

Invitation to Bid

Temporary North Area Mowing and Landscaping Services

ITB-27-00027

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-27-00027**

SOLICITATION TITLE: **Temporary North Area Mowing and Landscaping Services**

BRIEF DESCRIPTION: The Hillsborough County Board of County Commissioners (County) is seeking competitive sealed bids from experienced and qualified contractors to provide temporary mowing and landscaping maintenance services at various Water Resources Department facilities located throughout Hillsborough County for a three (3)-month period.

DUE DATE & TIME: **November 19, 2026, 2:00 P.M.** Eastern Time (as recorded by the County's Electronic Bidding System)

ISSUING DEPARTMENT DIRECTOR:

The Director of Procurement is considered the issuing department director for the purpose of Section 2-567(c) of the Hillsborough County Procurement Protest Policy and Procedures Ordinance.

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

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

QUESTIONS:

- Questions regarding technical difficulties or errors encountered while submitting proposals through Euna Procurement must be directed to

Euna Procurement Support at 1-844-226-3862 or support.bonfire@eunasolutions.com.

- Questions regarding the specifications or solicitation document must be directed to the County using the "messages" section in Euna Procurement for this particular procurement.

- To be given consideration, such requests must be received no later than ten (10) calendar days after the date of Solicitation issuance in Euna Procurement, site visit, or pre-bid conference, whichever is later.

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

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

INSURANCE: Insurance coverage **is** required for this procurement. Please see **ITB-27-00027 Insurance Requirements Attachment** and **Special Terms and Conditions**.

SURETY (BONDS): Bid, performance, and/or payment surety **is not** required for this procurement.

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.

DIGITAL ACCESSIBILITY COMPLIANCE:

Any and all information and communications technology developed, provided, procured, maintained, or otherwise made available under this Contract and intended for public access or use, shall comply with various accessibility standards. Please see **General Terms and Conditions** for complete details and requirements.

1. SPECIFICATIONS

1.1. Scope

1.1.1 The Hillsborough County Board of County Commissioners (County) is seeking competitive sealed bids from experienced and qualified contractors to provide temporary mowing and landscaping maintenance services at various Water Resources Department (WRD) facilities located throughout Hillsborough County for a three (3)-month period.

1.1.2 The following attachments are provided for your review and use:

1.1.2.1 **Attachment A – North Region 2026**

1.1.2.2 **Attachment B – Group A Locations**

1.1.2.3 **Attachment C – Linear Feet Calculation**

1.1.2.4 **Attachment D – Mulch Calculation**

1.2. Applicable Publications, Terminology, and Acronyms

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

1.2.1 American National Standards Institute Z133.1 and A300-Part 1 (Safety and Pruning Standards).

https://www.standardsportal.org/usa_en/sdo/tcia.aspx

1.2.2 Florida Nursery, Growers and Landscape Association

https://fngla.org/

https://profile.fngla.org/FNGLA-Item-Details?id=24e531a8-0070-e911-80e7-0003ff6826b8&_gl=1*d6dhyt*_gcl_au*Nzg1ODQ4MDUuMTc5MDc4ODI2Mw..*_ga*MTAzOTcyNDAxMS4xNzkwNzg4MTc1*_ga_SWR3QJ35Y0*czE3OTA3ODgxNzQkbzEkZzEkdDE3OTA3ODgyNjgkajU0JGwwJGgw&reload=timezone

1.2.3 Florida Statutes, Section 373.62 (2)

https://www.leg.state.fl.us/Welcome/index.cfm?CFID=315990505&CFTOKEN=510974a22bba3f29-4A5CDD81-DA45-8662-5EE627751685CAA6

HCFL.gov/Vendors
(813) 272-5790
Hillsborough County Florida
Procurement Services

1.2.4 Environmental Protection Agency, non-restricted, approved, biodegradable, non-bioaccumulating chemical herbicide with dye.

https://www.epa.gov/safepestcontrol/search-registered-pesticide-products

1.2.5 Florida Department of Agriculture and Consumer Services.

https://www.fdacs.gov/

The following terminology shall apply to these Specifications:

1.2.6 "Bank" shall mean the slope of land between the Berm and the adjoining body of water.

1.2.7 "Berm" shall mean the ledge, shelf, or flat area along the top edge of the slope.

1.2.8 "Debris and Litter" shall mean, but is not limited to, varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, plastics, diapers, cigarette butts, small outdoor advertisement signs, grass, weeds, brush, sticks, tree limbs, trimmings, Vegetation, and other items to be removed under this Solicitation.

1.2.9 "Edging" shall mean the cut edge at the limits of Turf or Vegetation. Typically, a vertical cut performed with a mechanical type of blade edger.

1.2.10 "Fixed Object" shall mean an object (i.e., monitoring wells, gas wells, tanks, piping, etc.) within the Finish and/or Field Mowing area that is not permitted to have herbicides used on or around it.

1.2.11 "Grill Plate/Cover" shall mean any type of pond drainage cover or plate intended to keep Debris out of a drainage line or pathway so that water will flow from one location to another.

1.2.12 "Mowing" shall mean to cut down grass or Vegetation with a mechanical device. Also called Finish Mowing and Field Mowing.

1.2.13 "One-Time Cleanup" shall mean service to restore the appearance of the Facility to an acceptable service level.

1.2.14 "Plans" shall mean diagrams/drawings from the County documenting the location, size, and limits of the Facility. Plans may include, but are not limited to, lists, spreadsheets, site plans, and/or GIS shape files.

1.2.15 "Retention Pond" shall mean a pond designed to catch runoff water from higher elevation areas that holds a specific amount of water.

1.2.16 "Reject Pond" shall mean a pond designed to hold a specific amount of water which has been discharged from a wastewater treatment plant that does not meet public access reuse standards.

1.2.17 "Scalping" shall mean the excessive removal of Turf grass leaf tissue during Mowing, resulting in the mower cutting into or excessively exposing the Turf grass crown, stolons, or soil surface, and producing a visibly damaged, excessively brown, or uneven appearance.

1.2.18 "Trimming" shall mean the maintenance of Vegetation at specified heights adjacent to any structure, fence, sidewalk, or paved area. Typically, a horizontal cut made by a monofilament string trimmer.

1.2.19 "Turf" shall mean grasses or grass-like ground cover established and maintained for lawn or landscape purposes, including the soil and root zone supporting the Turf.

1.2.20 "Vegetation" shall mean, but is not limited to, planted and/or natural grasses, weeds, vines, and other Vegetation within the work areas.

1.2.21 "Weeds/Weeding" shall mean a plant considered undesirable, unattractive, or troublesome, especially one growing where it is not wanted. The removal of weeds shall be done by pulling or plucking from the soil within a landscaped area. This shall typically be done by hand.

1.2.22 "Work Area" shall mean an area of property to be mowed, trimmed, edged, or having other Services applied as defined in these Specifications.

1.2.23 "Fast Growth Season" shall mean the period beginning April 1 and ending September 30.

1.2.24 "Slow Growth Season" shall mean the period beginning October 1 and ending March 31.

1.2.25 "Finish Mowing" shall mean the operation by authorized Contractor personnel of sufficient motorized grass-cutting equipment of suitable size and horsepower to accomplish the per-Site grass-cutting requirements to the specified Finished Mowing height identified in these Specifications.

1.2.26 "Field Mowing" shall mean the operation by authorized Contractor personnel of sufficient motorized grass-cutting equipment of suitable size and horsepower to accomplish the per-Site grass-cutting requirements to the specified Field Mowing height identified in these Specifications.

1.2.27 "Field Mowing Season" shall mean Mowing occurring once per month at equally spaced monthly intervals at each Field Mowing Site listed in **Attachment A – North Region 2026**, unless stated otherwise or as directed by the PM.

1.2.28 "Deliberate Fence Line Maintenance" shall mean cutting, Mowing, hand pulling, weed eating, spraying herbicide, or a combination of these methods on a quarterly basis to remove Vegetation growth from the designated Fence Line identified in **Attachment A - North Region 2026** to maintain Vegetation standoff.

1.2.29 "Additional Fence Line Maintenance" shall be performed on any section of Fence Line not identified in **Attachment A – North Region 2026** that has been previously cleared and does not rise to the level of requiring a clearing operation.

1.2.30 "Fence Line Clearing" shall mean clearing of a section of Fence Line that has not been maintained prior to the initiation of the Contract to establish Vegetation standoff and allow for subsequent Fence Line Maintenance. This type of Fence Line landscaping may require the use of heavy equipment, including, but not limited to, chainsaws, graders, and other clearing equipment.

1.2.31 "Headwalls" shall mean any structure built around the ends of drainage pipes or culverts where water enters or exits the ponds. They help support the pipe, stabilize the surrounding soil, and reduce erosion.

1.2.32 "Riprap" shall mean a layer of loose rocks or stones places along pond banks, drainage channels, slopes, and around inlet or outlet pipes to prevent soil erosion caused by flowing water or wave action.

1.2.33 "Spillway "shall mean a designated channel or structure that allows excess water to safely flow out of a pond when the water level rises above a certain point. It helps prevent uncontrolled overflow and protects the pond's banks and surrounding property from erosion and flooding.

1.2.34 "Group A Property" shall mean a mowing area of more than 100,000 square feet.

The following acronyms form a part of this specification:

ANSI	American National Standards Institute
AWWTP	Advanced Wastewater Treatment Plant
EPA	United States Environmental Protection Agency
FDACS	Florida Department of Agriculture and Consumer Services
FNGLA	Florida Nursery, Growers and Landscape Association
GIS	Geographic Information System
MSDS	Material Safety Data Sheet
PM	County's Project Manager (or designee)
PPE	Personal Protective Equipment
WRD	Water Resources Department

1.3. Minimum Requirements

1.3.1 The Contractor shall furnish all labor, materials, equipment, tools, permitting, services, expertise, and supervision necessary to perform the required services specified herein effectively, efficiently, and safely.

1.3.2 The Contractor shall comply with the ANSI Z133.1 and ANSI A300 – Part 1, Safety and Pruning Standards or current editions

1.3.3 The Contractor shall follow all established safety and security procedures, regulations and requirements.

1.3.4 Equipment

1.3.4.1 The County reserves the right to inspect the Contractor's equipment, at any time, during the term of the resulting Contract. Inspection of equipment by the County will not relieve the Contractor of its responsibility or liability for injury to people or damage to property caused by the operation of the equipment, nor will it relieve the Contractor of the responsibility to meet the established time for the completion of the Work.

1.3.4.2 The Contractor shall provide and maintain, throughout the term of the resulting Contract, all equipment, hand tools, and power tools, as required, to perform the specified Work identified in this Solicitation.

1.3.4.3 The Contractor shall provide equipment of types and quantities required to perform the Work as required under this Specifications and within the specified time periods.

1.3.4.4 The Contractor shall immediately remove equipment deficient in safety devices and keep said equipment out of service until the deficiency is corrected.

1.3.5 Personnel (Contractor Representative)

1.3.5.1 The Contractor shall assign and identify, to the PM, at least one (1) on-site, competent supervisor, per work site, who is able to communicate in English or have personnel readily available to translate. The supervisors shall be responsible for maintaining work site order, monitoring the Work, directing the Contractor's personnel during the operation and completion of Work, and to observe/enforce the County's safety and security requirements specific to the Contract and/or Work Order(s) being completed. The PM will not supervise the Contractor's staff.

1.3.5.2 The Contractor shall provide, to the PM, the supervisor(s) telephone number that will be answered by supervisor Monday through Friday between the hours of 7:00 A.M. and 5:00 P.M. Eastern Time.

1.3.5.3 The Contractor's supervisors shall be capable of identifying any existing and/or predictable hazards in the surroundings or working conditions of their assigned work sites. The Contractor's supervisors shall be responsible for ensuring compliance with applicable safety regulations and shall have the authority and responsibility to take prompt corrective measures, up to and including the removal of the Contractor's personnel from any work site. Operations determined to be unsafe by the PM to be a hazard or violation of the County's security or safety requirements shall be discontinued immediately by the Contractor upon the receipt of written or verbal notice to discontinue such operations by the PM.

1.3.5.4 The Contractor's staff shall be sufficiently qualified to perform the services contemplated herein in a safe, efficient, competent, and timely manner. The Contractor's personnel are prohibited from bringing unauthorized people, such as but not limited to,

friends and/or family members, onto a County work site. Should such an event occur, the PM will cause the removal of such unauthorized people from the County's work site.

1.3.5.5 The Contractor's personnel shall be properly attired in a manner appropriate and commensurate with the Work being performed and in compliance with all applicable safety standards and regulations. The County reserves the right to require Contractor's personnel to stop Work and leave the site if they are not dressed in accordance with these requirements. The Contractor shall ensure that each of its representatives wear a shirt that plainly and prominently identifies the Contractor's company name and/or which contains the Contractor's imprinted, embroidered, or an appliqué of the company logo affixed thereto. Such shirts shall be always worn by the Contractor's representatives in performance of this contract.

1.3.5.6 The Contractor shall provide appropriate and required PPE to its staff and shall ensure that PPE is properly used during the performance of all Work contemplated herein.

1.3.5.7 The Contractor shall ensure that each representative operating a motor vehicle in performance of the Contract is properly licensed by the State of Florida for operation of that vehicle.

1.3.5.8 The Contractor shall ensure additional representatives are available to provide coverage during scheduled representatives' holiday, vacation, or sick time to ensure uninterrupted Services.

1.3.6 Standard Services Mowing/Landscaping (Finish or Field)

1.3.6.1 Except as otherwise provided herein, the Contractor shall furnish all resources necessary to provide the following Services:

1.3.6.1.1 Mowing/Landscaping - Standard Service.

1.3.6.1.2 One-Time Cleanup.

1.3.6.1.3 Mulch.

1.3.6.1.4 Fence Line Vegetation Removal and Cleanup.

1.3.6.1.5 Ornamental Plant and Shrub Assessment.

1.3.6.1.6 Additional Manual Labor Hours.

1.3.6.2 Standard Service for Mowing/landscaping includes:

1.3.6.2.1 Clearing of Areas to be Mowed.

1.3.6.2.2 Mowing (Finish or Field) of all actively growing areas.

1.3.6.2.3 Edging and Line Trimming.

1.3.6.2.4 Vegetation Management and Weed Removal.

1.3.6.2.5 Ornamental Plant and Shrub Hedge Trimming and Shaping.

1.3.6.2.6 Pond and Storm Drain Grate Cleaning/Clearing.

1.3.6.2.7 Cleanup.

1.3.6.3 During the Fast Growth Season, the Contractor shall provide weekly Standard Service to the designated Finish Mowing/Landscaping area of each Facility listed in **Attachment A – North Region 2026**, unless otherwise directed by the PM.

1.3.6.4 During the Slow Growth Season, the Contractor shall provide Standard Service once every two (2) weeks at each Finish Mowing/Landscaping area of each Facility listed in **Attachment A – North Region 2026**, unless otherwise directed by the PM.

1.3.6.5 The County reserves the right to increase or decrease Mowing frequency as needed at any service location, dependent on weather and the timing of the active growing season.

1.3.6.6 Mowing shall be performed in accordance with the contemporary FNGLA Landscape Installation Manual, ensuring a smooth surface appearance without Scalping or leaving any uncut grass.

1.3.6.7 Mowing shall be performed in a careful manner to avoid damaging tree bark, tree supports, shrubs, sodded Berms, sprinkler heads, valves, manifolds, curbs, downspouts, or other items within or adjacent to the service area. Care shall also be taken to avoid intruding into ground cover beds.

1.3.6.8 The Contractor shall mow the grass evenly across the entire area, maintaining a consistent grass height in accordance the requirement listed herein:

1.3.6.8.1 Bahia or St. Augustine grass, standard varieties: four (4) inches.

1.3.6.8.2 Bahia or St. Augustine grass, dwarf varieties: two and one-half (2.5) inches.

1.3.6.8.3 For purposes of determining the appropriate mowing height, each Facility's Field Mowing and Finish Mowing areas shall be presumed to contain standard varieties of Bahia or St. Augustine grass unless otherwise directed by the PM. The PM shall determine the acceptability of Work performed by the Contractor. If the PM determines that a Site was not mowed appropriately, the Contractor shall redo the Site at no additional cost to the County. Dry Pond Beds and slopes shall be mowed to a height of six (6) inches. All grass clippings shall be blown out of the Pond Beds and slopes.

1.3.6.8.4 All grass and Vegetation around appurtenances, structures, gas wells, gas monitoring structures, pipe structures, and similar objects shall be mowed using hand tools to the same height and quality as the surrounding mowed area.

1.3.6.9 The Contractor shall strictly adhere to areas designated as NO MOW areas. These areas shall be clearly marked and shall not be maintained by the Contractor.

1.3.6.10 Clearing of Areas to be mowed includes removal of fallen tree limbs, palm fronds, similar Debris, and trash on areas to be mowed that would impede mowing activity or disperse mowed-over trash on the property. The Contractor may encounter mowing Sites having tall grass and Vegetation and various types of Debris and shall ensure these conditions are reflected within its capabilities and Contract pricing.

1.3.6.11 Finish Mowing shall occur at the time intervals specified for the Fast Growth Season and Slow Growth Season. Finish Mowing includes the entrance and right-of-way of each Facility, where applicable.

1.3.6.11.1 Finish Mowing shall be accomplished with a finishing deck on a weekly or bi-weekly basis depending on the Fast Growth Season or Slow Growth Season.

1.3.6.11.2 The PM may direct additional Mowing as needed.

1.3.6.12 Field Mowing shall occur at the time intervals specified for the Field Mowing Schedule. Typically, Field Mowing shall occur on large areas or acreage located within a Facility's geographic confines that are not part of the Facility's designated Finish Mowing area.

1.3.6.12.1 Field Mowing shall be accomplished with a Field Mowing deck (equipment).

1.3.6.12.2 Exceptions to the Field Mowing Schedule include specific Facilities identified in **Attachment A – North Region 2026** that require Mowing on a quarterly basis only.

1.3.6.13 Edging and Line Trimming includes mechanical edging and/or line trimming of all areas bordering grassy areas, such as entrance roads, internal roads and paths, parking lots, buildings, curbing, mulched and non-mulched planter beds, sidewalks, concrete slabs, walls, tanks, and similar areas. The Contractor shall ensure that tree trunks, shrubs, bushes, buildings, structures, landscaping, or any other permanent or temporary fixture are not damaged as a result of edging and trimming activities. Grass clippings and Debris shall not be blown into paved areas, onto building or tank exteriors, into storm drains, or into Ponds.

1.3.6.13.1 The cut edge shall appear as a clean, straight line.

1.3.6.13.2 Edged areas shall be neat and provide a distinct separation between grassy areas and paved, rocked, gravel, or mulched areas. Sidewalks and paved areas, including parking lots, shall be edged on both sides using mechanical edgers or line trimmers and shall be swept or blown clean. Lawn edges along sidewalks and curbs shall be edged during, before, or after each Mowing. Weeds or grass in cracks or joints may be treated

with a non-restricted, EPA-approved, biodegradable, non-bioaccumulating chemical herbicide with dye, provided such growth is treated before exceeding three (3) inches in height; otherwise, it shall be mechanically or manually trimmed prior to herbicide application. For edging Services along Fence Lines, the Contractor may use such approved herbicide products down to four (4) inches above ground to prevent Vegetation growth.

1.3.6.13.3 Chemical herbicides shall be used in the manner described on the label and as required by applicable regulatory agencies. Any herbicide used shall include the chemical dye described in Section 1.3.6.14.4. All parameters for herbicidal usage contained herein shall apply.

1.3.6.13.4 Line trimmers may be used around trees, telephone poles, fire hydrants, signposts, railings, buffer walls, culvert ends, and similar objects. Use of line trimmers shall be discontinued if their use results in damage to nearby plants, trees, or other objects. In such situations, the Contractor shall discuss an alternative trim method with the PM, who may approve or deny the recommended alternative.

1.3.6.13.5 The County shall require line trimming around reclaimed water spray fields, mechanical piping including concrete and metal pipe, electrical transformers and poles, and other structures within Field or Finish Mowing areas.

1.3.6.13.6 The Contractor shall line-trim a ten (10)-foot-wide area around all mechanical equipment and other structures located within Field Mowing or Finish Mowing areas. This work shall be performed at least once per month.

1.3.6.14 The Contractor shall perform the manual and/or mechanical removal of weeds and unwanted Vegetation from all plant beds and decorative/non-decorative landscaped areas at all Facilities. Adjoining paved areas shall be left in a clean, swept condition.

1.3.6.14.1 Where applicable, the Contractor may utilize an herbicidal treatment for Vegetation management and weed removal.

1.3.6.14.2 The Contractor shall use a non-restricted, EPA-approved, biodegradable, non-bioaccumulating chemical herbicide with dye.

1.3.6.14.3 The Contractor may apply an additional herbicide treatment to prevent re-growth.

1.3.6.14.4 When using herbicidal treatment for Vegetation Management and Weed Removal or Fence Line Vegetation Removal and Cleanup Services, the Contractor shall include an EPA-approved biodegradable blue or green spray indicator dye at a very low dilution rate to indicate treated areas.

1.3.6.14.5 When the Contractor intends to use herbicide for Vegetation management and/or weed removal/re-growth, the Contractor shall provide the PM with the official MSDS sheet for approval and a written plan/list of all intended areas to be treated not

HCFL.gov/Vendors
(813) 272-5790
Hillsborough County Florida
Procurement Services

less than two (2) weeks prior to the first application. The Contractor shall not spray herbicide near Ponds or in swales leading to or away from Ponds and shall not use non-selective herbicides to eradicate large swaths of grassed areas. At least two (2) weeks prior to treatment, the Contractor shall provide the PM with the name and product number of the indicator dye, manufacturer, color, dilution rate, and MSDS sheet for approval.

1.3.6.15 Weeds located in designated Field Mowing and/or Finish Mowing areas shall be mowed in the same manner as the Facility's standard grass variety.

1.3.6.16 The Contractor shall trim and shape hedges, ornamental decorative plants, bushes, and decorative bed Vegetation so that long, dead, or erratic shoots are eliminated. Dead palm fronds shall be removed from all palm trees with a height under six (6) feet. This Service shall be performed at all applicable Facilities.

1.3.6.17 All inlet/outlet grates and Pond and storm drains shall be cleaned and kept free of Debris, Litter, tree limbs, palm fronds, vegetative matter, and similar materials so that they flow freely.

1.3.6.18 The Contractor shall mow and otherwise maintain the inside Pond slope down to the existing water line of each Pond within the property boundaries unless specifically exempted. Herbicides or chemical sprays shall not be used to eradicate growth on Pond slopes or ditches leading into or away from Ponds. If a Pond bottom is dry and hard, the Contractor shall mow the dry/hard land surfaces. Wheeled/motorized grass-cutting equipment may be used under such conditions. Upon entering any Pond Berm, the Contractor shall raise and disengage all cutting blades to avoid Scalping the Berm. Motorized/wheeled equipment shall not be used when the land surface is soft or wet or where such equipment would damage the surface. Under such conditions, line trimmers or other hand-held mechanical devices shall be used to bring Vegetation and grass to the specified height. All grass clippings shall be removed from the Pond. No clippings shall be left below the top of the Pond Bank or Berm.

1.3.6.19 Cleanup includes the cleaning, removal, and disposal of trash, Litter, Debris, clumps of mowed grass, grass clippings, hedge trimmings, palm trimmings, downed small tree branches, and Debris on paved areas and parking lots by blowers or brooms. The Contractor shall ensure grass clippings are not deposited or blown into culverts, Ponds, or swales, or onto buildings, tanks, structures, or similar surfaces. Clippings shall be removed from storm sewer and culvert inlets. The Contractor shall repair any ruts or damage to slopes, Berms, and bottoms of dry Ponds/ditches caused by its activities.

1.3.7 One-Time Cleanup Services (Finish or Field)

1.3.7.1 The Contractor shall perform One-Time Cleanup only at the request of the PM and shall complete the One-Time Cleanup within thirty (30) Days of authorization. Upon completion, the Site shall be restored to an acceptable and serviceable level and ready to receive Mowing/Landscaping Standard Service. One-Time Cleanup includes:

HCFL.gov/Vendors
(813) 272-5790
Hillsborough County Florida
Procurement Services

1.3.7.1.1 Clearing of Areas to be Mowed.

1.3.7.1.2 Mowing (Finish or Field).

1.3.7.1.3 Edging and Line Trimming.

1.3.7.1.4 Vegetation Management and Weed Removal.

1.3.7.1.5 Ornamental Plant and Shrub Hedge Trimming and Shaping.

1.3.7.1.6 Pond and Storm Drain Grate Clearing/Cleaning.

1.3.7.2 One-Time Cleanup Services may require use of non-standard/oversized equipment such as a Bush Hog and additional personnel. The Contractor may utilize Subcontractors for One-Time Cleanup Services.

1.3.8 Mulch

1.3.8.1 Between January 1 and April 1, the Contractor shall, if directed by the PM, supply and install mulch at each Facility requiring such Services for designated plant beds and tree rings to a depth of four (4) inches after settling. A one (1) to two (2) inch mulch-free space shall be maintained around plant stems or tree trunks. The Contractor shall supply all mulch. Compensation shall be paid at the applicable Bid Table line-item price. See **Attachment D – Mulch Calculation** for mulch calculation.

1.3.8.2 The County requires only pine bark mulch at each Facility location.

1.3.9 Fence Line Clearing

1.3.9.1 Fence Line Clearing shall be performed only upon direction and authorization of the PM. A quote shall be provided prior to Work, a Purchase Order shall be issued, and then the Work shall be performed.

1.3.9.2 Once this maintenance is performed, the Fence Line shall receive Deliberate Fence Line Maintenance quarterly.

1.3.10 Additional Fence Line Maintenance

1.3.10.1 Additional Fence Line Maintenance shall be performed only upon direction and authorization of the PM. A quote shall be provided prior to Work, a Purchase Order shall be issued, and then the Work shall be performed.

1.3.10.2 Once this maintenance is performed, the Fence Line shall receive Deliberate Fence Line Maintenance quarterly. Deliberate Fence Line Maintenance shall be in addition to other scheduled Mowing identified in the Contract and does not negate any Mowing required under the Contract.

1.3.11 Fence Line Vegetation Removal and Cleanup

1.3.11.1 Fence Line Vegetation Removal and Cleanup includes removal of vines, brush, unwanted bushes, tall grass, weeds, limbs, and similar Vegetation. Removal on the outside of a Fence Line shall be Site-specific and performed only under the direction of the PM. Compensation shall be based on the accepted Bid Table price for line items identified for Deliberate Fence Line Maintenance or on a price-per-linear-foot basis for additional Fence Line cleanup, as approved by the PM. The distance on each side of the Fence Line shall be not less than two (2) feet and not more than 15 feet. Acceptable methods include Hand Removal, Herbicidal Treatment, Bush Hog, or a combination of these methods. The County reserves the right to limit the amount of linear footage cleaned in the County's best interest. The Contractor shall perform Fence Line Vegetation Removal and Cleanup at any Facility listed in **Attachment A – North Region 2026** when requested by the PM.

1.3.11.1.1 The Contractor may utilize mechanical equipment or remove Vegetation by hand.

1.3.11.1.2 Where applicable, the Contractor may use an herbicidal treatment for Vegetation removal with prior written approval from the PM.

1.3.11.1.3 Where Fence Lines abut Ponds or wetlands, herbicide removal is strictly prohibited. Mechanical or hand removal of Vegetation to within four (4) inches of grade shall be required.

1.3.11.1.4 The Contractor shall use a non-restricted, EPA-approved, biodegradable, non-bioaccumulating chemical herbicide with dye.

1.3.11.1.5 Herbicidal treatment shall include an EPA-approved biodegradable blue or green spray indicator dye at a very low dilution rate to indicate treated areas.

1.3.11.1.6 Before using herbicide for Vegetation removal, the Contractor shall provide the PM with the official MSDS sheet for approval and a written plan/list of all intended treatment areas at least two (2) weeks prior to the first application. Herbicide shall not be sprayed near Ponds or in swales leading to or away from Ponds. Non-selective herbicides shall not be used to eradicate large swaths of grassed areas.

1.3.11.1.7 When approved by the PM, the Contractor may use a Bush Hog to perform Fence Line Vegetation Removal and Cleanup.

1.3.12 Ornamental Plant and Shrub Assessment

Starting in January and before installation of new mulch, the Contractor shall assess the condition of all ornamental plants and shrubs located within decorative planter beds at all major Facilities. The Contractor shall submit the plant condition assessment in writing to the PM, identifying plants or shrubs that are damaged or dying and may require replacement.

HCFL.gov/Vendors
(813) 272-5790
Hillsborough County Florida
Procurement Services

1.3.13 Additional Labor Services

The Contractor shall provide additional manual labor Services as needed at any Facility listed in **Attachment A – North Region 2026** and shall supply all labor, tools, fuel, and other resources when requested by the PM. Additional Labor Services may include, but are not limited to, removal of existing grasses, removal of Vegetation on Facility Fence Lines, removal and replacement of dead plants and shrubs, pruning and shaping shrubs and ornamental plants around Facility structures, cleaning onsite culverts and flower beds, manual weeding around Facility structures, additional mulching, and other similar Work. The number of hours and persons performing the Work shall be pre-approved by the PM. Additional Labor Services shall be provided at the per-person hourly rate specified in the Contractor's Bid. Partial-hour reimbursement shall be rendered in quarter-hour increments.

1.3.14 WRD Region Specific Guidelines

1.3.14.1 The Contractor shall not use herbicides to eradicate growth on Fixed Objects identified on the aerial photos, Site maps, Plans, or diagrams included in **Attachment B – Group A Locations**. The Contractor shall be responsible for the cost of repairs to Fixed Objects damaged by the Contractor.

1.3.14.2 The Contractor shall ensure tree trunks, shrubs, extraction wells, condensate traps, leachate wells, monitoring wells, gas wells, air lines, isolation valves, and other Fixed Objects are not damaged as a result of Mowing and Trimming activities. The Contractor shall be responsible for repair costs for any items damaged by its activities.

1.3.14.3 The Contractor shall trim grass/Vegetation around all stormwater structures entering or exiting Contract Pond areas, including headwalls, rip-rap, spillways, Pond retention grill plates or covers, and pipes. The Contractor shall remove and properly dispose of all waste materials generated by its operations and all other trash, refuse, and Debris present on Pond grates and orifices, Banks, and accessible Pond bottoms.

1.3.14.3.1 The use of any herbicide is strictly forbidden in and/or around Ponds, Pond slopes, and Pond beds.

1.3.14.3.2 The Contractor shall edge and trim along Fence Lines, buildings, roads, concrete ditches, driveways, sidewalks, stormwater structures including headwalls, rip-rap, spillways, pipes, and other adjacent structures and appurtenances.

1.3.14.3.3 The Contractor shall use good judgment to determine whether areas are suitable to mow without damaging ditches and top or side slopes. Wet areas shall not be mowed. Any areas damaged by the Contractor shall be restored to their original condition at no additional cost to the County.

1.3.14.3.4 The Contractor shall remove all conspicuous grass clippings from designated Field Mowing areas.

HCFL.gov/Vendors
(813) 272-5790
Hillsborough County Florida
Procurement Services

1.3.14.3.5 The Contractor shall line-trim vegetation within a three (3)-foot radius of all spray heads and risers located within designated spray fields to ensure unobstructed sprinkler operation and adequate water distribution. This maintenance shall be performed at least once per month.

1.3.15 Debris and Litter Removal

The Contractor shall pickup, remove, and dispose of Debris and Litter within the maintained work site area(s) as follows:

1.3.15.1 Turf areas, landscape beds, property right-of-way areas, and areas around storm drains before mowing and prior to the completion of each service.

1.3.15.2 All sidewalks, pavement, parking areas, gutters, etc., shall be swept or blown clean after mowing.

1.3.15.3 Dirt and debris produced by edging or trimming shall be removed from adjacent hard surfaces, including but not limited to roadways, sidewalks, and parking areas.

1.3.15.4 The Contractor shall remove all pruning debris, branches, and byproducts from County property immediately following completion of Work.

1.3.15.5 Pruned palm material shall not be disposed of in any body of water.

1.3.15.6 The Contractor shall remove all Debris and Litter after each service; no Debris and Litter shall be mowed over. The Contractor shall not store or stockpile Debris and Litter within the project limits.

1.3.15.7 The Contractor shall transport Debris and Litter using equipment capable of preventing further distribution or loss of Debris and Litter along the roadway. The Contractor shall cover and secure all open top carriers with tarpaulins.

1.3.15.8 . Disposal of Debris and Litter shall be in accordance with applicable Federal, State, and Local Rules and Regulations.

1.3.15.9 The Contractor may be required to provide landfill receipts with invoice submittals.

1.3.16 Use of Chemicals

1.3.16.1 All chemical applications shall be in strict accordance with local, state, and federal laws and regulations.

1.3.16.2 All chemicals used shall be approved by the Florida Department of Agriculture and Consumer Services.

HCFL.gov/Vendors
(813) 272-5790
Hillsborough County Florida
Procurement Services

1.3.16.3 Material Safety Data Sheets (SDS) shall be provided to the PM for all chemicals intended for use, prior to the commencement of the Contract and shall be updated as required during the term of the Contract.

1.3.17 Damages to Property

1.3.17.1 The Contractor shall carry out required Services with such care as to avoid damage to public and private property. Should damage to property occur by fault of the Contractor, the Contractor shall notify the PM immediately, but no later than twenty-four (24) hours after the damage occurs.

1.3.17.2 The Contractor shall, at their expense, repair as is practical any damages to the satisfaction of the County or other owner of damaged or destroyed property. In the case of failure by the Contractor to repair or restore property or otherwise rectify damages, the County may repair, replace, or otherwise restore property at its discretion. If no further Work is to be performed and no other payments to the Contractor are due or expected, the County may bill the Contractor for the cost of such repairs.

1.3.18 Post-Award Meeting

After award and prior to receiving authorization from the PM, the Contractor shall meet with Department personnel to discuss procedures, issues, and expectations regarding execution of the Work.

1.3.19 Invoicing

1.3.19.1 The Contractor shall furnish the PM, preferably by email, with complete itemized invoices for fully rendered services on a weekly basis. Invoices are to reflect the prices as outlined in the Bid Pricing Table, per line item. All invoices will be approved by PM with all support documentation attached prior to payment. Invoices shall comply with and contain details as required by the County's Standard Purchase Order Terms and Conditions, as well as include the following additional information:

1.3.19.1.1 Applicable line-item number(s) for specific service(s) provided.

1.3.19.1.2 Location(s) of Work performed

1.3.19.1.3 Facility Service Area Number.

1.3.19.1.4 Date of Service.

1.3.19.1.5 Supporting documentation (e.g., Work Orders, inspection reports, disposal receipts/tickets, time sheets, or other required backup)

1.3.19.2 All invoices shall be submitted by the Tuesday following the completion of services.

1.3.19.3 Failure to provide complete and accurate documentation may result in delay or rejection of payment.

1.3.20 County Sites

1.3.20.1 Location of Facilities: Facilities designated to receive Landscape Services are identified in the solicitation Bid Table.

1.3.20.2 Aerial Photos, Site Maps, Plans or Diagrams: Any aerial photos, Site maps, Plans, or diagrams included in **Attachment B – Group A Locations** are provided solely for purposes of Site location perspective. They do not necessarily represent actual or current Site conditions at the time the Contract is awarded. See Section 4.8.

1.3.20.3 Facility Quantities: Unit quantities identified in the Bid Table are estimates and actual quantities may vary during the Contract Period. The PM or Plant Manager may change quantities as needed. The County does not warrant that quantities will remain consistent during the Contract Period.

1.3.20.4 Service Days and Hours: Unless otherwise authorized in writing by the PM, Contractor access to each Facility shall be limited to:

1.3.20.4.1 Service Days: Monday through Friday.

1.3.20.4.2 Service Hours: 7:00 A.M. to 5:00 P.M. Eastern Time.

1.3.20.5 Additions and Deletions of Maintenance Areas: At the County's discretion, the County may add new maintenance areas, increase or decrease Service frequency, delete maintenance areas, discontinue specified Services, or resume Service to a previously terminated area at any time during the Contract Period. New maintenance areas/Services shall be evaluated and approved pursuant to Section 5.2, Changes in the Work/Change Orders/Modifications. The County and Contractor shall mutually determine the value per area based on awarded Bid pricing. Upon written request to add a new maintenance area or resume Service to a previously terminated area, the Contractor shall commence maintenance within 10 Days of an approved modification. Service to areas deleted or temporarily discontinued by the County may be resumed at the County's discretion.

1.3.20.6 Locked Facilities Access: The PM shall provide the Contractor with a master key permitting access to unmanned gated Facilities. The Contractor may duplicate the key at its expense and shall notify the PM, no later than the next billing cycle, of the number, location, and reason for any duplicate keys. At expiration or termination of the Contract, the Contractor shall return the original key and all duplicate keys to the PM with its final invoice.

1.3.20.7 Security of Facilities: After completing each scheduled visit to an unmanned Facility, the Contractor shall re-lock the gated entrance unless other authorized Hillsborough County personnel are present. Missing or damaged locks shall be reported to the PM as soon as practicable and within forty-eight (48) hours of discovery.

Unless expressly authorized by the Contract or PM, the Contractor shall not enter non-contractually designated Facilities, buildings, structures, or fenced areas.

1.3.20.8 Sign-in Sheets: All Contractor employees shall sign in at the logbook at each Facility upon entering the Site and sign out upon leaving.

1.3.20.9 Quality Control: Completed Work is subject to inspection by the Plant Manager. Prior to leaving each manned Site, Contractor personnel shall check in with the Plant Manager to obtain review of their performance. Unsatisfactory Work identified while Contractor personnel are present shall be immediately reworked at no additional cost. Unsatisfactory Work identified after departure shall be reworked before the next scheduled visit at no additional cost. The Contractor shall maintain photographs of completed Work.

1.3.20.10 Language: The Contractor and its supervisory personnel shall be able to communicate in English or have personnel readily available to translate.

1.3.21 Contractor's Work Schedule

1.3.21.1 The Contractor shall provide its anticipated Work schedule by email to the PM each Monday by 10:00 A.M. Eastern Time, identifying anticipated Work by area and crew for the upcoming week.

1.3.21.2 The Contractor shall provide a completed Work schedule from the previous week via email expeditiously upon completion of previous work.

1.3.21.3 All landscape maintenance Services shall be completed within the monthly billing cycle.

1.3.22 PM's Authority.

1.3.22.1 In addition to any other authority granted under the Contract, the PM may:

1.3.22.1.1 Identify additional Facilities at any time pursuant to the conditions and prices provided herein.

1.3.22.1.2 Delegate all or any portion of such authority to another individual.

1.3.22.2 Review of Completed Work: The Contractor's Work shall be subject at any time to inspection by the PM for compliance with applicable regulations, permit requirements, and these Specifications. Unsatisfactory Work shall be corrected within forty-eight (48) hours of notification. The Contractor shall not invoice the County until all unsatisfactory Work has been corrected.

1.3.22.3 Plant Manager: The Plant Manager is the County's day-to-day operations manager at each Facility and may delegate all or any portion of his or her authority hereunder to another individual.

1.3.23 Safety

The Contractor shall immediately report to the PM, but no later than twenty-four (24) hours after occurrence, all injuries and damage to public or private property resulting from Contractor performance and shall repair or replace any such damaged property.

1.3.24 Liability

1.3.24.1 The Contractor shall be responsible for interruption of normal County Facility operations and for all fines, penalties, and expenses imposed upon or incurred by either the County or Contractor where such interruption, fine, penalty, or expense results from failure of Contractor-supplied equipment or negligent or wrongful intentional acts or omissions of the Contractor or its owners, officers, employees, agents, or Subcontractors. The Contractor assumes all risk for its equipment parked on County Sites.

1.3.24.2 Tampering with or Work on County utility facilities is prohibited except with express written authorization from the County or during a County-recognized emergency. Any violation by the Contractor or its owners, agents, officers, employees, or Subcontractors may constitute a serious breach of Contract and may result in termination and debarment in accordance with County procedures.

2. SPECIAL TERMS AND CONDITIONS

2.1. Allowance

An Allowance, in the amount of $10,000.00, will be added to the total Bid amount for rental of heavy equipment necessary only to complete jobs related to clearing and grubbing.

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

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

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

2.3. Insurance, Contractor

See ITB-27-00027 Insurance Requirements Attachment for more specific details regarding the type of coverage and amounts required.

2.3.1 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.

2.3.2 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.

2.3.3 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.

2.3.4 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.

2.3.5 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. Contract Period for Term Contract

The Contract resulting from this Solicitation Document will be in effect for a **three** (**3)-month period** (ending on the last Business 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).

2.5. 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.

2.6. 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 Hillsborough County Board of County Commissioners and 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 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

2.7. 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. County user departments will issue Standard Purchase Orders against the BPA/CPA on an as-needed basis. The Successful Bidder/Proposer shall deliver applicable goods, Services, and/or Work only upon receipt of a Standard Purchase Order. No goods, Services, and/or Work shall be provided until a Standard Purchase Order is issued. Any Standard Purchase Order issued prior to the expiration of the Contract Period shall remain valid after the Contract Period has expired and shall be governed by the terms and conditions of this Contract; all applicable goods, Services and/or Work provided after expiration of the Contract Period shall comply with the provisions of the Standard Purchase Order and shall be governed by the terms and conditions of this Contract. Orders shall be issued only during the Contract Period. The County reserves the right to modify the delivery location(s) at any time during the Contract Period.

2.8. Termination for Convenience

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

3. DEFINITIONS

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.

HCFL.gov/Vendors
(813) 272-5790
Hillsborough County Florida
Procurement Services

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 Contracted Documents.

4. 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. Non-Discrimination and Compliance with Laws

4.2.1 Bidder shall comply with the requirements of all applicable federal, state and local laws prohibiting discrimination and the rules, regulations, policies, and executive orders promulgated thereunder, all of which are incorporated herein by reference.

4.2.2 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.

4.2.3 Bidder shall comply with the requirements of all applicable federal, state and local laws and the rules, regulations, policies and executive orders promulgated thereunder, all of which are incorporated herein by reference.

4.3. Award of Contract and Rejection of Bids

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

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

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

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

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

4.3.4 Bidder must have the capacity, knowledge, skill and general ability to fully perform. Bidder must also have the integrity, reliability and other applicable qualities that will ensure good faith

performance. The County reserves the right to require Bidder to submit documentation and other evidence attesting to the Bidder's responsibility. The County may reject Bidder's Bid/Quote if, at the County's sole discretion, Bidder fails to submit documents and evidence of responsibility and/or the County has determined that the Bidder is not responsible.

4.4. Bid Documents

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

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

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

4.5. Bid/Proposal/Quote Pricing

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

4.6. Bid/Proposal/Quote Results

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

4.7. Bidder/Proposer Request for Interpretation of Solicitation Document

No interpretation of the meaning of the Specifications or Scope of Work contained in this Solicitation or related Contract Documents will be made to any Bidder/Proposer orally. Every request for such interpretation must be submitted in writing through the electronic bidding system (Euna Procurement). **To be given consideration, such requests must be received no later than ten (10) calendar days after the date of Solicitation issuance in Euna Procurement, site visit, or pre-bid conference, whichever is later.** All interpretations and supplemental instructions provided by the County will be in the form of a written amendment which, if issued, will be communicated to all Bidders/Proposers who have acknowledged participation within Euna Procurement. All issued

amendments shall become part of the Contract Documents. No Bids or Proposals shall be submitted or accepted through electronic mail (e-mail), facsimile, or by hard copy (paper). Bids and Proposals will only be accepted and considered if submitted through Euna Procurement.

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

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

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

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

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

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

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

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

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

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

4.11. 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.

4.12. 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.

4.13. 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.

4.14. 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. **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.

4.15. 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.

4.16. 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

4.17. Electronic Payment Solution

4.17.1 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.

4.17.1.1.1 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.

4.17.2 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

4.18. 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.

4.19. 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".

4.20. 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.

4.21. 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.

4.22. 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.

4.23. 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.

4.24. 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.

4.25. No Assignment of Offers

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

4.26. 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 through the electronic bidding system's messaging system.

4.27. 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.

4.28. 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.

4.29. Requested Information and Descriptive Literature

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

4.30. Responsibility 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 demonstrating recent experience in providing substantially similar services 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.

4.31. Submittal Deadline

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

4.32. Taxes

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

4.33. Time Period Offer is Valid

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

4.34. Unbalanced Offers and/or Excessive Line Item Prices

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

4.35. Unit Prices

If the unit price and the extension price (unit price multiplied by the estimated quantity) are at variance, the unit price shall prevail. The unit price shall be rounded to two (2) digits following the decimal point. Any digits beyond the second decimal place will be used for rounding to the nearest hundredth.

4.36. 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.

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.

5.3.1.2 Contractor is advised that there is no requirement that the Contractor must be registered with and use the E-Verify system prior to or at the time the Contractor submits its bid/offer to the County. However, **in the event the Contractor is selected for the award of this contract, then the Contractor is required to be registered with, and use the E-Verify system**. The County shall not award this contract to the Contractor if the Contractor has not complied with the E-Verify registration and usage requirements set forth in Florida Statutes Section 448.095 by or at the time of contract award.

5.3.1.3 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.

5.3.1.4 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.

5.3.1.5 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

5.8.1 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:

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

5.8.1.2 Terminate the Contract; and/or

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

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

5.8.2 Contracts Related to Emergency Response for Natural Emergencies - Pursuant to Florida Statutes Section 252.505, if this a Contract for goods and/or services related to emergency response for a natural emergency, then the Contractor shall pay the County a Five Thousand Dollars ($5,000) penalty (in addition to any other remedies provided for under this Contract and/or law) if the Contractor fails to perform and/or breaches this Contract during the emergency recovery period. For the purpose of this section, the term "emergency recovery period" shall mean a 1-year period that begins on the date the Governor of the State of Florida initially declared

a state of emergency for a natural emergency. The term "natural emergency" shall have the meaning set forth in Florida Statutes Section 252.34(8).

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. Non-Discrimination

The Contractor shall comply with the requirements of all applicable federal, state and local laws prohibiting discrimination and the rules, regulations, policies, and executive orders promulgated thereunder, all of which are incorporated herein by reference.

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 it 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:

813-272-5790,
StromerS@HCFL.gov,
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:

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

5.17.2 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.

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

5.17.4 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.

5.34. Digital Accessibility Compliance Clause

Digital Accessibility Requirements:

The Contractor shall ensure that any and all information and communications technology (ICT), including but not limited to websites, web applications, mobile applications, documents, digital content, and user interfaces developed, provided, procured, maintained, or otherwise made available under this Contract and intended for public access or use, comply with the accessibility standards set forth in:

1. Title II of the Americans with Disabilities Act (ADA),
2. Section 504 of the Rehabilitation Act of 1973, and
3. The Web Content Accessibility Guidelines (WCAG) version 2.1, Level AA.

The Contractor agrees that all such digital solutions shall be perceivable, operable, understandable, and robust for individuals with disabilities, including those using assistive technologies.

5.34.1 Remediation and Testing

The Contractor shall conduct accessibility testing using both automated and manual methods prior to release and shall remediate any identified non-conformities at no additional cost to the County. Upon request, the Contractor shall provide any documentation available that demonstrates accessibility compliance including Accessibility Conformance Reports (ACR's), Voluntary Product Accessibility Templates (VPAT's), or equivalent accessibility reports.

5.34.2 Ongoing Compliance

Should digital content or services be updated or modified during the term of this Contract, the Contractor shall ensure continued compliance with the above standards. Failure to meet these requirements may be considered a material breach of contract.

5.34.3 Right to Audit

The County reserves the right to audit any public-facing digital services for accessibility compliance and to require corrective action by the Contractor within a mutually agreed-upon timeframe.

5.34.4 Third-Party Integration

The Contractor shall ensure that all third-party components or integrations used within the digital solution also meet WCAG 2.1 Level AA compliance. The Contractor shall be responsible for the accessibility of the overall user experience, regardless of third-party involvement.

5.35. 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.