

PIGGYBACK AGREEMENT FOR YARD AND WOOD WASTE PROCESSING SERVICES

THIS PIGGYBACK AGREEMENT (the "Agreement") is entered into as of the Effective Date defined in Section 3A, below, by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and Gaston Tree Debris Recycling, L.L.C. (the "Vendor"), a Florida limited liability company, 4190 NW 93rd Avenue, Gainesville, FL 32653, and whose Federal Employer Identification Number is 59-3691567.

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

WHEREAS, the County requires the services of a vendor who can provide yard and wood waste processing services; and

WHEREAS, the Vendor has contracted with Hillsborough County to provide yard and wood waste processing services pursuant to that certain award of Invitation to Bid 22181,1 dated as of October 1, 2021, (the "Hillsborough Agreement"); and

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

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

1. **Recitals.** The above stated recitals are true and correct.

2. **Terms and Conditions; Conflict.** Except as otherwise stated herein, the terms and conditions of the Hillsborough Agreement shall form the basis of this Agreement, with the County having the rights, duties, and obligations of "Hillsborough County" thereunder. A true and correct copy of the Hillsborough Agreement is attached as Exhibit "A" and incorporated herein. If any provision of this Agreement conflicts with any provision of the Hillsborough Agreement, then the terms, conditions, and provisions of this Agreement shall control.

3. **Supplemental Terms and Conditions.** The terms and conditions of the Hillsborough Agreement are hereby modified or supplemented, as follows:

A. **Term.** The term of this Agreement shall commence on the date (the "Effective Date") the later of the two parties executes the Agreement and, unless sooner terminated pursuant to Section 3.D herein, shall continue until the first to occur of the following: (i) upon expiration or earlier termination of the Hillsborough Agreement (it being acknowledged and understood that the latest possible termination date for the Hillsborough Agreement, with all renewal options exercised, is February 28, 2026); or (ii) upon termination by the County, for any reason or no reason, following 30 days' written notice to the Vendor.

Physical Location. All references to "South County Yard Waste Processing Facility" or "North Yard Waste Processing Facility" in the Hillsborough Agreement shall be replaced with and deemed to mean the Polk County North Central Landfill located at 7425 De Castro Road in Winter Haven, Florida.

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

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

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

Premises and Operations:

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

Independent Contractors:

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

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

C. Indemnity. Vendor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages,

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

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

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

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

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

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

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

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

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

If to the County:	Polk County Solid Waste Division Attention: Solid Waste Director 10 Environmental Loop S Winter Haven, FL 33880
If to Vendor:	Gaston Tree Debris Recycling, L.L.C. Attention: General Manager 4190 NW 93 rd Avenue Gainesville, FL 32653

L. Non-exclusive Agreement. This Agreement does not grant the Vendor the exclusive right to provide the County yard and wood waste processing services during the Agreement term. The County may utilize its own personnel to perform such services, or it may employ other vendors or contractors to provide such services.

M. Public Records Law.

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

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

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

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

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

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

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

N. Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

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

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

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

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

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

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

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

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

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

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

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

P. Public Entity Crimes. The Vendor declares and warrants that neither the Vendor nor any of the Vendor's affiliates, as that term is defined in Section 287.133,

Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Vendor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Vendor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

Q. Unauthorized Alien(s)

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

R. Employment Eligibility Verification (E-VERIFY)

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

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

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

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

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

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

ATTEST:

STACY BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

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

Date Signed By County _____

Reviewed as to form and legal sufficiency:

N. R. Wilson 3/14/25
County Attorney's Office Date

ATTEST:

Gaston Tree Debris Recycling, L.L.C.,
a Florida limited liability company

By: Melissa Ann Lamb
Corporate Secretary

By: William Gaston

Melissa Ann Lamb
[Print Name]

William Gaston
[Print Name]

Date: 3/17/25

Owner/Authorized Member
[Title]
Date: 3/17/25

SEAL



ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY
STATE OF Florida County OF Alachua

The foregoing instruments was acknowledged before me by means of physical presence or online notarization this March 17, 2025 (Date) by William Gaston (Name of officer or agent) as Owner/Authorized Member (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at _____ time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the _____ matters stated in the foregoing instrument and certified the same to be true in all respects.



MELISSA ANN LAMB
Commission # HH 168179
Expires August 23, 2025
Bonded Thru Budget Notary Services

Subscribed and sworn to (or affirmed) before me this March 17, 2025 (Date) Melissa Ann Lamb (Official Notary Signature and Notary Seal)
Melissa Ann Lamb (Name of Notary typed, printed or stamped)
Commission Number HH168179 Commission Expiration Date 8/23/2025

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

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

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

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

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____
The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this _____ (Date) by _____ (Name
of acknowledging partner or agent) on behalf of _____ a
partnership. He/She personally appeared before me at the time of notarization, and is
personally known to me or has produced _____ as identification and
did certify to have knowledge of the matters in the foregoing instrument and certified the
same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____

(Date) _____ (Official
Notary Signature and Notary Seal) _____ (Name of
Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: PB 25-165, Yard and Wood Waste Processing

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

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

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

Company Name: Gaston Tree Debris Recycling, LLC

Signature: 

Title: Owner/Authorized Member

Date: March 17, 2025

State of: Florida

County of: Alachua

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of March, 2025, by William Gaston (name) as Owner/Authorized Member (title of officer) of Gaston Tree Debris Recycling, LLC (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: 

Printed Name of Notary Public: Melissa Ann Lamb

Notary Commission Number and Expiration: 8/23/2025

(AFFIX NOTARY SEAL)



MELISSA ANN LAMB
Commission # HH 168179
Expires August 23, 2025
Bonded Thru Budget Notary Services

Affidavit Regarding the Use of Coercion for Labor or Services

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

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

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

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

Further Affiant sayeth naught.

Gaston Tree Debris Recycling, LLC
NONGOVERNMENTAL ENTITY



SIGNATURE

William Gaston
PRINT NAME

Owner/Authorized Member
TITLE

3/17/25
DATE



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
GASTON TREE DEBRIS RECYCLING, L.L.C.

Filing Information

Document Number	L06000055753
FEI/EIN Number	59-3691567
Date Filed	05/26/2006
Effective Date	10/10/2000
State	FL
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	08/30/2019
Event Effective Date	NONE

Principal Address

4190 NW 93rd Avenue
Gainesville, FL 32653

Changed: 03/13/2019

Mailing Address

4190 NW 93rd Avenue
Gainesville, FL 32653

Changed: 03/13/2019

Registered Agent Name & Address

Gaston, William G, III
4190 NW 93rd Avenue
Gainesville, FL 32653

Name Changed: 02/23/2017

Address Changed: 03/13/2019

Authorized Person(s) Detail

Name & Address

Title Authorized Member

Gaston, William Gilbert, III
4190 NW 93rd Avenue
Gainesville, FL 32653

Annual Reports

Report Year	Filed Date
2022	03/16/2022
2023	04/05/2023
2024	03/08/2024

Document Images

03/08/2024 -- ANNUAL REPORT	View image in PDF format
04/05/2023 -- ANNUAL REPORT	View image in PDF format
03/16/2022 -- ANNUAL REPORT	View image in PDF format
03/17/2021 -- ANNUAL REPORT	View image in PDF format
03/27/2020 -- ANNUAL REPORT	View image in PDF format
08/30/2019 -- LC Name Change	View image in PDF format
03/13/2019 -- ANNUAL REPORT	View image in PDF format
03/01/2018 -- ANNUAL REPORT	View image in PDF format
02/23/2017 -- ANNUAL REPORT	View image in PDF format
03/29/2016 -- ANNUAL REPORT	View image in PDF format
12/09/2015 -- LC Amendment	View image in PDF format
03/19/2015 -- ANNUAL REPORT	View image in PDF format
04/18/2014 -- ANNUAL REPORT	View image in PDF format
04/08/2013 -- ANNUAL REPORT	View image in PDF format
01/31/2012 -- ANNUAL REPORT	View image in PDF format
02/07/2011 -- ANNUAL REPORT	View image in PDF format
04/12/2010 -- ANNUAL REPORT	View image in PDF format
04/14/2009 -- ANNUAL REPORT	View image in PDF format
07/10/2008 -- ANNUAL REPORT	View image in PDF format
04/25/2007 -- ANNUAL REPORT	View image in PDF format
05/26/2006 -- Florida Limited Liability	View image in PDF format

Exhibit "A"



Agenda Item Cover Sheet

Agenda Item N^o: A-35

Meeting Date 11/3/2021

Consent Section

Regular Section

Public Hearing

Subject: Award a contract to the overall lowest, responsive, and responsible bidder for ongoing and as needed processing of yard and wood waste material at the South County Yard Waste Processing Facility (22181,1) for the Solid Waste Management Division at a total cost of \$6,949,110.40.			
Department Name: Procurement Services			
Contact Person: Scott Stromer		Contact Phone: 301-7095	
Sign-Off Approvals:			
George Cassady	10/22/2021	Scott Stromer	10/21/2021
Assistant County Administrator	Date	Department Director	Date
Kevin Brickey	10/22/2021	Sacha Brown-Taylor	10/22/2021
Management and Budget – Approved as to Financial Impact Accuracy	Date	County Attorney – Approved as to Legal Sufficiency	Date
N/A	N/A		
Deputy or Chief County Administrator	Date		

Staff's Recommended Board Motion:
Award a contract to the overall lowest, responsive, and responsible bidder, Gaston Tree Debris Recycling, L.L.C., for ongoing and as needed processing of yard and wood waste material at the South County Yard Waste Processing Facility (22181,1) for the Solid Waste Management Division at a total cost of \$6,949,110.40. The term of the award will begin on the date of Board approval and continue through February 28, 2026. The award amount includes an allowance of \$5,000.00 for Emergency Disaster FEMA Equipment. Yard and wood waste material is generally ground, loaded, and transported to final disposal sites, which may include one (1) of the contractor's disposal sites or the Southeast County Landfill. Bids were received by two (2) different vendors. In this case, there were no Certified Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) firms and no Registered Small Business Enterprise (SBE) firms for the specialized services; therefore, no participation goal or set-aside was established for this procurement. Although no participation goal or set-aside was established, the opportunity to submit a bid as a prime vendor is always available to interested firms, including Certified DM/DWBE and Registered SBE firms. Funding for this procurement is available in the requesting department's approved budget and purchase orders will only be issued against approved budgets.

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

Background:
The recommended award amount is approximately 9.81% (\$756,169.60) less than the requesting department's estimate. Limited competition was achieved through the use of competitive sealed bidding for this procurement, and the resulting pricing is deemed fair and reasonable. Competition was likely limited in this case due to the specialized nature of the services and the high cost of equipment required for the same.

DELEGATIONS TO DIRECTOR OF PROCUREMENT:

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

[N] Unilateral Extensions

[N] Unilateral Renewals

[N] Additional Purchase Option(s)

List Attachments: Department Recommendation, Economic Development Recommendation, Bid Summary



BOARD OF COUNTY COMMISSIONERS

Harry Cohen
Ken Hagan
Pat Kemp

Gwendolyn "Gwen" Myers
Kimberly Overman
Mariella Smith
Stacy R. White

COUNTY ADMINISTRATOR

Bonnie M. Wise

COUNTY ATTORNEY

Christine M. Beck

INTERNAL AUDITOR

Peggy Caskey

CHIEF FINANCIAL ADMINISTRATOR

Tom Fesler

PROCUREMENT SERVICES

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

DATE: September 30, 2021

TO: Michael Kickliter, Project Manager, Solid Waste Management Department

FROM: Christy Aulicino, Sr. Procurement Analyst, (813) 301-7089

SUBJECT: Recommendation for Award, 22181, South County Yard Waste Processing Services, Estimated Cost: \$7,705,280.00

The attached bid received from Gaston Tree Debris Recycling, LLC for the above referenced solicitation is submitted for your review, evaluation, and award recommendation. In accordance with the Procurement Manual, Chapter 3, Item 3.4.2 (E), provide an award recommendation approved by your department director by October 11, 2021

- 1. Total Bid Price is: \$6,949,110.40 (\$6,944,110.40 + \$5,000 allowance for Emergency Disaster FEMA Equipment).
2. Reference checks are satisfactory: [X] YES [] NO
3. Recommend award as responsive and responsible bidder [X] YES [] NO
4. Request Next Bidder? [] YES [X] NO
5. Provide a statement that addresses the reason(s) for your recommendation or rejection.
6. Provide any other information regarding the purpose and/or outcome of this procurement that you would like communicated to the approver(s)
7. Funding: [X] Operating [] Grant: Grant Title [] Capital Project No(s):

Fiscal Approved By: Tara Dean Date: 10/01/2021

Recommendation Approved By: [Signature] Date: 10/01/2021
Department Director

Enclosure



Hillsborough
County Florida

ECONOMIC DEVELOPMENT

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

DATE: September 30, 2021

TO: Christy Aulicino, Procurement Services

FROM: 
Rita Sauri, Minority & Small Business Special Projects Coordinator

SUBJECT: RFQ 22181,1: South County Yard and Wood Waste Processing Services

The Department of Economic Development has reviewed the subject bid Gaston Tree Debris Recycling, LLC. The bid was reviewed to assess its compliance with the Hillsborough County Affirmative Action/Equal Employment Opportunity Standards which conform to Executive Order 11246 as amended which includes Revised Order No. 4.

Employment matrix submitted by Gaston Tree Debris Recycling, LLC indicates that it has a permanent workforce which consists of 134 employees. Pursuant to Hillsborough County's Affirmative Action Requirements, Gaston Tree Debris Recycling, LLC has furnished a copy of its Affirmative Action/Equal Opportunity Policy Statement. Based on the submitted documents we find Gaston Tree Debris Recycling, LLC documents are in material compliance with Hillsborough County requirements.

The Economic Development Department finds that the bid submitted Gaston Tree Debris Recycling, LLC meets the requirements.

**BOARD OF COUNTY
COMMISSIONERS**

Harry Cohen
Ken Hagan
Pat Kemp

Gwendolyn "Gwen" Myers
Kimberly Overman
Mariella Smith
Stacy R. White

COUNTY ADMINISTRATOR

Bonnie M. Wise

COUNTY ATTORNEY

Christine M. Beck

INTERNAL AUDITOR

Peggy Caskey

Posted October 5, 2021

Notice of Intent to Award RFQ 22181: South County Yard and Wood Waste Processing Services

RFQ 22181,1	Quotes Received 2	Invited Suppliers 917
Close Date 9/24/2021 14:00	Active Quotes 2	Intent to Participate 7
RFQ Currency USD	Shortlisted Quotes 2	Responded 2

Header

		CONSOLIDATED RESOURCE RECOVERY INC Quote 239142	GASTON TREE DEBRIS RECYCLING LLC Quote 239158
Supplier Site			
Contact		INBOX, GENERAL	GASTON, WILLIAM
Quote Status		Active	Active
Shortlist Status		Included	Included
Quote Total		9,047,280.00	6,944,110.40
Allowance			5,000.00
Total Award Amount			6,949,110.40
Time of Quote		9/24/2021 8:57	9/24/2021 12:26
Quote Valid Until			
Supplier's Quote Number			
Note to Buyer			
Attachments		Yes	Yes
Title	Target Value	CONSOLIDATED RESOURCE RECOVERY INC Quote 239142	GASTON TREE DEBRIS RECYCLING LLC Quote 239158
Requirements			
Notes			
Notice: Pursuant to Hillsborough County Ordinance 13-24, Protest Process and Procedures and Cone of Silence the bidder(s) identified			

are being recommended for contract award. Interested parties with a grievance pertaining to this procurement shall provide the County written notice no later than five (5) business days from the date the County posts this notice of intent to award. See following link for specific ordinance details: http://hcflgov.net/library/hillsborough/media-center/documents/Procurement%20Services/Procurement%20Manual/AppendixCC			
Affirmation			
Name of person submitting the Bid.		Chris Snow	Bill Gaston
Title of person submitting the Bid.		Vice President of Corporate Affairs	Owner/CEO
I represent that I am at least eighteen (18) years of age.		Yes	Yes
I represent that the printing of my name and the submittal of a Bid is intended to authenticate this writing and to have the same force and effect as my manual signature.		Yes	Yes
I represent that I am either authorized to bind the Bidder, or that I am submitting the Bid on behalf of and at the direction of the Bidder's representative authorized to contractually bind the Bidder.		Yes	Yes
I represent that the Bidder and/or its applicable representative(s) has reviewed the information contained in this Bid and that the information submitted is accurate.		Yes	Yes
<p>At this present time, we understand all requirements and state that as a serious Bidder we will comply with all the stipulations included in this Solicitation Document.</p> <p>The above-named Bidder affirms and declares:</p> <ol style="list-style-type: none"> 1. That the Bidder is of lawful age and that no other person, firm or corporation has any interest in this Bid or in the Contract proposed to be entered into. 2. That this Bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Bid for the same purpose, and is, in all respects, fair and without collusion or fraud. 3. That the Bidder is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County. 4. That no officer or employee or person whose salary is payable, in whole or in part, from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Bid; in the performance of this Contract; in the supplies, materials, equipment, and Services and/or Work to which they relate; or in any portion of the profits thereof. 5. That the Bidder has carefully examined the site where the Services and/or Work are to be performed and that, from the Bidder's own 		Yes	Yes

<p>investigations, the Bidder is satisfied with the nature and location of the Project and/or Work to be performed; the character, quality and quantity of materials; the kind and extent of the equipment and other facilities needed for the performance of the Services and/or Work; the general and local conditions, all difficulties to be encountered; and all other items which may in any way affect the performance of the Services and/or Work.</p> <p>6. That the Bidder has not altered the original Solicitation Document in any way and further understands that any such alteration of the original Solicitation Document may result in rejection of the Bidder's Bid.</p> <p>7. Bidder acknowledges and understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services that are One Million Dollars (\$1,000,000) or more, if such company is (i) engaged in business operations in Cuba or Syria, (ii) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (iii) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473). Bidder hereby certifies that Bidder (i) is not engaged in business operations in Cuba or Syria, (ii) is not on the Scrutinized Companies that Boycott Israel List, (iii) is not on the Scrutinized Companies with Activities in Sudan List, and (iv) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Bidder acknowledges and understands that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject Bidder to civil penalties, attorneys' fees and/or costs.</p>			
<p>In addition to the Bidder's affirmations set forth herein, Bidder affirms and declares that Bidder is in compliance with Florida Statutes, Section 448.095 which, in part, requires all Contractors and its Subcontractors to register with and use the United States Department of Homeland Security's E-Verify system for all newly hired employees, and requires Contractors to obtain affidavits from its Subcontractors stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Bidder acknowledges and understands that pursuant to Florida Statutes Section 448.095, the County is required to terminate the Contract if it has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1); whereupon, the Contractor will not be eligible for award of a public contract for at least one year from the date of such termination.</p>		Yes	Yes

General Requirements			
<p>Deviation(s): Any representation of deviation(s) may cause this Bid to be rejected by Hillsborough County. The following represents every deviation (itemized by number) to the foregoing Invitation to Bid upon which this Bid is based.</p>			
<p>In the event an Agreement is executed upon the award of this Invitation to Bid to the Bidder, the County will provide Successful Bidder with a copy of the executed Agreement, if applicable. The County prefers to provide the document via electronic mail (e-mail). However, if Bidder wishes to receive an original hard copy of the executed Agreement, it can be mailed. Indicate the delivery method desired.</p>		Send electronic version	Send electronic version
<p>Bidder is currently set up with a merchant account to accept payment by VISA credit card and will accept payment from the County by VISA account through the ePayables electronic payment solution. Note: If Bidder is already enrolled in the County's ePayables solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.</p>		No	Yes
<p>Bidder will accept payment from the County by direct deposit through the ACH electronic payment solution. Note: If Bidder is already enrolled in the County's ACH solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.</p>		Yes	Yes
<p>Pursuant to the SPECIAL TERMS AND CONDITIONS that allows the Contract to be available to all government agencies, departments, and municipalities, does the Bidder agree to make the contract and bid prices submitted available to all government agencies, departments, and municipalities? The Bidder's choice to make the contract available (or not) will NOT be considered in the award of the Bid.</p>		Yes	Yes
Submission Checklist			
<p>The following item(s) is/are uploaded and made part of this submission: (NOTE: There is a file size limit of 100MB per file.)</p> <ol style="list-style-type: none"> 1. Subcontractors-Material Suppliers List (MBE-1); 2. Copy of Bid Bond (The original Bid Bond should be received by the Department of Procurement Services within two (2) Business Days after the Close Date); 3. Original of certified checks and cashier's checks must be delivered to the Department of Procurement Services no later than the Close Date. 		Yes	Yes

Notice of Intent to Award RFQ 22181: South County Yard and Wood Waste Processing Services

RFQ 22181,1	Quotes Received 2	Invited Suppliers 917
Close Date 9/24/2021 14:00	Active Quotes 2	Intent to Participate 7
RFQ Currency USD	Shortlisted Quotes 2	Responded 2

Lines

Number of Awarded Lines	<input type="text" value="17"/>	Total Current Value	<input type="text"/>	Total Savings Amount	<input type="text"/>
Number of Awarded Suppliers	<input type="text" value="1"/>	Total Award Amount	<input type="text" value="6,944,110.40"/>	Total Savings Percent	<input type="text"/>

1 South County Yard Waste Processing Facility (SCYWPF)

1.1 SCYWPF disposal to SCLF Borrow Pit or Compost Site - Managing, Receiving, Processing (grinding), loading, and transporting

Line Type	Quantity	Unit	Ton (s)	Quantity Agreed	<input type="text" value="200000"/>
Item, Rev / Job		Start Price		Award Amount	<input type="text" value="6,580,000.00"/>
Category	958.96	Current Price		Savings Amount	<input type="text"/>
				Savings Percent	<input type="text"/>

	Target Value	CONSOLIDATED RESOURCE RECOVERY INC Quote 239142	GASTON TREE DEBRIS RECYCLING LLC Quote 239158
Supplier Site			
Quote Status		Active	Active
Shortlist Status		Included	Included
Quote Price		42.96	32.9
Unit Price Savings			
Unit Price Savings Percent			
Minimum Release Amount			
Award		No	Yes
Quantity Agreed	200000		200000
Award Amount			6,580,000.00
Award/Reject Reason			
Note to Buyer			
Attachments		No	No

1.2 SCYWPF disposal to Contractor's Disposal Site - Managing, Receiving, Processing (grinding), loading, and transporting

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

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

Quantity Agreed	5000
Award Amount	204,500.00
Savings Amount	
Savings Percent	

	Target Value	CONSOLIDATED RESOURCE RECOVERY INC Quote 239142	GASTON TREE DEBRIS RECYCLING LLC Quote 239158
Supplier Site			
Quote Status		Active	Active
Shortlist Status		Included	Included
Quote Price		47.46	40.9
Unit Price Savings			
Unit Price Savings Percent			
Minimum Release Amount			
Award		No	Yes
Quantity Agreed	5000		5000
Award Amount			204,500.00
Award/Reject Reason			
Note to Buyer			
Attachments		No	No

1.3 SCYWPF Managing, Receiving, Processing (grinding), loading, NO HAULING. (County provides hauling)

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

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

Quantity Agreed	5000
Award Amount	124,500.00
Savings Amount	
Savings Percent	

	Target Value	CONSOLIDATED RESOURCE RECOVERY INC Quote 239142	GASTON TREE DEBRIS RECYCLING LLC Quote 239158
Supplier Site			
Quote Status		Active	Active
Shortlist Status		Included	Included
Quote Price		31.52	24.9
Unit Price Savings			
Unit Price Savings Percent			
Minimum Release Amount			
Award		No	Yes
Quantity Agreed	5000		5000
Award Amount			124,500.00
Award/Reject Reason			
Note to Buyer			
Attachments		No	No

1.4 SCYWPF - Charge for re-tooling/changing screens as requested and to meet the County's requirements for composting

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

Unit **Each**
 Start Price
 Current Price

Quantity Agreed	3
Award Amount	3.90
Savings Amount	
Savings Percent	

	Target Value	CONSOLIDATED RESOURCE RECOVERY INC Quote 239142	GASTON TREE DEBRIS RECYCLING LLC Quote 239158
Supplier Site			
Quote Status		Active	Active
Shortlist Status		Included	Included
Quote Price		2500	1.3
Unit Price Savings			
Unit Price Savings Percent			
Minimum Release Amount			
Award		No	Yes
Quantity Agreed	3		3
Award Amount			3.90
Award/Reject Reason			
Note to Buyer			
Attachments		No	No

1.5 (Beginning of Contract Transition) SCYWPF Processing (grinding) of yard waste material already on site

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

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

Quantity Agreed	1000
Award Amount	12,000.00
Savings Amount	
Savings Percent	

	Target Value	CONSOLIDATED RESOURCE RECOVERY INC Quote 239142	GASTON TREE DEBRIS RECYCLING LLC Quote 239158
Supplier Site			
Quote Status		Active	Active
Shortlist Status		Included	Included
Quote Price		18.39	12
Unit Price Savings			
Unit Price Savings Percent			
Minimum Release Amount			
Award		No	Yes
Quantity Agreed	1000		1000
Award Amount			12,000.00
Award/Reject Reason			
Note to Buyer			
Attachments		No	No

1.6 (Beginning of Contract Transition) SCYWPF Hauling of processed yard waste material already on site for disposal at the SCLF Borrow Pit

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

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

Quantity Agreed	1000
Award Amount	8,000.00
Savings Amount	
Savings Percent	

	Target Value	CONSOLIDATED RESOURCE RECOVERY INC Quote 239142	GASTON TREE DEBRIS RECYCLING LLC Quote 239158
Supplier Site			
Quote Status		Active	Active
Shortlist Status		Included	Included
Quote Price		16.38	8
Unit Price Savings			
Unit Price Savings Percent			
Minimum Release Amount			
Award		No	Yes
Quantity Agreed	1000		1000
Award Amount			8,000.00
Award/Reject Reason			
Note to Buyer			
Attachments		No	No

1.7 (End of Contract Transition) SCYWPF Site Managing, Receiving and Processing (grinding) of inbound yard waste material (No hauling)

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

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

Quantity Agreed	500
Award Amount	12,450.00
Savings Amount	
Savings Percent	

	Target Value	CONSOLIDATED RESOURCE RECOVERY INC Quote 239142	GASTON TREE DEBRIS RECYCLING LLC Quote 239158
Supplier Site			
Quote Status		Active	Active
Shortlist Status		Included	Included
Quote Price		31.52	24.9
Unit Price Savings			
Unit Price Savings Percent			
Minimum Release Amount			
Award		No	Yes
Quantity Agreed	500		500
Award Amount			12,450.00
Award/Reject Reason			
Note to Buyer			
Attachments		No	No

1.8 SCYWPF Emergency Disaster Event Labor Rates - Yard Waste Contract Manager

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

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

Quantity Agreed	5
Award Amount	375.00
Savings Amount	
Savings Percent	

	Target Value	CONSOLIDATED RESOURCE RECOVERY INC Quote 239142	GASTON TREE DEBRIS RECYCLING LLC Quote 239158
Supplier Site			
Quote Status		Active	Active
Shortlist Status		Included	Included
Quote Price		75	75
Unit Price Savings			
Unit Price Savings Percent			
Minimum Release Amount			
Award		No	Yes
Quantity Agreed	5	5	5
Award Amount			375.00
Award/Reject Reason			
Note to Buyer			
Attachments		No	No

1.9 SCYWPF Emergency Disaster Labor Rates - Administrative Assistant

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

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

Quantity Agreed	5
Award Amount	227.50
Savings Amount	
Savings Percent	

	Target Value	CONSOLIDATED RESOURCE RECOVERY INC Quote 239142	GASTON TREE DEBRIS RECYCLING LLC Quote 239158
Supplier Site			
Quote Status		Active	Active
Shortlist Status		Included	Included
Quote Price		35	45.5
Unit Price Savings			
Unit Price Savings Percent			
Minimum Release Amount			
Award		No	Yes
Quantity Agreed	5	5	5
Award Amount			227.50
Award/Reject Reason			
Note to Buyer			
Attachments		No	No

1.10 SCYWPF Emergency Disaster Labor Rates - Accountant

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

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

Quantity Agreed	5
Award Amount	357.50
Savings Amount	
Savings Percent	

	Target Value	CONSOLIDATED RESOURCE RECOVERY INC Quote 239142	GASTON TREE DEBRIS RECYCLING LLC Quote 239158
Supplier Site			
Quote Status		Active	Active
Shortlist Status		Included	Included
Quote Price		75	71.5
Unit Price Savings			
Unit Price Savings Percent			
Minimum Release Amount			
Award		No	Yes
Quantity Agreed	5		5
Award Amount			357.50
Award/Reject Reason			
Note to Buyer			
Attachments		No	No

1.11 SCYWPF Emergency Disaster Labor Rates - Facilities Manager

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

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

Quantity Agreed	5
Award Amount	292.50
Savings Amount	
Savings Percent	

	Target Value	CONSOLIDATED RESOURCE RECOVERY INC Quote 239142	GASTON TREE DEBRIS RECYCLING LLC Quote 239158
Supplier Site			
Quote Status		Active	Active
Shortlist Status		Included	Included
Quote Price		50	58.5
Unit Price Savings			
Unit Price Savings Percent			
Minimum Release Amount			
Award		No	Yes
Quantity Agreed	5	5	5
Award Amount			292.50
Award/Reject Reason			
Note to Buyer			
Attachments		No	No

1.12 SCYWPF Emergency Disaster Labor Rates - Facilities Safety Officer

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

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

Quantity Agreed	5
Award Amount	260.00
Savings Amount	
Savings Percent	

	Target Value	CONSOLIDATED RESOURCE RECOVERY INC Quote 239142	GASTON TREE DEBRIS RECYCLING LLC Quote 239158
Supplier Site			
Quote Status		Active	Active
Shortlist Status		Included	Included
Quote Price		40	52
Unit Price Savings			
Unit Price Savings Percent			
Minimum Release Amount			
Award		No	Yes
Quantity Agreed	5		5
Award Amount			260.00
Award/Reject Reason			
Note to Buyer			
Attachments		No	No

1.13 SCYWPF Emergency Disaster Labor Rates - Site Supervisor

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

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

Quantity Agreed	5
Award Amount	260.00
Savings Amount	
Savings Percent	

	Target Value	CONSOLIDATED RESOURCE RECOVERY INC Quote 239142	GASTON TREE DEBRIS RECYCLING LLC Quote 239158
Supplier Site			
Quote Status		Active	Active
Shortlist Status		Included	Included
Quote Price		50	52
Unit Price Savings			
Unit Price Savings Percent			
Minimum Release Amount			
Award		No	Yes
Quantity Agreed	5		5
Award Amount			260.00
Award/Reject Reason			
Note to Buyer			
Attachments		No	No

1.14 SCYWPF Emergency Disaster Labor Rates - Spotter

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

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

Quantity Agreed	5
Award Amount	182.00
Savings Amount	
Savings Percent	

	Target Value	CONSOLIDATED RESOURCE RECOVERY INC Quote 239142	GASTON TREE DEBRIS RECYCLING LLC Quote 239158
Supplier Site			
Quote Status		Active	Active
Shortlist Status		Included	Included
Quote Price		25	36.4
Unit Price Savings			
Unit Price Savings Percent			
Minimum Release Amount			
Award		No	Yes
Quantity Agreed	5	5	5
Award Amount			182.00
Award/Reject Reason			
Note to Buyer			
Attachments		No	No

1.15 SCYWPF Emergency Disaster Labor Rates - Equipment Operator

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

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

Quantity Agreed	5
Award Amount	227.50
Savings Amount	
Savings Percent	

	Target Value	CONSOLIDATED RESOURCE RECOVERY INC Quote 239142	GASTON TREE DEBRIS RECYCLING LLC Quote 239158
Supplier Site			
Quote Status		Active	Active
Shortlist Status		Included	Included
Quote Price		45	45.5
Unit Price Savings			
Unit Price Savings Percent			
Minimum Release Amount			
Award		No	Yes
Quantity Agreed	5	5	5
Award Amount			227.50
Award/Reject Reason			
Note to Buyer			
Attachments		No	No

1.16 SCYWPF Emergency Disaster Labor Rates - Temporary Laborer

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

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

Quantity Agreed	5
Award Amount	182.00
Savings Amount	
Savings Percent	

	Target Value	CONSOLIDATED RESOURCE RECOVERY INC Quote 239142	GASTON TREE DEBRIS RECYCLING LLC Quote 239158
Supplier Site			
Quote Status		Active	Active
Shortlist Status		Included	Included
Quote Price		25	36.4
Unit Price Savings			
Unit Price Savings Percent			
Minimum Release Amount			
Award		No	Yes
Quantity Agreed	5	5	5
Award Amount			182.00
Award/Reject Reason			
Note to Buyer			
Attachments		No	No

1.17 SCYWPF Emergency Disaster Labor Rates - Maintenance/Refueling Operator

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

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

Quantity Agreed	5
Award Amount	292.50
Savings Amount	
Savings Percent	

	Target Value	CONSOLIDATED RESOURCE RECOVERY INC Quote 239142	GASTON TREE DEBRIS RECYCLING LLC Quote 239158
Supplier Site			
Quote Status		Active	Active
Shortlist Status		Included	Included
Quote Price		50	58.5
Unit Price Savings			
Unit Price Savings Percent			
Minimum Release Amount			
Award		No	Yes
Quantity Agreed	5	5	5
Award Amount			292.50
Award/Reject Reason			
Note to Buyer			
Attachments		No	No

2 Contingency Transportation of Municipal Solid Waste

2.1 Contingency Transportation of Municipal Solid Waste from the Northwest Transfer Station for disposal at the SCLF

Line Type	Quantity	Unit	Ton (s)
Item, Rev / Job		Start Price	
Category	958.96	Current Price	

	Target Value	CONSOLIDATED RESOURCE RECOVERY INC Quote 239142	GASTON TREE DEBRIS RECYCLING LLC Quote 239158
Supplier Site			
Quote Status			
Shortlist Status			
Quote Price			
Unit Price Savings			
Unit Price Savings Percent			
Minimum Release Amount			
Award			
Quantity Agreed	10500		
Award Amount			
Award/Reject Reason			
Note to Buyer			
Attachments			

2.2 Contingency Transportation of Municipal Solid Waste from the Northwest Transfer Station for disposal at the RRF

Line Type	Quantity	Unit	Ton (s)
Item, Rev / Job		Start Price	
Category	958.96	Current Price	

	Target Value	CONSOLIDATED RESOURCE RECOVERY INC Quote 239142	GASTON TREE DEBRIS RECYCLING LLC Quote 239158
Supplier Site			
Quote Status			
Shortlist Status			
Quote Price			
Unit Price Savings			
Unit Price Savings Percent			
Minimum Release Amount			
Award			
Quantity Agreed		10500	
Award Amount			
Award/Reject Reason			
Note to Buyer			
Attachments			

2.3 Contingency Transportation of Municipal Solid Waste from the South County Transfer Station for disposal at the SCLF

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

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

	Target Value	CONSOLIDATED RESOURCE RECOVERY INC Quote 239142	GASTON TREE DEBRIS RECYCLING LLC Quote 239158
Supplier Site			
Quote Status			
Shortlist Status			
Quote Price			
Unit Price Savings			
Unit Price Savings Percent			
Minimum Release Amount			
Award			
Quantity Agreed	10500		
Award Amount			
Award/Reject Reason			
Note to Buyer			
Attachments			

2.4 Contingency Transportation of Municipal Solid Waste from the South County Transfer Station for disposal at the RRF

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

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

	Target Value	CONSOLIDATED RESOURCE RECOVERY INC Quote 239142	GASTON TREE DEBRIS RECYCLING LLC Quote 239158
Supplier Site			
Quote Status			
Shortlist Status			
Quote Price			
Unit Price Savings			
Unit Price Savings Percent			
Minimum Release Amount			
Award			
Quantity Agreed	10500		
Award Amount			
Award/Reject Reason			
Note to Buyer			
Attachments			

Invitation to Bid 22181,1:239158

Title **South County Yard and Wood Waste Processing Services**
 Amendment Date **15-SEP-2021 11:16:52**
 Amendment Description **Revised unit of measure on Line Item 1.4 and 1.8 through 1.17.**

Close Date **24-SEP-2021 14:00:00** Open Date **15-SEP-2021 11:16:53**
 Time Zone **Eastern Time**
 Response Status **Active**

Your response has been submitted to:

Company	HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS
Buyer	Aulicino, Christy
Location	BOCCOU 601 E Kennedy Blvd Tampa, FL United States
Phone	Not Specified
Fax	
Email	AulicinoC@hillsboroughcounty.org

Your information is:

Your Company Name	GASTON TREE DEBRIS RECYCLING LLC
Your Company Site	
Address	4190 NW 93RD AVE GAINESVILLE, FL 32653 United States
Contact Details	GASTON, WILLIAM

Table of Contents

1 Header Information.....4

 1.1 General Information.....4

 1.2 Terms.....4

 1.3 Requirements.....4

 1.4 Attachments.....7

 1.4.1 Buyer Attachments.....7

 1.4.2 Supplier Attachments.....7

2 Price Schedule.....8

 2.1 Line Information.....8

 2.2 Line Details.....9

 2.2.1 Line 1.1.....9

 2.2.2 Line 1.2.....10

 2.2.3 Line 1.3.....10

 2.2.4 Line 1.4.....10

 2.2.5 Line 1.5.....10

 2.2.6 Line 1.6.....10

 2.2.7 Line 1.7.....11

 2.2.8 Line 1.8.....11

 2.2.9 Line 1.9.....11

 2.2.10 Line 1.10.....11

 2.2.11 Line 1.11.....11

 2.2.12 Line 1.12.....12

 2.2.13 Line 1.13.....12

 2.2.14 Line 1.14.....12

 2.2.15 Line 1.15.....12

 2.2.16 Line 1.16.....12

 2.2.17 Line 1.17.....13

 2.2.18 Line 2.1.....13

 2.2.19 Line 2.2.....13

 2.2.20 Line 2.3.....13

2.2.21 Line 2.4.....13

1 Header Information

1.1 General Information

Title **South County Yard and Wood Waste Processing Services**
 Amendment Date **15-SEP-2021 11:16:52**
 Amendment Description **Revised unit of measure on Line Item 1.4 and 1.8 through 1.17.**

Open Date **15-SEP-2021 11:16:53**
 Close Date **24-SEP-2021 14:00:00**
 Time Zone **Eastern Time**
 Quote Style **Sealed**
 Event **Invitation to Bid**

Buyer **Aulicino, Christy**
 Email **AulicinoC@hillsboroughcounty.org**
 Outcome **Blanket Purchase Agreement**

1.2 Terms

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

1.3 Requirements

Affirmation
Name of person submitting the Bid. <i>Your response value:</i> Bill Gaston
Title of person submitting the Bid. <i>Your response value:</i> Owner/CEO
I represent that I am at least eighteen (18) years of age. Acceptable Values Yes <i>Your response value:</i> Yes
I represent that the printing of my name and the submittal of a Bid is intended to authenticate this writing and to have the same force and effect as my manual signature. Acceptable Values Yes <i>Your response value:</i> Yes
I represent that I am either authorized to bind the Bidder, or that I am submitting the Bid on behalf of and at the direction of the Bidder's representative authorized to contractually bind the Bidder. Acceptable Values

<p>Affirmation</p> <p>Yes</p> <p>.....</p> <p><i>Your response value:</i></p> <p>Yes</p> <p>I represent that the Bidder and/or its applicable representative(s) has reviewed the information contained in this Bid and that the information submitted is accurate.</p> <p>.....</p> <p>Acceptable Values</p> <p>Yes</p> <p>.....</p> <p><i>Your response value:</i></p> <p>Yes</p> <p>At this present time, we understand all requirements and state that as a serious Bidder we will comply with all the stipulations included in this Solicitation Document. The above-named Bidder affirms and declares: That the Bidder is of lawful age and that no other person, firm or corporation has any interest in this Bid or in the Contract proposed to be entered into. That this Bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Bid for the same purpose, and is, in all respects, fair and without collusion or fraud. That the Bidder is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County. That no officer or employee or person whose salary is payable, in whole or in part, from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Bid; in the performance of this Contract; in the supplies, materials, equipment, and Services and/or Work to which they relate; or in any portion of the profits thereof. That the Bidder has carefully examined the site where the Services and/or Work are to be performed and that, from the Bidder's own investigations, the Bidder is satisfied with the nature and location of the Project and/or Work to be performed; the character, quality and quantity of materials; the kind and extent of the equipment and other facilities needed for the performance of the Services and/or Work; the general and local conditions, all difficulties to be encountered; and all other items which may in any way affect the performance of the Services and/or Work. That the Bidder has not altered the original Solicitation Document in any way and further understands that any such alteration of the original Solicitation Document may result in rejection of the Bidder's Bid. Bidder acknowledges and understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services that are One Million Dollars (\$1,000,000) or more, if such company is (i) engaged in business operations in Cuba or Syria, (ii) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (iii) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473). Bidder hereby certifies that Bidder (i) is not engaged in business operations in Cuba or Syria, (ii) is not on the Scrutinized Companies that Boycott Israel List, (iii) is not on the Scrutinized Companies with Activities in Sudan List, and (iv) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Bidder acknowledges and understands that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject Bidder to civil penalties, attorneys' fees and/or costs.</p> <p>.....</p> <p>Acceptable Values</p> <p>Yes</p> <p>.....</p> <p><i>Your response value:</i></p> <p>Yes</p> <p>In addition to the Bidder's affirmations set forth herein, Bidder affirms and declares that Bidder is in compliance with Florida Statutes, Section 448.095 which, in part, requires all Contractors and its Subcontractors to register with and use the United States Department of Homeland Security's E-Verify system for all newly hired employees, and requires Contractors to obtain affidavits from its Subcontractors stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Bidder acknowledges and understands that pursuant to Florida Statutes Section 448.095, the County is required to terminate the Contract if it has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1); whereupon, the Contractor will not be eligible for award of a public contract for at least one year from the date of such termination.</p> <p>.....</p> <p>Acceptable Values</p> <p>Yes</p> <p>.....</p> <p><i>Your response value:</i></p> <p>Yes</p>
<p>General Requirements</p>

<p>General Requirements</p> <p>Deviation(s): Any representation of deviation(s) may cause this Bid to be rejected by Hillsborough County. The following represents every deviation (itemized by number) to the foregoing Invitation to Bid upon which this Bid is based.</p> <p>.....</p> <p>Type Optional</p> <p>.....</p> <p><i>Your response value:</i></p> <p>In the event an Agreement is executed upon the award of this Invitation to Bid to the Bidder, the County will provide Successful Bidder with a copy of the executed Agreement, if applicable. The County prefers to provide the document via electronic mail (e-mail). However, if Bidder wishes to receive an original hard copy of the executed Agreement, it can be mailed. Indicate the delivery method desired.</p> <p>.....</p> <p>Acceptable Values Send electronic version Send hard copy via U.S. Mail</p> <p>.....</p> <p><i>Your response value:</i> Send electronic version</p> <p>Bidder is currently set up with a merchant account to accept payment by VISA credit card and will accept payment from the County by VISA account through the ePayables electronic payment solution. Note: If Bidder is already enrolled in the County's ePayables solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.</p> <p>.....</p> <p>Acceptable Values Yes No</p> <p>.....</p> <p><i>Your response value:</i> Yes</p> <p>Bidder will accept payment from the County by direct deposit through the ACH electronic payment solution. Note: If Bidder is already enrolled in the County's ACHsolution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.</p> <p>.....</p> <p>Acceptable Values Yes No</p> <p>.....</p> <p><i>Your response value:</i> Yes</p> <p>Pursuant to the SPECIAL TERMS AND CONDITIONS that allows the Contract to be available to all government agencies, departments, and municipalities, does the Bidder agree to make the contract and bid prices submitted available to all government agencies, departments, and municipalities? The Bidder's choice to make the contract available (or not) will NOT be considered in the award of the Bid.</p> <p>.....</p> <p>Acceptable Values Yes No</p> <p>.....</p> <p><i>Your response value:</i> Yes</p> <p>Submission Checklist</p> <p>The following item(s) is/are uploaded and made part of this submission: (NOTE: There is a file size limit of 100MB per file.) Subcontractors-Material Suppliers List (MBE-1); Copy of Bid Bond (The original Bid Bond should be received by the Department of Procurement Services within two (2) Business Days after the Close Date); Original of certified checks and cashier's checks must be delivered to the Department of Procurement Services no later than the Close Date.</p> <p>.....</p>
--

Submission Checklist
Acceptable Values Yes
.....
<i>Your response value:</i> Yes

1.4 Attachments

1.4.1 Buyer Attachments

Name	Data Type	Description
Substitute W-9.pdf	File	Complete upon County's request.
Bid Bond	File	Submit with Offer.
Performance Bond	File	Complete upon County's request.
Insurance Certificate	File	Complete upon County's request.
Drug Free Workplace Form.doc	File	Submit with Offer. (optional)
Responsibility Survey.pdf	File	Complete upon County's request.
Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts.doc	File	Required for Federally Funded Contracts (FEMA)
AA-EEO Documents Fillable (Template)	File	Complete upon County's request.
Attachment A, South County Yard Waste Processing Facility Minimum Requirements	File	For Supplier review.
Attachment B, Site Plan	File	For Supplier review.
Attachment C, Site Plan	File	For Supplier review.
Attachment D, Yard and Wood Waste Services Monthly Reporting	File	For Supplier review.

1.4.2 Supplier Attachments

Name	Data Type	Description
Certificate of Insurance	File	
Drug Free Workplace Form	File	
Certification for Disclosure of Lobbying Activities	File	
Bid Bond	File	
Subcontractors-Material Suppliers List (MBE-1) Stmt	File	

2 Price Schedule

2.1 Line Information

Display Rank As **No indicator displayed**
 Ranking **Price Only**
 Cost Factors **None**
 Response Total (USD) **6,944,110.40**

Line	Item, Rev / Job	Target Quantity	Unit	Response Price	Amount	Bid Minimum Release Amount
1	South County Yard Waste Processing Facility (SCYWPF)			No Response		
1.1	SCYWPF disposal to SCLF Borrow Pit or Compost Site - Managing, Receiving, Processing (grinding), loading, and transporting	200,000	Ton (s)	32.9	6,580,000.00	
1.2	SCYWPF disposal to Contractor's Disposal Site - Managing, Receiving, Processing (grinding), loading, and transporting	5,000	Ton (s)	40.9	204,500.00	
1.3	SCYWPF Managing, Receiving, Processing (grinding), loading, NO HAULING. (County provides hauling)	5,000	Ton (s)	24.9	124,500.00	
1.4	SCYWPF - Charge for re-tooling/changing screens as requested and to meet the County's requirements for composting	3	Each	1.3	3.90	
1.5	(Beginning of Contract Transition) SCYWPF Processing (grinding) of yard waste material already on site	1,000	Ton (s)	12	12,000.00	
1.6	(Beginning of Contract Transition) SCYWPF Hauling of processed yard waste material already on site for disposal at the SCLF Borrow Pit	1,000	Ton (s)	8	8,000.00	
1.7	(End of Contract Transition) SCYWPF Site Managing, Receiving and Processing (grinding) of inbound yard waste material (No hauling)	500	Ton (s)	24.9	12,450.00	
1.8	SCYWPF Emergency Disaster Event Labor Rates - Yard Waste Contract Manager	5	Hour (s)	75	375.00	
1.9	SCYWPF Emergency Disaster Labor Rates - Administrative Assistant	5	Hour (s)	45.5	227.50	
1.10	SCYWPF Emergency Disaster Labor Rates - Accountant	5	Hour (s)	71.5	357.50	

Line	Item, Rev / Job	Target Quantity	Unit	Response Price	Amount	Bid Minimum Release Amount
1.11	SCYWPF Emergency Disaster Labor Rates - Facilities Manager	5	Hour (s)	58.5	292.50	
1.12	SCYWPF Emergency Disaster Labor Rates - Facilities Safety Officer	5	Hour (s)	52	260.00	
1.13	SCYWPF Emergency Disaster Labor Rates - Site Supervisor	5	Hour (s)	52	260.00	
1.14	SCYWPF Emergency Disaster Labor Rates - Spotter	5	Hour (s)	36.4	182.00	
1.15	SCYWPF Emergency Disaster Labor Rates - Equipment Operator	5	Hour (s)	45.5	227.50	
1.16	SCYWPF Emergency Disaster Labor Rates - Temporary Laborer	5	Hour (s)	36.4	182.00	
1.17	SCYWPF Emergency Disaster Labor Rates - Maintenance/Refueling Operator	5	Hour (s)	58.5	292.50	
2	Contingency Transportation of Municipal Solid Waste			No Response		
2.1	Contingency Transportation of Municipal Solid Waste from the Northwest Transfer Station for disposal at the SCLF	10,500	Ton (s)	No Response		
2.2	Contingency Transportation of Municipal Solid Waste from the Northwest Transfer Station for disposal at the RRF	10,500	Ton (s)	No Response		
2.3	Contingency Transportation of Municipal Solid Waste from the South County Transfer Station for disposal at the SCLF	10,500	Ton (s)	No Response		
2.4	Contingency Transportation of Municipal Solid Waste from the South County Transfer Station for disposal at the RRF	10,500	Ton (s)	No Response		

2.2 Line Details

2.2.1 Line 1.1 SCYWPF disposal to SCLF Borrow Pit or Compost Site - Managing, Receiving, Processing (grinding), loading, and transporting

Group **South County Yard Waste Processing Facility (SCYWPF)**
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release Amount (USD) **Not Specified**
 Estimated Total Amount (USD) **Not Specified**

2.2.2 Line 1.2 SCYWPF disposal to Contractor's Disposal Site - Managing, Receiving, Processing (grinding), loading, and transporting

Group **South County Yard Waste
Processing Facility (SCYWPF)**
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.3 Line 1.3 SCYWPF Managing, Receiving, Processing (grinding), loading, NO HAULING. (County provides hauling)

Group **South County Yard Waste
Processing Facility (SCYWPF)**
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.4 Line 1.4 SCYWPF - Charge for re-tooling/changing screens as requested and to meet the County's requirements for composting

Group **South County Yard Waste
Processing Facility (SCYWPF)**
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.5 Line 1.5 (Beginning of Contract Transition) SCYWPF Processing (grinding) of yard waste material already on site

Group **South County Yard Waste
Processing Facility (SCYWPF)**
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.6 Line 1.6 (Beginning of Contract Transition) SCYWPF Hauling of processed yard waste material already on site for disposal at the SCLF Borrow Pit

Group **South County Yard Waste
Processing Facility (SCYWPF)**
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.7 Line 1.7 (End of Contract Transition) SCYWPF Site Managing, Receiving and Processing (grinding) of inbound yard waste material (No hauling)

Group **South County Yard Waste
Processing Facility (SCYWPF)**
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.8 Line 1.8 SCYWPF Emergency Disaster Event Labor Rates - Yard Waste Contract Manager

Group **South County Yard Waste
Processing Facility (SCYWPF)**
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.9 Line 1.9 SCYWPF Emergency Disaster Labor Rates - Administrative Assistant

Group **South County Yard Waste
Processing Facility (SCYWPF)**
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.10 Line 1.10 SCYWPF Emergency Disaster Labor Rates - Accountant

Group **South County Yard Waste
Processing Facility (SCYWPF)**
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.11 Line 1.11 SCYWPF Emergency Disaster Labor Rates - Facilities Manager

Group **South County Yard Waste
Processing Facility (SCYWPF)**
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.12 Line 1.12 SCYWPF Emergency Disaster Labor Rates - Facilities Safety Officer

Group **South County Yard Waste
Processing Facility (SCYWPF)**
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.13 Line 1.13 SCYWPF Emergency Disaster Labor Rates - Site Supervisor

Group **South County Yard Waste
Processing Facility (SCYWPF)**
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.14 Line 1.14 SCYWPF Emergency Disaster Labor Rates - Spotter

Group **South County Yard Waste
Processing Facility (SCYWPF)**
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.15 Line 1.15 SCYWPF Emergency Disaster Labor Rates - Equipment Operator

Group **South County Yard Waste
Processing Facility (SCYWPF)**
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.16 Line 1.16 SCYWPF Emergency Disaster Labor Rates - Temporary Laborer

Group **South County Yard Waste
Processing Facility (SCYWPF)**
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.17 Line 1.17 SCYWPF Emergency Disaster Labor Rates - Maintenance/Refueling Operator

Group **South County Yard Waste
Processing Facility (SCYWPF)**
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.18 Line 2.1 Contingency Transportation of Municipal Solid Waste from the Northwest Transfer Station for disposal at the SCLF

Group **Contingency Transportation of
Municipal Solid Waste**
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.19 Line 2.2 Contingency Transportation of Municipal Solid Waste from the Northwest Transfer Station for disposal at the RRF

Group **Contingency Transportation of
Municipal Solid Waste**
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.20 Line 2.3 Contingency Transportation of Municipal Solid Waste from the South County Transfer Station for disposal at the SCLF

Group **Contingency Transportation of
Municipal Solid Waste**
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

2.2.21 Line 2.4 Contingency Transportation of Municipal Solid Waste from the South County Transfer Station for disposal at the RRF

Group **Contingency Transportation of
Municipal Solid Waste**
 Category **958.96**
 Shopping Category **Not Specified**
 Minimum Release **Not Specified**
 Amount (USD)
 Estimated Total **Not Specified**
 Amount (USD)

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....18

1. Specifications18

 1.1. Scope *18

 1.2. Applicable Publications and Terminology *18

 1.3. Minimum Qualifications *18

 1.4. Preparation for Delivery *19

2. Special Terms and Conditions19

 2.1. Allowance(s) *19

 2.2. Basis for Award (County's Best Interest)20

 2.3. Liquidated Damages20

 2.4. Bonds21

 2.4.1. Bid Bond21

 2.4.2. Earnest Money Deposit/Bid Bonds and Other Bid Securities22

 2.4.3. Evidence of Power-of-Attorney on Surety Instruments22

 2.4.4. Performance Bonds22

 2.4.5. Security Forfeiture23

 2.5. Contract Provisions for Contracts Funded In-Whole or In-Part by Federal Funds where the Contractor is a Non-Federal Entity23

 2.5.1. Access to Records and Work Site(s) *23

 2.5.2. Byrd Anti-Lobbying Amendment, 31 U.S.C. ss 1352 (as amended)23

 2.5.3. Clean Air Act and the Federal Water Pollution Control Act *24

 2.5.4. Compliance with Federal Law, Regulations, and Executive Orders24

 2.5.5. Contract Work Hours and Safety Standards Act24

 2.5.6. Copeland "Anti-Kickback" Act25

 2.5.7. Davis-Bacon Act25

 2.5.8. Debarment and Suspension26

 2.5.9. DHS Seal, Logo, and Flags26

 2.5.10. No Obligation by Federal Government26

 2.5.11. Procurement of Recovered Materials26

 2.5.12. Program Fraud and False or Fraudulent Statements or Related Acts27

 2.5.13. Rights to Inventions Made Under a Contract or Agreement27

 2.6. Insurance, Contractor *27

 2.7. Optional Provision for Other Agencies29

 2.8. Site Visit *29

 2.9. Post Award Meeting30

 2.10. Price Escalation/De-Escalation (CPI)30

 2.11. Purchase Order/Contract30

 2.12. Term Contract Clauses31

 2.12.1. Contract Period for Term Contract *31

 2.12.2. Estimated Quantities31

 2.12.3. Hillsborough County Governmental Purchasing Council: Reference Laws of Florida 69-1112 and 69-111931

 2.12.4. Ordering32

2.12.5. Termination for Convenience32

3. Definitions32

3.1. Definitions32

3.2. Agreement32

3.3. Amendment(s), Addendum, or Addenda32

3.4. Bid(s), or Bidder's Bid33

3.5. Bidder33

3.6. Blanket Purchase Agreement (BPA)33

3.7. Board of County Commissioners33

3.8. Bond33

3.9. Business Day(s)33

3.10. Change Order33

3.11. Close Date33

3.12. Contract or Contract Documents34

3.13. Contract Price34

3.14. Contract Purchase Agreement (CPA)34

3.15. Contract Time or Contract Period34

3.16. Contractor34

3.17. County34

3.18. County Administrator34

3.19. Day(s)34

3.20. Designee34

3.21. Earnest Money Deposit (EMD)35

3.22. Invitation To Bid35

3.23. Minimum Specifications35

3.24. Modification Agreement35

3.25. Notice35

3.26. Notice of Award35

3.27. Notice to Proceed35

3.28. Offer(s)35

3.29. Offeror36

3.30. Project36

3.31. Project Manager36

3.32. Proposal(s)36

3.33. Proposer36

3.34. Purchase Order36

3.35. Quote(s)36

3.36. Service(s)36

3.37. Site(s)37

3.38. Solicitation Document37

3.39. Specifications37

3.40. Subcontractor37

3.41. Successful Bidder/Proposer37

3.42. Surety37

3.43. Unilateral Change Order37

3.44. Work38

4. Instructions38

4.1. Manual Bid Submissions38

4.2. Affirmative Action Business Enterprise Policy39

4.3. Award of Contract and Rejection of Bids40

4.4. Bid Documents40

4.5. Bid/Proposal/Quote Pricing41

4.6. Bid/Proposal/Quote Results41

4.7. Bidder/Proposer Request for Interpretation of Solicitation Document41

4.8. Bidder/Proposer Responsible for Examining/Investigating Work Site(s)41

4.9. Procurement Policy and Procedures and Hillsborough County Ordinance - Protest Process and Procedures41

4.10. Bidder's/Proposer's Understanding of the Solicitation Document42

4.11. Brand Names, Etc.42

4.12. Cancellation of Solicitation Document42

4.13. Compliance With Occupational Safety And Health Act (O.S.H.A.)42

4.14. Condition of Goods, Shipping Costs, and Claims Against Carrier42

4.15. Cone of Silence42

4.16. Deviations43

4.17. Drug Free Workplace Program43

4.18. Electronic Payment Solutions43

4.19. Equipment Demonstration44

4.20. Execution of Written Agreement44

4.21. Facilities Inspection44

4.22. Hillsborough County Business Tax44

4.23. Inspection of Samples44

4.24. Licensing45

4.25. Modification and/or Withdrawal of Offer Prior to Close Date45

4.26. No Assignment of Offers45

4.27. Obtaining Clarification and/or Additional Information45

4.28. Public Entity Crimes Statement45

4.29. Requested Information and Descriptive Literature46

4.30. Responsibility Survey46

4.31. Submittal Deadline46

4.32. Taxes46

4.33. Time Period Offer is Valid46

4.34. Unbalanced Offers and/or Excessive Line Item Prices46

5. General Terms and Conditions46

5.1. Applicable Law47

5.2. Changes in the Work/Change Orders/Modifications47

5.3. Contractor Must Use E-Verify, Must Have Legally Authorized Workforce & Utilize IMAGE Best Practices47

5.4. Contractor Use of Hillsborough County For Marketing Prohibited49

5.5. Contractor's Responsibilities49

5.6. County as Intended Beneficiary of Subcontracts50

5.7. Emergencies50

5.8. Failure to Perform50

5.9. Fiscal Non-Funding/Availability of Funding50

5.10. Force Majeure50

5.11. Hand Sanitizer Ordinance51

5.12. Equal Employment Opportunity; Non-Discrimination Clause51

5.13. Indemnification55

5.14. Injury and/or Damage Claims55

5.15. Interpretation and Intent of Contract Documents55
5.16. Laws and Regulations56
5.17. Legally Required Statement and Provisions Regarding Access to Records for Services Contracts ..56
5.18. Maintenance of Records/Public Records Law57
5.19. No Assignment of Contract57
5.20. Non-Exclusive Contract57
5.21. Notices to Contractor57
5.22. Notices to the County57
5.23. Payment and Completion58
5.24. Payment to Contractor by Electronic Payment Solution58
5.25. Payment to Subcontractors59
5.26. Performance Standards and Product Quality59
5.27. Project Manager's Status59
5.28. Severability59
5.29. Solid Waste Collection and Disposal59
5.30. Starting The Work60
5.31. Statement of Assurance60
5.32. Suspension of Work60
5.33. Termination for Contractor Engaging in Business Operations in Cuba or Syria and Termination for Contractor Being on the Scrutinized Companies Lists Set Forth in Florida Statutes, Section 287.13560

Terms and Conditions

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 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.

See Attachment A, South County Yard Waste Processing Facility Minimum Requirements.

1.2. Applicable Publications and Terminology *

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

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

1.2.1.2. 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>

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

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

1.3. Minimum Qualifications *

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

1.3.1.1. Bidder shall also provide the following information to demonstrate recent experience in providing substantially similar services:

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

1.3.1.1.2. Equipment utilized.

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

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

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

1.3.2. Bidder shall provide the following with Bid submission or upon County request:

1.3.2.1. 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.

1.3.2.2. 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.

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

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

1.3.3.1. Operations of the facility.

1.3.3.2. Dust control.

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

1.3.3.4. Traffic control.

1.3.3.5. Fire safety.

1.3.3.6. Occupational Safety and Health Administration (OSHA) requirements.

1.3.3.7. Training shall also cover, at a minimum:

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

1.3.3.7.2. Customer relations and service.

1.3.3.7.3. Review of responsibilities by position.

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

1.3.3.7.5. Emergency Protocols.

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

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

1.3.3.7.8. Good housekeeping and material management practices.

1.3.3.8. Bidder shall provide proof of training with bid submission or upon County request.

1.4. Preparation for Delivery *

Delivery of the goods and/or performance of the Services and/or Work must be no later than 14 Days after Contractor's receipt of a Purchase Order from the County. The Contractor shall be solely responsible for all freight charges. Offers that propose delivery timelines that do not fall within the aforementioned delivery time frame will be subject to rejection.

2. Special Terms and Conditions

2.1. Allowance(s) *

2.1.1. An Allowance, in the amount of \$ 5,000.00, will be added to the total Bid amount for Emergency Disaster FEMA Equipment.

2.1.2. Commodities and/or Services ordered through the Allowance are limited to the items/services listed above.

2.1.3. 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 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.

2.3. Liquidated Damages

2.3.1. 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.

2.3.1.1. Failure to size reduce (grind) (maximum unprocessed yard and wood waste; current permitted maximum is 2,000 tons) shall result in an assessment of One thousand dollars (\$1,000.00) per day.

2.3.1.2. Failure to maintain facility (including general housekeeping, erosion controls, landscaping, mowing, repairs to roadways, pad, passive vents, etc.), and not corrected within thirty (30) days of notification from County shall result in an assessment of One hundred dollars (\$100.00) per day.

2.3.1.3. Failure to correct any safety and/or regulatory issues within 24 hours after notification by the County shall result in an assessment of One thousand dollars (\$1,000.00) per day plus any regulatory penalties and associated costs.

2.3.1.4. Failure to keep any materials onsite prior to the start of the contract from becoming commingled with new inbound materials material during the Beginning Transition phase of the contract shall result in an assessment of one hundred dollars (\$100.00) per day.

2.3.2. Dispute of Liquidated Damages

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

2.3.2.2. 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.

2.3.2.2.1. 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.

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

liquidated damages.

2.3.2.3. 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.

2.3.2.3.1. 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.

2.3.2.4. 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.

2.3.2.5. 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.

2.3.2.6. 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.

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

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

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

2.4. Bonds

2.4.1. Bid Bond

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

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

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

c) Any submitted certified check or irrevocable letter of credit shall be drawn on a solvent bank or trust company to

the order of Hillsborough County Board of County Commissioners, and shall have all necessary documentary revenue stamps attached, if required by law.

- d) Surety on Bid Bonds shall be authorized to do business in the State of Florida.
- e) All Bid Bonds shall be issued or countersigned by an authorized agent, with satisfactory evidence of the authority of the person or persons executing such bonds.
- f) Personal checks, business checks and cash deposits are not acceptable.

2.4.2. Earnest Money Deposit/Bid Bonds and Other Bid Securities

- i) An Earnest Money Deposit/Bid Bond or other security is required with this Bid. Either a certified check, a cashier's check, treasurer's check, or a bank draft drawn on any national or state licensed financial institution or, in the alternative, an Earnest Money Deposit completed and signed by all required parties and submitted in the format detailed in the attachment, shall be required to accompany each Bid Proposal in a stated dollar amount which equals not less than five percent (5%) of the sum of the computed total amount of the Bidder's Bid Proposal.
- ii) If the Bid will be awarded at a stated dollar amount, the Earnest Money Deposit or other security must be in an amount of five percent (5%) of the stated award amount, regardless of the Bid prices received.
- iii) Any submitted certified check, cashier's check, treasurer's check, or bank draft shall be drawn on a solvent bank or trust company authorized to do business in Florida, payable to the order of Hillsborough County Board of County Commissioners, and shall have all necessary documentary revenue stamps attached, if required by law.
- iv) Sureties on Earnest Money Deposits shall be companies authorized to do business in the State of Florida and satisfactory evidence of the authority of the person or persons executing such Bid Bonds shall be submitted with the Bid Bond.
- v) Bid Bonds must be submitted on the form provided (see attachment).
- vi) Personal checks, business checks, and cash deposits are not acceptable to Hillsborough County and will render your Bid nonresponsive.

2.4.3. 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.

2.4.4. Performance Bonds

- i) The successful Bidder shall execute a Performance Bond as shown within the attachment, or furnish acceptable alternative forms of security, in a sum equal to 25% of the total awarded Contract amount, renewable 90 days prior to the annual contract anniversary, by a Surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida. The Performance Bond shall be required from the successful Bidder to ensure the faithful performance of the obligations imposed by the Contract.
- ii) The Performance Bond form will be included in the Contract Documents and must be properly executed by the Surety and the successful Bidder. Attorneys-in-fact who sign Bonds or other surety instruments must attach with each Bond or surety instrument a certified and effectively dated copy of their power of attorney. Certified copies of the recorded Bonds shall be submitted to the County within ten (10) Days after notification by the County of award of the Contract.

iv) In lieu of the Performance 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.

2.4.5. 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.

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

2.5.1. Access to Records and Work Site(s) *

- i) 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 Federal Emergency Management Agency (FEMA) 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.
- ii) 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.
- iii) The Contractor agrees to provide the Federal Emergency Management Agency (FEMA) Administrator or his/her authorized representatives access to construction or other work sites pertaining to the Work being completed under the Contract.

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

- i) This subsection shall only be applicable to contract awards of One Hundred Thousand Dollars (\$100,000) or more.
- ii) For the purpose of this subsection, "U.S.C." shall mean the Code of Laws of the United States of America/United States Code.
- iii) 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.

2.5.3. Clean Air Act and the Federal Water Pollution Control Act *

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

ii) 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.

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

iv) Clean Air Act

I) 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.

II) 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 **XXX**, and the appropriate Environmental Protection Agency Regional Office.

III) 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.

v) Federal Water Pollution Control Act

I) 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.

II) 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 **XXX**, and the appropriate Environmental Protection Agency Regional Office.

III) 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.

2.5.4. Compliance with Federal Law, Regulations, and Executive Orders

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

ii) 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.

2.5.5. Contract Work Hours and Safety Standards Act

i) 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.

ii) 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.

iii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph ii) 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 paragraph ii) 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 paragraph ii) of this subsection.

iv) 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 paragraph iii) of this subsection.

v) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs ii) through v) 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 paragraphs ii) through v) of this subsection.

2.5.6. Copeland "Anti-Kickback" Act

i) 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.

ii) 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.

iii) 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.

2.5.7. Davis-Bacon Act

i) 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.

ii) 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.

2.5.8. Debarment and Suspension

- i) For the purpose of this subsection, "C.F.R." shall mean the United States Code of Federal Regulations.
- ii) 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.
- iii) 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.
- iv) 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.
- v) 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.
- vi) 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.

2.5.9. DHS Seal, Logo, and Flags

- i) For the purpose of this subsection, "DHS" shall mean the United States Department of Homeland Security.
- ii) 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.

2.5.10. 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.

2.5.11. Procurement of Recovered Materials

- i) For the purpose of this subsection, "EPA" shall mean the United States Environmental Protection Agency.
- ii) 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:
 - I) Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - II) Meeting Contract performance requirements; or
 - III) At a reasonable price.
- iii) 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>

2.5.12. Program Fraud and False or Fraudulent Statements or Related Acts

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

2.5.13. Rights to Inventions Made Under a Contract or Agreement

- i) 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.
- ii) 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.
- iii) 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.
- iv) 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.
- v) For the purpose of this subsection, "C.F.R." shall mean the United States Code of Federal Regulations.
- vi) 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.

2.6. Insurance, Contractor *

- a) During the life of the Agreement, the Contractor shall provide, pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of A-, Class 7 or better, authorized to transact business in the State of Florida, and which are satisfactory to the County.
- b) All policies of insurance required by the Agreement shall require that the Contractor give the County thirty (30) Days written notice of any cancellation, intent not to renew, or reduction in coverage and ten (10) Days written notice of any non-payment of premium. Such notice shall be delivered by U.S. Mail to: Director, Risk Management Division, Hillsborough County, 601 E. Kennedy Blvd, Tampa, Florida 33602. In the event of any reduction in the aggregate limit of any policy, the Contractor shall immediately restore such limit to the amount required herein.

- c) All insurance coverages provided by the Contractor shall be primary to any insurance or self-insurance program of the County which is applicable to the Work provided for in the Agreement.
- d) Receipt by the County of any Certificate of Insurance or copy of any policy evidencing the insurance coverages and limits required by the Contract Documents does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Contract Documents.
- e) No work for the County shall commence or occupancy of any of its property take place until the required Certificates of Insurance and copies of the policies, if requested, are received by the County and written Notice to Proceed is issued to the Contractor by the County.
- f) The insurance coverages and limits required of the Contractor under the Contract Documents are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for the Contractor. Contractor shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any questions concerning its exposure to loss under the Contract Documents or the insurance coverages needed therefore, it should seek professional assistance.
- g) If the insurance coverage initially provided by the Contractor is to expire prior to completion of the Work, renewal Certificates of Insurance shall be furnished to the County the ten (10) Days prior to expiration of current coverages.
- h) Should the Contractor fail to maintain the insurance coverages required by the Contract Documents, the County may, at its option, either terminate this Agreement for default or procure and pay for such coverage, charge the Contractor for and deduct the costs of the same from payments due the Contractor. A decision by the County to procure and pay for such insurance coverage shall not operate as a waiver of any of its rights under the Contract Documents.
- i) All Commercial General Liability and Builder's Risk liability insurance policies obtained by the Contractor to meet the requirements of the Contract Documents shall provide that the County, its employees and agents, and the Contractor shall be "additional insureds" under the Policy and shall also incorporate a Severability of Interest provision. All insurance coverages provided under this Section shall apply to all the Contractor's activities under the Contract Documents without regard for the location of such activity. Liability policies shall only be written on the "Occurrence" form.
- j) Coverage amounts and type of insurance shall conform to the following minimum requirements with the use of current Insurance Service Office form and endorsements or their equivalent.
- k) Worker's Compensation and Employer's Liability Insurance. Coverage shall be maintained by the Contractor for all employees engaged in the Work, in accordance with the laws of the State of Florida.
- l) The amount of such insurance shall not be less than:
 - i) Workers' Compensation - Florida Statutory Requirements
 - ii) Employer's Liability -
 - \$ 100,000.00 Limit Each Accident
 - \$ 100,000.00 Limit Disease Each Employee
 - \$ 500,000.00 Limit Disease Aggregate
 - iii) Commercial General Liability Insurance. Coverage shall include, but not be limited to: Bodily Injury and Property Damage, Damage, Damage to Rented Premises, Medical expenses, Personal and Advertising Injury, and Products and Completed Operations:
 - \$ 1,000,000.00 Bodily Injury and Property Damages - Each Occurrence
 - \$ 50,000.00 Damages to Rented Premises - Each Occurrence

\$ 5,000.00 Medical Expenses - Any One Person

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

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

\$ 2,000,000.00 General Aggregate

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

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

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

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

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

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

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

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

vii) Pollution/Environmental Liability Insurance is not required.

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

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

2.7. 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. Site Visit *

A Site Visit has been scheduled for this Solicitation Document. The Site Visit will be conducted by Hillsborough County at:

South County Transfer Station

13000 U.S. 41 South,

Gibsonton, Florida

TIME: 9:00 a.m.,

DATE: September 1, 2021

PHONE NUMBER (813) 272-5790

2.9. Post Award Meeting

2.9.1. After award and prior to receiving any authorizations from the County, the Contractor(s) shall meet with Solid Waste Division personnel to discuss procedures, issues, and expectations regarding the execution of the work pursuant to these Specifications.

2.9.1.1. The Contractor shall submit upon award a list of all potential subcontractors intend to use during the Contract Period, including the type of work or service to be performed. Any changes to the subcontractors listed will be subject to County approval.

2.10. Price Escalation/De-Escalation (CPI)

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

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

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

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

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

e) As of the annual anniversary date of this Contract, the County may decrease the Contract in accordance with the above Escalation/De-Escalation clause formula. The County shall notify the Contractor in writing of any such de-escalation. In no event shall either the escalation or the de-escalation exceed six percent (6%) in any year.

2.11. 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.

2.12. Term Contract Clauses

2.12.1. Contract Period for Term Contract *

The Contract resulting from this Solicitation Document will be in effect from the effective date of the Contract as established by the County's Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA) through February 28, 2026.

2.12.2. Estimated Quantities

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

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

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

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

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

2.12.4. Ordering

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

2.12.5. Termination for Convenience

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

3. Definitions

3.1. Definitions

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

3.2. Agreement

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

3.3. Amendment(s), Addendum, or Addenda

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

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

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

3.5. Bidder

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

3.6. Blanket Purchase Agreement (BPA)

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

3.7. Board of County Commissioners

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

3.8. Bond

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

3.9. Business Day(s)

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

3.10. Change Order

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

3.11. Close Date

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

3.12. Contract or Contract Documents

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

3.13. Contract Price

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

3.14. Contract Purchase Agreement (CPA)

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

3.15. Contract Time or Contract Period

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

3.16. Contractor

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

3.17. County

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

3.18. County Administrator

"County Administrator" shall mean the County Administrator of Hillsborough County.

3.19. Day(s)

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

3.20. Designee

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

3.21. Earnest Money Deposit (EMD)

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

3.22. Invitation To Bid

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

3.23. Minimum Specifications

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

3.24. Modification Agreement

"Modification Agreement" shall mean the written order to the Contractor signed by the County authorizing an addition, deletion, or revision in the goods, Services and/or Work to be provided under the Contract Documents or an adjustment in the Contract Price issued after execution of the Agreement.

3.25. Notice

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

3.26. Notice of Award

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

3.27. Notice to Proceed

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

3.28. Offer(s)

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

3.29. Offeror

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

3.30. Project

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

3.31. Project Manager

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

3.32. Proposal(s)

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

3.33. Proposer

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

3.34. Purchase Order

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

3.35. Quote(s)

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

3.36. Service(s)

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

3.37. Site(s)

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

3.38. Solicitation Document

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

3.39. Specifications

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

3.40. Subcontractor

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

3.41. Successful Bidder/Proposer

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

3.42. Surety

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

3.43. Unilateral Change Order

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

3.44. Work

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

4. Instructions

4.1. Manual Bid Submissions

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

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

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

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

Hillsborough County BOCC - County Center

Procurement Services Department

PO Box 1110

601 East Kennedy Blvd

Tampa, FL 33601

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

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

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

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

c) Signing of Offer:

- i) Bidder/Proposer must sign the most recently amended Offer issued for this Solicitation Document.
 - ii) Bidder's/Proposer's Offer must be signed by a person that is legally authorized to contractually bind the Bidder/Proposer.
 - iii) If a Bidder/Proposer is a partnership, then the Offer must be signed by one or more of the company's general partners.
 - iv) If Bidder/Proposer is a corporation, the Offer must be signed by a current officer of the corporation.
 - v) A person signing the Offer as Bidder's/Proposer's agent should include with the Offer legal evidence of such person's authority to sign on behalf of the Bidder/Proposer.
- d) **Errors on Offer Pricing:** If a Bidder's/Proposer's Offer contains erasures, corrections or mathematical errors, the Bidder/Proposer will be bound to the County's reasonable interpretation of the Bidder's/Proposer's intent. The County shall have the discretion to correct any mathematical calculation error and the unit price will control. If a unit price is left blank, the County shall have the discretion to make a reasonable interpretation of the Bidder's/Proposer's Offer, which may include, but is not limited to, assigning a zero dollar (\$0) amount to such blank unit price.
- e) **Bid Bond:**
- i) If Bidder/Proposer is required to submit a Bid Bond for this Offer, then either a certified check, a cashier's check, a treasurer's check, or bank draft drawn on any state licensed financial institution, an irrevocable letter of credit or, in the alternative, a submission of a Bid Bond completed and signed by all required parties and submitted in the format set forth on the Bid Bond page attached to the Solicitation Document, shall be required to accompany each Offer in the dollar amount set forth within this Solicitation Document.
 - ii) Any submitted certified check or irrevocable letter of credit shall be drawn on a solvent bank or trust company to the order of Hillsborough County Board of County Commissioners, and shall have all necessary documentary revenue stamps attached, if required by law.
 - iii) Surety on Bid Bonds shall be authorized to do business in the State of Florida.
 - iv) All Bid Bonds shall be issued or countersigned by an authorized agent, with satisfactory evidence of the authority of the person or persons executing such bonds.
 - v) Personal checks, business checks and cash deposits are not acceptable.

4.2. Affirmative Action Business Enterprise Policy

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

(ii) A written Affirmative Action/Equal Employment Opportunity (AA/EEO)Policy or Program is required if the Offeror has fifteen (15) or more employees. If the Offeror has fewer than fifteen (15) employees, then a written

Affirmative Action (AA) Policy Statement is required. A copy of Offeror's written AA/EEO Policy/Program or AA Policy Statement (as applicable) should be submitted to the County within five (5) Business Days of notification of low Bidder status by the County but **must** be submitted no later than fifteen (15) Business Days after notification of low Bidder status by the County.

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

4.3. Award of Contract and Rejection of Bids

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

4.4. Bid Documents

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

4.5. Bid/Proposal/Quote Pricing

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

4.6. Bid/Proposal/Quote Results

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

4.7. Bidder/Proposer Request for Interpretation of Solicitation Document

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

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

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

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

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

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

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

Offeror is further advised that pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, Sec. 2-567(b)(i), any protest of the Specifications and/or terms and conditions contained

within this Solicitation Document must be received by the County no later than five (5) Business Days before the Close Date/Bid Submittal Deadline set forth in this Solicitation Document.

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

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

4.11. Brand Names, Etc.

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

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

4.12. Cancellation of Solicitation Document

The County reserves the right to cancel, in whole, or in part, this Solicitation Document when deemed to be in the best interest of the County.

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

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

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

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

4.15. Cone of Silence

Pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, there shall be a Cone of Silence for all procurement solicitations issued by the County that are at or over the County's formal bid limit in order to safeguard the integrity of the County's procurement and protest process. The Cone of

Silence shall go into effect on the date a procurement solicitation is issued by the County and shall end on the date the Contract is awarded by the County or the date the procurement solicitation is canceled by the County. Unless otherwise provided for in Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, during the time period the Cone of Silence is in effect, no Offeror, interested party and/or their principals, officers, employees, attorneys or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding a procurement solicitation and/or its related protest. The Cone of Silence does not prohibit an Offeror from communicating with the Director of the County Department issuing the procurement solicitation, County staff listed as contacts in the procurement solicitation, or the attorney in the County Attorney's office that is directly responsible for the applicable procurement solicitation (this information can be obtained by contacting the County staff person listed as the contact in the applicable procurement solicitation). A violation of the Cone of Silence will result in the disqualification of the Offeror from consideration in the award of the procurement solicitation unless it is determined that the violation is unintentional and/or not material.

4.16. Deviations

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

4.17. Drug Free Workplace Program

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

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

4.18. Electronic Payment Solutions

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

b) Automated Clearing House (ACH). The County has an ACH payment solution where the Offeror may choose to be paid with direct deposit. If the Offeror requests to participate in the County's ACH electronic payment solution,

the Offeror should indicate its acceptance in its Offer. If the Offeror has indicated that it will accept the County's ACH for payment, then the Offeror will be required to sign a Direct Deposit Authorization Form after the Contract has been awarded.

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

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

4.19. Equipment Demonstration

Prior to the Award of this Solicitation Document, the County reserves the right to require a demonstration of equipment as proposed in Bidder's/Proposer's Offer. Each Bidder/Proposer shall be prepared to schedule a demonstration of the type of equipment proposed at a time and location mutually agreeable to the Bidder/Proposer and the County. The location should be within reasonable traveling distance from the County, and the County shall be responsible for the travel expenses of its County staff members attending such demonstration. Equipment demonstration may be of Bidder/Proposer-owned equipment or third-party-owned equipment. Failure on the Bidder's/Proposer's part to provide the equipment demonstration as described may result in the rejection of its Offer and/or suspension from consideration for award of bids, proposals, or contracts with the County for a period of up to twenty-four (24) months.

4.20. Execution of Written Agreement

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

4.21. Facilities Inspection

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

4.22. Hillsborough County Business Tax

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

4.23. Inspection of Samples

After the Bid Submittal Deadline/Close Date, the County reserves the right to review and inspect representative samples of the products/goods being proposed by the apparent lowest responsive Bidder/Proposer. Within ten (10) Business Days of receiving a request from the County, Bidder/Proposer shall provide the County with samples of each item requested for the purpose of the County conducting a quality test or comparison without cost to the County. At the County's option, this inspection may take place locally, at the Bidder's/Proposer's place of business or at a location selected by the County. The County will not be responsible for shipping or other expenses incurred

by the Bidder/Proposer in the qualification of its products or company. The County makes no guarantee that samples will be returned; however, samples not destroyed in testing may be available for return upon request (at the Bidder's/Proposer's expense) after testing is completed and after award of the Contract. Failure to provide the samples described above may result in the rejection of Bidder's/Proposer's Offer and/or suspension of Bidder/Proposer from bidding/proposing on County procurements.

4.24. Licensing

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

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

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

4.26. No Assignment of Offers

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

4.27. Obtaining Clarification and/or Additional Information

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

4.28. Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer, or reply on a contract to provide any goods or services to a public entity; may not submit an offer, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit offers, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of an Offer. The County may make inquiries regarding alleged convictions of public entity crimes. The

unreasonable failure of a Bidder/Proposer to promptly supply information in connection with an inquiry may be grounds for rejection of an Offer.

4.29. Requested Information and Descriptive Literature

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

4.30. Responsibility Survey

The apparent low Offeror will be so notified by County staff and may be required, upon receiving such notice, to complete and return the Responsibility Survey form as identified within the attachments and provide all information and documentation requested therein within five (5) Business Days. If, after reviewing the Responsibility Survey and accompanying submissions, the County elects to reject the apparent low Offeror based on its responsibility evaluation, the County may perform the same responsibility evaluation, in succession, with each apparent next lowest Offeror until a contract is awarded to a suitable candidate or withdrawn.

4.31. Submittal Deadline

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

4.32. Taxes

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

4.33. Time Period Offer is Valid

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

4.34. Unbalanced Offers and/or Excessive Line Item Prices

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

5. General Terms and Conditions

5.1. Applicable Law

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

5.2. Changes in the Work/Change Orders/Modifications

- a) All additions, deletions, or revisions shall be valid and enforceable only when authorized by a written Change Order or Modification Agreement executed by the Contractor and the County, and may be subject to approval by the Board of County Commissioners. Only upon receipt of a Change Order or Modification Agreement shall the Contractor be authorized to proceed with the Work involved. All such Work shall be executed under the applicable terms and conditions contained in the Contract Documents.
- b) Additional Work performed by the Contractor without the authorization of a Change Order or Modification Agreement will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time except in the case of an emergency as provided for herein. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.
- c) It is the Contractor's responsibility to notify its Surety of any changes affecting the general scope of the Work/Services or change of the Contract Price, and the amount of the applicable Bond(s) shall be adjusted accordingly.

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

a) E-Verify

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

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

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

iv) Contractor is advised that pursuant to Florida Statutes Section 448.095, if the County has a good faith

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

b) Legally Authorized Workforce

i) Contractor is advised that the County has entered into an agreement (the IMAGE Agreement) with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent knowingly hiring unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE. Accordingly, by submitting its Offer, Contractor represents and warrants:

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

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

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

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

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

c) IMAGE Best Practices

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

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

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

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

- iv) Require the Form I-9 and E-Verify process to be conducted only by individuals who have received appropriate training and include a secondary review as part of each employee's verification to minimize the potential for a single individual to subvert the process.
- v) Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
- vi) Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
- vii) Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when practicable, incorporate the verification requirements in Subcontractor agreements.
- viii) Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
- ix) Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
- x) Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
- (xi) Maintain copies of any documents accepted as proof of identity and/or employment authorization for all new hires.

5.4. Contractor Use of Hillsborough County For Marketing Prohibited

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

5.5. Contractor's Responsibilities

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work and/or Project. If the Contractor observes that the Specifications are at variance with such laws, ordinances, rules or regulations, then the Contractor will give the County prompt written notice thereof, and any necessary

changes shall be adjusted by an appropriate Change Order, Unilateral Change Order or Modification Agreement to the Contract. If the Contractor performs any Work knowing that such Work is contrary to such laws, ordinances, rules and regulations and without giving such notice to the County, the Contractor will bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to ensure that the Specifications are in accordance with such laws, ordinances, rules and regulations.

5.6. County as Intended Beneficiary of Subcontracts

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

5.7. Emergencies

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

5.8. Failure to Perform

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

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

5.9. Fiscal Non-Funding/Availability of Funding

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

5.10. Force Majeure

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

5.11. Hand Sanitizer Ordinance

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

5.12. Equal Employment Opportunity; Non-Discrimination Clause

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

(a) Hillsborough County

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

(b) State of Florida

- (i) Florida Constitution, Preamble and Article I, section 2 protect citizens from being deprived of inalienable rights because of gender, race, religion, national origin, or physical disability.
- (ii) Florida Statutes section 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.
- (iii) Florida Statutes section 112.043, prohibits age discrimination in employment.
- (iv) Florida Statutes section 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.
- (v) Florida Statutes section 448.07, prohibits wage rate discrimination on the basis of sex.

- (vi) Florida Civil Rights Act of 1992, Florida Statutes sections 760.01 - 760.11, as amended.
- (vii) Florida Statutes section 509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability, or national origin
- (viii) Florida Statutes section 725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for services performed.
- (ix) Florida Fair Housing Act, Florida Statutes sections 760.20 - 760.37.
- (x) Florida Statutes section 760.40, provides for the confidentiality of genetic testing and requires informed consent prior to such testing.
- (xi) Florida Statutes section 760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.
- (xii) Florida Statutes section 760.51, provides for remedies and civil penalties for violations of civil rights.
- (xiii) Florida Statutes section 760.60, prohibits discriminatory practices of certain clubs.
- (xiv) Florida Statutes section 760.80, provides for minority representation on boards, commissions, council, and committees.

(c) Federal

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

- (xvi) Older Americans Amendments of 1975, 42 U.S.C. section 3001 et seq., P.L. 94-135, 89 Stat 713.
- (xvii) Americans with Disabilities Act of 1990, 42 U.S.C. section 12101 et seq., as amended by the ADA Amendments Act of 2008, P.L. 110-325, 122 Stat. 3554.
- (xviii) Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. section 4212, as amended.
- (xix) Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- (xx) State and Local Fiscal Assistance Act of 1972, as amended.
- (xxi) Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.
- (xxii) Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. sections 5.100-5.605.
- (xxiii) Executive Order 13673, Fair Pay and Safe Workplaces.
- (d) If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows:
 - (i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (ii) The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

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

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

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

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

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

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

5.13. Indemnification

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

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

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

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

5.14. Injury and/or Damage Claims

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

5.15. Interpretation and Intent of Contract Documents

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

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

5.16. Laws and Regulations

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

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

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

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

- i) 813-272-5790,**
- ii) StromerS@HCFLGov.net,**
- iii) Procurement Services, 601 E. Kennedy Blvd., 25th Floor, Tampa, Florida 33602.**

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

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

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

5.18. Maintenance of Records/Public Records Law

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

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

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

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

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

5.19. No Assignment of Contract

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

5.20. Non-Exclusive Contract

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

5.21. Notices to Contractor

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

5.22. Notices to the County

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

5.23. Payment and Completion

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

5.24. Payment to Contractor by Electronic Payment Solution

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

to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Contractor via e-mail.

5.25. Payment to Subcontractors

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

5.26. Performance Standards and Product Quality

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

5.27. Project Manager's Status

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

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

5.28. Severability

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

5.29. Solid Waste Collection and Disposal

Solid Waste Collection and Disposal; Hillsborough County, Florida - Code of Ordinances and Laws, Part B, Public Utilities, Chapter 130, Article II. (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the Contractor to remove or dispose of solid waste.) Pursuant to Hillsborough County, Florida - Code of Ordinances and Laws, Part B, Public Utilities, Chapter 130, Article II (Solid Waste Collection and Disposal), as amended, all solid waste accumulated as a result of this Contract that the Contractor is required to remove and dispose of, and which the Contractor chooses not to self haul, shall be removed and disposed of by one of the three authorized Hillsborough County solid waste franchise collectors. For a

list of the authorized franchise collectors, please contact the Public Works Department/Solid Waste Division at 813-272-5680. The use of any other company or entity for the collection and disposal of solid waste in the Hillsborough County solid waste service area may be a violation of Chapter 130, Hillsborough County, Florida Code of Ordinances and Laws, Part B, Public Utilities, as amended.

5.30. Starting The Work

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

5.31. Statement of Assurance

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

5.32. Suspension of Work

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

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

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

ATTACHMENT A, SOUTH COUNTY YARD WASTE PROCESSING FACILITY MINIMUM REQUIREMENTS

1. Introduction

1.1. The County provides weekly yard waste collection through the County's contracted residential franchise collectors to approximately 293,000 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 three (3) County-owned YWPF.

1.1.1. 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.

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

1.1.3. The debagging 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 for the YWPF will be notified in writing.

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

1.2.1. 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.

1.2.2. 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 C, 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.

1.2.3. Electrical and potable service is provided into the SCTS facility. Should the Contractor need electrical or water services for their operation, the Contractor shall be responsible for all cost of any furnishing and maintaining of this utility service.

2. Historical Quantities

2.1. The minimum estimated total annual tonnage to be managed and processed is estimated to be 25,000 tons per year for the facility, but as shown in Table 1. 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. 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 six (6) years. The totals for FY 17 & FY 18 include materials accumulated from Hurricane Irma, which impacted Hillsborough County in September, 2017 with debris collection occurring until late December, 2017 and into January, 2018.

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

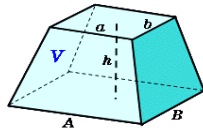
1. Width: 100 ft
2. Length: 250 ft
3. Height: 15 ft
4. Spacing: 30 ft

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

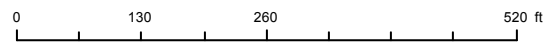
CONTRACTOR MAXIMUM ALLOWABLE ONSITE VOLUME BELOW;

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

Yard and Wood Waste Services Monthly Reporting (*in tons*)

	Oct.	Nov.	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
NWYWPF												
<i>Inbound Material Processed</i>												
Outbound to County facility												
<i>Outbound to Compost site Outbound to Borrow pit</i>												
Outbound to Contractor's disposal site (list site/location name below)												
Site/location 1:												
Site/location 2:												
Site/location 3:												
Site/location 4:												
Site/location 5:												
Site/location 6:												
Total outbound												
Site Inventories at Month End												
<i>Unprocessed Processed</i>												
FYWPF												
<i>Inbound Material Processed</i>												
Outbound to County facility												
<i>Outbound to Compost site Outbound to Borrow pit</i>												
Outbound to Contractor's disposal site (list site/location name below)												
Site/location 1:												
Site/location 2:												
Site/location 3:												
Site/location 4:												
Site/location 5:												
Site/location 6:												
Total outbound												
Site Inventories at Month End												
<i>Unprocessed Processed</i>												
SCYWPF												

ATTACHMENT A, SOUTH COUNTY YARD WASTE PROCESSING FACILITY MINIMUM REQUIREMENTS

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

FY 15		FY 16		FY 17	
Month	Tons	Month	Tons	Month	Tons
2014-10	1,106.70	2015-10	1,658.68	2016-10	2,113.58
2014-11	899.19	2015-11	1,282.65	2016-11	1,769.18
2014-12	722.19	2015-12	1,609.22	2016-12	1,521.93
2015-01	1,084.15	2016-01	1,472.37	2017-01	1,886.88
2015-02	1,195.09	2016-02	1,498.49	2017-02	1,917.91
2015-03	2,009.79	2016-03	2,254.42	2017-03	2,521.47
2015-04	1,786.41	2016-04	2,043.06	2017-04	2,270.62
2015-05	1,328.26	2016-05	1,670.32	2017-05	1,994.08
2015-06	1,553.57	2016-06	1,969.93	2017-06	2,130.93
2015-07	1,451.00	2016-07	1,887.02	2017-07	1,954.69
2015-08	1,628.04	2016-08	1,916.62	2017-08	1,971.81
2015-09	1,656.43	2016-09	1,763.05	2017-09	1,199.41
Grand Total	16,420.82	Grand Total	21,025.83	Grand Total	23,252.49
FY 18		FY 19		FY 20	
Month	Tons	Month	Tons	Month	Tons
2017-10	1,502.10	2018-10	2,236.06	2019-10	2,221.30
2017-11	1,377.68	2018-11	2,209.28	2019-11	1,909.75
2017-12	1,637.17	2018-12	1,883.79	2019-12	1,569.20
2018-01	1,841.83	2019-01	2,456.07	2020-01	1,900.93
2018-02	2,416.67	2019-02	2,246.35	2020-02	2,543.44
2018-03	2,426.27	2019-03	3,208.12	2020-03	3,205.57
2018-04	2,409.77	2019-04	2,637.92	2020-04	2,853.66
2018-05	2,200.86	2019-05	2,165.40	2020-05	3,044.80
2018-06	2,506.85	2019-06	2,256.75	2020-06	2,815.45
2018-07	2,463.10	2019-07	2,384.77	2020-07	2,669.73
2018-08	2,554.40	2019-08	2,531.98	2020-08	2,800.93
2018-09	2,194.75	2019-09	2,176.82	2020-09	2,709.82
Grand Total	25,531.45	Grand Total	28,393.31	Grand Total	30,244.59

3. Additional Definitions

- 3.1. Contaminants: Non-yard and wood waste material not authorized for acceptance as defined under the permits, plastic (garbage bags), metals, string, and rock, and treated wood, and any other material not defined in the permit or these Specifications.
- 3.2. Director: The Director shall mean Director of Solid Waste Management Division.
- 3.3. Facility: Pursuant to these Specifications, Facility is the Yard Waste Processing Facility (YWPF), unless otherwise specified.
- 3.4. 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.
- 3.5. 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).
- 3.6. 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.

ATTACHMENT A, SOUTH COUNTY YARD WASTE PROCESSING FACILITY MINIMUM REQUIREMENTS

- 3.7. 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.
 - 3.8. 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.
 - 3.9. 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).
4. Minimum Requirements for Services to be provided by Contractor
 - 4.1. Authorized Material to be Received and Processed by the Facility.
 - 4.1.1. The County-owned SCYWPF is only authorized to receive and process the following materials, as defined in FAC, Chapter 62-709.201;
 - 4.1.1.1. (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.
 - 4.1.1.2. (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. 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).
 - 4.1.1.3. (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).
 - 4.2. 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.
 - 4.2.1. Personal vehicles or equipment are not considered as an adequate shelter for employees.
 - 4.2.2. 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.
 - 4.2.3. All shelters, office, 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.

ATTACHMENT A, SOUTH COUNTY YARD WASTE PROCESSING FACILITY MINIMUM REQUIREMENTS

- 4.3. Portable toilets (for employees only), shall be provided, and maintained, by the Contractor at no additional cost to the County.
- 4.4. 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.
- 4.5. Contractor's Services
 - 4.5.1. 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.
 - 4.5.2. 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).
 - 4.5.3. The Contractor shall provide professional and courteous interaction with Hillsborough County customers, franchise collectors, and all County staff.
 - 4.5.4. Contractor shall check and verify the customer's load and scale tickets when they arrive at the SCYWPF for:
 - 4.5.4.1. Valid date and time on scale ticket.
 - 4.5.4.2. Scale ticket indicates inbound weight.
 - 4.5.4.3. Load contains yard waste or wood waste only.
 - 4.5.5. 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.
 - 4.5.5.1. 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:
 - 4.5.5.1.1. Heavy traffic flow into/out of the facility.
 - 4.5.5.1.2. During times when processing materials and additional safety precautions are needed.
 - 4.5.5.1.3. 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.
 - 4.5.5.1.4. Unauthorized material is not being adequately removed by one spotter.
 - 4.5.5.1.5. Other conditions deemed by the County as needing additional spotters.
 - 4.5.5.1.6. The additional spotters may be temporary labor staff.
 - 4.5.5.1.7. The County shall inform the Contractor of the need for additional spotters, the reason for the request, and timeframes for implementation and

ATTACHMENT A, SOUTH COUNTY YARD WASTE PROCESSING FACILITY MINIMUM REQUIREMENTS

removal of the additional spotter.

- 4.5.5.2. 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.
- 4.5.5.3. Required spotters are in addition to the operator of the front-end loader or other equipment.
- 4.5.6. 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:
 - 4.5.6.1. Staffing, managing, and maintaining the facility during normal hours of operation.
 - 4.5.6.2. Directing traffic at the facility to the appropriate unloading area, as well as, providing traffic control entering, utilizing, and exiting the facility.
 - 4.5.6.3. Screening for and removing of contaminants and materials other than yard waste.
 - 4.5.6.4. Managing the in-bound material into organized and uniform stockpiles or windrows.
 - 4.5.6.5. Mobilizing a grinder(s) at the SCYWPF.
 - 4.5.6.6. Loading of new inbound yard waste material into the grinder.
 - 4.5.6.7. Placing processed material in stockpiles as directed by the County.
 - 4.5.6.8. Loading of processed yard waste.
 - 4.5.6.9. Transporting of the processed material to the final disposal site.
- 4.5.7. 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.
- 4.5.8. The Contractor may charge for re-tooling/changing screens as requested and to meet the County's requirements for composting or other County requirements.
- 4.5.9. 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.
- 4.5.10. 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.
- 4.5.11. 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.
- 4.5.12. 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.

ATTACHMENT A, SOUTH COUNTY YARD WASTE PROCESSING FACILITY MINIMUM REQUIREMENTS

- 4.5.12.1. Currently, the SCYWPF has two (2) 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.
- 4.5.12.2. The Contractor shall have access to equivalent back-up equipment necessary to continue with its operations in accordance with this Contract.
- 4.5.12.3. 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.
- 4.5.13. The Contractor shall clearly display their company logo on the vehicles and equipment while on County property.
- 4.5.14. 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.
- 4.5.15. 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:
 - 4.5.15.1. Unprocessed material (inbound) shall be calculated by 127 pounds per yard then converted to tons.
 - 4.5.15.2. 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.
- 4.5.16. 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.
- 4.5.17. The Contractor shall have no more than 2,000 tons inbound (according to scales), of unprocessed yard waste at the facility.
- 4.5.18. 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.
- 4.5.19. The Contractor shall not store, or stockpile more than the total maximum volume or tonnage as listed on Attachment B, Site Plan.
- 4.5.20. 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.
 - 4.5.20.1. 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.
 - 4.5.20.2. 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

ATTACHMENT A, SOUTH COUNTY YARD WASTE PROCESSING FACILITY MINIMUM REQUIREMENTS

or access concern around the materials, maximizes the amount of material stockpiled in a pile, and in general, in an organized manner.

- 4.5.21. 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 B, Site Plan, or as specified herein whichever is more stringent.
 - 4.5.21.1. 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.
 - 4.5.21.2. 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.
 - 4.5.21.3. 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.
- 4.5.22. The Contractor shall operate size reduction equipment in a safe manner to avoid personal injury and property damage where equipment operates in close proximity to employees or the public.
 - 4.5.22.1. The County reserves the right to stop operations on County property if safety rules are being violated.
 - 4.5.22.2. Any violations may be cause for liquidated damages to be assessed.
- 4.5.23. Fire Protection, Dust, and Odor control
 - 4.5.23.1. 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 time.
 - 4.5.23.2. The Contractor shall control airborne particles or odors to ensure that they do not travel beyond the limits of the facility.
 - 4.5.23.2.1. Additional water, provided by the Contractor, or other methods shall be utilized for fire protection and to prevent the migration of particles.
 - 4.5.23.2.2. 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.
 - 4.5.23.2.3. 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.
 - 4.5.23.3. 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.

ATTACHMENT A, SOUTH COUNTY YARD WASTE PROCESSING FACILITY MINIMUM REQUIREMENTS

- 4.5.23.4. 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.
- 4.5.24. A draft Operations and Maintenance Plan is to be submitted with the Bid package. The Contractor shall then provide an Operations and Maintenance Plan in accordance with the Operations and Maintenance Section of these Specifications.
- 4.5.24.1. 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.
- 4.5.25. 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.
- 4.5.26. The Contractor shall operate size reduction equipment to ensure 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.
- 4.5.27. The Contractor shall adhere to all FDEP, EPC, and/or Fire Marshall Regulations regarding the storage of all onsite materials, whether unprocessed or processed.
- 4.5.28. 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., excluding County holidays, to perform all the services pursuant to these Specifications.
- 4.5.28.1. Contractor's and subcontractor's trucks shall not get in line or block access to the scale houses prior to 7:00 a.m.
- 4.5.28.2. Contractors and subcontractors' trucks shall not arrive at the scale houses after 4:30 p.m. to avoid keeping the scale house open past 5:00 p.m.
- 4.5.29. 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.
- 4.5.30. The Contractor shall be responsible for all onsite grounds 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:
- 4.5.30.1. 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 C, Site Map.
- 4.5.30.2. 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.
- 4.5.31. 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.
- 4.5.32. Allocation of Mulch for Residential Pick-up.

ATTACHMENT A, SOUTH COUNTY YARD WASTE PROCESSING FACILITY MINIMUM REQUIREMENTS

- 4.5.32.1. 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 residential use.
- 4.5.32.2. 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.
- 4.5.32.3. The costs associated with the Residential Mulch services, will be fully accounted for in the Contractor's bid price.
- 4.5.33. 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.
 - 4.5.33.1. 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.
 - 4.5.33.2. 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.
 - 4.5.33.3. New aggregate material shall be placed to result in a minimum aggregate compacted depth of six inches (6") at the SCYWPF.
 - 4.5.33.4. The new aggregate base material shall be approved by the County prior to installation.
- 4.5.34. 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.
- 4.5.35. 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.
 - 4.5.35.1. The number and locations of the cores shall be determined by the County and shall be taken in the presence of County staff.
 - 4.5.35.2. 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.
 - 4.5.35.3. 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.

ATTACHMENT A, SOUTH COUNTY YARD WASTE PROCESSING FACILITY MINIMUM REQUIREMENTS

- 4.5.35.4. The cost of all coring testing, reporting, maintenance, replacement and repairs for this work shall be the sole responsibility of the Contractor.
- 4.5.36. 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.
 - 4.5.36.1. 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.
 - 4.5.36.2. The number and location of the cores shall be determined by the County and shall be taken in the presence of the County.
 - 4.5.36.3. 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.
 - 4.5.36.4. The replacement aggregate material shall be approved by the County prior to installation.
 - 4.5.36.5. The cost of all coring, maintenance, and repairs for this work shall be the sole responsibility of the Contractor.
- 4.5.37. The Contractor shall provide security for the Contractor's equipment as well as the facility.
- 4.5.38. 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.
- 4.5.39. 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.
 - 4.5.39.1. Municipal solid waste may be placed in the County provided container along with the bagged material and/or plastic bag debris.
 - 4.5.39.2. The Contractor shall be responsible for any hazardous waste received and arrange for its proper disposal.
- 4.5.40. 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.
- 4.6. Compost and Borrow Pit Program Requirements
 - 4.6.1. 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.

ATTACHMENT A, SOUTH COUNTY YARD WASTE PROCESSING FACILITY MINIMUM REQUIREMENTS

- 4.6.2. 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:
 - 4.6.2.1. 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.
 - 4.6.2.2. 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.
 - 4.6.2.3. 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.
 - 4.6.2.4. 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.
 - 4.6.2.5. No sorting, segregation, or separation of material composition shall be allowed after leaving their facility of origin, in this case SCYWPF.
 - 4.6.2.6. 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.
- 4.6.3. 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.
 - 4.6.3.1. 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.
 - 4.6.3.2. 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.
 - 4.6.3.3. 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.
 - 4.6.3.4. 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.
- 4.7. 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.

ATTACHMENT A, SOUTH COUNTY YARD WASTE PROCESSING FACILITY MINIMUM REQUIREMENTS

4.8. Contract Transition Periods

4.8.1. Transition plan for the beginning of the Contract Period

- 4.8.1.1. Contractor shall mobilize equipment, labor, and all other items needed to provide the contractual obligations of the Contract.
- 4.8.1.2. 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.
- 4.8.1.3. 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.
- 4.8.1.4. 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.
- 4.8.1.5. 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.
- 4.8.1.6. 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.
- 4.8.1.7. 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.
- 4.8.1.8. 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.
- 4.8.1.9. The amount of material for both processed and unprocessed material shall be based

ATTACHMENT A, SOUTH COUNTY YARD WASTE PROCESSING FACILITY MINIMUM REQUIREMENTS

upon County survey for material, conversion rate as approved by the County, tonnage records, scaled tonnages, or combination as approved by the County.

- 4.8.2. Transition plan for the end of the Contract Period
 - 4.8.2.1. Continue to provide all other contractual obligations of the Contract.
 - 4.8.2.2. 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.
 - 4.8.2.3. Two (2) weeks prior to the end of the Contract Period, the Contractor shall:
 - 4.8.2.3.1. 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.
 - 4.8.2.3.2. Continue to manage the unprocessed material stockpile(s) begin, and/or continue to, process manage the material stockpile(s) of processed materials.
 - 4.8.2.3.3. The two separated stockpiles of unprocessed materials will not be commingled during this period.
 - 4.8.2.3.4. The Contractor shall commence with transitioning to loading, transporting, and disposing of the processed materials until the last day of the contract.
 - 4.8.2.3.5. 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.
 - 4.8.2.4. 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.
 - 4.8.3. The County may bring in either an independent party, or County surveyors, to inventory the facility, and the quantity and type of material remaining.
- 4.9. Contingency hauling of municipal solid waste from the Transfer Stations to the Southeast County Landfill (SCLF) and the Resource Recovery Facility (RRF)
 - 4.9.1. 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.
 - 4.9.2. 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

ATTACHMENT A, SOUTH COUNTY YARD WASTE PROCESSING FACILITY MINIMUM REQUIREMENTS

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.

4.9.3. 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.

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

5. Site Plan for SCYWPF

5.1. 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.

5.2. 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.

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

6.1. 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.

6.1.1. 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.

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

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

7.1. 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.

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

7.1.2. 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 D, Yard and Wood Waste Service Monthly Reporting, along with the Contractor's monthly invoice by the 10th day of the following month documenting:

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

7.1.2.2. Total tons processed

7.1.2.3. Total tons of rejected material

ATTACHMENT A, SOUTH COUNTY YARD WASTE PROCESSING FACILITY MINIMUM REQUIREMENTS

- 7.1.2.4. Total tons of products loaded and transported including the final disposal site
- 7.1.2.5. Facility unprocessed inventory
- 7.1.2.6. Facility processed inventory
- 7.1.2.7. The County has the right to request additional reporting information at any time
- 7.1.3. 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.
- 7.2. Record Keeping and Weight of Materials
 - 7.2.1. 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.
 - 7.2.2. All material entering the SCLF for composting/borrow pit use shall be weighed using the landfill's truck scales.
 - 7.2.3. 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.
 - 7.2.4. 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.
 - 7.2.4.1. 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.
 - 7.2.4.2. Contractor shall provide magnetic door sign to display the company for which they are hauling.
- 8. Contractor Responsibilities
 - 8.1. 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.
 - 8.1.1. 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.
 - 8.1.2. 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.
 - 8.1.3. The Contractor shall be responsible for any fines resulting from any violations occurring at the SCYWPF.
 - 8.2. 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

ATTACHMENT A, SOUTH COUNTY YARD WASTE PROCESSING FACILITY MINIMUM REQUIREMENTS

any fines, as well as all related costs associated with the non-compliance of the permit, and termination of the Contract.

- 8.3. 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.
- 8.4. The Contractor shall be responsible for all other required, inspections, licensing, registrations or permits related to the performance of this Contract.
- 8.5. Any and all signage and traffic control devices must be approved by the County prior to being installed.

9. Contractor Personnel Requirements

- 9.1. 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.
 - 9.1.1. 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.
 - 9.1.2. The supervisor shall be a competent person who shall be fully authorized as the Contractor's agent.
 - 9.1.2.1. 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.
 - 9.1.3. 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.
 - 9.1.4. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable under this Contract.

10. Operations and Maintenance Plans

- 10.1. 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.
 - 10.1.1. 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.

ATTACHMENT A, SOUTH COUNTY YARD WASTE PROCESSING FACILITY MINIMUM REQUIREMENTS

- 10.1.2. The following is a list, including but not limited to, are items to be addressed within these plans:
 - 10.1.2.1. All staffing levels
 - 10.1.2.2. All equipment proposed for use and backup provisions, including, but not limited to:
 - 10.1.2.2.1. Design capacity
 - 10.1.2.2.2. Size
 - 10.1.2.2.3. Model
 - 10.1.2.2.4. Manufacturer
 - 10.1.2.2.5. Name place information
 - 10.1.2.2.6. Horsepower.
 - 10.1.2.3. Facility maintenance schedules
 - 10.1.2.4. Policies and procedures regarding receiving, processing, and stockpiling unprocessed and processed materials along with odor and dust control measures.
 - 10.1.2.5. Cycle time to receive, process, and remove material
 - 10.1.2.6. Handling and reporting of accidents and injuries
 - 10.1.2.7. Traffic and equipment operational control for safe operations.
 - 10.1.2.8. 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.
 - 10.1.2.9. Safe work measures for staff, personnel, and customers
 - 10.1.2.10. Safety control
 - 10.1.2.11. Dust and Odor control
 - 10.1.2.12. Management details of all material to meet project specifications or final disposal site requirements.
 - 10.1.2.13. Management of the Facility and material, prior, during, and after hurricane season.
 - 10.1.2.14. Equipment maintenance
 - 10.1.2.15. Fire response, fire control, fire safety and fire prevention
 - 10.1.2.16. All other related tasks and responsibilities
- 10.2. Emergency Response and Preparedness Plan
 - 10.2.1.1. 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.
 - 10.2.1.2. The Contractor shall be equipped and prepared to operate under emergency

ATTACHMENT A, SOUTH COUNTY YARD WASTE PROCESSING FACILITY MINIMUM REQUIREMENTS

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:

- 10.2.1.2.1. A list of emergency contacts, including telephone numbers that shall allow for contact 24 hours a day, 7 days per week. This list shall be updated annually.
- 10.2.1.2.2. Spill response procedures
- 10.2.1.2.3. Natural disaster preparedness and response including, back-up equipment, personnel, rental agreements, etc.
- 10.2.1.2.4. Facility and equipment security
- 10.2.2. 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.
- 10.2.3. 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.
- 10.2.4. 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.

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

- 11.1. No later than the first week in May, the Contractor shall have inventories reduced to no more than 80% of the maximum facility capacity (combined for both processed and unprocessed) at the SCYWPF as shown on the Site Plan or County approved capacity.
 - 11.1.1. 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).
- 11.2. 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.
 - 11.2.1. 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.

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

- 12.1. 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.
- 12.2. 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.

ATTACHMENT A, SOUTH COUNTY YARD WASTE PROCESSING FACILITY MINIMUM REQUIREMENTS

- 12.3. 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.
 - 12.3.1. 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.
 - 12.3.2. 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.
 - 12.3.3. 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.
 - 12.3.3.1. The separate stockpile location would be coordinated by the County with the Contractor managing the SCYWPF. 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.
 - 12.3.3.2. The Contractor may be responsible for receiving, processing, and hauling the bagged material during this period.
 - 12.3.4. All FEMA-related material or County directed special event materials shall be segregated into a separate pile from regular operational material.
- 12.4. Labor Rates and Equipment during Disaster-or County Directed special Related Events
 - 12.4.1. Labor rates shall be paid through the line items established within this Contract for these events.
 - 12.4.1.1. All labor shall require detailed backup including, but not limited to, employee timesheets, temporary labor invoices, and dates and times managers and supervisors work.
 - 12.4.1.2. 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.
 - 12.4.1.3. The County shall notify the Contractor when to perform services under these Events.
 - 12.4.1.4. There are no guarantees of time or quantities to be utilized under these Events.
- 12.5. All County approved itemized equipment types shall be paid in accordance with the FEMA Schedule of Equipment Rates published PRIOR to the event.
- 12.6. Record-Keeping during Disaster or County Directed Special Related Events
 - 12.6.1. 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.

ATTACHMENT A, SOUTH COUNTY YARD WASTE PROCESSING FACILITY MINIMUM REQUIREMENTS

- 12.6.2. 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 four weeks of providing these services shall be considered un-verifiable and not eligible for reimbursement.
- 12.6.3. 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.
- 12.6.4. 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.
- 12.6.5. 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).
- 12.6.6. 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.

13. County Responsibilities

- 13.1. The County shall be responsible for the following:
 - 13.1.1. Maintain all necessary local, state, and federal permits.
 - 13.1.2. Provide access to the SCYWPF.
 - 13.1.3. 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.
 - 13.1.4. 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.
 - 13.1.5. The County shall provide containers and hauling of rejected materials at the facility.
 - 13.1.5.1. The tipping fee(s) for any rejected material shall be deducted from the Contractor's monthly payment based on County's current established disposal rates.
 - 13.1.6. 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.
 - 13.1.7. Provide a contact number for direct customer assistance concerning facility locations, hours, product availability, and any additional information as requested.

ATTACHMENT A, SOUTH COUNTY YARD WASTE PROCESSING FACILITY MINIMUM REQUIREMENTS

- 13.1.8. 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).
 - 13.1.8.1. 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.
 - 13.1.8.2. Citizens shall be required to load their own Mulch into their vehicle/container.
 - 13.1.8.3. No tools or loading assistance shall be provided by the Contractor or the County.
- 13.1.9. 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 to market material for delivery to an alternate site; however, this timeline may be extended by the County.
- 13.1.10. Management of processed material being unloaded in the Borrow pit.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

375-030-33
PROCUREMENT
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Gaston Tree Debris Recycling, LLC

By: Bill Gaston Date: 9/23/21

Authorized Signature: 

Title: Owner/CEO

DRUG-FREE WORKPLACE FORM

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

Gaston Tree Debris Recycling, LLC does:
(Name of Business)

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

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



Offeror's Signature

9/23/21
Date



4190 NW 93rd Ave
Gainesville, FL 32653
(352) 415-3300
www.gastontdr.com

Gaston Tree Debris Recycling, LLC does not anticipate using subcontractors for the RFQ 22181,1.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2021

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

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

PRODUCER Hub International Florida 2811 NW 41st Street Gainesville, FL 32606	CONTACT NAME: PHONE (A/C, No, Ext): (352) 377-2002		FAX (A/C, No): (352) 376-8393
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Gaston Tree Debris Recycling, LLC 4190 NW 93rd Ave Gainesville, FL 32653	INSURER A : Westfield Insurance Company		24112
	INSURER B : Great American Insurance Company		16691
	INSURER C : Accident Fund Insurance Company of America		10166
	INSURER D : Markel American Insurance Company		28932
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		CMM1559819	6/1/2021	6/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GENERAL AGGREGATE	\$ 2,000,000						
	PRODUCTS - COMP/OP AGG	\$ 2,000,000						
		\$						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		CMM1559819	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TUU196733204	6/1/2021	6/1/2022	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WCS7000263	3/9/2021	3/9/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Inland Marine			MKLM2IM0000161	6/1/2021	6/1/2022	Equip Rented/Leased	10,480,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Hillsborough County, a political subdivision of the state of Florida has been named as additional insured with respect to General Liability and Automobile Liability as required by written contract. Contractual Liability coverage is included on the General Liability and Automobile Liability policies. The General Liability policy includes a Separation of Insureds (severability of interests) provision.

CERTIFICATE HOLDER

CANCELLATION

Hillsborough County Board of County Commissioners
Risk Management Division
601 E. Kennedy Blvd
Tampa, FL 33602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

INSTRUMENT #: 2021608257
11/29/2021 at 02:06:13 PM
Deputy Clerk: PSALMOND
Cindy Stuart, Clerk of the Circuit
Court Hillsborough County

BOND NO. 107516965

PERFORMANCE BOND

Contractor Name **Gaston Tree Debris Recycling, LLC**

Contractor Principal Business Address **4190 NW 93rd Ave.**

Gainesville, FL

32653

Contractor Telephone No. **(352-258-8417)**

Surety Name **Travelers Casualty and Surety Company of America**

Surety Principal Business Address **One Tower Square**

Hartford, CT

06183

Surety Telephone No **(813-498-1183)**

Owner of Property Being Improved: _____

Hillsborough County Board of County Commissioners

Attn: Procurement Services Department

P.O. Box 1110

Tampa, FL 33601

Telephone No. **(813) 272 - 5790**

Contracting Public Entity (if different from Owner) **(N/A)**

Contract Number Assigned by Public Entity (BOCC No.) **A-35**

(Bid No.) **22181,1**

Description of Project (including if applicable, a legal description and the street address of the property being improved and a general description of the improvement):

[] See Attachment ("Legal Description")

Yard and Wood Waster Processing Services

PERFORMANCE BOND

I. KNOW ALL PERSONS BY THESE PRESENTS: That Gaston Tree Debris Recycling, LLC,
as Principal, and Travelers Casualty and Surety Company of America, as Surety,
located at One Tower Square, Hartford, CT 06183
(Business Address)

are held and firmly bound unto the Board of County Commissioners, Hillsborough County, Florida, as Obligee in the sum of \$ 1,737,277.60 for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

II. WHEREAS, Principal has entered into a contract dated the 3rd day of November, 2021, with Obligee for South County Yard and Wood Waste Processing Services, Bid No. 22181,1, BOCC No. A-35 in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

III. THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract at the times and in the manner prescribed in the contract, and
2. Pays Obligee any and all losses, damages, including delay damages, costs and attorneys fees that Obligee sustains because of any default by Principal under the contract, and
3. Performs the guarantee of all work and materials furnished under the contract applicable to the work and materials, then this bond is void; otherwise it remains in full force.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Contract or to work or to the specifications.

In no event shall the Surety be liable in the aggregate to Obligee for more than the penalty of its Performance Bond regardless of the number of suits that may be filed by Obligee.

THIS BOND DATED THIS 29th day of November, 2021 (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

ATTEST:

James N. Congelio
Witness **James N. Congelio**
Brad Jaeger
Witness **Brad Jaeger**

PRINCIPAL: **Gaston Tree Debris Recycling, LLC**

BY: William G. Gaston III (SEAL)
Authorized Signature (Principal)

William G. Gaston III
Printed Name

Authorized Member
Title of Person Signing Above

-OR-

Witness

BY: _____ (SEAL)
As Attorney in Fact (Attach Power)

Witness

Printed Name

Business Address

() _____
Business Telephone

STATE OF Florida)

COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me by means of physical presence or online

notarization this 29th day of November, 2021, by William G. Gaston III as
(Name of person)

Authorized Member for Gaston Tree Debris Recycling, LLC
(ie. Officer, attorney in fact) (Name of party on behalf of whom instrument was executed.)



Melissa Beckworth
(Signature of Notary Public)

Melissa Beckworth
(Print, Type, or Stamp Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced N / A

ATTEST:

SURETY: Travelers Casualty and Surety Company of America

(Printed Name)

One Tower Square

Business Address

Hartford, CT 06183

Witness

BY: _____ (SEAL)

Authorized Signature

Witness

Printed Name

OR-

BY: _____ (SEAL)

As Attorney in Fact (Attach Power)

Melissa Beckworth
Witness **Melissa Beckworth, Account Manager**

James C. Congelio, Attorney-In-fact

Printed Name

Nicole Smith
Witness **Nicole Smith**

A052793

Agent's License No.

COUNTERSIGNED (if applicable):

Sterling Seacrest Pritchard

Agency Name

James C. Congelio
Signed **James C. Congelio, Florida Resident Agent**

3111 W Dr. MLK Jr Blvd., Suite 350

Agency Mailing Address

A052793 (904) 708-2686

Agent's License No. Phone

(813) 498-1183

Agency Telephone No.

(813) 464-7807

Agency Fax No.

STATE OF Florida)

COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 29th day of November, 20 21, by James C. Congelio as (Name of person)

Attorney-In-Fact

(i.e. Officer, attorney in fact)

for

Travelers Casualty and Surety Company of America

(Name of party on behalf of whom instrument was executed.)

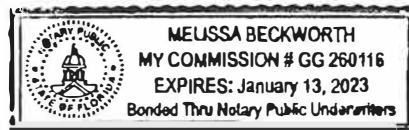
Melissa Beckworth
(Signature of Notary Public)

Melissa Beckworth

(Print, Type, or Stamp Name of Notary)

Personally Known OR Produced Identification Public)

Type of Identification Produced N/A





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JAMES C CONGELIO** of **TAMPA**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **29th** day of **November**, 2021.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



Agenda Item Cover Sheet

Agenda Item N^o A-36

Meeting Date 10/6/2022

Consent Section

Regular Section

Public Hearing

Subject: Approve the First Modification to the Agreement with Gaston Tree Debris Recycling, LLC for South County Yard and Wood Waste Processing Services (22181,1) for the Solid Waste Management Department.			
Department Name: Solid Waste			
Contact Person: Kimberly A. Byer / <i>Michelle Smith</i>		Contact Phone: 813-612-7718	
Sign-Off Approvals:			
George Cassady	9/21/2022	Kimberly Byer	9/19/2022
Assistant County Administrator	Date	Department Director	Date
Kevin Brickey	9/19/2022	Hank Ennis	9/19/2022
Management and Budget – Approved as to Financial Impact Accuracy	Date	County Attorney – Approved as to Legal Sufficiency	Date
Tom Fesler	9/22/2022		
Deputy or Chief County Administrator	Date		

Staff's Recommended Board Motion:
 Approve the First Modification to the Agreement with Gaston Tree Debris Recycling, LLC for South County Yard and Wood Waste Processing Services (22181,1). This First Modification changes the reporting and invoicing frequency from monthly to bi-monthly in order to provide a more constant reporting and a more frequent invoice processing for the contractor's services. In this case, as in the original award, there are no Certified Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) firms and no Registered Small Business Enterprise (SBE) firms for the specified services; therefore, no participation goal or set-aside was established for this procurement. There is no cost to the County associated with this item.

Financial Impact Statement:
 There is no cost to the County associated with this item.

Background:
 The Agreement with Gaston Tree Debris Recycling, LLC (22181,1) was awarded by the Board of County Commissioners on November 3, 2021, for ongoing and as needed processing of yard and wood waste material at the South County Yard Waste Processing Facility.

This First Modification changes the reporting and invoicing frequency from monthly to bi-monthly in order to provide a more constant reporting and a more frequent invoice processing for the contractor's services. In this case, as in the original award, there are no Certified Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) firms and no Registered Small Business Enterprise (SBE) firms for the specified services; therefore, no participation goal or set-aside was established for this procurement. There is no cost to the County associated with this item.

List Attachments: First Modification Agreement

22-1007 (1orig) electronic 10/5

**FIRST MODIFICATION TO AGREEMENT WITH
GASTON TREE DEBRIS RECYCLING, LLC
FOR SOUTH COUNTY YARD AND WOOD
WASTE PROCESSING SERVICES**

THIS FIRST MODIFICATION AGREEMENT (“First Modification”), dated this 6th day of October, 2022, is entered into by and between **HILLSBOROUGH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as “**COUNTY**”; and **GASTON TREE DEBRIS RECYCLING, LLC**, a Florida Limited Liability Company, hereinafter referred to as “**CONTRACTOR**.”

WITNESSETH

WHEREAS, on November 3, 2021, the COUNTY awarded a contract to the CONTRACTOR for South County Yard Waste Processing Services (22181,1) in the amount of \$6,949,110.40; and

WHEREAS, the initial term of the Agreement was to be effective from January 1, 2022, and ending February 28, 2026; and

WHEREAS, both parties agree to change the reporting and invoicing frequency from monthly to bi-monthly.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, additional to those heretofore made, the Agreement is hereby modified as follows:

1. Delete in its entirety Attachment A Yard and Wood Waste Processing Services Minimum Requirements, Section 4.6.3.4 and replace with the following:

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 bi-monthly invoice.

2. Delete in its entirety Attachment A Yard and Wood Waste Processing Services Minimum Requirements, Section 7.1.2 and replace with the following:

The Contractor shall compile a bi-monthly and annual report to be submitted to the County based on the daily truck scale house records. The Contractor shall provide a bi-monthly report, See Attachment D, Yard and Wood Waste Service Monthly Reporting, along with the Contractor’s bi-monthly invoice. The first billing of the month shall include the tonnages from the 1st through the 15th. The second billing of the month shall include the tonnages from the 16th through the last day of the month.

3. The above revision shall become effective upon BOCC approval.
4. All other terms and conditions of the Agreement which do not conflict with this First Modification are hereby reaffirmed in their entirety. In the event of a conflict between the terms of this First Modification and the Agreement, the terms of this First Modification shall control.
5. The parties agree that this First Modification and all documents associated with the transaction contemplated herein may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

All other terms and conditions of the Agreement, except as amended hereby, shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have caused this FIRST MODIFICATION to be executed below by the parties hereto or their duly authorized representatives.



ATTEST: Cindy Stuart
Clerk of the Circuit Court

COUNTY: Hillsborough County, Florida

BY: *Micaela K. Ditt*
Deputy Clerk

BY: *Kimberly Beyer*
Chair,
Board of County Commissioners

DATE: October 6, 2022

ATTEST: *Melissa Ann Lamb*

CONTRACTOR: Gaston Tree Debris Recycling, LLC

1st witness to signature
Melissa Ann Lamb
Printed name of 1st witness

By: *William G. Gaston*
Authorized signature
William G. Gaston
(Printed name of signer)

2nd witness to signature

Printed name of 2nd witness

OWNER / PRESIDENT
(Printed title of signer)

(Business address of Contractor)

(Phone number of signer)

Date

BOCC Staff	Approval	Date
Dept. Fiscal	<i>Tara Dean</i>	8/30/2022
Dept. Director	<i>Kimberly Beyer</i> Kimberly Beyer	08/30/2022
Procurement Services	<i>Jan V. [Signature]</i>	9/19/2022
County Attorney: Approved as to Form and Legal Sufficiency	<i>[Signature]</i>	9/1/22

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY FLORIDA
DOCUMENT NO.

(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

STATE OF Florida)

COUNTY OF Alachua)

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 2nd day of September, 2022, by William Gaston
as Officer for Gaston Tree Debris Recycling, LLC
(i.e., Officer, attorney in fact) (Name of party on behalf of whom instrument was executed.)

Melissa Ann Lamb



(Signature of Notary Public)
MELISSA ANN LAMB
Commission # HH 168179
Expires August 23, 2025
Bonded Through Budget Notary Services

(Print, Type, or Stamp Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced _____

(ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization this _____ day of _____, 20____, by _____
(Name of person acknowledging)

(Signature of Notary Public)

(Print, Type, or Stamp Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced _____

8/1/2022 See attached backup data
 8/1/2021 See attached backup data

CPI2 283.86 284.717
 CPI1 259.97 263.514

1 South County Yard Waste Processing Facility (SCYWPF)

		Current Price	New Price based on the above	Procurement's Calc. At 6% Max
Show	1.1SCYWPF disposal to SCLF Borrow Pit or Compost Site - Managing, Receiving, Processing (grinding), loading, and transporting	S 32.90	\$ 35.17 Ton (s)	\$ 34.87
Show	1.2SCYWPF disposal to Contractor's Disposal Site - Managing, Receiving, Processing (grinding), loading, and transporting	S 40.90	\$ 43.72 Ton (s)	\$ 43.35
Show	1.3SCYWPF Managing, Receiving, Processing (grinding), loading, NO HAULING. (County provides hauling)	S 24.90	\$ 26.62 Ton (s)	\$ 26.39
Show	1.4SCYWPF - Charge for re-tooling/changing screens as requested and to meet the County's requirements for composting	S 1.30	\$ 1.39 Ton (s)	\$ 1.38
Show	1.5(Beginning of Contract Transition) SCYWPF Processing (grinding) of yard waste material already on site	S 12.00	\$ 12.83 Each	\$ 12.72
Show	1.6(Beginning of Contract Transition) SCYWPF Hauling of processed yard waste material already on site for disposal at the SCLF Borrow Pit	S 8.00	\$ 8.55 Ton (s)	\$ 8.48
Show	1.7(End of Contract Transition) SCYWPF Site Managing, Receiving and Processing (grinding) of inbound yard waste material (No hauling)	S 24.90	\$ 26.62 Ton (s)	\$ 26.39
Show	1.8SCYWPF Emergency Disaster Event Labor Rates - Yard Waste Contract Manager	S 75.00	\$ 80.17 Ton (s)	\$ 79.50
Show	1.9SCYWPF Emergency Disaster Labor Rates - Administrative Assistant	S 45.50	\$ 48.64 Hour (s)	\$ 48.23
Show	1.10SCYWPF Emergency Disaster Labor Rates - Accountant	S 71.50	\$ 76.43 Hour (s)	\$ 75.79
Show	1.11SCYWPF Emergency Disaster Labor Rates - Facilities Manager	S 58.50	\$ 62.53 Hour (s)	\$ 62.01
Show	1.12SCYWPF Emergency Disaster Labor Rates - Facilities Safety Officer	S 52.00	\$ 55.58 Hour (s)	\$ 55.12
Show	1.13SCYWPF Emergency Disaster Labor Rates - Site Supervisor	S 52.00	\$ 55.58 Hour (s)	\$ 55.12
Show	1.14SCYWPF Emergency Disaster Labor Rates - Spotter	S 36.40	\$ 38.91 Hour (s)	\$ 38.58
Show	1.15SCYWPF Emergency Disaster Labor Rates - Equipment Operator	S 45.50	\$ 48.64 Hour (s)	\$ 48.23
Show	1.16SCYWPF Emergency Disaster Labor Rates - Temporary Laborer	S 36.40	\$ 38.91 Hour (s)	\$ 38.58
Show	1.17SCYWPF Emergency Disaster Labor Rates - Maintenance/Refueling Operator	S 58.50	\$ 62.53 Hour (s)	\$ 62.01

CPI County Calculation
BPA 222204469 - South County Yard and Wood Waste Processing Services
GASTON TREE DEBRIS RECYCLING LLC

(0.75x(CPI1-CPI2)/CPI1+1)x Current Fee

CPI1 **283.859** **Aug-22**
CPI2 **294.901** **Aug-23**

90 days prior to Annual Annv Date 10/03/23
 Received Request Date 09/14/23
 Anniversary Date 01/01/24
 CPI 2 150 Days Prior 08/04/23
 CPI 1 12 months prior to CPI 2 08/04/22
 Increase Price Effective Date 01/01/24

$$\boxed{0.75} \times \frac{\boxed{283.859} - \boxed{294.901}}{\boxed{283.859}} + \boxed{1} = \boxed{1.0292}$$

CPI Increase **2.92%**
 Contract maxed at **6%**

LINE ITEMS

	Current Price	Increase by	New Increased Price
L.1SCYWPF disposal to SCLF Borrow Pit or	34.87	\$ 1.018	\$ 35.888
L.2SCYWPF disposal to Contractor's Dispos	43.35	\$ 1.266	\$ 44.616
L.3SCYWPF Managing, Receiving, Processi	26.39	\$ 0.771	\$ 27.161
L.4SCYWPF - Charge for re-tooling/changin	1.38	\$ 0.040	\$ 1.420
L.5(Begmning of Contract Transition) SCYV	12.72	\$ 0.371	\$ 13.091
L.6(Beginning of Contract Transition) SCYV	8.48	\$ 0.248	\$ 8.728
L.7(End of Contract Transition) SCYWPF Si	26.39	\$ 0.771	\$ 27.161
L.8SCYWPF Emergency Disaster Evtnt Lab	79.5	\$ 2.321	\$ 81.821
L.9SCYWPF Emergency Disaster Labor Rat	48.23	\$ 1.408	\$ 49.638
L.10SCYWPF Emergency Disaster Labor R	75.79	\$ 2.213	\$ 78.003
L.11SCYWPF Emergency Disaster Labor R	62.01	\$ 1.811	\$ 63.821
L.12SCYWPF Emergency Disaster Labor R	55.12	\$ 1.610	\$ 56.730
L.13SCYWPF Emergency Disaster Labor R	55.12	\$ 1.610	\$ 56.730
L.14SCYWPF Emergency Disaster Labor R	38.58	\$ 1.127	\$ 39.707
L.15SCYWPF Emergency Disaster Labor R	48.23	\$ 1.408	\$ 49.638
L.16SCYWPF Emergency Disaster Labor R	38.58	\$ 1.127	\$ 39.707
L.17SCYWPF Emergency Disaster Labor R	62.01	\$ 1.811	\$ 63.821

Series Id: CWUR0300SA0
 Not Seasonally Adjusted
Series Title: All items in South urban, urban wage earners and clerical workers, not seasonally adjusted
Area: South
Item: All items
Base Period: 1982-84=100

Download: [CSV](#) [XLSX](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013	221.849	224.019	224.862	224.266	224.352	225.338	225.438	226.119	225.981	225.294	224.588	224.895	224.783	224.114	225.453
2014	225.459	226.443	227.975	229.519	229.801	230.476	230.195	229.594	229.666	228.724	226.958	225.251	228.347	228.296	228.398
2015	223.133	224.390	225.936	226.618	227.706	229.008	228.716	228.011	227.348	227.164	226.621	225.578	226.686	226.132	227.240
2016	225.274	225.239	226.818	227.955	228.943	229.955	229.281	229.479	230.078	230.238	229.753	230.016	228.585	227.364	229.886
2017	231.413	231.825	231.920	232.552	232.494	233.064	232.658	233.691	235.707	234.886	234.667	234.361	233.270	232.211	234.328
2018	235.649	236.975	237.318	238.380	239.291	239.844	239.787	239.743	239.707	240.241	239.179	237.492	238.634	237.910	239.358
2019	237.815	239.130	241.036	242.558	242.359	242.032	242.873	242.437	242.339	242.824	242.614	242.619	241.720	240.822	242.618
2020	243.338	243.593	243.277	241.139	240.565	242.401	244.035	245.024	245.609	245.847	245.421	245.886	243.845	242.386	245.304
2021	247.339	248.802	251.842	252.967	255.237	257.847	259.259	259.972	260.839	263.514	264.924	265.732	257.290	252.206	262.373
2022	264.146	271.367	275.672	276.743	280.365	285.104	284.904	283.859	283.777	284.717	284.698	283.431	280.232	276.233	284.231
2023	285.907	287.708	288.746	290.926	291.229	292.119	292.783	294.901						289.439	

2.10. Price Escalation/De-Escalation (CPI)

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

- a) New Fee = [.75 X (CPI2 – CPI1) ÷ CPI1 + 1] X Current Fee
- b) "CPI": The Consumer Price Index for the Urban Wage Earners and Clerical Workers, South Region - All Items, Not Seasonally Adjusted, published by the United States Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/>).
- c) "CPI1": The published CPI for the month ending twelve (12) months prior to CPI2.
- d) "CPI2": The published CPI for the month ending one-hundred fifty (150) Days prior to the annual anniversary date of the Contract being adjusted.
- e) As of the annual anniversary date of this Contract, the County may decrease the Contract in accordance with the above Escalation/De-Escalation clause formula. The County shall notify the Contractor in writing of any such de-escalation. In no event shall either the escalation or the de-escalation exceed six percent (6%) in any year.

CPI County Calculation
BPA 222204469 - South County Yard and Wood Waste Processing Services
GASTON TREE DEBRIS RECYCLING LLC

(0.75x(CPI2-CPI1)/CPI1+1)x Current Fee

CPI1	301.551	Aug-23
CPI2	308.640	Aug-24
90 days prior to Annual Annv Date	10/03/24	
Received Request Date	09/18/24	
Anniver sary Date	01/01/25	
CPI 2 150 Days Prior	08/04/24	
CPI 1 12 months prior to CPI 2	08/05/23	
Increase Price Effective Date	01/01/25	

$$\boxed{0.75} \times \frac{\boxed{308.640} - \boxed{301.551}}{\boxed{301.551}} + 1 = \boxed{1.0176}$$

CPI Increase 1.76%
 Contract maxed at 6%

LINE ITEMS

	Current Price	Increase by 1.76%	New Increased Price
1.SCYWPF disposal to SCLF Borrow Pit or Compost Site - Managing, Receiving, Processing (grinding), loading, and transporting	\$ 35.89	\$ 0.632	\$ 36.522
1.2.SCYWPF disposal to Contractor's Disposal Site - Managing, Receiving, Processing (grinding), loading, and transporting	\$ 44.62	\$ 0.785	\$ 45.405
1.3.SCYWPF Managing, Receiving, Processing (grinding), loading, NO HAULING (County provides hauling)	\$ 27.16	\$ 0.478	\$ 27.638
1.4.SCYWPF - Charge for re-tooling/changing screens as requested and to meet the County's requirements for composting	\$ 1.42	\$ 0.025	\$ 1.445
1.5(Beginning of Contract Transition)SCYWPF Processing (grinding) of yard waste material already on site	\$ 13.09	\$ 0.230	\$ 13.320
1.6(Beginning of Contract Transition)SCYWPF Hauling of processed yard waste material already on site for disposal at the SCLF Borrow Pit	\$ 8.73	\$ 0.154	\$ 8.884
1.7(End of Contract Transition)SCYWPF Site Managing, Receiving and Processing (grinding) of inbound yard waste material (No hauling)	\$ 27.16	\$ 0.478	\$ 27.638
1.8.SCYWPF Emergency Disaster Event Labor Rates - Yard Waste Contract Manager	\$ 81.82	\$ 1.440	\$ 83.260
1.9.SCYWPF Emergency Disaster Labor Rates - Administrative Assistant	\$ 49.64	\$ 0.874	\$ 50.514
1.10.SCYWPF Emergency Disaster Labor Rates - Accountant	\$ 78.00	\$ 1.373	\$ 79.373
1.11.SCYWPF Emergency Disaster Labor Rates - Facilities Manager	\$ 63.82	\$ 1.123	\$ 64.943
1.12.SCYWPF Emergency Disaster Labor Rates - Facilities Safety Officer	\$ 56.73	\$ 0.998	\$ 57.728
1.13.SCYWPF Emergency Disaster Labor Rates - Site Supervisor	\$ 56.73	\$ 0.998	\$ 57.728
1.14.SCYWPF Emergency Disaster Labor Rates - Spotter	\$ 39.71	\$ 0.699	\$ 40.409
1.15.SCYWPF Emergency Disaster Labor Rates - Equipment Operator	\$ 49.64	\$ 0.874	\$ 50.514
1.16.SCYWPF Emergency Disaster Labor Rates - Temporary Laborer	\$ 39.71	\$ 0.699	\$ 40.409
1.17.SCYWPF Emergency Disaster Labor Rates - Maintenance/Refueling Operator	\$ 63.82	\$ 1.123	\$ 64.943

Data extracted on: September 19, 2024 (10:29:43 AM)

Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W)

Series Id: CWUR0005A0
Not Seasonally Adjusted
Series Title: All items in U.S. city average, urban wage earners and clerical workers, not seasonally adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download: xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2014	230.040	230.871	232.560	233.443	234.216	234.702	234.525	234.030	234.170	233.229	231.551	229.909	232.639	232.902
2015	228.294	229.421	231.055	231.520	232.908	233.804	233.806	233.366	232.661	232.373	231.721	230.791	231.167	232.453
2016	231.061	230.972	232.209	233.438	234.436	235.289	234.771	234.904	235.495	235.732	235.215	235.390	232.901	235.251
2017	236.854	237.477	237.656	238.432	238.609	238.813	238.617	239.448	240.939	240.573	240.666	240.526	237.974	240.128
2018	241.919	242.988	243.463	244.607	245.770	246.196	246.155	246.336	246.565	247.038	245.933	244.786	244.157	246.136
2019	245.133	246.218	247.768	249.332	249.871	249.747	250.236	250.112	250.251	250.894	250.644	250.452	248.012	250.432
2020	251.361	251.935	251.375	249.515	249.521	251.054	252.636	253.597	254.004	254.076	253.826	254.081	250.794	253.703
2021	255.296	256.843	258.935	261.237	263.612	266.412	267.789	268.387	269.086	271.552	273.042	273.925	260.389	270.630
2022	276.296	278.943	283.176	284.575	288.022	292.542	292.219	291.629	291.854	293.003	292.495	291.051	283.926	292.042
2023	293.565	295.057	296.021	297.730	298.382	299.394	299.899	301.551	302.257	302.071	301.224	300.728	296.692	301.288
2024	307.701	304.284	306.502	307.811	308.163	308.054	308.501	308.640					306.169	

2.10. Price Escalation/De-Escalation (CPI)

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

- a) New Fee = [.75 X (CPI2 – CPI1) + CPI1 + 1] X Current Fee
- b) "CPI": The Consumer Price Index for the Urban Wage Earners and Clerical Workers, South Region - All Items, Not Seasonally Adjusted, published by the United States Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/>).
- c) "CPI1": The published CPI for the month ending twelve (12) months prior to CPI2.
- d) "CPI2": The published CPI for the month ending one-hundred fifty (150) Days prior to the annual anniversary date of the Contract being adjusted.
- e) As of the annual anniversary date of this Contract, the County may decrease the Contract in accordance with the above Escalation/De-Escalation clause formula. The County shall notify the Contractor in writing of any such de-escalation. In no event shall either the escalation or the de-escalation exceed six percent (6%) in any year.