



Agenda Item Cover Sheet

Agenda Item N^o: A-39

Meeting Date 4/2/2025

Consent Section

Regular Section

Public Hearing

Subject: Award three (3) year contracts to the overall lowest, responsive, and responsible bidders for ongoing and as-needed laboratory analytical services (ITB-25-00079) for the Environmental Management Division at a total cost of \$951,012.15.

Department Name: Procurement Services

Contact Person: Scott Stromer **Contact Phone:** 301-7095

Sign-Off Approvals:

Kevin Brickey 3/21/2025
Assistant County Administrator Date

Scott Stromer 3/20/2025
Department Director Date

Kevin Brickey 3/21/2025
Management and Budget – Date
Approved as to Financial Impact Accuracy

Sacha Brown-Taylor 3/20/2025
County Attorney – Date
Approved as to Legal Sufficiency

N/A N/A
Deputy or Chief County Administrator Date

Staff's Recommended Board Motion:

Award three (3) year contracts to the overall lowest, responsive, and responsible bidders for ongoing and as-needed laboratory analytical services (ITB-25-00079) for the Environmental Management Division at a total cost of \$951,012.15. Specifically, awards are recommended to both Advanced Environmental Laboratories, Inc. (Advanced) and Eurofins Environment Testing Southeast, LLC (Eurofins) at an aggregate cost of \$951,012.15. Given the critical nature of the services and the requesting division's need for flexibility to meet regulatory requirements in a timely manner, a dual award will allow the requesting division the discretion to secure the subject services based on price, availability, and/or turnaround time. In this case, there was limited availability of Certified Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) and Registered Small Business Enterprise (SBE) firms for the specified services; therefore, no DM/DWBE participation goal or SBE set-aside was established for this procurement. Although no DM/DWBE participation goal or SBE set-aside was established, the opportunity to submit a bid as a prime vendor was available to all DM/DWBE/SBE firms in this work category. Funding for this procurement is available in the requesting division'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 division's approved budget and purchase orders will only be issued against approved budgets.

Background:

The recommended award amount is approximately 40.3% (\$273,191.53) higher than the requesting division's estimate. The requesting division's estimate was based on historical usage and previous contract pricing. The higher than anticipated pricing is likely due to normal market conditions. Competition and transparency were achieved using competitive sealed bidding for this procurement and ultimately the requesting division determined the prices to be fair and reasonable based on the similarity of pricing between the two (2) bidders and after considering the current market conditions. The resulting contracts will be made available to the Hillsborough County Governmental Purchasing Council.

DELEGATIONS TO DIRECTOR OF PROCUREMENT:

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

[N] Unilateral Extensions

[N] Unilateral Renewals

[N] Additional Purchase Option(s)

List Attachments: Notice of Intent to Award, Division's Recommendation to Award, Contract Summaries

**Notice of Intent to Award - Invitation to Bid No. ITB-25-00079:
Laboratory Analytical Services**

Date Posted: February 28, 2025

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://hclfigov.net/library/hillsborough/media-center/documents/Procurement%20Services/Procurement%20Manual/AppendixCC				Advanced Environmental Laboratories, Inc.		Eurofins Environment Testing Southeast, LLC	
				Total Bid	\$901,012.15	\$969,981.50	
				Selected	115	115	
				Allowances	\$50,000.00		
				Total Aggregate Award	\$951,012.15		
Notes				Primary Vendor		Secondary Vendor	
						Note: Vendor confirmed that Lines #0-20, #0-49, #0-53, and #0-102 were offered to the County at no cost.	
#	Items	Unit of Measure	Estimated Quantities	Unit Price	Total Cost	Unit Price	Total Cost
#0-1	200.7 Metals by ICP (Common metals such as Al, Sb, As, Ba, Be, Cd, Ca, Cr, Co, Cu, Fe, Pb, Mg, Mn, Mo, Ni, K, Se, Ag, Na, Sr, Tl, Zn)	Each	2000	\$5.50	\$11,000.00	\$5.00	\$10,000.00
#0-2	200.8 - Metals by ICP-MS (Common metals such as Al, Sb, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Mn, Mo, Ni, Se, Ag, Sr, Tl, Zn)	Each	4200	\$5.50	\$23,100.00	\$5.00	\$21,000.00
#0-3	1631 E - Mercury, Low Level	Each	375	\$45.00	\$16,875.00	\$49.00	\$18,375.00
#0-4	245.1\SM3112B - Mercury	Each	145	\$15.00	\$2,175.00	\$15.00	\$2,175.00
#0-5	504.1 - EDB/DBCP	Each	86	\$35.00	\$3,010.00	\$34.00	\$2,924.00
#0-6	508 - Pesticides	Each	55	\$75.00	\$4,125.00	\$75.00	\$4,125.00
#0-7	515 - Herbicides	Each	40	\$75.00	\$3,000.00	\$85.00	\$3,400.00
#0-8	615 - Herbicides	Each	20	\$75.00	\$1,500.00	\$95.00	\$1,900.00
#0-9	524.2 - Volatiles	Each	550	\$40.00	\$22,000.00	\$47.50	\$26,125.00
#0-10	525.2 - Semi Volatiles	Each	60	\$90.00	\$5,400.00	\$90.00	\$5,400.00
#0-11	531.1 - Carbamates	Each	55	\$50.00	\$2,750.00	\$60.00	\$3,300.00
#0-12	547 - Glyphosate	Each	55	\$45.00	\$2,475.00	\$50.00	\$2,750.00
#0-13	548 - Endothall	Each	55	\$55.00	\$3,025.00	\$50.00	\$2,750.00
#0-14	549.2 - Diquat/Paraquat	Each	55	\$55.00	\$3,025.00	\$60.00	\$3,300.00
#0-15	552 - Haloacetic Acids	Each	525	\$60.00	\$31,500.00	\$55.00	\$28,875.00
#0-16	608 - Organochlorine Pesticides/PCBs	Each	231	\$75.00	\$17,325.00	\$75.00	\$17,325.00
#0-17	608.3 Low Level Heptachlor	Each	55	\$75.00	\$4,125.00	\$70.00	\$3,850.00
#0-18	624 - Organics, includes TTHMs	Each	455	\$40.00	\$18,200.00	\$48.00	\$21,840.00
#0-19	625 - BNAs	Each	250	\$90.00	\$22,500.00	\$70.00	\$17,500.00
#0-20	625 (Extraction Only)	Each	15	\$0.01	\$0.15	\$0.00	\$0.00
#0-21	1613 - Dioxin	Each	25	\$240.00	\$6,000.00	\$300.00	\$7,500.00
#0-22	420.1\420.2 - Phenols	Each	250	\$25.00	\$6,250.00	\$20.00	\$5,000.00
#0-23	6630 C / ASTM D3086-90. Methoxychlor	Each	20	\$250.00	\$5,000.00	\$105.00	\$2,100.00
#0-24	300.0 - Anions by IC (Common anions such as F, Cl, Br, NO2, NO3, PO4, SO4)	Each	228	\$8.00	\$1,824.00	\$7.00	\$1,596.00
#0-25	300.1 - Anions by IC (Common anions such as BrO3, Br, ClO3, ClO2)	Each	165	\$12.00	\$1,980.00	\$12.50	\$2,062.50
#0-26	2540 B / 200.7 - Calcium Hardness (as CaCO3)	Each	164	\$7.00	\$1,148.00	\$10.00	\$1,640.00
#0-27	2120 B - Color Apparent	Each	50	\$8.00	\$400.00	\$8.00	\$400.00
#0-28	2510 B - Conductivity (Specific conductance)	Each	132	\$8.00	\$1,056.00	\$6.00	\$792.00
#0-29	5540 C - Foaming Agents (MBAs)	Each	90	\$35.00	\$3,150.00	\$35.00	\$3,150.00
#0-30	2150 B - Odor	Each	15	\$12.00	\$180.00	\$12.00	\$180.00
#0-31	4500-H+ - pH	Each	30	\$5.00	\$150.00	\$5.00	\$150.00
#0-32	4500-S2F - Sulfide	Each	80	\$12.00	\$960.00	\$15.00	\$1,200.00
#0-33	Dissolved Sulfide SM4500-S2D	Each	150	\$12.00	\$1,800.00	\$15.00	\$2,250.00
#0-34	2540 C - Total Dissolved Solids	Each	1576	\$9.00	\$14,184.00	\$9.50	\$14,972.00
#0-35	2340 - Total Hardness	Each	54	\$10.00	\$540.00	\$10.00	\$540.00
#0-36	2540 - Total Suspended Solids	Each	718	\$8.00	\$5,744.00	\$9.50	\$6,821.00
#0-37	2130 B / 180.1 - Turbidity	Each	90	\$8.00	\$720.00	\$6.00	\$540.00
#0-38	5210 B - Biochemical Oxygen Demand (BOD)	Each	75	\$16.00	\$1,200.00	\$16.00	\$1,200.00
#0-39	5210 B - Carbonaceous BOD	Each	728	\$16.00	\$11,648.00	\$16.00	\$11,648.00
#0-40	522-1, 4 Dioxane	Each	15	\$120.00	\$1,800.00	\$70.00	\$1,050.00
#0-41	5220 D / 410.4 Chemical Oxygen Demand	Each	350	\$15.00	\$5,250.00	\$13.00	\$4,550.00
#0-42	5310 SM - Dissolved Organic Carbon	Each	30	\$20.00	\$600.00	\$18.00	\$540.00
#0-43	5310 B - Total Organic Carbon	Each	45	\$20.00	\$900.00	\$18.00	\$810.00
#0-44	5310B Total Organic Carbon	Each	45	\$20.00	\$900.00	\$18.00	\$810.00
#0-45	Unionized Ammonia by Calculation	Each	30	\$10.00	\$300.00	\$13.00	\$390.00
#0-46	EPA 353.2 - Nitrate as N	Each	360	\$8.00	\$2,880.00	\$8.00	\$2,880.00

**Notice of Intent to Award - Invitation to Bid No. ITB-25-00079:
Laboratory Analytical Services**

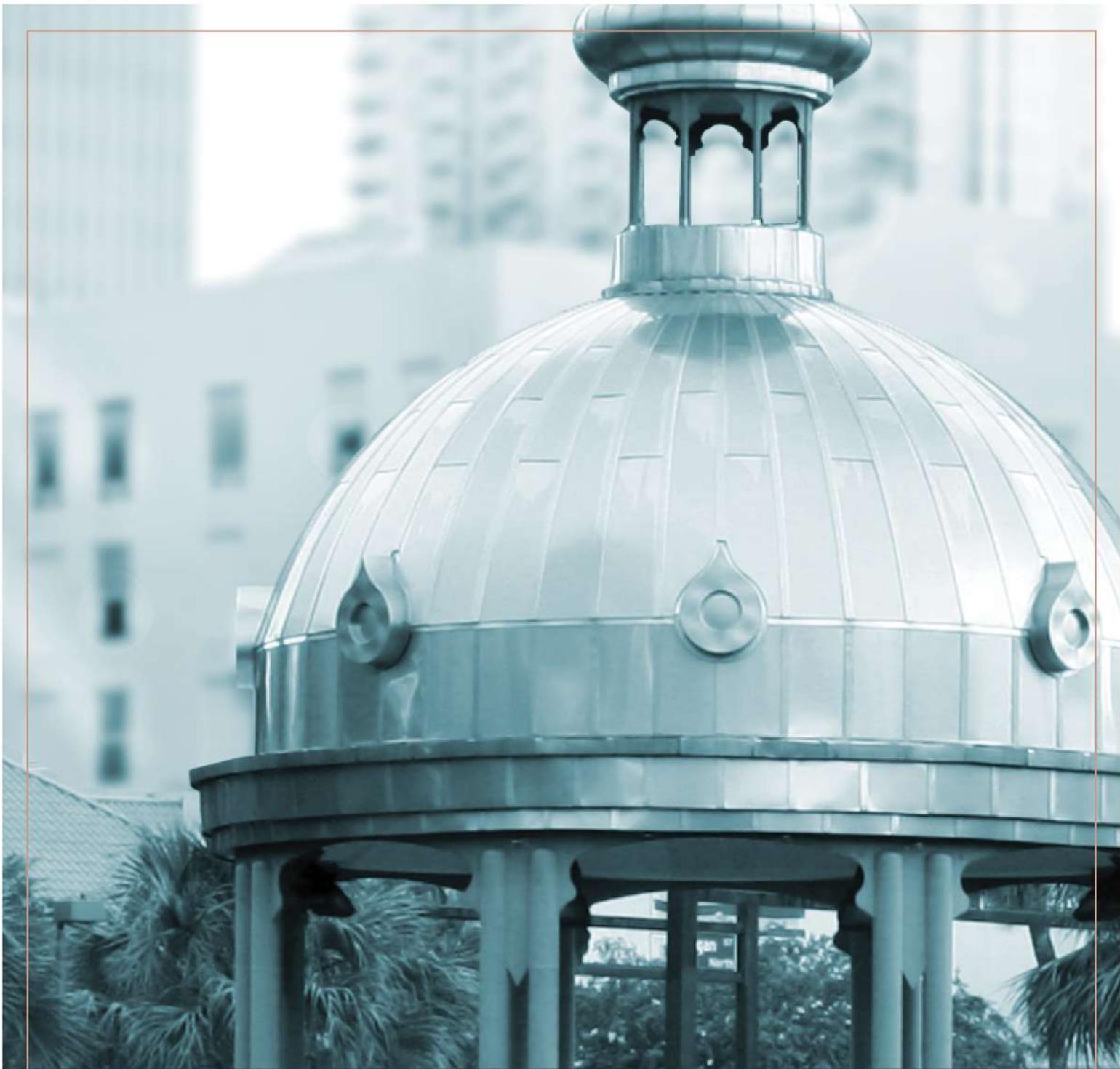
Date Posted: February 28, 2025

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				Total Bid	\$901,012.15	\$969,981.50	
				Selected	115	115	
				Allowances	\$50,000.00		
				Total Aggregate Award	\$951,012.15		
Notes				Primary Vendor		Secondary Vendor	
						Note: Vendor confirmed that Lines #0-20, #0-49, #0-53, and #0-102 were offered to the County at no cost.	
#	Items	Unit of Measure	Estimated Quantities	Unit Price	Total Cost	Unit Price	Total Cost
#0-47	EPA 353.2 - Nitrite as N	Each	360	\$8.00	\$2,880.00	\$8.00	\$2,880.00
#0-48	EPA 353.2 - Nitrate-Nitrite as N	Each	360	\$8.00	\$2,880.00	\$8.00	\$2,880.00
#0-49	Organic Nitrogen by Calculation	Each	140	\$0.01	\$1.40	\$0.00	\$0.00
#0-50	4500-P / 365.1 - Ortho Phosphate	Each	140	\$15.00	\$2,100.00	\$13.00	\$1,820.00
#0-51	350.1 - Total Ammonia nitrogen	Each	500	\$12.00	\$6,000.00	\$13.00	\$6,500.00
#0-52	351.2 - Total Kjeldahl Nitrogen	Each	1000	\$16.00	\$16,000.00	\$14.00	\$14,000.00
#0-53	total Nitrogen by Calculation	Each	100	\$0.01	\$1.00	\$0.00	\$0.00
#0-54	365.4 - Total Phosphorus, as P	Each	1000	\$16.00	\$16,000.00	\$14.00	\$14,000.00
#0-55	4500-NH3 / 350.1 - Total Ammonia, Distilled	Each	60	\$30.00	\$1,800.00	\$14.00	\$840.00
#0-56	EPA 350.1 - Prep-Distillation, Ammonia	Each	60	\$0.01	\$0.60	\$0.00	\$0.00
#0-57	SM9223 B - Total Coliform & E. Coli (P/A)	Each	50	\$20.00	\$1,000.00	\$15.00	\$750.00
#0-58	SM 9215 - Heterotrophic Plate Count	Each	250	\$30.00	\$7,500.00	\$15.00	\$3,750.00
#0-59	9230 - C - Enterococci	Each	75	\$25.00	\$1,875.00	\$22.00	\$1,650.00
#0-60	9222 D - Fecal Coliform by MF	Each	75	\$20.00	\$1,500.00	\$14.00	\$1,050.00
#0-61	EPA 1623 Cryptosporidium	Each	210	\$320.00	\$67,200.00	\$315.00	\$66,150.00
#0-62	EPA 1623 Giardia Lamblia	Each	210	\$320.00	\$67,200.00	\$315.00	\$66,150.00
#0-63	100.1 - Asbestos	Each	15	\$250.00	\$3,750.00	\$150.00	\$2,250.00
#0-64	10200 H - Chlorophyll	Each	650	\$30.00	\$19,500.00	\$40.00	\$26,000.00
#0-65	10200 H - Chlorophyll a, Paeophytin Corrected	Each	754	\$30.00	\$22,620.00	\$40.00	\$30,160.00
#0-66	ASTM D4282 - Free Cyanide	Each	45	\$30.00	\$1,350.00	\$25.00	\$1,125.00
#0-67	SM4500 CN-G / 335.1, Cyanide, Amenable	Each	307	\$30.00	\$9,210.00	\$30.00	\$9,210.00
#0-68	335.4 - Total Cyanide, low level	Each	285	\$30.00	\$8,550.00	\$25.00	\$7,125.00
#0-69	1666 - Pharmaceuticals (such as Ethyl acetate, Isopropyl acetate, N-Amyl Acetate)	Each	66	\$350.00	\$23,100.00	\$175.00	\$11,550.00
#0-70	1664 - HEM & HEM-SGT	Each	600	\$30.00	\$18,000.00	\$38.00	\$22,800.00
#0-71	2520 - Salinity	Each	60	\$8.00	\$480.00	\$8.00	\$480.00
#0-72	8260 - 2-propanone (acetone)	Each	60	\$40.00	\$2,400.00	\$30.00	\$1,800.00
#0-73	4500 S2H - Un-ionized Hydrogen Sulfide	Each	60	\$12.00	\$720.00	\$14.00	\$840.00
#0-74	900.0 - Gross Alpha/Beta	Each	75	\$38.00	\$2,850.00	\$90.00	\$6,750.00
#0-75	903.1 - Radium 226	Each	55	\$65.00	\$3,575.00	\$70.00	\$3,850.00
#0-76	904.0 / EPA Ra-05 - Radium 22	Each	45	\$75.00	\$3,375.00	\$75.00	\$3,375.00
#0-77	EPA 200.8 - Uranium	Each	15	\$10.00	\$150.00	\$40.00	\$600.00
#0-78	906 - Tritium	Each	15	\$85.00	\$1,275.00	\$105.00	\$1,575.00
#0-79	8081 - Pesticides	Each	20	\$75.00	\$1,500.00	\$75.00	\$1,500.00
#0-80	8082 - PCBs	Each	20	\$55.00	\$1,100.00	\$59.00	\$1,180.00
#0-81	8151 A - Chlorinated Herbicides	Each	25	\$75.00	\$1,875.00	\$85.00	\$2,125.00
#0-82	8260 - Volatiles	Each	70	\$40.00	\$2,800.00	\$50.00	\$3,500.00
#0-83	8270 - Semi Volatiles	Each	70	\$90.00	\$6,300.00	\$95.00	\$6,650.00
#0-84	8141 - Organochlorine Pesticides	Each	20	\$75.00	\$1,500.00	\$95.00	\$1,900.00
#0-85	6010 Metals (Common metals such as Al, Sb, As, Ba, Be, Cd, Cr, Cu, Pb, Mn, Mo, Ni, K, Se, Ag, Na, Tl, Zn)	Each	4000	\$5.50	\$22,000.00	\$5.00	\$20,000.00
#0-86	7471 - Mercury	Each	65	\$15.00	\$975.00	\$15.00	\$975.00
#0-87	1311/7471 - TCLP Mercury	Each	27	\$45.00	\$1,215.00	\$40.00	\$1,080.00
#0-88	1311/8260 - TCLP Volatile Organic Compounds	Each	30	\$70.00	\$2,100.00	\$75.00	\$2,250.00
#0-89	1311/6010 - TCLP Metals	Each	30	\$94.00	\$2,820.00	\$50.00	\$1,500.00
#0-90	1311/SW846, TCLP Semivolatile Organic Compounds	Each	21	\$120.00	\$2,520.00	\$95.00	\$1,995.00
#0-91	1311/8151 TCLP Herbicides	Each	40	\$95.00	\$3,800.00	\$95.00	\$3,800.00
#0-92	1311/8081 TCLP Pesticides	Each	30	\$95.00	\$2,850.00	\$70.00	\$2,100.00
#0-93	9012/9014 - Total Cyanide	Each	140	\$25.00	\$3,500.00	\$24.00	\$3,360.00

**Notice of Intent to Award - Invitation to Bid No. ITB-25-00079:
Laboratory Analytical Services**

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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://hclfigov.net/library/hillsborough/media-center/documents/Procurement%20Services/Procurement%20Manual/AppendixCC				Advanced Environmental Laboratories, Inc.		Eurofins Environment Testing Southeast, LLC		
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						Note: Vendor confirmed that Lines #0-20, #0-49, #0-53, and #0-102 were offered to the County at no cost.		
#	Items	Unit of Measure	Estimated Quantities	Unit Price	Total Cost	Unit Price	Total Cost	
#0-94	9066 - Phenolics	Each	30	\$25.00	\$750.00	\$24.00	\$720.00	
#0-95	ASTM 5057 - Specific Gravity	Each	30	\$25.00	\$750.00	\$30.00	\$900.00	
#0-96	9038/9056 - Sulfate	Each	10	\$8.00	\$80.00	\$12.00	\$120.00	
#0-97	2540 G - Total Solids, % Dry	Each	250	\$10.00	\$2,500.00	\$6.00	\$1,500.00	
#0-98	2540 G - Total Solids, % Volatile	Each	200	\$20.00	\$4,000.00	\$10.00	\$2,000.00	
#0-99	Paint Filter Test (State Certification NR)	Each	27	\$15.00	\$405.00	\$8.00	\$216.00	
#0-100	EPA 353.2 - Nitrate+Nitrite as N, % Dry Weight	Each	15	\$12.00	\$180.00	\$20.00	\$300.00	
#0-101	EPA 351.2 - Total Kjeldahl Nitrogen, % Dry Weight	Each	500	\$17.00	\$8,500.00	\$20.00	\$10,000.00	
#0-102	Total Nitrogen, % Dry Weight by Calculation	Each	12	\$20.00	\$240.00	\$0.00	\$0.00	
#0-103	EPA 365.4 - Total Phosphorus, % Dry Weight	Each	250	\$17.00	\$4,250.00	\$18.00	\$4,500.00	
#0-104	Sucralose SOP #: 2014-O-130.1	Each	225	\$135.00	\$30,375.00	\$495.00	\$111,375.00	
#0-105	Rads-DW (900.0 - Gross Alpha/Beta, 904.0 / EPA Ra-05 - Radium 228)	Each	30	\$105.00	\$3,150.00	\$120.00	\$3,600.00	
#0-106	Rads-ENV (900.0 - Gross Alpha/Beta, 903.1 - Radium 226, 904.0 / EPA Ra 05 - Radium 228)	Each	30	\$160.00	\$4,800.00	\$190.00	\$5,700.00	
#0-107	Total and Calcium Hardness by EPA 200.7 (2540 B / 200.7 - Calcium Hardness (as CaCO3), 2340 - Total Hardness)	Each	500	\$14.00	\$7,000.00	\$12.00	\$6,000.00	
#0-108	Bicarbonate (HCO3) SM2320B	Each	250	\$7.00	\$1,750.00	\$8.00	\$2,000.00	
#0-109	Total Alkalinity SM2320B	Each	250	\$7.00	\$1,750.00	\$8.00	\$2,000.00	
#0-110	Total Chloride SM4500	Each	250	\$8.00	\$2,000.00	\$8.00	\$2,000.00	
#0-111	Total Potassium SW846	Each	250	\$7.00	\$1,750.00	\$8.00	\$2,000.00	
#0-112	EPA 200.7 Dissolved Iron	Each	30	\$7.00	\$210.00	\$8.00	\$240.00	
#0-113	PFAS EPA 533	Each	240	\$200.00	\$48,000.00	\$195.00	\$46,800.00	
#0-114	PFAS EPA 537 & 537.1	Each	240	\$180.00	\$43,200.00	\$170.00	\$40,800.00	
#0-115	PFAS EPA 1633	Each	300	\$300.00	\$90,000.00	\$299.00	\$89,700.00	
Note: In accordance with the Solicitation Document, Section 2.2 Basis for Award (Multiple Contractors), the total award amount for the two (2) recommended bidders shall be the total aggregate amount of the lowest, responsive, and responsible bidder. The Primary Contractor and Secondary Contractor will receive orders based on price, workload, availability and/or turnaround times.								



Invitation to Bid

Laboratory Analytical Services

ITB-25-00079

HCFL.gov/Vendors
(813) 272-5790



**Hillsborough
County Florida**
Procurement Services

IMPORTANT! PLEASE READ CAREFULLY BEFORE SUBMITTING BID

SOLICITATION TYPE: Competitive Sealed Bids

SOLICITATION NUMBER: ITB-25-00079

SOLICITATION TITLE: Laboratory Analytical Services

BRIEF DESCRIPTION: The Hillsborough County Environmental Management Division is seeking competitive sealed bids from experienced and qualified Contractors with a proven track record of providing Laboratory Analytical Services.

DUE DATE & TIME: February 10, 2025, 2:00 PM, Eastern Standard Time (EST)

PRIMARY CONTACT: Sharon Spellman, Chief Buyer

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

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

QUESTIONS:

- Questions regarding technical difficulties or errors encountered while submitting bids through Bonfire must be directed to Bonfire Support at (800) 354-8010, support@gobonfire.com or the Bonfire Vendor Help Center (vendorsupport.gobonfire.com).
- Questions regarding the specifications or solicitation document must be directed to the primary contact listed above using the "messages" section in Bonfire for this particular procurement.



- Questions regarding vendor registration, training, or general questions must be directed to the Supplier Engagement Team at (813) 272-5790 or iSupplier@HCFL.gov.

CONE OF SILENCE: A Cone of Silence is in effect for this procurement; therefore, no bidder, interested party and/or their principals, officers, employees, attorneys, or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding this procurement and/or a related protest, except as otherwise provided in the [Hillsborough County Procurement Protest Policy and Procedures Ordinance](#). The Cone of Silence does not prohibit a bidder from communicating with the Director of Procurement, staff in the Procurement Services Department, or the County's attorney assigned to this procurement. Violating the Cone of Silence may disqualify the bidder from consideration for award. Please refer to the **Instructions** for complete details about the Cone of Silence.

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

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

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

1. Specifications

1.1 Scope

The Hillsborough County Environmental Management Division is seeking competitive sealed bids from experienced and qualified Contractors with a proven track record of providing laboratory analytical services.

1.2 Applicable Publications and Terminology

1.2.1 The following publications and definitions shown below are used in these Technical Specifications.

1.2.1.1 Analyte - The element of interest for which an analyst seeks to determine a concentration.

1.2.1.2 Complete Analytical Report – The submittal by the Contractor of all analytical data upon request by the Project Manager (PM) which meets the National Environmental Laboratory Accreditation Program (NELAP) requirements, Quality Control (QC) data and chain of custody forms.

https://cfpub.epa.gov/si/si_public_record_report.cfm?Lab=NERL&dirEntryId=56216#:~:text=NELAC%20is%20a%20voluntary%20program,standards%20for%20environmental%20laboratory%20accreditation.&text=EPA%20organizes%20and%20coordinates%20the,oversight%20of%20the%20state%20programs

1.2.1.3 FDEP - The State of Florida Department of Environmental Protection. FDEP published evaluation of the potential health threat from exposure to environmental contaminants. FDEP groundwater target clean up levels published by the State of Florida. <https://floridadep.gov/waste/district-business-support/documents/table-i-groundwater-and-surface-water-cleanup-target>

1.2.1.4 EPA - The United States Environmental Protection Agency.

1.2.1.5 CFR – Code of Federal Regulations.

1.2.1.6 Laboratory – Location where samples are analyzed.

1.2.1.7 IDOC – Initial Demonstration of Capability.

1.2.1.8 Sample - A designated volume of material to be analyzed that is collected and contained in a single or multiple container and is identified by a unique sample number.

1.2.1.9 GCTL - Groundwater Target Clean-up Levels, Chapter 62-777, Florida Administrative Code (FAC). The DEP groundwater target clean-up levels published by the State of Florida.

1.2.1.10 Primary and Secondary Drinking Water Standards - The list of analytes in the EPA Safe Drinking Water Act and the levels established at which the presence of the specified contaminants in public water supplies are considered safe for human consumption.
<https://floridadep.gov/waste/district-business-support/documents/table-i-groundwater-and-surface-water-cleanup-target>

1.2.1.11 ASTM - American Society for Testing and Materials.

1.2.1.12 NELAC - National Environmental Accreditation Conference – NELAC.

1.2.1.13 FAC - Florida Administrative Code.

1.2.1.14 FLDOH - Florida Department of Health.

1.2.1.15 Department or County - Hillsborough County.

1.2.1.16 Facility - Any Department facility including, but not limited to, water plants, wastewater plants, monitoring wells, private wells, surface water sites and leachate.

1.2.1.17 FGGC – The Florida Groundwater Guidance Concentrations June 1994. DEP published evaluation of the potential health threat from exposure to environmental contaminants.

1.2.1.18 MCLs - Maximum Contamination Limits.

1.2.1.19 Laboratory Services - Those services include, but are not limited to, sample bottle preparation, shipping of samples, chain-of-custody, tracking, sample receiving and preservation, sample testing, quality control validation, sample storage and disposal, report generation and billing.

1.2.1.20 PM - The Hillsborough County Project Manager for this contract.

1.2.1.21 Sampling Services - Those services that include, but are not limited to, sample kit pick-ups and delivery to the Department's laboratory and/or the contractor's laboratory.

1.2.1.22 Work Assignment - The specific Laboratory Services to be initiated upon receipt of samples by the contractor.

1.2.1.23 Work Order (WO) – The written purchase order issued by the Department PM or designated representative authorizing and requiring the performance of a work assignment.

1.3 Minimum Requirements

1.3.1 The Contractor's laboratory shall be located within a reasonable distance, if the Contractor is beyond the 25-mile radius from the County's office located at 332 North Falkenburg Rd. Tampa, FL 33619, the County will not be held responsible, for the life of contract. If Contractor is unable to perform services, refer to section 5.8 Failure to Perform.

1.3.2 The Contractor's laboratory shall be NELAP certified by the Florida Department of Health (FDOH) or as permitted by Rule 62-5503.550, FAC to conduct laboratory services pursuant to these specifications throughout the contract period. The certification shall be provided upon request. The certification shall be provided annually or upon County's request.

1.3.3 The Contractor shall notify the Project Manager (PM) within one (1) business day of all changes in the Contractor's NELAP certification pursuant to these specifications.

1.3.4 The Contractor shall have qualified staff, facilities, and operable equipment without a negative impact on quality or missing reporting deadlines.

1.3.5 The Contractor shall obtain and maintain all applicable state and local licenses and permits, at its own expense, necessary to perform the services pursuant to these specifications throughout the Contract Period.

1.3.6 The County reserves the right to inspect the Contractor's records to verify the hours and qualifications of the personnel utilized on specific services.

1.3.7 The County reserves the right to conduct periodic inspections of the Contractor's laboratory facilities, analysis records, procedures, QC records and equipment.

1.3.8 The Contractor shall notify the PM within 24 hours of operating hours Monday through Friday 7AM -5PM Eastern Standard Time (EST) immediately upon any director changes upon TNI Standards.

1.3.9 The Contractor shall provide their current Department of Health (DOH) laboratory quality manual upon request to the Technical Director as defined in TNI standards and/or the authorized DOH representative.

1.3.10 The Contractor shall have the following equipment in its laboratory to meet the EPA holding times and reporting requirements for each pricing item listed:

- 1.3.10.1 Atomic Absorption Spectrophotometer equipped with cold vapor/flow injection analysis system (FIAS) modes of operation.
- 1.3.10.2 GCMS equipped with auto-sampler.
- 1.3.10.3 GC equipped with the following detectors: electron capture, flame ionization.
- 1.3.10.4 GCMS equipped with a purge and trap device for volatile compounds.
- 1.3.10.5 Automated analyzer(s) equipped to run all nutrients, nitrates, nitrites, phosphate, cyanide and phenols.
- 1.3.10.6 ICP Atomic Absorption Spectrophotometer for metals.
- 1.3.10.7 ICP Mass Spectrometer with auto-sampler.
- 1.3.10.8 Total Organic Carbon Analyzer, equipped with infra-red detector.

1.3.11 The Contractor shall provide to the County the name of the Contractor's Project Manager or its designated representative. The Contractor shall provide and maintain a means by which the County can contact the Contractor's Project Manager 24 hours a day, seven (7) days a week, in the event of an emergency.

1.3.12 Upon PM request, the Contractor shall provide the name of the Contractor's Quality Assurance Officer and state if the Officer is full or part time.

1.3.13 All Other Procedures and Equipment – The laboratory analysts performing all other analyses for the County shall have had an initial demonstration of capabilities (IDOC) for at least six (6) months.

1.3.14 Contractor may be required to submit documentation of key personnel with the aforementioned experience upon request.

1.4 Contractor Services

1.4.1 Transfer of Samples

1.4.1.1 Sampling Kits - The Contractor shall provide all sampling kits to the county's designated drop off location within the delivery time specified in the Purchase Order.

1.4.1.1.1 Sampling kits shall include: labeled bottles, preservatives, lined coolers, custody seals, and signed Chain of Custody (COC) forms.

1.4.1.2 Bottle Labels - The Contractor shall affix a pre-printed coated label on each sample container to include the Client ID, sample ID, and sample location, as provided by the PM.

1.4.1.2.1 The PM shall provide the sample IDs, sample locations, and analytical methods and/or parameter locations in advance or with the Purchase Order.

1.4.1.3 Transportation of Samples - Except as otherwise agreed upon, the Contractor shall be responsible for , transporting , all samples from the County's assigned location to the Contractor's laboratory unless otherwise agreed upon by the County, the Contractor shall use Contractor's staff or common carrier to ensure that all samples arrive at the Contractor's laboratory within the time frame required for analysis to be completed within the EPA hold times. The County may elect to deliver the samples directly to the Contractor's laboratory at the County's discretion. In such cases, the County will be responsible for the cost of such transportation services.

1.4.1.4 Chain-of-custody – Upon taking custody of the samples, the Contractor shall indicate receipt of the samples on the chain-of-custody forms that accompany the samples and include a copy in the Completed Analytical Report.

1.4.2 Sample Testing – The Contractor shall begin testing all samples within the EPA or analytical method holding times, whichever is shorter.

1.4.2.1 In the event the sample holding time expires; is run by an uncertified method; data fails laboratory method blank, or laboratory fortified blank limits; is rejected by a regulatory authority due to contract laboratory error or; if the integrity of a sample is somehow compromised while in the possession of the Contractor, the Contractor shall notify the PM within one (1) business day.

1.4.2.1.1 The County shall not be charged for any resample if the Contractor is at fault for the resample.

1.4.2.1.2 At the discretion of the PM, arrangements may be made to have a new sample collected.

1.4.2.1.3 The Contractor's performance shall not require the County to re-collect more than five (5) samples per year. The County will not be held responsible for any recollect exceedance thereafter refer to Section 5.8.

1.4.2.1.4 Analytical Methods - The Contractor shall use the methods specified pursuant to these specifications or as specified by the EPA or Florida Regulatory Authorities. Any deviation from the specified methods shall have prior written approval from the PM.

1.4.2.2 Detection Limits – All analysis shall meet or be below the Method Detection Limit and Practical Quantitation Limits in the approved method, either EPA, Standard Methods, or American Society of Testing Materials (ASTM) pursuant to these specifications.

1.4.2.2.1 Drinking Water - Detection limits for the analysis of drinking

water shall be at or below the Maximum Contaminant Level or the Regulatory Detection Limit, whichever is lower, as stipulated in Chapter 62-550, FAC. The detection limit for the Volatile Organic Contaminants listed in Chapter 62-550, FAC shall be 0.0005 mg/L or lower.

<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-550>

1.4.2.2.2 Ground Water – Method Detection and Practical Quantitation Limits for the analysis of samples collected shall meet those required by the FDEP or EPA.

1.4.2.2.3 Environmental Water, sludge, and sediments - Detection limits for the analysis of environmental waters shall be at or below the detection limits in Rule 62-4.246(4), FAC. Analysis of sludge and sediments will be conducted in accordance with Title 40 CFR Part 503.

<https://www.flrules.org/gateway/ruleno.asp?id=62-4.246>

<https://www.ecfr.gov/current/title-40/chapter-I/subchapter-O/part-503>

1.4.2.3 Subcontracting- The Contractor shall obtain the prior written approval of the PM prior to subcontracting any laboratory services.

1.4.3 Quality Control

1.4.3.1 Standards - The Contractor shall maintain the minimum Quality Control (QC) records as described in "Environmental Investigations Standard Operating Procedures and Quality Assurance Manual", current edition and the "Handbook for Analytical Quality Control in Water and Wastewater Laboratories, EPA-600/4-79-019 (<https://nepis.epa.gov>) and provide to the PM the most recent version they are currently working under.

1.4.3.1.1 The Contractor shall maintain these QC records for a minimum of 10 years and shall provide these records to the County upon request.

1.4.3.2 For laboratory services, the Contractor shall perform all QC in accordance with the current NELAP accreditation conference standard and the analytical method used.

1.4.3.2.1 For sampling services, the Contractor shall conform to the FDEP-SOP-001/01 FQ 1000 - field QC requirements.

<https://floridadep.gov/dear/quality-assurance/content/dep-sops>

1.4.3.3 The minimum QC samples analyzed shall be documented and provided to the PM, as listed below:

1.4.3.3.1 Laboratory method blank – not less than one (1) for each

batch of 20 or less samples.

1.4.3.3.2 Laboratory blank – not less than one (1) for each batch of 20 or less samples.

1.4.3.3.3 Laboratory fortified blank – not less than one (1) for each batch of 20 or less samples.

1.4.3.3.4 Laboratory duplicate sample – ten percent (10%) of samples, but not less than one (1) for each batch of 10 or less samples.

1.4.3.3.5 Laboratory fortified matrix –10% of samples, but not less than one (1) for each batch of 10 or less samples.

1.4.3.3.6 Additional QC samples as required by method, rule or current NELAP standards.

1.4.3.3.7 The cost of analysis for each specific parameter shall include the cost of all QC sample analysis.

1.4.3.4 Data validation -The Contractor shall be proficient in the use of ADaPT (Automated Data Processing Tool) for use in data validation and be able to process data through ADaPT to be submitted to the FDEP at the request of the PM.

1.4.3.5 Documentation requested by the PM for internal quality investigations shall be provided within five (5) business days. Specific items that will be requested are:

1.4.3.5.1 Standard Operating Procedures (SOP) for specified method.

1.4.3.5.2 Bench sheets/Prep sheets.

1.4.3.5.3 Resume for analyst performing work.

1.4.3.5.4 IDOC/CP for analyst performing work.

1.4.3.5.5 Any other raw data associated with the testing for the projects identified in the request.

1.4.3.5.6 Certificates of analysis.

1.4.4 Reporting Procedures

1.4.4.1 An electronic copy of all Completed Analytical Reports including related QC results, an explanation for any assigned data qualifier codes except "U (analyte not detected) and "I" (analyte detected between method detection limit and practical quantitation limit), and an invoice detailing the project manager, project name, sample date, test method(s) performed, unit price(s) and the Purchase Order number shall be delivered to the originating PM via email upon completion, pursuant of these specifications.

1.4.4.2. All groundwater analysis shall be reported on the latest FDEP Groundwater Monitoring Form, unless otherwise directed by the PM. The Contractor shall deliver the Completed Analytical Reports to the PM via email in Adobe pdf and Excel format upon completion, pursuant to these specifications. The forms will be provided at the transfer collection.

1.4.4.3. All drinking water results shall be reported using the format of the current "FDEP Safe Drinking Water Program Laboratory Reporting Format", Rule 62-550.730, FAC.

<https://www.flrules.org/gateway/ruleno.asp?id=62-550.730>

1.4.4.3.1. All system, sample, and certification information required on the cover page shall be provided by the PM in advance or with the Purchase Order and shall be included in the report.

1.4.4.4. Disinfection byproduct totals shall be calculated as an arithmetic sum of the individual reported components.

1.4.4.5. Data Qualifier Codes -When appropriate, the Contractor's Completed Analytical Reports shall include data qualifier codes as referenced in FAC Chapter 62-160, Table 1. <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-160>

1.4.4.6. Special Notifications - The Contractor shall notify the PM during operating hours Monday through Friday 7AM-5PM EST, by telephone and/or email, whenever a sample result is reported with a data qualifier other than "U" or "I".

1.4.4.6.1. The PM may request additional special notifications and will provide the criteria to the Contractor when such need arises.

1.4.4.7. Performance Evaluations - The Contractor shall deliver an electronic copy of the graded results of all laboratory proficiency tests required by NELAP to the PM within 15 days of receipt of such proficiency test results.

1.4.4.7.1. The Contractor shall deliver an electronic copy of any inspection report completed by FDEP, FDOH, or NELAP within 15 days of receipt of the report.

1.4.4.8. Turnaround time for report corrections shall be three (3) workdays to allow the County to comply with the five (5) day limit set forth in Rule 62-550.730, FAC.

1.4.5 Work Authorization

1.4.5.1 Completion of Work Orders – Under normal circumstances, the Contractor shall complete the laboratory services specified in each Purchase Order and provide the completed Analytical Report within 21 calendar days from receipt of the samples to the PM, unless otherwise indicated therein.

1.4.6 Expedited Work Orders- At the written request of the Project Manager, the

Contractor shall complete the designated Work Order and deliver a completed Analytical Report within seven (7) calendar days (or deliver the report sooner if agreed upon by the Contractor). The County shall not pay the Contractor any more than 50% above any line-item price for expedited work orders.

1.4.7 A Purchase Order shall only be deemed complete upon receipt by the PM of the Completed Analytical Report and invoice. Offers that propose delivery timelines of laboratory services that do not fall within the aforementioned delivery time frame will be subject to rejection.

1.4.8 Review of Work – The County reserves the right to inspect the Contractor's work for adequacy of workmanship, compliance with this contract and applicable regulations. The Contractor shall correct any work that is determined by the PM to be unsatisfactory within 48 hours of notification of the determination.

1.4.8.1 Call-back or follow-up work to correct unsatisfactory work shall not be charged to the County if such work is determined by the PM or the Contractor to be the result of faulty workmanship by the Contractor.

1.5 Preparation for Delivery

Delivery of the goods and/or performance of the Services and/or Work must be within 7-21 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

2.1.1 An Allowance, in the amount of \$50,000.00, will be added to the total Bid amount for Analytes that cannot be reasonably defined at this time and may be as a result of regulatory changes during the life of the contract, including expedited work orders for those items.

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

2.2 Basis for Award (Multiple Contractors)

2.2.1 The County intends to award separate Primary and Secondary contracts for each Laboratory meeting the specifications of this Solicitation Document. The County reserves the right to award these contracts to the lowest, responsive, and responsible bidder(s) by line item, by group/section, or by the overall total net Bid price, whichever is determined to be in the County's best interest.

2.2.2 Due to the time requirements of the sample test, Contractors may have difficulty meeting turn around times due to the large volume of samples, in this case the Primary Contractor(s) and Secondary Contractor(s) receive orders based on workload, availability and/or turnaround times.

2.2.3 The aggregate award amount for all contracts shall be the total bid price of the lowest, responsive, and responsible bidder.

2.3 Insurance, Contractor

2.3.1 During the life of the Agreement, the Contractor shall provide, pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of A-, Class 7 or better, authorized to transact business in the State of Florida, and which are satisfactory to the County.

2.3.2 All policies of insurance required by the Agreement shall require that the Contractor give the County thirty (30) Days written notice of any cancellation, intent not to renew, or reduction in coverage and ten (10) Days written notice of any non-payment of premium. Such notice shall be delivered by U.S. Mail to: Director, Risk Management Division, Hillsborough County, 601 E. Kennedy Blvd, Tampa, Florida 33602. In the event of any reduction in the aggregate limit of any policy, the Contractor shall immediately restore such limit to the amount required herein.

2.3.3 All insurance coverages provided by the Contractor shall be primary to any insurance or self-insurance program of the County which is applicable to the Work provided for in the Agreement.

2.3.4 Receipt by the County of any Certificate of Insurance or copy of any policy evidencing the insurance coverages and limits required by the Contract Documents does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Contract Documents.

2.3.5 No work for the County shall commence or occupancy of any of its property take place until the required Certificates of Insurance and copies of the policies, if requested, are received by the County and written Notice to Proceed is issued to the Contractor by the County.

2.3.6 The insurance coverages and limits required of the Contractor under the Contract Documents are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for the Contractor. Contractor shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any questions concerning its exposure to loss under the Contract Documents or the insurance coverages needed therefore, it should seek professional assistance.

2.3.7 If the insurance coverage initially provided by the Contractor is to expire prior to completion of the Work, renewal Certificates of Insurance shall be furnished to the County the ten (10) Days prior to expiration of current coverages.

2.3.8 Should the Contractor fail to maintain the insurance coverages required by the Contract Documents, the County may, at its option, either terminate this Agreement for default or procure and pay for such coverage, charge the Contractor for and deduct the costs of the same from payments due the Contractor. A decision by the County to procure and pay for such insurance coverage shall not operate as a waiver of any of its rights under the Contract Documents.

2.3.9 All Commercial General Liability and Builder's Risk liability insurance policies obtained by the Contractor to meet the requirements of the Contract Documents shall provide that the County, its employees and agents shall be additional insureds under the Policy and shall also incorporate a Severability of Interest provision. All insurance coverages provided under this Section shall apply to all the Contractor's activities under the Contract Documents without regard for the location of such activity. Liability policies shall only be written on the Occurrence form.

2.3.10 Coverage amounts and type of insurance shall conform to the following minimum requirements with the use of current Insurance Service Office form and endorsements or their equivalent.

2.3.11 Worker's Compensation and Employer's Liability Insurance. Coverage shall be maintained by the Contractor for all employees engaged in the Work, in accordance with the laws of the State of Florida.

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

2.3.12.1 Workers' Compensation - Florida Statutory Requirements

2.3.12.2 Employer's Liability:

\$100,000 Limit Each Accident

\$100,000 Limit Disease Each Employee

\$100,000 Limit Disease Aggregate

2.3.12.3 Commercial General Liability Insurance. Coverage shall include, but not be limited to: Bodily Injury and Property Damage, Damage, Damage to Rented Premises, Medical expenses, Personal and Advertising Injury, and Products and Completed Operations:

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

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

\$5,000 Medical Expenses - Any One Person

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

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

\$2,000,000 General Aggregate

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

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

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

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

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

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

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

2.3.12.6 Professional Liability/Errors and Omissions Insurance **is** required. Minimum \$1,000,000.

2.3.12.7 Pollution/Environmental Liability Insurance **is not** required.

2.3.12.8 Cyber Liability **is not** required. Contractor shall provide cyber liability insurance for the duration of the contract and for the period in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores, or has access to client data, whichever is longer, with a combined single limit of no less than \$0 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Hillsborough County or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), payment card data and Protected Health Information (“PHI”) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Hillsborough County data.

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

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

2.4 Optional Provision for Other Agencies

Unless otherwise stipulated by the Bidder/Proposer in its Offer, the Bidder/Proposer agrees to make available to all government agencies, departments, and municipalities the Offer prices submitted in accordance with the terms and conditions of this Solicitation Document, should any governmental entity desire to buy under the Contract resulting from this Solicitation Document.

2.5 Price Escalation/De-Escalation (CPI)

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

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

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

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

Calculation Example

CPI2 = CPI-U at time of adjustment calculation (May 2019): 146.8

CPI1 = CPI-U at time base rate was awarded and set (June 2018): 143.4



CPI2/CPI1:	1.023
Base rate:	\$1,000.00
Multiplied by	1.023
Equals adjusted rate	\$1,023.00

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

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

2.6 Purchase Order/Contract

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

2.7 Contract Period for Term Contract

The Contract resulting from this Solicitation Document will be in effect for a three (3) year period (ending on the last day of the final month) from the effective date of the Contract as established by the County's Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA).

2.8 Estimated Quantities

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

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

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

Children's Board of Hillsborough County

City of Plant City

City of Tampa

City of Tampa Housing Authority

City of Temple Terrace

Clerk of the Circuit Court

Expressway Authority

Hillsborough Area Regional Transit Authority

Hillsborough County Aviation Authority

Hillsborough County Board of County Commissioners

Hillsborough Community College

Hillsborough County School Board

Hillsborough County Sheriff

Property Appraiser

State Attorney's Office

Supervisor of Elections

Tampa Palms Community Development District

Tampa Port Authority

Tampa Sports Authority

Tax Collector

2.10 Ordering

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

2.11 Termination for Convenience

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

3.0 Definitions

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

3.1 Agreement

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

3.2 Amendment(s), Addendum, or Addenda

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

3.3 Bid(s), or Bidder's Bid

"Bid(s)", "Bidder's Bid", "Proposal(s)", or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work

to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

3.4 Bidder

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

3.5 Blanket Purchase Agreement (BPA)

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

3.6 Board of County Commissioners

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

3.7 Bond

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

3.8 Business Day(s)

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

3.9 Change Order

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

3.10 Close Date

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

3.11 Contract or Contract Documents

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

3.12 Contract Price

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

3.13 Contract Purchase Agreement (CPA)

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

3.14 Contract Time or Contract Period

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

3.15 Contractor

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

3.16 County

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

3.17 County Administrator

"County Administrator" shall mean Hillsborough County's County Administrator, or a designee identified by the County Administrator to perform certain functions on behalf of the County Administrator.

3.18 Day(s)

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

3.19 Designee

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

3.20 Earnest Money Deposit (EMD)

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

3.21 Electronic Bidding System

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

3.22 Invitation To Bid

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

3.23 Minimum Specifications

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

3.24 Modification Agreement

"Modification Agreement(s)" shall mean the written order to the Contractor authorizing an addition, deletion, or revision in the goods, Services and/or Work to be provided under the Contract Documents or an adjustment in the Contract Price issued after the award of and/or execution of the Contract/Agreement. Such written order must be approved and/or executed by the applicable authorized representatives of the County in accordance with County policy. Modification Agreements that are required to be approved by the Board of County Commissioners pursuant to County policy must be executed by the Contractor and the Chair of the Board of County Commissioners.

3.25 Notice

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

3.26 Notice of Award

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

3.27 Notice to Proceed

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

3.28 Offer(s)

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

3.29 Offeror

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

3.30 Project

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

3.31 Project Manager

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

3.32 Proposal(s)

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

3.33 Proposer

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

3.34 Purchase Order

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

3.35 Quote(s)

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

3.36 Service(s)

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

3.37 Site(s)

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

3.38 Solicitation Document

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

3.39 Specifications

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

3.40 Subcontractor

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

3.41 Successful Bidder/Proposer

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

3.42 Surety

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

3.43 Unilateral Change Order

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

3.44 Work

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

4.0 Instructions

4.1 Bid Submissions

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

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

4.2 Affirmative Action/Equal Employment Opportunity (AA/EEO) Compliance

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

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

4.3 Award of Contract and Rejection of Bids

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

4.3.2 The County, in its sole discretion, may determine whether acceptance of the Bid/Quote is in the best interest of the County. Further, the County reserves the right to reject any and all Bids/Quotes and to waive any informality concerning a Bid/Quote whenever such rejection or waiver is in the best interest of the County and in conformance with Florida Law.

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

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

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

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

4.4 Bid Documents

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

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

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

4.5 Bid/Proposal/Quote Pricing

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

4.6 Bid/Proposal/Quote Results

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

4.7 Bidder/Proposer Request for Interpretation of Solicitation Document

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

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

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

4.8.1 excuse the Successful Bidder's/Proposer's failure to complete the Work in accordance with the Specifications and requirements set forth in this Solicitation Document based on the Successful Bidder's/Proposer's ignorance of conditions or difficulties that may exist prior to the Close Date or of conditions or difficulties that may be encountered during the execution of the Work; and/or

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

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

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

<https://hcfll.gov/businesses/doing-business-with-hillsborough/vendors/vendor-policies-forms-and-documents>

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

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

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

4.11 Brand Names, Etc. (Pre)

4.11.1 In instances where the Specifications make this subject applicable, any use therein of brand names, manufacturers' names, trade names, information and/or catalog numbers are used solely for the purpose of providing descriptions and for establishing acceptable quality levels. Such references are not intended to place restriction on the Bidders/Proposers (other than as to quality) and Bidders/Proposers may submit items for approval up to ten (10) Days prior to the Close Date in writing. If the items are approved,

an Amendment will be issued and the approved products shall become part of the Specifications.

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

4.12 Cancellation of Solicitation Document

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

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

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

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

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

4.15 Cone of Silence

Pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, there shall be a Cone of Silence for all procurement solicitations (except sole source procurement) issued by the County that are at or over the County's formal bid limit in order to safeguard the integrity of the County's procurement and protest process. Except as otherwise provided in this section, the Cone of Silence shall go into effect on the date a procurement solicitation is issued by the County and shall end the earlier of five (5) Business Days after the County posts its notice of intent to award the contract(s) associated with this solicitation or on the date the procurement solicitation is canceled by the County. However, if a protest is timely filed, then the Cone of Silence shall remain in effect for the duration of the protest process including the exhaustion of any related appeals related to the protest. Unless otherwise provided for in Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, during the time period the Cone of Silence is in effect, no Offeror, interested party and/or their principals, officers, employees, attorneys or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding a procurement solicitation and/or its related protest. The Cone of Silence does not prohibit an Offeror from

communicating with the Director of the County's Procurement Services Department, County Procurement staff, or the attorney in the County Attorney's office that is directly responsible for the applicable procurement solicitation (this information can be obtained by contacting the County Procurement staff person listed as the contact in the applicable procurement solicitation). **It is the responsibility of any Offeror/interested party to ensure that the Cone of Silence is no longer in effect prior to communicating with any person under the Cone of Silence** (including determining whether protests have been filed for the subject solicitation and the status of such protests – which extends the Cone of Silence time period as stated above). A violation of the Cone of Silence will result in the disqualification of the Offeror from consideration in the award of the procurement solicitation unless it is determined that the violation is unintentional and/or not material.

4.16 Deviations

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

4.17 Drug Free Workplace Program

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

<https://hcfl.gov/departments/procurement>

4.18 Electronic Payment Solution

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

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

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

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

4.19 Equipment Demonstration

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

4.20 Execution of Written Agreement

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

4.21 Facilities Inspection

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

4.22 Hillsborough County Business Tax

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

4.23 Inspection of Samples

After the Bid Submittal Deadline/Close Date, the County reserves the right to review and inspect representative samples of the products/goods being proposed by the apparent lowest responsive Bidder/Proposer. Within ten (10) Business Days of receiving a request from the County, Bidder/Proposer shall provide the County with samples of each item requested for the purpose

of the County conducting a quality test or comparison without cost to the County. At the County's option, this inspection may take place locally, at the Bidder's/Proposer's place of business or at a location selected by the County. The County will not be responsible for shipping or other expenses incurred by the Bidder/Proposer in the qualification of its products or company. The County makes no guarantee that samples will be returned; however, samples not destroyed in testing may be available for return upon request (at the Bidder's/Proposer's expense) after testing is completed and after award of the Contract. Failure to provide the samples described above may result in the rejection of Bidder's/Proposer's Offer and/or suspension of Bidder/Proposer from bidding/proposing on County procurements.

4.24 Licensing

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

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

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

4.26 No Assignment of Offers

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

4.27 Obtaining Clarification and/or Additional Information

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

4.28 Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer, or reply on a contract to provide any goods or

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

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

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

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

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

4.31 Requested Information and Descriptive Literature

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

4.32 Responsibility Reference(s) Request

The apparent low Offeror will be so notified by County staff and may be required, upon receiving such notice, to provide the reference(s) requests as identified and provide all information and

documentation requested therein within five (5) Business Days. If, after reviewing the references and accompanying submissions, the County elects to reject the apparent low Offeror based on its responsibility evaluation, the County may perform the same responsibility evaluation, in succession, with each apparent next lowest Offeror until a contract is awarded to a suitable candidate or withdrawn.

4.33 Submittal Deadline

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

4.34 Taxes

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

4.35 Time Period Offer is Valid

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

4.36 Unbalanced Offers and/or Excessive Line Item Prices

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

5. GENERAL TERMS AND CONDITIONS

5.1 Applicable Law

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

5.2 Changes in the Work/Change Orders/Modifications

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

5.2.2 Additional Work performed by the Contractor without the authorization of a Change Order or Modification Agreement will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time except in the case of an emergency as provided for herein. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

5.2.3 It is the Contractor's responsibility to notify its Surety of any changes affecting the general scope of the Work/Services or change of the Contract Price, and the amount of the applicable Bond(s) shall be adjusted accordingly.

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

5.3.1 E-Verify

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

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

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

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

5.3.2 Legally Authorized Workforce

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

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

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

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

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

5.3.2.3 Good faith claims/beliefs of the Contractor's use of unauthorized workers must be reported to both of the following agencies: The County's Compliance

Services hotline at (813) 272-6554; and ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE (1-866-347-2423).

5.3.3 IMAGE Best Practices

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

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

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

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

5.3.3.4 Require the Form I-9 and E-Verify process to be conducted only by individuals who have received appropriate training and include a secondary review as part of each employee's verification to minimize the potential for a single individual to subvert the process.

5.3.3.5 Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.

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

5.3.3.7 Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when practicable, incorporate the verification requirements in Subcontractor agreements.

5.3.3.8 Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

5.3.3.9 Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

5.3.3.10 Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

5.3.3.11 Maintain copies of any documents accepted as proof of identity and/or employment authorization for all new hires.

5.4 Contractor Use of Hillsborough County for Marketing Prohibited

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

5.5 Contractor's Responsibilities

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work and/or Project. If the Contractor observes that the Specifications are at variance with such laws, ordinances, rules or regulations, then the Contractor will give the County prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order, Unilateral Change Order or Modification Agreement to the Contract. If the Contractor performs any Work knowing that such

Work is contrary to such laws, ordinances, rules and regulations and without giving such notice to the County, the Contractor will bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to ensure that the Specifications are in accordance with such laws, ordinances, rules and regulations.

5.6 County as Intended Beneficiary of Subcontracts

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

5.7 Emergencies

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

5.8 Failure to Perform

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

5.8.1 Obtain the goods, Services and/or Work from another contractor; and/or

5.8.2 Terminate the Contract; and/or

5.8.3 Suspend/debar the Contractor from bidding on County solicitation documents for a period of up to twenty-four (24) months; and/or

5.8.4 Pursue any and all other remedies available to the County.

5.9 Fiscal Non-Funding/Availability of Funding

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

5.10 Force Majeure

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

5.11 Hand Sanitizer Ordinance (05-8)

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

5.12 Equal Employment Opportunity; Non-Discrimination Clause

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

5.12.1 Hillsborough County

5.12.1.1 Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits discrimination on the basis of race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in apprenticeships, training programs, employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

5.12.1.2 Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that the County shall not deprive any person of any right because of race, sex, age, national origin, religion, disability or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

5.12.2 State of Florida

5.12.2.1 Florida Constitution, Preamble and Article I, section 2 protect citizens from being deprived of inalienable rights because of gender, race, religion, national origin, or physical disability.

5.12.2.2 Florida Statutes section 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.

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

5.12.2.4 Florida Statutes section 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.

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

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

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

5.12.2.8 Florida Statutes section 725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for services performed.

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

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

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

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

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

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

5.12.3 Federal

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

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

5.12.3.3 Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P.L. 102-166, 105 Stat.1071, and the Lilly Ledbetter Fair Pay Act of 2009, P.L. 111-2, 123 Stat. 5.

- 5.12.3.4 Civil Rights Acts of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. section 1981.
- 5.12.3.5 Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.
- 5.12.3.6 Civil Rights Restoration Act of 1987, P.L. 100-259, 102 Stat. 28.
- 5.12.3.7 Civil Rights Act of 1991, P.L. 102-166, 105 Stat. 1071.
- 5.12.3.8 Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73,42 U.S.C. 3601 et seq.
- 5.12.3.9 Equal Opportunity Regulations, 41 CFR section 60-1.4, as amended.
- 5.12.3.10 Standards for a Merit System of Personnel Administration, 5 CFR section 900.601 et seq.
- 5.12.3.11 Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, 41 CFR Chapter 60.
- 5.12.3.12 Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended.
- 5.12.3.13 Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.
- 5.12.3.14 Age Discrimination in Employment Act of 1967, 29 U.S.C. section 621 et seq., P.L. 90-202, as amended.
- 5.12.3.15 Age Discrimination Act of 1975, 42 U.S.C. section 6101 et seq., P.L. 94-135, 89 Stat. 728, as amended.
- 5.12.3.16 Older Americans Amendments of 1975, 42 U.S.C. section 3001 et seq., P.L. 94-135, 89 Stat 713.
- 5.12.3.17 Americans with Disabilities Act of 1990, 42 U.S.C. section 12101 et seq., as amended by the ADA Amendments Act of 2008, P.L. 110-325, 122 Stat. 3554.
- 5.12.3.18 Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. section 4212, as amended.
- 5.12.3.19 Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- 5.12.3.20 State and Local Fiscal Assistance Act of 1972, as amended.

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

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

5.12.3.23 Executive Order 13673, Fair Pay and Safe Workplaces.

5.12.4 If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows:

5.12.4.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

5.12.4.2 The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

5.12.4.4 The Contractor will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising

the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

5.12.4.8 The Contractor will include the provisions of the subparagraphs contained in this section titled "5.12.4 If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows" in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

5.13 Indemnification

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

5.13.2 Patent and Copyright Indemnification - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall indemnify, defend, and hold harmless the County from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a County's misuse or modification of Contractor's products or County's operation or use of Contractor's products in a manner not contemplated by the Contract.

If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may, at its sole expense, procure for the County the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the product, the Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. The County shall not be liable for any royalties.

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

5.13.3.1 written notice of any action or threatened action;

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

5.13.3.3 assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the County in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

5.14 Injury and/or Damage Claims

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

5.15 Interpretation and Intent of Contract Documents

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

5.16 Laws and Regulations

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

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

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

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

5.17.1 813-272-5790,

5.17.2 StromerS@HCFL.gov,

5.17.3 Procurement Services, 601 E. Kennedy Blvd., 25th Floor, Tampa, Florida 33602.

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

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

5.17.5 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.

5.17.6 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the County.

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

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

5.18 Maintenance of Records/Public Records Law

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

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

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

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

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

5.19 No Assignment of Contract

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

5.20 Non-Exclusive Contract

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

5.21 Notices to Contractor

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

5.22 Notices to the County

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

5.23 Payment and Completion

5.23.1 The Project Manager, within fifteen (15) Days of receipt of each invoice will either approve or reject the invoice. If the Project Manager rejects the invoice, then the invoice will be returned to the Contractor and will state, in writing, the reason for rejecting the invoice. In the event the Contractor receives a rejected invoice, the Contractor may make the necessary corrections and resubmit the invoice to the Project Manager. Within thirty (30) Days of approval of an invoice for payment, the County will pay the Contractor the amount approved.

5.23.2 The Project Manager's approval of any payment requested in an invoice shall constitute a representation by the Project Manager to the County that the conditions precedent to the Contractor being entitled to payment as set forth herein have been fulfilled.

5.23.3 The Project Manager's approval of final payment shall constitute an additional representation by him/her to the County that the conditions precedent to the Contractor's being entitled to final payment as set forth herein have been satisfied.

5.23.4 The Project Manager may refuse to approve, in whole, or in part, an invoice if, in his/her opinion, he/she is unable to make the representation to the County that all the conditions precedent to the Contractor being entitled to payment have been satisfied. The Project Manager may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous approval of such payment, to such extent as may be necessary in his/her opinion to protect the County from loss because:

5.23.4.1 The Work is defective;

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

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

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

5.24 Payment to Contractor by Electronic Payment Solution

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

5.25 Payment to Subcontractors

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

5.26 Performance Standards and Product Quality

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

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

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

Contractor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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

5.28 Project Manager's Status

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

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

5.29 Severability

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

5.30 Solid Waste Collection and Disposal

Solid Waste Collection and Disposal; Hillsborough County, Florida - Code of Ordinances and Laws, Part B, Public Utilities, Chapter 130, Article II. (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the Contractor to remove or dispose of solid waste.) Pursuant to Hillsborough County, Florida - Code of Ordinances and Laws, Part B, Public Utilities, Chapter 130, Article II (Solid Waste Collection and Disposal), as amended, all solid waste accumulated as a result of this Contract that the Contractor is required

to remove and dispose of, and which the Contractor chooses not to self haul, shall be removed and disposed of by one of the three authorized Hillsborough County solid waste franchise collectors. For a list of the authorized franchise collectors, please contact the Public Works Department/Solid Waste Division at 813-272-5680. The use of any other company or entity for the collection and disposal of solid waste in the Hillsborough County solid waste service area may be a violation of Chapter 130, Hillsborough County, Florida Code of Ordinances and Laws, Part B, Public Utilities, as amended.

5.31 Starting the Work

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

5.32 Statement of Assurance

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

5.33 Suspension of Work

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

Question Set 1: Bidder Requirements/Acknowledgements

#	Question	Response	Comment	Status
Affirmations				
1.1.1	Company Name	Eurofins Environment Testing Southeast, LLC (Eurofins Orlando)		Complete
1.1.2	Federal Employer Identification Number (FEIN)	87-2895395		Complete
1.1.3	Name of person submitting the Bid.	Gary Wood		Complete
1.1.4	Title of person submitting the Bid.	Proposal Manager		Complete
1.1.5	I represent that I am at least eighteen (18) years of age.	Yes		Complete
1.1.6	I represent that the printing of my name and the submittal of a Bid is intended to authenticate this writing and to have the same force and effect as my manual signature.	Yes		Complete
1.1.7	I represent that I am either authorized to bind the Bidder, or that I am submitting the Bid on behalf of and at the direction of the Bidder's representative authorized to contractually bind the Bidder.	Yes		Complete
1.1.8	I represent that the Bidder and/or its applicable representative(s) has reviewed the information contained in this Bid and that the information submitted is accurate.	Yes		Complete
1.1.9	At this present time, we understand all requirements and state that as a serious Bidder we will comply with all the stipulations included in this Solicitation Document.	Yes		Complete
The above-named Bidder affirms and declares:				
1.2.1	Bidder affirms and declares that the Bidder is of lawful age and that no other person, firm or corporation has any interest in this Bid or in the Contract proposed to be entered into.	Yes		Complete
1.2.2	Bidder affirms and declares that this Bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Bid for the same purpose, and is, in all respects, fair and without collusion or fraud.	Yes		Complete
1.2.3	Bidder affirms and declares that the Bidder is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County.	Yes		Complete
1.2.4	Bidder affirms and declares that no officer or employee or person whose salary is payable, in whole or in part, from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Bid; in the performance of this Contract, in the supplies, materials, equipment, and Services and/or Work to which they relate; or in any portion of the profits thereof.	Yes		Complete

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

1.3.3	<p>Bidder requests to opt out of payment from the County by direct deposit through the ACH electronic payment solution.</p> <p>Note: If Bidder is already enrolled in the County's ACH solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.</p> <p>The Bidder's choice to opt out of payment by direct deposit through the ACH electronic payment solution will NOT be considered in the award of the Bid.</p>	No		Complete
20 Questions		100.00% Complete		

Responses

Success: All data is valid!

Status	#	Item	Unit of Measure	Estimated Quantities	Numeric	Total Cost
					Unit Price	
Success: All values provided	#0-1	200.7 Metals by ICP (Common metals such as Al, Sb, As, Ba, Be, Cd, Ca, Cr, Co, Cu, Fe, Pb, Mg, Mn, Mo, Ni, K, Se, Ag, Na, Sr, Tl, Zn)	Each	2000	\$ 5.00	\$ 10,000.00
Success: All values provided	#0-2	200.8 - Metals by ICP-MS (Common metals such as Al, Sb, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Mn, Mo, Ni, Se, Ag, Sr, Tl, Zn)	Each	4200	\$ 5.00	\$ 21,000.00
Success: All values provided	#0-3	1631 E - Mercury, Low Level	Each	375	\$ 49.00	\$ 18,375.00
Success: All values provided	#0-4	245.1\SM3112B - Mercury	Each	145	\$ 15.00	\$ 2,175.00
Success: All values provided	#0-5	504.1 - EDB/DBCP	Each	86	\$ 34.00	\$ 2,924.00
Success: All values provided	#0-6	508 - Pesticides	Each	55	\$ 75.00	\$ 4,125.00
Success: All values provided	#0-7	515 - Herbicides	Each	40	\$ 85.00	\$ 3,400.00
Success: All values provided	#0-8	615 - Herbicides	Each	20	\$ 95.00	\$ 1,900.00
Success: All values provided	#0-9	524.2 - Volatiles	Each	550	\$ 47.50	\$ 26,125.00
Success: All values provided	#0-10	525.2 - Semi Volatiles	Each	60	\$ 90.00	\$ 5,400.00
Success: All values provided	#0-11	531.1 - Carbamates	Each	55	\$ 60.00	\$ 3,300.00

Success: All values provided	#0-12	547 - Glyphosate	Each	55	\$ 50.00	\$ 2,750.00
Success: All values provided	#0-13	548 - Endothall	Each	55	\$ 50.00	\$ 2,750.00
Success: All values provided	#0-14	549.2 - Diquat/Paraquat	Each	55	\$ 60.00	\$ 3,300.00
Success: All values provided	#0-15	552 - Haloacetic Acids	Each	525	\$ 55.00	\$ 28,875.00
Success: All values provided	#0-16	608 - Organochlorine Pesticides/PCBs	Each	231	\$ 75.00	\$ 17,325.00
Success: All values provided	#0-17	608.3 Low Level Heptachlor	Each	55	\$ 70.00	\$ 3,850.00
Success: All values provided	#0-18	624 - Organics, includes TTHMs	Each	455	\$ 48.00	\$ 21,840.00
Success: All values provided	#0-19	625 - BNAs	Each	250	\$ 70.00	\$ 17,500.00
Success: All values provided	#0-20	625 (Extraction Only)	Each	15	\$ 0.00	\$ 0.00
Success: All values provided	#0-21	1613 - Dioxin	Each	25	\$ 300.00	\$ 7,500.00
Success: All values provided	#0-22	420.1\420.2 - Phenols	Each	250	\$ 20.00	\$ 5,000.00
Success: All values provided	#0-23	6630 C / ASTM D3086-90. Methoxychlor	Each	20	\$ 105.00	\$ 2,100.00
Success: All values provided	#0-24	300.0 - Anions by IC (Common anions such as F, Cl, Br, NO2, NO3, PO4, SO4)	Each	228	\$ 7.00	\$ 1,596.00
Success: All values provided	#0-25	300.1 - Anions by IC (Common anions such as BrO3, Br, ClO3, ClO2)	Each	165	\$ 12.50	\$ 2,062.50

Success: All values provided	#0-26	2540 B / 200.7 - Calcium Hardness (as CaCO3)	Each	164	\$ 10.00	\$ 1,640.00
Success: All values provided	#0-27	2120 B - Color Apparent	Each	50	\$ 8.00	\$ 400.00
Success: All values provided	#0-28	2510 B - Conductivity (Specific conductance)	Each	132	\$ 6.00	\$ 792.00
Success: All values provided	#0-29	5540 C - Foaming Agents (MBAs)	Each	90	\$ 35.00	\$ 3,150.00
Success: All values provided	#0-30	2150 B - Odor	Each	15	\$ 12.00	\$ 180.00
Success: All values provided	#0-31	4500-H+ - pH	Each	30	\$ 5.00	\$ 150.00
Success: All values provided	#0-32	4500-S2F - Sulfide	Each	80	\$ 15.00	\$ 1,200.00
Success: All values provided	#0-33	Dissolved Sulfide SM4500-S2D	Each	150	\$ 15.00	\$ 2,250.00
Success: All values provided	#0-34	2540 C - Total Dissolved Solids	Each	1576	\$ 9.50	\$ 14,972.00
Success: All values provided	#0-35	2340 - Total Hardness	Each	54	\$ 10.00	\$ 540.00
Success: All values provided	#0-36	2540 - Total Suspended Solids	Each	718	\$ 9.50	\$ 6,821.00
Success: All values provided	#0-37	2130 B / 180.1 - Turbidity	Each	90	\$ 6.00	\$ 540.00
Success: All values provided	#0-38	5210 B - Biochemical Oxygen Demand (BOD)	Each	75	\$ 16.00	\$ 1,200.00
Success: All values provided	#0-39	5210 B - Carbonaceous BOD	Each	728	\$ 16.00	\$ 11,648.00
Success: All values provided	#0-40	522-1, 4 Dioxane	Each	15	\$ 70.00	\$ 1,050.00

Success: All values provided	#0-41	5220 D / 410.4 Chemical Oxygen Demand	Each	350	\$ 13.00	\$ 4,550.00
Success: All values provided	#0-42	5310 SM - Dissolved Organic Carbon	Each	30	\$ 18.00	\$ 540.00
Success: All values provided	#0-43	5310 B - Toal Organic Carbon	Each	45	\$ 18.00	\$ 810.00
Success: All values provided	#0-44	53101B Total Organic Carbon	Each	45	\$ 18.00	\$ 810.00
Success: All values provided	#0-45	Unionized Ammonia by Calculation	Each	30	\$ 13.00	\$ 390.00
Success: All values provided	#0-46	EPA 353.2 - Nitrate as N	Each	360	\$ 8.00	\$ 2,880.00
Success: All values provided	#0-47	EPA 353.2 - Nitrite as N	Each	360	\$ 8.00	\$ 2,880.00
Success: All values provided	#0-48	EPA 353.2 - Nitrate-Nitrite as N	Each	360	\$ 8.00	\$ 2,880.00
Success: All values provided	#0-49	Organic Nitrogen by Calculation	Each	140	\$ 0.00	\$ 0.00
Success: All values provided	#0-50	4500-P / 365.1 - Ortho Phosphate	Each	140	\$ 13.00	\$ 1,820.00
Success: All values provided	#0-51	350.1 - Total Ammonia nitrogen	Each	500	\$ 13.00	\$ 6,500.00
Success: All values provided	#0-52	351.2 - Total Kjeldahl Nitrogen	Each	1000	\$ 14.00	\$ 14,000.00
Success: All values provided	#0-53	total Nitrogen by Calculation	Each	100	\$ 0.00	\$ 0.00
Success: All values provided	#0-54	365.4 - Total Phosphorus, as P	Each	1000	\$ 14.00	\$ 14,000.00
Success: All values provided	#0-55	4500-NH3 / 350.1 - Total Ammonia, Distilled	Each	60	\$ 14.00	\$ 840.00

Success: All values provided	#0-56	EPA 350.1 - Prep-Distillation, Ammonia	Each	60	\$ 0.00	\$ 0.00
Success: All values provided	#0-57	SM9223 B - Total Coiform & E. Coli (P/A)	Each	50	\$ 15.00	\$ 750.00
Success: All values provided	#0-58	SM 9215 - Heterotrophic Plate Count	Each	250	\$ 15.00	\$ 3,750.00
Success: All values provided	#0-59	9230 - C - Enterococci	Each	75	\$ 22.00	\$ 1,650.00
Success: All values provided	#0-60	9222 D - Fecal Coliform by MF	Each	75	\$ 14.00	\$ 1,050.00
Success: All values provided	#0-61	EPA 1623 Cryptosporidium	Each	210	\$ 315.00	\$ 66,150.00
Success: All values provided	#0-62	EPA 1623 Giardia Lamblia	Each	210	\$ 315.00	\$ 66,150.00
Success: All values provided	#0-63	100.1 - Asbestos	Each	15	\$ 150.00	\$ 2,250.00
Success: All values provided	#0-64	10200 H - Chlorophyll	Each	650	\$ 40.00	\$ 26,000.00
Success: All values provided	#0-65	10200 H - Chlorophyll a, Paeophytin Corrected	Each	754	\$ 40.00	\$ 30,160.00
Success: All values provided	#0-66	ASTM D4282 - Free Cyanide	Each	45	\$ 25.00	\$ 1,125.00
Success: All values provided	#0-67	SM4500 CN-G / 335.1, Cyanide, Amenable	Each	307	\$ 30.00	\$ 9,210.00
Success: All values provided	#0-68	335.4 - Total Cyanide, low level	Each	285	\$ 25.00	\$ 7,125.00
Success: All values provided	#0-69	1666 - Pharmaceuticals (such as Ethyl acetate, Isopropyl acetate, N-Amyl Acetate)	Each	66	\$ 175.00	\$ 11,550.00

Success: All values provided	#0-70	1664 - HEM & HEM-SGT	Each	600	\$ 38.00	\$ 22,800.00
Success: All values provided	#0-71	2520 - Salinity	Each	60	\$ 8.00	\$ 480.00
Success: All values provided	#0-72	8260 - 2-propanone (acetone)	Each	60	\$ 30.00	\$ 1,800.00
Success: All values provided	#0-73	4500 S2H - Un-ionized Hydrogen Sulfide	Each	60	\$ 14.00	\$ 840.00
Success: All values provided	#0-74	900.0 - Gross Alpha/Beta	Each	75	\$ 90.00	\$ 6,750.00
Success: All values provided	#0-75	903.1 - Radium 226	Each	55	\$ 70.00	\$ 3,850.00
Success: All values provided	#0-76	904.0 / EPA Ra-05 - Radium 22	Each	45	\$ 75.00	\$ 3,375.00
Success: All values provided	#0-77	EPA 200.8 - Uranium	Each	15	\$ 40.00	\$ 600.00
Success: All values provided	#0-78	906 - Tritium	Each	15	\$ 105.00	\$ 1,575.00
Success: All values provided	#0-79	8081 - Pesticides	Each	20	\$ 75.00	\$ 1,500.00
Success: All values provided	#0-80	8082 - PCBs	Each	20	\$ 59.00	\$ 1,180.00
Success: All values provided	#0-81	8151 A - Chlorinated Herbicides	Each	25	\$ 85.00	\$ 2,125.00
Success: All values provided	#0-82	8260 - Volatiles	Each	70	\$ 50.00	\$ 3,500.00
Success: All values provided	#0-83	8270 - Semi Volatiles	Each	70	\$ 95.00	\$ 6,650.00
Success: All values provided	#0-84	8141 - Organochlorine Pesticides	Each	20	\$ 95.00	\$ 1,900.00

Success: All values provided	#0-85	6010 Metals (Common metals such as Al, Sb, As, Ba, Be, Cd, Cr, Cu, Pb, Mn, Mo, Ni, K, Se, Ag, Na, Ti, Zn)	Each	4000	\$ 5.00	\$ 20,000.00
Success: All values provided	#0-86	7471 - Mercury	Each	65	\$ 15.00	\$ 975.00
Success: All values provided	#0-87	1311/7471 - TCLP Mercury	Each	27	\$ 40.00	\$ 1,080.00
Success: All values provided	#0-88	1311/8260 - TCLP Volatile Organic Compounds	Each	30	\$ 75.00	\$ 2,250.00
Success: All values provided	#0-89	1311/6010 - TCLP Metals	Each	30	\$ 50.00	\$ 1,500.00
Success: All values provided	#0-90	1311/SW846, TCLP Semivolatile Organic Compounds	Each	21	\$ 95.00	\$ 1,995.00
Success: All values provided	#0-91	1311/8151 TCLP Herbicides	Each	40	\$ 95.00	\$ 3,800.00
Success: All values provided	#0-92	1311/8081 TCLP Pesticides	Each	30	\$ 70.00	\$ 2,100.00
Success: All values provided	#0-93	9012/9014 - Total Cyanide	Each	140	\$ 24.00	\$ 3,360.00
Success: All values provided	#0-94	9066 - Phenolics	Each	30	\$ 24.00	\$ 720.00
Success: All values provided	#0-95	ASTM 5057 - Specific Gravity	Each	30	\$ 30.00	\$ 900.00
Success: All values provided	#0-96	9038/9056 - Sulfate	Each	10	\$ 12.00	\$ 120.00
Success: All values provided	#0-97	2540 G - Total Solids, % Dry	Each	250	\$ 6.00	\$ 1,500.00
Success: All values provided	#0-98	2540 G - Total Solids, % Volatile	Each	200	\$ 10.00	\$ 2,000.00

Success: All values provided	#0-99	Paint Filter Test (State Certification NR)	Each	27	\$ 8.00	\$ 216.00
Success: All values provided	#0-100	EPA 353.2 - Nitrate+Nitrite as N, % Dry Weight	Each	15	\$ 20.00	\$ 300.00
Success: All values provided	#0-101	EPA 351.2 - Total Kjeldahl Nitrogen, % Dry Weight	Each	500	\$ 20.00	\$ 10,000.00
Success: All values provided	#0-102	Total Nitrogen, % Dry Weight by Calculation	Each	12	\$ 0.00	\$ 0.00
Success: All values provided	#0-103	EPA 365.4 - Total Phosphorus, % Dry Weight	Each	250	\$ 18.00	\$ 4,500.00
Success: All values provided	#0-104	Sucralose SOP #: 2014-O-130.1	Each	225	\$ 495.00	\$ 111,375.00
Success: All values provided	#0-105	Rads-DW (900.0 - Gross Alpha/Beta, 904.0 / EPA Ra-05 - Radium 228)	Each	30	\$ 120.00	\$ 3,600.00
Success: All values provided	#0-106	Rads-ENV (900.0 - Gross Alpha/Beta, 903.1 - Radium 226, 904.0 / EPA Ra 05 - Radium 228)	Each	30	\$ 190.00	\$ 5,700.00
Success: All values provided	#0-107	Total and Calcium Hardness by EPA 200.7 (2540 B / 200.7 - Calcium Hardness (as CaCO3), 2340 - Total Hardness)	Each	500	\$ 12.00	\$ 6,000.00
Success: All values provided	#0-108	Bicarbonate (HCO3) SM2320B	Each	250	\$ 8.00	\$ 2,000.00
Success: All values provided	#0-109	Total Alkalinity SM2320B	Each	250	\$ 8.00	\$ 2,000.00
Success: All values provided	#0-110	Total Chloride SM4500	Each	250	\$ 8.00	\$ 2,000.00
Success: All values provided	#0-111	Total Potassium SW846	Each	250	\$ 8.00	\$ 2,000.00

Success: All values provided	#0-112	EPA 200.7 Dissolved Iron	Each	30	\$ 8.00	\$ 240.00
Success: All values provided	#0-113	PFAS EPA 533	Each	240	\$ 195.00	\$ 46,800.00
Success: All values provided	#0-114	PFAS EPA 537 & 537.1	Each	240	\$ 170.00	\$ 40,800.00
Success: All values provided	#0-115	PFAS EPA 1633	Each	300	\$ 299.00	\$ 89,700.00
Basket Total						\$ 969,981.50
Grand Total						\$ 969,981.50

Question Set 1: General Requirements

#	Question	Response	Comment	Status
1.0.1	Deviation(s): Any representation of deviation(s) may cause this Bid to be rejected by Hillsborough County. The following represents every deviation (itemized by number) to the foregoing Invitation to Bid upon which this Bid is based.	None		Complete
1 Questions		100.00% Complete		



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Eurofins Environment Testing Southeast 481 Newburyport Avenue Altamonte Springs, FL 32701	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Hillsborough County Board of Commissioners is included as an Additional Insured as respects to General Liability.

INSURER AFFORDING COVERAGE: Fireman's Fund Indemnity Corporation **NAIC#:** 11380
POLICY NUMBER: USL03044324 **EFF DATE:** 01/01/2024 **EXP DATE:** 01/01/2027

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Liability	Each Poll Condition:	\$5,000,000
	Aggregate:	\$5,000,000

INSURER AFFORDING COVERAGE: Great Northern Insurance Company **NAIC#:** 20303
POLICY NUMBER: 9951-0639 **EFF DATE:** 01/01/2025 **EXP DATE:** 01/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Event	\$5,000,000
Claims-Made	Aggregate Limit	

Retro Date: January 1, 1990