The intent would be to utilize this criterion only during declared natural disasters, manmade emergencies, or if County operations dictate a need to lift the debagging requirement.

11.3.3.2. The Contractor may be responsible for receiving, processing, and hauling the bagged material during this period.

11.3.4. All FEMA-related material or County directed special event materials shall be segregated into a separate pile from regular operational material.

11.4. Labor Rates and Equipment during Disaster-or County Directed special Related Events

11.4.1. Labor rates shall be paid through the line items established within this Contract for these events.

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11.4.1.1. All labor shall require detailed backup including, but not limited to, employee timesheets, temporary labor invoices, and dates and times managers and supervisors work.

11.4.1.2. A spotter shall be required on the ground throughout the declared emergency work. The appropriate time sheets and logs shall be provided by the County for tracking labor and equipment hours.

11.4.1.3. The County shall notify the Contractor when to perform services under these Events.

11.4.1.4. There are no guarantees of time or quantities to be utilized under these Events.

11.5. All County approved itemized equipment types shall be paid in accordance with the FEMA Schedule of Equipment Rates published PRIOR to the event.

11.6. Record-Keeping during Disaster or County Directed Special Related Events

11.6.1. Daily Records, signed by the Facility Manager or Supervisor as being accurate, with total hours record, are to be kept daily by the Contractor. Daily Records shall match payroll records. Payroll records, or subcontracted invoices for temporary labor, shall be made available for audit upon request to verify Daily Records.

11.6.2. Daily Records shall be reviewed, and approved, by both the County and Contractor on a daily, or no longer than a weekly basis. Daily Records not reviewed and approved within 30 days of providing these services shall be considered un-verifiable and not eligible for reimbursement.

11.6.3. Both equipment and labor hours, are to be invoiced for ONLY hours working directly related to providing emergency assistance activities. The Emergency Assistance hours are to be only invoiced for hours provided over and above the hours that the equipment or labor would have been normally working at the Facility as part of providing services under the Contract.

11.6.4. Personnel shall be invoiced according to the labor position/classification they started at the beginning of the day. No allowance shall be made for variation in the labor position/classification during that specific day.

11.6.5. If personnel are spending time or managing multiple YWPF, the time invoiced to a specific YWPF shall include travel time to/from that YWPF and the total daily hours for that person, claimed for all YWPFs that day, shall not total more hours than worked for that individual person (i.e. A Facility manager oversees three (3) facilities but can only physically work a total of 10 hours for that day, and cannot invoice 10 hours per facility or 30 hours total for that day).

11.6.6. The County and Contractor shall agree, in writing, on each personnel assigned labor position/classification at the start of this special event. Personnel shall not be allowed to change labor position/classification without prior approval, in writing, from the County. If

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approval is not obtained, the lower previously approved labor position/classification for that person shall be used.

12. County Responsibilities

12.1. The County shall be responsible for the following:

12.1.1. Maintain all necessary local, state, and federal permits.

12.1.2. Provide access to the SCYWPF

12.1.3. Provide weighing and billing of all yard waste at onsite scale houses and provide the Contractor with weekly tonnage totals for the facility to assist in determining when the facility is approaching the maximum tonnage as indicated on the site plans provided by the County, or allowed per the EPC Authorization, FDEP Regulation, FAC, Chapter 62-709, and any other rules, regulations, ordinances, and requirements, whichever is more stringent.

12.1.4. Make payment at the unit price per ton noted within the Contract based on the total tons loaded and transported to the final disposal site as directed by the County and as outlined by the line items of this Bid, minus the total tipping fees for rejected materials hauled by the County from the SCYWPF.

12.1.5. The County shall provide containers and hauling of rejected materials at the facility at no additional cost.

12.1.6. The Contractor's staff shall first attempt to resolve any issues with the public related to loads containing rejected materials unless the situation is elevated at which time the County shall be contacted and the County will then resolve.

12.1.7. Provide a contact number for direct customer assistance concerning facility locations, hours, product availability, and any additional information as requested. This should be posted on signage at the YWPF site entrance for customer/resident viewing at SCYWPF. Designate an area for the Contractor to set aside up to 10 tons of processed material to allow any citizen of Hillsborough County to obtain Mulch (approximately two (2) yard limit per citizen).

12.1.7.1. Citizens shall be allowed access to the Mulch by providing a copy of their current property tax bill showing the Solid Waste assessment and a photo ID.

12.1.7.2. Citizens shall be required to load their own Mulch into their vehicle/container.

12.1.7.3. No tools or loading assistance shall be provided by the Contractor or the County.

12.1.8. If for any reason the County is unable to accept processed yard and wood waste (Mulch) at the SCLF Borrow pit or Compost site, the County will inform the Contractor, in writing, of the County intent to have the Contractor no longer deliver material to SCLF. Upon receipt of the notification, the Contractor shall be allowed no more than three (3) months

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to market material for delivery to an alternate site; however, this timeline may be extended by the County.

12.1.9. Management of processed material being unloaded in the Borrow pit.

CLIENT Hillsborough County Solid Waste Management Division	PROJECT Northwest Transfer Station Yard Waste Processing Facility	JOB NO. 09218500.02
SUBJECT Proposed Yard Waste Storage Layout and Maximum Volume Calculations	REVISED TMA/Hillsborough Co	DATE 04/15/2020
	CHECKED CMA/Hillsborough Co	DATE 09/27/2019

Objective:
To design the most efficient storage pile orientation within all relevant regulations and calculate the maximum volume to compare with the maximum storage as stated in the EPC permit.

Regulations:
NFPA 31.3.6.2.2 When more than one pile exists, they shall be subdivided by fire department access roads having not less than **30 ft (9 m)** of clear space at the base of the piles.
NFPA 31.3.7.2 When not protected by a fire-extinguishing system in accordance with chapter 13, the following dimensional constraints are set:

1. Width: 150 ft
2. Length: 250 ft
3. Height: 25 ft

FDEP 62-709.320 (2)c . None of the processed or unprocessed material shall be more than **50 feet** from access by motorized firefighting equipment.

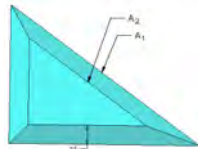
1. Width: 100 ft

EPC Permit Section III Subsection 6g Unprocessed, intermediately processed, and processed material and end product storage piles/windowrows shall not exceed **15 ft** in height.

FDEP 62-709.320 (2)a There shall be an all-weather access road, at least **20 feet wide**, all around the perimeter of the site

Final Constraints

1. Width: 100 ft
2. Length: 250 ft
3. Height: 15 ft
4. Spacing: 30 ft



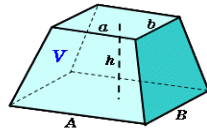
Volume:

Triangular and Irregular (Piles 1, 6, 8, and 11)¹

$$V = \left(\frac{A1 + A2}{2} \right) * H$$

Rectangular (Piles 2-5, 7, 9, 10)²

$$Volume = \left(\frac{H}{6} \right) [(AxB) + (B + b)x(A + a) + (axb)]$$



Recommended side slope: 1.5 horizontal to 1 vertical³



Total Area without access road (ac) 8.92
 Total Usable Area (ac) 7.64

Calculations:

Yard Waste Storage Area

Piles	1	2	3	4	5	6	7	8	9	10	11
Area (acre) ⁴	0.32	0.52	0.52	0.52	0.52	0.42	0.32	0.16	0.52	0.24	0.32
Bottom (ft):											
Width A ⁵	150	100.0	100.0	100.0	100.0	100	100.0	71	100.0	100.0	140.0
Length B ⁶	185	225.0	225.0	225.0	225.0	225	141.0	131	225.0	210.0	200.0
Fill Height (ft)											
Height H	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0
Top (ft):											
Side Slope (H:V) ³	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Width a ⁷	80.3	55.0	55.0	55.0	55.0	80.3	55.0	42.0	55.0	55.0	74.3
Length b ⁷	99.0	180.0	180.0	180.0	180.0	99.0	96.0	101.0	180.0	165.0	106.1
Pile Volume (ft³):											
Volume (ft ³)	133,877.69	237,937.5	237,937.5	237,937.5	237,937.5	211,020.00	140,287.5	61,110.00	237,937.5	220,500.0	134,562.11
Volume (yd ³)	4,958.4	8,812.5	8,812.5	8,812.5	8,812.5	7,815.6	5,195.8	2,263.3	8,812.5	8,166.7	4,983.8
Density (yd ³ /ton)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Storage/Pile (ton) ⁸	1,652.8	2,937.5	2,937.5	2,937.5	2,937.5	2,605.2	1,731.9	754.4	2,937.5	2,722.2	1,661.3

Total Available Pile Volume (yd³) = 77,446.1
 Total Available Pile Storage (tons) = 25,815.4
 Total Available Pile Storage Area (ft²) = 201,350.0

Notes:

1. Triangular piles calculated based on end area formula.
2. Pile Volume based on truncated rectangular pyramid formula.
3. This side slope can be adjusted depending on the material. The recommended side slope based on 32-41° experimental angle of repose for wood chips/compost from an University of Manitoba paper, included as **Attachment 1**.
4. Based on the maximum footprint of each pile, and converted using 43,560 sq/acre.
5. Width of pile 1 & 10 is in exceedance as an exception due to the geometry of a triangular footprint. No area is beyond 50 ft from access by motorized firefighting equipment.
6. Lengths not maximized to most efficiently utilize available space.
7. Calculations for rectangular piles are a function of the horizontal distance based on the height and slope.
 Triangular and other irregular piles are static values that required measurement either in a scale drawing or AutoCAD.
8. Storage/Pile based on an input density value as a ratio of cubic yards per ton.

Conclusion:

Total Usable Volume = 77,446.1 Cubic yards
 Maximum Permittable Storage = 80,000.0 Cubic yards

Total Usable Volume < Maximum Permittable Storage

CONTRACTOR MAXIMUM ALLOWABLE ONSITE VOLUME BELOW;

FINAL		
100.0%	SITE MAXIMUM	77,500 CY
80.0%	SITE MAXIMUM	62,000 CY

NWTS YWPF



June 4, 2020



0 130 260 520 ft

Bob Henriquez, CFA
Hillsborough County Property Appraiser
This map is for assessment purposes only.
It is not a survey.

2020 Aerials

CLIENT Hillsborough County Solid Waste Management Division	PROJECT South County Transfer Station Yard Waste Processing Facility	JOB NO. 09218500.01
SUBJECT Proposed Yard Waste Storage Layout and Maximum Volume Calculations	REVISED TMA/Hillsborough Co	DATE 11/13/2019
	CHECKED Hillsborough Co	DATE 11/13/2019

Objective:

To design the most efficient storage pile orientation within all relevant regulations and calculate the maximum volume to compare with the maximum storage as stated in the EPC permit.

Regulations:

NFPA 31.3.6.2.2 When more than one pile exists, they shall be subdivided by fire department access roads having not less than **30 ft (9 m)** of clear space at the base of the piles.

NFPA 31.3.7.2 When not protected by a fire-extinguishing system in accordance with chapter 13, the following dimensional constraints are set:

1. Width: 150 ft
2. Length: 250 ft
3. Height: 25 ft

FDEP 62-709.320 (2)c . None of the processed or unprocessed material shall be more than **50 feet** from access by motorized firefighting equipment.

1. Width: 100 ft

EPC Permit Section III Subsection 6g Unprocessed, intermediately processed, and processed material and end product storage piles/windrows shall not exceed **15 ft** in height.

FDEP 62-709.320 (2)a There shall be an all-weather access road, at least **20 feet wide**, all around the perimeter of the site

Final Constraints

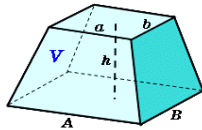
1. Width: 100 ft
2. Length: 250 ft
3. Height: 15 ft
4. Spacing: 30 ft

Volume:

Rectangular Piles (1-8)¹

$$Volume = \left(\frac{H}{6}\right) [(AxB) + (B + b)x(A + a) + (axb)]$$

Recommended side slope: 1.5 horizontal to 1 vertical²



Total Area without access road (ac) 6.84
Total Usable Area (ac) 5.87

Calculations:

Yard Waste Storage Area

Piles	1	2	3	4	5	6	7	8
Area (acre) ³	0.52	0.52	0.52	0.52	0.52	0.52	0.52	0.52
Bottom (ft):								
Width W1	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
Length L1 ⁴	225.0	225.0	225.0	225.0	225.0	225.0	225.0	225.0
Fill Height (ft)								
Height H	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0
Top (ft):								
Side Slope (H:V) ²	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Width W2 ⁵	55.0	55.0	55.0	55.0	55.0	55.0	55.0	55.0
Length L2 ⁵	180.0	180.0	180.0	180.0	180.0	180.0	180.0	180.0
Pile Volume (ft ³):								
Vol (ft ³)	237,937.5	237,937.5	237,937.5	237,937.5	237,937.5	237,937.5	237,937.5	237,937.5
Vol (yd ³)	8,812.5	8,812.5	8,812.5	8,812.5	8,812.5	8,812.5	8,812.5	8,812.5
Density (yd ³ /ton)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Storage/Pile (ton) ⁶	2,937.5	2,937.5	2,937.5	2,937.5	2,937.5	2,937.5	2,937.5	2,937.5

Total Available Pile Volume (yd³) = 70,500.0
Total Available Pile Storage (tons) = 23,500.0
Total Available Pile Storage Area (ft²) = 180,000.0

Notes:

1. Pile Volume based on truncated rectangular pyramid formula.
2. This side slope can be adjusted depending on the material. The recommended side slope based on 32-41° experimental angle of repose for wood chips/compost from an University of Manitoba paper, included as **Attachment 1**.
3. Based on the maximum footprint of each pile, and converted using 43,560 sf/acre.
4. Lengths not maximized to most efficiently utilize available space.
5. Calculations for rectangular piles are a function of the horizontal distance based on the height and slope.
6. Storage/Pile based on an input density value as a ratio of cubic yards per ton.

Conclusion:

Total Usable Volume = 70,500.0 Cubic yards
Maximum Permittable Storage = 80,000.0 Cubic yards

Total Usable Volume < Maximum Permittable Storage

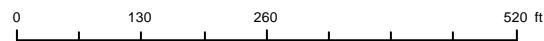
CONTRACTOR MAXIMUM ALLOWABLE ONSITE VOLUME BELOW;

FINAL	SITE MAXIMUM	70,500 CY
100.0%	SITE MAXIMUM	70,500 CY
80.0%	SITE MAXIMUM	56,400 CY

ATTACHMENT C, SITE MAP
South County YWPF



June 4, 2020



Bob Henriquez, CFA
Hillsborough County Property Appraiser
This map is for assessment purposes only.
It is not a survey.

2020 Aerials