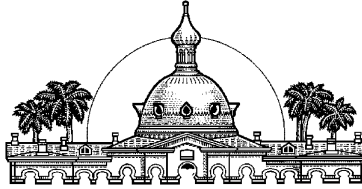

HILLSBOROUGH
COUNTY



INVITATION TO BID

ITB-S-0080-0-2011/JSW

FOR

BALM BOYETTE SCRUB AGRICULTURAL FIELD RESTORATION SERVICES – PHASE I

FOR THE

PARKS, RECREATION AND CONSERVATION DEPARTMENT

BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF BUSINESS & SUPPORT SERVICES

JOHN T. FESLER
DIVISION DIRECTOR, FINANCIAL SERVICES GROUP

JAMES S. WUNDERLE, SENIOR PROCUREMENT ANALYST

IMPORTANT NOTICE: Hillsborough County issues its solicitations electronically through its contracted vendor, Onvia DemandStar. All addenda to such solicitations will be issued exclusively through Onvia DemandStar. If you have obtained this solicitation from a source other than Onvia DemandStar, you will not be listed on the plan holders list and may not receive notification of any addenda issued. Failure to receive any issued addenda shall not relieve the bidder/proposer from any obligation(s) contained in the addenda. To access Hillsborough County solicitations and any resulting addenda, please go to www.demandstar.com or call 1-800-711-1712.

WEB SITE: <http://www.hillsboroughcounty.org/procurementservices>
EMAIL: procurementservices@hillsboroughcounty.org

601 E. KENNEDY BLVD., COUNTY CENTER, 18TH FLOOR
P. O. BOX 1110
TAMPA, FLORIDA 33601

TELEPHONE: (813) 272-5790
FAX NUMBER: (813) 272-6290

STATEMENT OF "NO BID"
HILLSBOROUGH COUNTY
FINANCIAL SERVICES GROUP (PROCUREMENT)
P.O. Box 1110, Tampa, Florida 33601

Bid/RFP Number: ITB-S-0080-0-2011/JSW

Title: BALM BOYETTE SCRUB AGRICULTURAL FIELD RESTORATION SERVICES – PHASE I

IMPORTANT NOTICE TO VENDORS: If you do not intend to submit a bid/proposal and wish to continue to receive notice of Hillsborough County procurements, please return this Statement of "No Bid."

If you elect not to submit a bid/proposal, please indicate the reason below and either
Email this form to: Procurementservices@hillsboroughcounty.org OR
Fax this form to: 813-272-6290 OR
Mail this form to the above address.

- ☐ We do not offer this product/service or an equivalent
- ☐ Our schedule would not permit us to perform
- ☐ Insufficient time to respond to solicitation
- ☐ Unable to meet specifications
- ☐ Specifications not clear
- ☐ Unable to meet bond and/or insurance requirements
- ☐ Specifications "too tight"/restrictive (i.e. geared to specific brand or manufacturer)
- ☐ Subcontractor (submitted bid to General Contractor)
- ☐ Other (please explain): _____

Signature: _____ Date: _____

Name: _____ Title: _____

Company: _____

Address: _____

Federal Tax Identification Number: _____

Telephone: _____ Fax: _____ E-Mail: _____

BID PACKAGE: SERVICE PROJECT CHECKLIST

The Bidder is cautioned to read and become familiar with all sections of this HILLSBOROUGH COUNTY BID PACKAGE. Failure to do so may result in the submission of an irregular BID response by the Bidder resulting in its possible rejection by Hillsborough County. The following itemized checklist identifies various items of the Hillsborough County BID Package which should be particularly examined by the Bidder. The Bidder should carefully review the items specified in the checklist for purposes of assuring that a proper BID response is made. No representation is made that the following checklist is a complete guide to every point for consideration by the Bidder. The checklist merely calls attention to major problem areas experienced by Hillsborough County relative to past irregular BID responses.

PART A - INSTRUCTIONS TO BIDDERS

- | | | |
|---------------|----|--|
| | 1. | PRE-BID CONFERENCE INFORMATION |
| | 2. | BID OPENING TIME: Day, Date, and Time |
| | 3. | The Place of the BID Opening: Location |
| SECTION 1.(E) | 4. | The period of time that the Bidder's BID Proposal shall remain in force after the BID opening. |
| SECTION 1.(I) | 5. | The BID Security Requirements, if required. |
| SECTION 2. | 6. | The responsibility for State Sales Tax |
| SECTION 12. | 7. | The composition of the Contract Documents |
| SECTION 13 | 8. | The Performance Bond Requirements |
| SECTION 17 | 9. | Pre-Bid Conference Information |

PART B - SPECIFICATIONS

- | | | |
|-----|----|--|
| 10. | 1. | General Conditions
Insurance Requirements |
| 11. | 2. | Technical Specifications |

PART C - BID PROPOSAL

- | | | |
|-----------|-----|--|
| | 12. | Complete all blanks as requested |
| | 13. | Have the "Acknowledgement" notarized |
| EXHIBIT I | 14. | Complete the Equal Opportunity/Affirmative Action Requirements, as appropriate |
| | 15. | Sign and seal the Bid Proposal as requested |

**HILLSBOROUGH COUNTY, FLORIDA
ITB-S-0080-0-2011/JSW**

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**PART A
INSTRUCTIONS TO BIDDERS**

SPECIFICATIONS FOR: **Balm Boyette Scrub Agricultural Field Restoration Services – Phase I**

MANDATORY PRE-BID CONFERENCE:

**Meeting No. One (1): January 5, 2011, at 9:00 A.M., and;
Meeting No. Two (2): January 6, 2011, at 9:00 AM.,**

**Parks, Recreation and Conservation Department
Bell Creek Preserve Conference Room
10940 McMullen Road
Riverview, Florida, 33569-6225.
Phone Number at the site: 813-672-7876, Fax 813-672-7880**

MANDATORY SITE VISIT: **Site visit to follow after Pre-Bid Meeting. Attendees are cautioned to wear appropriate clothing and foot attire for walking through brush and uneven ground footing (The site is accessible to vehicles whereby ATVs will not be needed)**

BID OPENING TIME: **January 13, 2011, at 2:00 P.M.**

PLACE OF BID OPENING: **Financial Services Group (Procurement), 18TH Floor of the County Center
601 East Kennedy Blvd., Tampa, FL. 33602**

GENERAL TERMS AND CONDITIONS

1. BIDS

- (a) The herein included Instructions to Bidders (Part A); the Specifications (Part B); and the Bid Proposal (Part C); together with all the attached documents therein identified, and Exhibits, constitute the entire "bid package" (Contract Documents) concerning this present bid matter. Said bid package must be the basis upon which all bid proposals are offered and the same (the entire bid package) must be kept together and returned intact (sealed from public view) to the Hillsborough COUNTY Financial Services Group (Procurement) at the time and place therein specified. The Bidder must manually sign the Bid Proposal (Part C) and should complete the attached document titled Equal Employment Opportunity/ Affirmative Action Requirements attached as Exhibit I of the Bid Proposal (Part C).
- (b) Prices (bid proposals) must be quoted only upon the bid proposal form Bid Proposal (Part C) herewith provided and no other bid proposals will be accepted. Sealed bid proposals may not be amended or otherwise changed by any writing placed outside the sealed bid package; except however, any such written "outside" communication by a Bidder shall be construed by Hillsborough COUNTY as indicating a withdrawal of the proffered sealed bid to which the communication relates (thereby causing the Bidder to have issued "no bid" for consideration by Hillsborough COUNTY). All prices quoted are to be F.O.B. job site in Hillsborough COUNTY, Florida where applicable.
- (c) As applies to this present bid matter, the Bidder is hereby directed to cause delivery of his bid proposal to the Hillsborough COUNTY Financial Services Group (Procurement), 601 E. Kennedy Blvd., COUNTY Center 18th Floor, Tampa, Florida 33602, prior to the bid opening time which is: **2:00 p.m. on January 13, 2011.**

The delivery of said bid to the Department of Procurement Services prior to the time and date stated in the preceding sentence is solely and strictly the responsibility of the Bidder. **For informational purposes, the Bidder is hereby advised that United States Postal Service delivery is made to the COUNTY's Post Office Box. Such delivery is not made directly to the Financial Services Group (Procurement) street address even if the Bidder specifies the street address and/or even if Express Mail Service is utilized; therefore, use of United**

States Postal Service may cause a delay in the receipt of said bid. Bidders are cautioned to plan necessary delivery time accordingly. The Financial Services Group Director (Procurement) will in no way be responsible for delays caused by the United States Postal Service or for delays caused by any other occurrence. All bid proposals must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable). All bid proposals must be marked:

SEALED BID FOR: ITB-S-0080-0-2011/JSW, BALM BOYETTE SCRUB AGRICULTURAL FIELD RESTORATION SERVICES – PHASE I, TO BE OPENED AT THE FINANCIAL SERVICES GROUP (PROCUREMENT), 601 E. KENNEDY BLVD, COUNTY CENTER 18th FLOOR, TAMPA, FL 33602

Bid Proposals must be signed by the Bidder with his signature in full. When a partnership is a Bidder, the bid proposal shall be signed in the name of the firm by one or more of the partners. When a corporation is a Bidder, the officer signing shall set out the corporate name in full beneath which he shall sign his name and give the title of his office. The bid proposal shall also bear the seal of the corporation. Anyone signing the bid proposal as agent must file with it legal evidence of his authority to do so. Bidders who are nonresident corporations shall furnish to the COUNTY a duly certified copy of their permit to transact business in the State of Florida along with the Bid Proposal. Failure to promptly submit this evidence of qualification to do business in the State of Florida may be basis for rejection of the bid proposal.

- (d) The Bidder is solely responsible for reading and completely understanding the requirements and the specifications of the items bid. The bid opening time will be scrupulously observed. Under no circumstances will bid proposals delivered after the delivery time specified be considered.
- (e) Bid proposals may be withdrawn on written or telegraphic requests dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for the opening of bid proposals; provided, however, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for the opening of bid proposals. Negligence on the part of the Bidder in preparing his bid proposal confers no right of withdrawal or modification of his bid proposal after such bid proposal has been opened by Hillsborough COUNTY at the appointed time and place. Bidders may not withdraw or modify their bid proposals after the appointed bid proposal opening time. Said Bid Proposals shall be in force for a period of not less than ninety (90) days after the bid opening time. Further, said Bid Proposal 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 Bidder of his/her intent to withdraw his/her bid proposal, or until the date specified in said written notice as the expiration date of the Bid Proposal, whichever is later. The aforementioned Bid Proposal times will remain in effect irrespective of whether an award has theretofore been made by Hillsborough COUNTY. Notwithstanding the provisions of the preceding sentence, the Bidder may extend his/her Bid Proposal at any time prior to the scheduled expiration thereof. Bidders may not assign or otherwise transfer their Bid Proposals prior to or after the Bid Proposal opening time.
- (f) At the time and place fixed for the opening of bid proposals (see above), every bid proposal properly delivered within the time fixed for receiving bid proposals will be opened and publicly read aloud, irrespective of any irregularities found therein. Bidders and other persons interested may be present or represented.
- (g) **DELETED.**
- (h) No interpretation of the meaning of the plans, specifications, or other contract documents will be made to any Bidder orally. Every request for such interpretation must be in writing, addressed to the Hillsborough COUNTY Financial Services Group Director (Procurement). To be given consideration, such requests must be received at least ten days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be posted at <http://www.hillsboroughcounty.org/procurementservices> at least five (5) days prior to the date fixed for the opening of bids. Failure of a Bidder to receive any such addendum or interpretation shall not relieve said Bidder from an obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents.
- (i) **DELETED.**
- (j) Before submitting bid proposals, Bidders must carefully examine the site of the proposed work and make all necessary investigations to inform themselves thoroughly as to all difficulties

involved in the completion of all work required pursuant to the mandates and requirements of this bid package. No pleas of ignorance of conditions or difficulties that may exist, prior to the Bid opening or of conditions or difficulties that may be encountered in the execution of the work pursuant to this bid package as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the successful Bidder (CONTRACTOR) to fulfill, in every detail, all of the requirements of the Contract Documents, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for any extension of time.

2. TAXES

For purposes of this present bid matter, State Sales Tax and Federal Excise Taxes cannot be included in the Bidder's proposal, as Hillsborough COUNTY is tax exempt. The Financial Services Group Director (Procurement) will sign exemption certificates submitted by the successful Bidder.

3. BID ERRORS

Where bid proposals have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Contract Documents will govern.

4. DEVIATIONS

As concerns this present bid matter, all bid proposals must clearly and with specificity detail all deviations to the exact requirements imposed upon the Bidder by the Instructions to Bidders (Part A); and the Specifications (Part B). Such deviations must be stated upon the Bid Proposal (Part C); otherwise Hillsborough COUNTY will consider the subject bid proposals as being made in strict compliance with said Instructions to Bidders (Part A); and the Specifications (Part B); the Bidder being held therefor accountable and responsible. Bidders are hereby advised that Hillsborough COUNTY will only consider bid proposals that meet the specifications and other requirements imposed upon them by this bid package. In instances where a deviation is stated upon the Bid Proposal (Part C), said bid proposal will be subject to rejection by Hillsborough COUNTY in recognition of the fact that said bid proposal does not meet the exact requirements imposed upon the Bidder by the Instructions to Bidders (Part A); the Specifications (Part B); except, however, said bid proposal may not be subject to such rejection where, at the sole discretion of Hillsborough COUNTY, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the bidding process by affecting the amount of the bid proposal such that an advantage or benefit is gained to the detriment of the other Bidders.

5. CONDITION OF MATERIALS AND PACKAGING

In instances where the Specifications (Part B) make this subject applicable (and unless otherwise indicated), all goods and items offered for sale and/or shipped by the successful Bidder pursuant to the requirements imposed upon said Bidder by this bid package, will be NEW and in FIRST CLASS CONDITION, all related containers being new and suitable for storage and shipment; all prices including the cost of standard commercial packaging. Successful Bidders will be solely responsible for making any and all claims against carriers as concerns missing or damaged items.

6. BRAND NAMES, ETC.

In instances where the Specifications (Part B) make this subject applicable, any use therein of brand names, manufacturers' makes, trade names, information and/or catalog numbers are so used for the purpose of providing description and for establishing acceptable quality levels. Such references are not intended for the purpose of placing restrictions upon Bidders (other than as to quality) and Bidders may propose and describe upon the Bid Proposal (Part C) deviations believed to be equal or better than the otherwise imposed requirement; provided, however, at the sole discretion of Hillsborough COUNTY, said COUNTY may determine whether such deviations are or are not, in fact, deviations from said imposed requirements. In instances where a deviation is stated upon the Bid Proposal (Part C), said bid proposal will be subject to rejection by Hillsborough COUNTY in recognition of the fact that said bid proposal does not meet the exact requirements imposed upon the Bidder by the Instructions to Bidders (Part A), and the Specifications (Part B), except, however, said bid proposal may not be subject to such rejection where, at the sole discretion of Hillsborough COUNTY, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the bidding process by affecting the amount of the bid proposal such that an advantage or benefit is gained to the detriment of the other Bidders.

7. INFORMATION AND DESCRIPTIVE LITERATURE

Bidders must furnish all requested information in the spaces provided on the Bid Proposal (Part C). Additionally, where required pursuant to the provisions of this bid package, Bidders must submit with their bid proposal - cuts, sketches, descriptive literature and/or complete specifications relative to the items proposed and offered; references to previously submitted material concerned with previous bid proposals not being acceptable to Hillsborough COUNTY.

8. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)

In instances where such is applicable due to the nature of the bid matter with which this bid package is concerned, all material, equipment, etc., as proposed and offered by Bidders must meet and conform to all O.S.H.A. requirements; the Bidder's signature upon the Bid Proposal (Part C) being by this reference considered a certification of such fact.

9. NO ASSIGNMENT OF CONTRACT

As concerns this present bid matter, and unless the Specifications (Part B) indicated otherwise, no successful Bidder may make any assignment of the resulting contractual agreement between parties, in whole or in part, without prior written authorization as may be given at the sole discretion of Hillsborough COUNTY.

10. AWARD OF PURCHASE ORDER / REJECTION OF BIDS

A Purchase Order will be awarded by the County Administrator or delegate to the responsible Bidder submitting the lowest and best bid proposal in compliance with the Specifications (Part B) and other requirements imposed by this bid package, provided said bid proposal is considered (within the sole discretion of said Board) reasonable and in the best interest of Hillsborough COUNTY to accept. The successful Bidder to whom a contract is awarded will be so notified by Hillsborough COUNTY at the earliest practical date. The County Administrator or delegate, however, at its sole discretion, reserves the right to reject any and all bid proposals and to waive any informality concerning bid proposals whenever such rejection or waiver is in the best interest of Hillsborough COUNTY and when the same is in conformance with standard competitive sealed bid procedures. Hillsborough COUNTY, likewise, reserves the right to reject the bid proposal of any Bidder who has previously failed to perform properly or to complete on time, contracts of similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded obligations to subcontractors, materialmen or employees. The ability of a Bidder to obtain a Performance Bond shall not be regarded as the sole test of such Bidder's competency or responsibility.

11. CONTRACT DOCUMENTS

The following constitute the Contract Documents (Title, Subtitles, Headings, Running Headlines, Table of Contents, and Indices are used merely for convenience purposes):

<u>Instructions to Bidders</u>	Part A
<u>Specifications</u>	Part B
<u>Bid Proposal</u>	Part C

All Addenda Issued by the COUNTY prior to the Receipt of Bids.

12. DELETED.

13. DELETED.

14. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact 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 project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written.

15. HAND SANITIZER ORDINANCE (05-8)

Pursuant to Hillsborough County Ordinance 05-8, 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.

16. SOLID WASTE COLLECTION AND DISPOSAL (SOLID WASTE ORDINANCE 96-34)

Pursuant to Hillsborough County Ordinance 96-34, as amended, all solid waste accumulated as a result of this contract that the CONTRACTOR is required to remove and dispose, 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 Solid Waste Management Department 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 Hillsborough County Ordinance 96-34, as amended.

17. APPLICABLE LAW

Unless otherwise specified, all phases and provisions of the Purchase Order, including but not limited to interpretation, bidding, award, execution and implementation, shall be governed by the laws, rules, and regulations of the State of Florida.

18. DELETED.

19. PRE-BID CONFERENCE

A Pre-Bid Conference concerning this present bid matter will be conducted by Hillsborough COUNTY at the following time and place:

PLACE **Parks, Recreation and Conservation Department
Bell Creek Preserve Conference Room
10940 McMullen Road
Riverview, FL 33569-6225
Site Phone Number: (813) 672-7876**

TIME(S) **Pre-Bid Conference No. 1: Meeting Time at 9:00 A.M. and;
Pre-Bid Conference No. 2: Meeting Time at 9:00 A.M.**

DATE(S) **Pre-Bid Conference No. 1: Meeting Date on January 5, 2011 and;
Pre-Bid Conference No. 2: Meeting Date on January 6, 2011**

ADVISORY Bidders are advised to wear long pants and long sleeved-shirts. Closed-toed shoes are **mandatory**. Optional: Wide brimmed hat, sunglasses, gloves, sunscreen, water, ice-cooler.

BIDDER PROVIDED EQUIPMENT (SITE VISIT) Not Applicable. Access at the site can be accomplished by way of bidder vehicle. ATV's will not be required. Bidders assume all risks and liability when utilizing bidder owned vehicles to access County property.

TERRAIN Terrain conditions are easily accessible to bidder vehicles and County vehicles for access.

PHONE **813-672-7876**

All interested parties are encouraged to attend and are cautioned to read the paragraphs: Advisory.

All interested parties are encouraged to attend.

20. FISCAL NON-FUNDING CLAUSE

In the event sufficient budget funds are not available for a new fiscal period, the COUNTY shall notify the vendor of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the COUNTY.

21. AFFIRMATIVE ACTION BUSINESS ENTERPRISE PROGRAM

Hillsborough COUNTY hereby notifies all Bidders that Minority Business Enterprises (MBE's), Disadvantaged Minority Business Enterprises (DMBE's), and Disadvantaged Women Business Enterprises (DWBE's) will be afforded a full opportunity to participate in any award made by Hillsborough COUNTY pursuant to this present proposal matter and will not be subjected to discrimination on the basis of race, color, sex, or national origin.

Hillsborough COUNTY prohibits any person involved in Hillsborough COUNTY contracting and procurement activities, as defined in Ordinance 90-2, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

22. 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 a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, 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 36 months from 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 a bid, offer, or proposal. The COUNTY may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offerer or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer or proposal.

23. DRUG FREE WORKPLACE PROGRAM

Pursuant to Section 287.087, Florida Statutes, bidders may submit with their bids a certificate certifying that they have implemented a drug free workplace program. If two or more bids are equal in price, quality, and service, preference will be given in the award process to the bidder who has furnished such certification with their bid. Certificate forms are available from the Financial Services Group (Procurement) website at <http://www.hillsboroughcounty.org/procurementservices>.

24. BID RESULTS

Preliminary results (or listings of Proposers in the case of RFP's) are available at <http://www.hillsboroughcounty.org/procurementservices>.

25. LICENSING

Bidder shall be properly licensed for the appropriate category of work specified in this solicitation. All Bidders are requested to submit any required license(s) with their response to this solicitation. License(s) must be effective as of the solicitation opening date and must be maintained throughout the life of the contract. Failure to be properly licensed as stated above will result in the rejection of the bid as non-responsive.

26. IRS FORM W-9, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

All Bidders are requested to complete and submit the attached W-9 form with their response to this solicitation.

27. HILLSBOROUGH COUNTY BUSINESS TAX

All Bidders are requested to submit a copy of their Hillsborough County Business Tax Receipt with their response to this solicitation, if applicable. The Business Tax Receipt must be current as of the opening date of this solicitation.

28. SPECIAL INSTRUCTIONS

- 28.1 In addition to all other attributes that a bidder must possess regarding the requirements detailed within the pages of this bid package and pursuant to the precepts of public bidding, the Bidder must have the capacity (including the knowledge, skill, and general ability) to fully perform. Likewise, the Bidder must possess the integrity, reliability, and other qualities as will assure good faith performance. **Accordingly, the Bidder should submit (as a part of the Bidder's bid) such clear and convincing documentation and other suitable evidence as will substantiate, to the COUNTY's satisfaction, this degree of responsibility.** Acceptable documentation may include (the same being not limited thereto) personal resumes' regarding the "principal," the company management, and the project manager and/or employees; together with listings of their business experience, their positions held, and their educational achievements (as they all relate to the services and requirements called for by this bid acquisition.)

Prior to the bid award, the COUNTY reserves the right to require any Bidder to timely submit additional documentation and other evidence attesting to the Bidder's responsibility. If, in the sole opinion of the COUNTY, a Bidder is deemed to have failed regarding the submission of such substantiating documentation and evidence, and provided the COUNTY has otherwise or thereby determined the Bidder to be non-responsive, the COUNTY may reject or otherwise not consider such Bidder's bid.

- 28.2 The unit prices that shall be submitted by the Bidder in Part C Bid Proposal, Page BP-2 shall contain all cost items in the amounts deemed sufficient by the Bidder, in the performance of this contract, to include

all associated contingencies and risks. The Bidder is hereby notified that no other amounts will be paid in excess of those bid prices shown in Part C. unless otherwise authorized herein.

- 28.3 Bidders are cautioned against predicating their bid prices on an assumed scope of work or estimated bid quantities. The amount of award represents only the upper dollar limit beyond which no further work shall be ordered, except through change order or modification.
- 28.4 The County reserves the right to conduct a site visit or pre-award meeting to inspect the Bidder's equipment, facilities, operations, and associated activities of the apparent low Bidder to determine, in the County's opinion, whether the Bidder is capable of performing the required services satisfactorily if awarded a contract.

28.5 MINIMUM QUALIFICATIONS

- 28.5.1 Due to grant requirements, the contract award amount shall not exceed \$50,000.00 for all services contemplated.
- 28.5.2 Bidders or principals thereof shall have attended one (1) pre-bid conference and shall have attended one (1) site visit of all properties conducted by County staff. Property site visits shall begin immediately after the pre-bid conference meeting. Bidders are advised to wear appropriate shoes and clothing to walk the properties.
- 28.5.3 The Bidder or principal thereof shall have been successfully engaged in providing substantially similar services within the past five (5) years. The Bidder shall provide at least three (3) contacts that can verify the Bidder has completed or is currently working on substantially similar projects. The "Schedule of Bidder's Qualifications" appended to the Bid Proposal (Part C), Page BP-8 should be used by the Bidder to provide such information. If the Bidder uses its own form, the information provided must be substantially the same as contained on Page BP-7.
- 28.5.4 The Bidder's Project Manager/Supervisor for this project shall have been licensed for a minimum of five (5) years to apply herbicide on environmentally sensitive land, and shall possess a valid Florida Department of Agriculture and Consumer Services Pesticide Certification, Category 21: Natural Areas Weed Management.

29. PURCHASING COUNCIL: REFERENCE LAWS OF FLORIDA 69-1112 AND 69-1119

The submission of any bid in response of this advertisement request constitutes a bid for the Governmental Purchasing Council of Hillsborough County, made under same conditions, for the same price, and for the same effective period as the bid, to all public entities in Hillsborough County. (SEE NEXT PAGE).

Any Hillsborough County public entity may elect to utilize this bid at their option. All Hillsborough County public entities will issue their own purchase orders and coordinate the delivery locations and quantities with successful bidder(s). Hillsborough County Government will not be responsible for any transactions between the successful bidder(s) and Hillsborough County public entities that may elect to utilize this bid. All terms, prices and conditions of this bid will apply between the bidder(s), and any other Hillsborough County public entities utilizing this bid. NOTE: THE QUANTITIES ESTIMATED IN THIS BID ARE FOR HILLSBOROUGH COUNTY ONLY.

ATTACHMENT 1

HILLSBOROUGH COUNTY GOVERNMENTAL PURCHASING COUNCIL

City of Tampa

306 E. Jackson St.
Tampa, FL 33602
Phone: (813) 274-8353
Fax: (813) 274-8355
www.tampagov.net

Hillsborough County School Board

P. O. Box 3408
Tampa, FL 33601-3408
Phone: (813) 272-4329
Fax: (813) 272-4007
www.sdhc.k12.fl.us

City of Tampa Housing Authority

808 North Rome Avenue
Tampa, FL 33607
Phone: (813) 253-0551
Fax: (813) 251-4522
www.thafl.com

City of Plant City

P. O. Drawer C
Plant City, FL 33564
Phone: (813) 659-4200
Fax: (813) 659-4232
www.plantcitygov.com

Hillsborough Community College

39 Columbus Dr.
Tampa, FL 33606
Phone: (813) 253-7060
Fax: (813) 253-7561
www.hcc.fl.edu

Tampa Palms Community Dev. Dist.

16311 Tampa Palms Blvd W
Tampa, FL 33647
Phone: (813) 977-3933
Fax: (813) 977-6571
www.tpoa.net

City of Temple Terrace

P. O. Box 16930
Temple Terrace, FL 33687
Phone: (813) 506-6420
Fax: (813) 506-6401
www.templeterrace.com

Hillsborough County

Board of County Commissioners
601 E. Kennedy Blvd., 18th Floor
P. O. Box 1110, Tampa, FL 33601-1110
Phone: (813) 272-5790
Fax: (813) 272-6290
www.hillsboroughcounty.org

Tampa Port Authority

1101 Channelside Drive
Tampa, FL 33602
Phone: (813) 905-5164
Fax: (813) 905-5109
www.tampaport.com

Clerk of Circuit Court

601 E. Kennedy Blvd.-13th Floor
P.O. Box 1110
Tampa, FL 33601
Phone: (813) 276-8100 Ext.7721
Fax: (813) 272-5521
www.hillsclerk.com

Hillsborough County Sheriff

P. O. Box 3371
Tampa, FL 33601-3371
Phone: (813) 247-8029
Fax: (813) 247-8246
www.hcso.tampa.fl.us

Tampa Sports Authority

4201 N. Dale Mabry Hwy.
Tampa, FL 33607
Phone: (813) 673-4300
Fax: (813) 673-4312
www.tampasportsauthority.com

Expressway Authority

1104 E. Twiggs St, Suite 300
Tampa, FL 33602
Phone: (813) 272-6740
Fax: (813) 273-3730
www.tampa-xway.com

State Attorney's Office

South Annex Tower
800 E. Kennedy Blvd. 5th Floor
Tampa, FL 33602
Phone: (813) 274-1998
Fax: (813) 272-7014
www.sao13th.com

Tax Collector

601 E. Kennedy Blvd., 14th Floor
Tampa, FL 33602
Phone: (813) 307-6222
Fax: (813) 307-6521
www.hillstax.org

Hills. Area Regional Transit Authority

4305 E. 21st Avenue
Tampa, FL 33605
Phone: (813) 623-5835
Fax: (813) 664-1119
www.hartline.org

Property Appraiser

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 272-6100
Fax: (813) 272-5519
www.hcpafl.org

The Children's Board of Hills. County

1002 E. Palm Avenue
Tampa, FL 33605
Phone: (813) 229-2884
Fax: (813) 228-8122
www.childrensboard.org

Hillsborough County Aviation Authority

P. O. Box 22287
Tampa International Airport
Tampa, FL 33622-2287
Phone: (813) 870-8730
Fax: (813) 875-6670
www.tampairport.com

Supervisor of Elections

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 276-8274
Fax: (813) 272-7043
www.votehillsborough.org

Hillsborough County Purchasing Council bids may be available to all chartered municipalities, local public agencies, boards, and other authorities existing in Hillsborough County.

**PART B
SPECIFICATIONS
1. GENERAL CONDITIONS**

ARTICLE 1The Contract

Except for Titles, Subtitles, Headings, Running Headlines, Table of Contents, and Indices (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, constitute the Contract Documents:

PART A INSTRUCTIONS TO BIDDERS

PART B: SPECIFICATIONS

1. General Conditions

2. Technical Specifications

EXHIBIT I: FIGURE 1. GENERAL LOCATION OF PROJECT

EXHIBIT II: FIGURE 2. PROJECT AREA (AERIAL VIEW)

PART C: BID PROPOSAL

EXHIBIT I: EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION
 REQUIREMENTS

OTHER _____

All Addenda Issued by the COUNTY Prior to the Receipt of Bids.

All Supplementary Drawings Issued After Award of the Contract.

All Provisions Required by Law to be a part of the Contract Documents, Whether Actually Inserted Therein or Not.

ARTICLE 2 - DEFINITIONS

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

"Addendum" shall mean the additional contract provisions issued in writing by the COUNTY prior to the receipt of Bid.

"Agreement" - DELETED.

"Bid Proposal" shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

"Bidder" shall mean any person, partnership or corporation submitting a bid proposal for the Work.

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

"Bonds" - DELETED.

"Contract" or "Contract Documents" shall mean each of the various parts of the Contract referred to in Article 1 of the General Conditions both as a whole and severally.

"CONTRACTOR" shall mean the successful bidder and vice versa, whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.

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

"Contract Time" shall mean the number of calendar days stated in the Agreement for the completion of the Work.

"Contract Work" shall mean any and all obligations, duties and responsibilities necessary for the successful completion of the project assigned to or undertaken by the CONTRACTOR under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

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

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

"Day" shall mean one calendar day when used in the Contract Documents.

"Designee" shall mean individual appointed by County Administrator to act on their behalf.

"Modification Agreement" shall mean written order to the CONTRACTOR signed by the COUNTY authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price issued after execution of the Agreement.

"Notice" shall mean a written notice for the County and the Contractor. Notice shall be served upon the CONTRACTOR either personally or by leaving the said notice at his residence or with his designated agent in charge of the Work, or addressed to the CONTRACTOR at the residence or place of business given in the Bid and deposited in a postpaid wrapper in any post box regularly maintained by the United States Post Office.

"Notice of Award" shall mean the written notice given by the COUNTY to the successful bidder.

"Notice to Proceed" shall mean the written notice given by the COUNTY to the CONTRACTOR of the date for the work to start.

"Project" shall mean the entire improvement of which the Contract forms a part.

"Project Manager" shall mean the duly authorized representative of the Board of County Commissioners during the contract period.

"Services" shall mean the improvement and/or the means or methods necessary for implementation and prosecution of this Project.

"Site" shall mean the area 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.

"Specifications" shall mean these General Conditions, any Special Conditions, and Technical Specifications and Plans.

"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 Project.

"Surety" shall mean any corporation that executes, as Surety, the CONTRACTOR's Bid, Performance, and/or Payment Bond.

"Technical Specifications" shall mean the portion of the Specifications dealing with the technical requirements of the work to be performed under this Contract including materials, equipment and workmanship.

"Work" shall mean the improvement and/or the means or methods necessary for its implementation and prosecution which constitutes this Contract.

ARTICLE 3 - STARTING THE WORK

The CONTRACTOR will start the Work on the date determined by the COUNTY.

ARTICLE 4 - INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

It is the intent of the Specifications to describe services to be performed in accordance with the Contract Documents. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he will call it to the COUNTY'S attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Agreement; Specifications; Instructions to Bidders. Within the Specifications the order of preference shall be

as follows: Addenda; Special Conditions; General Conditions; Technical Specifications. Any work that may reasonably be inferred from the Specifications or Drawings 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 so 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.

ARTICLE 5 - INSURANCE

Before starting and until acceptance of the Work by the COUNTY, the CONTRACTOR shall procure and maintain insurance of the types and to limits specified in Article 23. Special Conditions, Insurance Requirements.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications are at variance therewith, he will give the COUNTY prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the COUNTY, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Specifications are in accordance with such laws, ordinances, rules and regulations.

Emergencies

In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act at his discretion to prevent threatened damage, injury or loss. He will give the COUNTY prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Modification Agreement shall thereupon be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefor; the same being included in the Modification Agreement.

ARTICLE 7 - PROJECT MANAGER'S STATUS

COUNTY's Representatives

The PROJECT MANAGER shall be the Board of County Commissioner's representative during the contract period. The duties and responsibilities and the limitations of authority of the PROJECT MANAGER as the COUNTY'S representative during the contract period are set forth in these General Conditions and shall not be extended without written consent of the Board of County Commissioners.

Rejecting Defective Work

The PROJECT MANAGER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, does not conform to the requirements of any inspection, test or approval). He will also have the authority to require special inspection or testing of the Work.

ARTICLE 8 - CHANGES IN THE WORK

Without invalidating the Agreement, the COUNTY may at any time or from time to time order additions, deletions or revisions in the Work the same being thereupon authorized by Change Orders. Only upon receipt of a Change Order, shall the CONTRACTOR be authorized to proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents.

Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time except in the case of an emergency as provided in Article 6. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

The COUNTY will issue appropriate Change Order prepared by the PROJECT MANAGER covering changes in the Work to be performed as provided in this Article, Work performed in an emergency as provided in Article 6, and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the county

ARTICLE 9 - DELETED.

ARTICLE 10 - CHANGES OF CONTRACT TIME

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the CONTRACTOR if the CONTRACTOR makes a claim.

ARTICLE 11 - PAYMENT AND COMPLETION

Approval of Payments

The PROJECT MANAGER, within fifteen (15) days after receipt of each Application for Payment, will either indicate approval of payment or return the Application to the CONTRACTOR indicating, in writing, the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application. Within thirty (30) days of approval of an Application for Payment, the COUNTY will pay the CONTRACTOR the amount approved.

The PROJECT MANAGER'S approval of any payment requested in an Application for Payment shall constitute a representation by the CONTRACTOR to the COUNTY that the conditions precedent to the CONTRACTOR's being entitled to payment as set forth in the Article have been fulfilled.

The PROJECT MANAGER'S approval of final payment shall constitute an additional representation by the CONTRACTOR to the COUNTY that the conditions precedent to the CONTRACTOR's being entitled to final payment as set forth in the Article have been fulfilled.

The PROJECT MANAGER may refuse to approve the whole or any part of any payment if, in the PROJECT MANAGER's opinion, such representations to the COUNTY are not warranted. 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 such payment previously approved, to such extent as may be necessary in The PROJECT MANAGER's opinion to protect the COUNTY from loss because:

- A. The Work is defective;
- B. Claims have been filed or there is reasonable evidence indicating the probable filing thereof;
- C. The Contract Price has been reduced because of Modification Agreements.

ARTICLE 12 - SUSPENSION OF WORK AND TERMINATION

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 Project and terminate the Agreement. In such case the CONTRACTOR shall be paid for all Work executed.

ARTICLE 13 – FAILURE TO PERFORM

If, during the term of this contract, the Vendor/Contractor should refuse or otherwise fail to perform any of its obligations under the contract, the County reserves the right to:

- a) Obtain the goods or services from another Vendor/Contractor; and/or
- b) Terminate the contract; and/or
- c) Suspend/Debar the Vendor from bidding on Hillsborough County procurement/contracts for a period of up to 24 months and/or
- d) Pursue any and all other remedies available to the County.

ARTICLE 14 - MISCELLANEOUS

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 his employees, agents or others for whose acts he 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.

ARTICLE 15- MAINTENANCE OF RECORDS

The CONTRACTOR will keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the CONTRACTOR for a minimum of six (6) years from the date of termination of this contract. The COUNTY and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during

the period of this contract and during the period of six (6) years thereafter. The six (6) year time period will be extended until audit findings are issued if an audit is initiated during the six (6) year period. Such activity shall be conducted only during normal business hours. The COUNTY, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONTRACTOR as concerns the aforesaid records and documentation.

ARTICLE 16 - FUNDING

The award of this Bid and continuation of resulting contract will be contingent upon the availability of funds in Hillsborough County's Budget.

ARTICLE 17 - PAYMENT TO SUBCONTRACTORS

By submission of an Application for Payment, the prime CONTRACTOR certifies that all subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the prime CONTRACTOR prior to receipt of any further progress payments. During the contract and upon completion of the contract the COUNTY may request documentation to certify payment to subcontractor's 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 subcontractor.

ARTICLE 18 - HILLSBOROUGH COUNTY EQUAL OPPORTUNITY CLAUSE

APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS IN THE AMOUNT OF \$10,000 OR MORE.

During the performance of this contract, the CONTRACTOR agrees as follows:

1. General. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or physical handicap. The CONTRACTOR will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. Recruitment. The CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or physical handicap.
3. Unions. The CONTRACTOR will send, to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advertising the labor union or worker's representative of the CONTRACTOR's commitments under this assurance, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Compliance Reports. The CONTRACTOR will maintain records and information assuring compliance with these requirements and shall submit to the designated Hillsborough County official timely, complete and accurate compliance reports at such times and in such form containing such information as the responsible official or his designee may determine to be necessary to enable him to ascertain whether the CONTRACTOR has complied or is complying with these requirements. The CONTRACTOR will permit access to his books, records and accounts by Hillsborough County for purposes of investigation to ascertain compliance with such rules, regulations and orders. In general, the CONTRACTOR and subcontractors should have available racial and ethnic data showing the extent to which members of minority groups are beneficiaries under these contracts.
5. Sanctions. In the event of the CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Hillsborough County contracts by rule, regulation or order of the Board of County Commissioners of Hillsborough County, or as otherwise provided by law.

6. Subcontractors. The CONTRACTOR will include the provisions of paragraphs (1) through (6) in every subcontract under this contract so that such provisions will be binding upon each subcontractor. The CONTRACTOR will take such action with respect to any subcontractor as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance.
7. Federal Requirements. In the event this contract is paid in whole or in part from any federal governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

APPLICABLE STATUTES, ORDERS AND REGULATIONS

FEDERAL

- Section I of the Fourteenth Amendment to the United States Constitution.
- Title VI of the Civil Rights Act of 1964.
- Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and 1975
- Civil Rights Acts of 1866 and 1870.
- Standards for a Merit System of Personnel Administration, 45 CFR 70.
- Revised Order Number 4, 41 CFR 60-2.10.
- Rehabilitation Act of 1973, P.L. 93-112.
- Interagency Agreement dated March 23, 1973.
- Executive Order 11914, Non-discrimination with Respect to the Handicapped in Federally Assisted Programs.
- Age Discrimination Act of 1967, P.L. 94-135
- Civil Rights Act of 1968, P.L. 90-284
- Veterans Readjustment Act.
- Section 14001 of the Consolidated Omnibus Budget Reconciliation Act of 1985, (State and Local Assistance Act of 1972, as amended)
- Office of Management and Budget Circular 102, Attachment O.
- Age Discrimination in Employment Act, as amended.
- Civil Rights Restoration Act of 1987.
- Federal Civil Rights Act of 1991.
- Americans with Disabilities Act
- General Accounting Procedures, 45 CFR, Part 74 and/or Part 92
- Clean Air Act, 42 USC 1857(h), section 306
- Clean Water Act, 33 USC 1368, section 508
- Executive Order 11738
- Environmental Protection Agency Regulations, 40 CFR, Part 15

STATE

- State Constitution, Preamble and Article I, Section 2 protects citizens from discrimination because of race, national origin, or religion, national origin, sex or physical disability.
- Florida Statutes, Chapter 112.042, requires non-discrimination in employment by counties and municipalities, because of race, color, national origin, sex, physical handicap, or religious creed.
- Florida Statutes, Chapter 112.043, prohibits age discrimination in employment.
- Florida Statutes Chapter 413.08, prohibits discrimination against the handicapped in employment.
- Florida Statutes, Chapter 448.07, prohibits wage rate discrimination based on sex.
- Florida Civil Rights Act of 1992, as amended

HILLSBOROUGH COUNTY

- Hillsborough County Ordinance #00-37, (Human Rights Ordinance) prohibits discrimination in housing, employment, public accommodations, and procurement and contracting.
- Hillsborough County Ordinance #83-9, (Homerule Charter) Article IX, Section 9.11, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, physical handicap, or political affiliation.

(Rev 02-01)

ARTICLE 19 - SEVERABILITY

If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

ARTICLE 20 - PATENT/COPYRIGHT INDEMNITY

The CONTRACTOR, in accepting this Contract/Agreement, agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including attorneys' fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment therefor by the County.

ARTICLE 21 - SUPPLEMENTAL UNILATERAL EXTENSION PERIODS

The COUNTY, through its Director of Financial Services (Procurement), has the option and reserves the right to unilaterally extend this contract or renewal period for up to three (3) additional one (1) month periods or any portion thereof, at the same terms and conditions. Notice of the County's intent to extend shall be provided by the COUNTY in writing to the CONTRACTOR prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

ARTICLE 22 - COUNTY AS INTENDED BENEFICIARY OF SUBCONTRACTS

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

ARTICLE 23 - INDEMNIFICATION (GENERAL LIABILITY)

The CONTRACTOR shall indemnify, hold harmless, and defend the COUNTY and the Board of County Commissioners, their agents and employees and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at anytime be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, to the extent caused or incurred, as a result of any negligent, wrongful, or intentional act or omission of, or based on any act of fraud or defalcation by the CONTRACTOR, or anyone performing any act required of the CONTRACTOR in connection with performance of the Contract awarded pursuant to this Bid. These obligations shall survive acceptance of any goods and/or performance and payment therefore by the COUNTY.

ARTICLE 24 - 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.

ARTICLE 25 - UNILATERAL CHANGE ORDERS

Without invalidating the Contract, the COUNTY, through its Director of Procurement Services, reserves the right to, at any time or from time to time, unilaterally issue change orders (the cumulative total of which shall not exceed twenty-five thousand dollars (\$25,000.00) for additions, deletions, or revisions in the services to be rendered under this Contract. Once the \$25,000.00 cap is reached, all other additions, deletions, or revisions in the services shall be valid and enforceable only when evidenced by a written modification executed and approved by the Contractor and the COUNTY.

ARTICLE 26 - CONTRACT TERM

The term of this contract shall be until project completion.

ARTICLE 27 - PRICE ESCALATION/DE-ESCALATION CLAUSE

The following clause **SHALL NOT** apply to this contract.

ARTICLE 28 - SPECIAL CONDITIONS

28.1 See Article 2 - Definitions. The definition of COUNTY is revised to the following:

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

28.2 See Article 2 - Definitions. The definition of CONTRACTOR is revised to the following:

"CONTRACTOR," "Contractor," "VENDOR," or "Vendor" shall mean the successful bidder and vice versa, whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.

28.3 See Article 2 - Definitions. The definition of CONTRACTOR is revised to the following:

"Contract Time" shall mean the number of calendar days stated in the Contract Documents for the completion of the Work.

28.4 SUBSTITUTE "PURCHASE ORDER" FOR THE WORD "CONTRACT" OR "AGREEMENT"

In all instances where the word "Contract" or "Agreement" is used in this Bid document, "Purchase Order" is substituted. Award of a Purchase Order shall be made through the Administrative Award Process as applicable for acquisitions under \$100,000.

28.5 SUBSTITUTE "CHANGE ORDER" FOR "MODIFICATION AGREEMENT"

In all instances where the words "Modification Agreement" are used in this Bid document, "Change Order" is substituted. Issuance of a Change Order shall be made through the Administrative Award Process as applicable for acquisitions under \$100,000.

28.6 SUBSTITUTE "COUNTY ADMINISTRATOR OR DELEGATE" FOR "BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY"

In all instances where the words "Board of County Commissioners of Hillsborough County" are stated as the approval authority in this Bid document, "County Administrator or Delegate" is substituted as appropriate to the Award of a Purchase Order through the Administrative Award Process for acquisitions under \$100,000.

28.6 The COUNTY'S PROJECT MANAGER shall ensure that a release purchase order is processed to encumber funds prior to any work being started by the CONTRACTOR.

28.7 NON-EXCLUSIVE CONTRACT – This is not an exclusive contract. Award of this Contract shall impose no obligation on the COUNTY to utilize the CONTRACTOR for any similar work of this type, which may develop during the contract period. The COUNTY specifically reserves the right to concurrently contract with other companies for similar work if it deems such actions to be in the COUNTY'S best interest.

ARTICLE 29 - INSURANCE REQUIREMENTS

Contractor's Liability Insurance:

The CONTRACTOR shall procure and maintain in force such insurance as will protect him from claims under Workers' Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom, any or all of which may arise out of or result from the CONTRACTOR'S operations under the Contract Documents, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance. Before starting the work, the CONTRACTOR will file with the COUNTY certificates of such insurance, acceptable to the COUNTY; these certificates shall contain a provision for cancellation as found in paragraph 5 of Section B immediately below.

Insurance Required:

A. General

Before starting and until acceptance of the Work by the COUNTY, the CONTRACTOR shall procure and maintain insurance of the types and to the limits specified in paragraphs B. (1) through (4) below. All policies of insurance under this contract shall include as additional insured Hillsborough County and its employees. All policies shall provide for separation of insured's interests such that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought.

B. Coverage

The CONTRACTOR shall procure and maintain in force during the life of this contract the following types of insurance coverage written on standard forms and placed with insurance carriers acceptable to the County and approved by the Insurance Department of the State of Florida. The amounts and type of insurance shall conform to the following requirements:

1. **Worker's Compensation Insurance** - The CONTRACTOR shall procure and shall maintain in force during the life of this Contract, Workers' Compensation Insurance providing statutory benefits, including those that may be required by an applicable federal statute, for all of his employees to be engaged in work on the project under this Contract. In case any class of employee engaged in hazardous work on the project under this contract is not protected under the Workers' Compensation statute, the CONTRACTOR shall provide employer's liability insurance for all said employees.

a. Employer's Liability:

<u>\$100,000.00</u>	Limit each Accident
<u>\$500,000.00</u>	Limit Disease Aggregate
<u>\$100,000.00</u>	Limit Disease each Employee

2. **Commercial General Liability Insurance*** - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Service office with limits of not less than those listed below and must include:

a. General Aggregate:	<u>\$1,000,000.00</u>
Products and Completed Operations:	<u>\$1,000,000.00</u>
Personal and Advertising Injury:	<u>N/A</u>
Each Occurrence:	<u>\$1,000,000.00</u>
Fire Damage (anyone fire):	<u>N/A</u>

3. **Business Automobile Liability Insurance*** – “ANY AUTO” coverage is required - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Service office with limits not less than those listed below and must include:
 - a. \$1,000,000.00 combined single limits each accident, for bodily injury and property damage liability.
 - b. Owned Vehicles
 - c. Hired and Non-owned Vehicles
 - d. Employer Non-ownership
 - e. Garage Keepers Liability:
4. **Professional Liability:**
 - a. Minimum limits of N/A per claim.
 - b. Notice of cancellation and or restrictions: The policy must be endorsed to provide the county with forty-five days notice of cancellation and/or restrictions.
5. **Builder's Risk:** ☐ is/ ☒ is not required. **Installation Floater:** ☐ is/ ☒ is not required. If required, maximum deductible: N/A The policy should be issued for the cost of construction only. Labor and fees should not be included in the amount of coverage.
6. **Chemical Liability:** \$1,000,000.00 per claim.
7. **Certificate of Insurance and Copies of Policies** - Certificates of Insurance furnished by Hillsborough County evidencing the insurance coverage specified in the previous paragraphs B. 1. through 4. inclusive, and on request of the COUNTY certified copies of the policies required shall be filed with the Risk Management Division of the COUNTY on a timely basis. The required Certificates of Insurance not only shall list Hillsborough County as additional insured, for the operations of the CONTRACTOR under this contract (excluding the worker's compensation, automobile liability, and professional liability policies) and shall name the types of policies provided and shall refer specifically to this Contract.

***Any General Liability, Pollution Liability, Garage Keepers, and Aircraft Insurance policies that are required under this contract must include “Hillsborough County BOCC” as an Additional Insured.**

If the initial insurance expires prior to the completion of the Contract, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

The required limits for insurance may be achieved through a combination of primary and umbrella policies.

These policies will provide that: the insurer(s) waive their rights of subrogation against the Hillsborough County Board of Commissioners, their officials, employees, agents, and consultants.

Cancellation - Should any of the above described policies be canceled or non-renewed before the stated expiration date thereof, insurer will not cancel same until at least **thirty (30)** days prior written notice has been given to the below named certificate holder. This prior notice provision is a part of each of the above described policies.

Project Title: ITB-S-0080-0-2011/JSW, Balm Boyette Scrub Agricultural Field Restoration Services – Phase I

Reviewed, Risk Management Division: SIGNED COPY IN FILE
Signature

DATE: 9-29-10

CERTIFICATE OF LIABILITY INSURANCE

Date:

Producer, Address, Telephone No.	Insurers Affording Coverage
Insured, Address	Insurer A:
	Insurer B:
	Insurer C:
	Insurer D:
Insurer E:	

This is to certify that the insurance policies listed below have been issued to the insured and are in force at this time. It is further certified that these policies have been endorsed to provide that they will not be cancelled or changed so as to reduce the described coverages until 30 days after written notice of such cancellation or change has been delivered to the certificate holder at the address shown below.

Insr Ltr	Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits	
	General Liability ☐ Commercial General Liability ☐ Claims Made ☐ Occur ☐ _____ ☐ _____ General Aggregate Limit Applies per: ☐ Policy ☐ Project ☐ Loc				Each Occurrence	\$
					Fire Damage	\$
					Personal & Advertising Injury	\$
					General Aggregate	\$
					Products – Completed Operations Aggregate	\$
						\$
	Automobile Liability ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ _____ ☐ _____				Combined Single Limit (Each Accident)	\$
					Bodily Injury (Per Person)	\$
					Bodily Injury (Each Accident)	\$
					Property Damage (Per Accident)	\$
	Garage Liability ☐ Any Auto ☐ _____				Auto Only – Ea Acc	\$
					Other than Ea Acc Auto Only:	\$
					Aggregate	\$
	Excess Liability ☐ Occur ☐ Claims Made ☐ Deductible ☐ Retention \$ _____				Each Occurrence	\$
					Aggregate	\$
						\$
						\$
	Workers' Compensation and Employer's Liability				☐ WC Statu- ☐ Oth- tory Limits er	\$
					E. L. Each Accident	\$
					E. L. Disease – Ea Emp	\$
					E. L. Disease – Pol Limit	\$
	Other _____					\$

☐ Contractual Liability Coverage is Included in listed General and Auto Liability Policies.
☐ "Hillsborough County, a political subdivision of the state of Florida" has been named as an Additional Insured on the listed General, Auto and Aircraft Liability Policies.
☐ Listed General Liability Policies include a Separation of Insureds (severability of interests) provision.
☐ Other Provisions/Limitations/Conditions: **ITB-S-0080-0-2011/JSW, Balm Boyette Scrub Agricultural Field Restoration Services – Phase I**

Certificate Holder: Hillsborough County - BOCC Risk Management Division 601 E. Kennedy Blvd, 17 th FL Tampa, FL 33602	Fax No. (813-635-8274) Authorized Representative: _____ Signature _____
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PART B - SPECIFICATIONS
2. TECHNICAL SPECIFICATIONS

1. INTRODUCTION

The Hillsborough County Parks, Recreation, and Conservation Department, Conservation Services Section requires a qualified CONTRACTOR to begin the upland habitat restoration of a compromised pasture located in the Balm Boyette Scrub Nature Preserve. Acreage of the pasture is approximately one-hundred forty-eight (148) acres.

These acreages include adjacent peripheral areas and are an estimate because of their irregular shape. Eradication will consist of three (3) tasks:

- **Task I:** Disking of the pasture of one-hundred forty-eight (148) acres and spraying of peripheral areas.
- **Task II:** Spraying of disked areas and re-treatment of peripheral areas that failed to meet the ninety-five percent (95%) kill rate.
- **Task III:** Spraying operations of re-sprouts cogon grass, and new growth cogon grass following the dormant winter season in previously disked pasture areas.

The pasture and surrounding upland areas found in Township 31, Range 21, and Sections 17 and 18 (BBS Nature Preserve) are dominated by the non-native invasive grass *Imperata cylindrica* (cogon grass), with scattered occurrences of *Baccharis halimifolia* (salt bush), *Eupatorium capillifolium* (dog fennel), *Myrica cerifera* (wax myrtle) and *Urena lobata* (Caesar weed) all found in varying densities around the perimeter of, and mixed in with, the cogon grass. Some of the wetter edges of the pastures may also have incidences of feral hog rooting.

2. SCOPE OF SERVICES - DELIVERABLES

2.1 Task I Services

- 2.1.1 Shall consist of mechanical disking of the project area one-hundred forty-eight (148) acres, to a depth of no less than eighteen (18) inches while concurrently spraying peripheral areas of the pastures that are too uneven in terrain to disk.
- 2.1.2 The CONTRACTOR shall disk the pasture four (4) times in a crosscut pattern. One (1) pass will be made from east to west, followed by a pass from north to south. After a two (2) week resting period to allow the plant matter to dry out, a repeat of the crosscut pattern (one (1) pass east to west and one (1) pass north to south, or vice versa) will be executed.
- 2.1.3 Concurrent with the disking, the CONTRACTOR shall use spray equipment to combat the cogon grass in those peripheral areas of the pastures that can not be disked because of obscured, uneven terrain. Cogon grass growing in the peripheral areas, including within palmetto stands and under pine and hardwood hammocks, will be sprayed with the most efficacious blend of herbicides that will ensure a ninety-five (95%) percent kill of the cogon grass with only incidental losses of desirable species, such as palmetto and pine.
- 2.1.3.1 CONTRACTOR should consider using mixtures of some combination of glyphosate, imazapyr, imazapic, imazamox, and milestone VM, with appropriate adjuvants and water conditioners, to insure residual soil activity of the mixture. The PROJECT MANAGER will discuss mixture contents with CONTRACTOR before proceeding with spray operations to insure appropriate application.
- 2.1.4 Task I services shall begin in the Spring 2011 (March/April) and shall be completed by May 15th, 2011.

2.2 Task II Services

- 2.2.1 Shall consist of revisiting the pasture and peripheral areas within four (4) to six (6) months of completion of Task I operations (the exact date to be determined by the COUNTY Project Manager due to a variable starting date) to spray any re-sprouting grass in previously-disked pasture areas disking operations. Weather conditions and successful achievement of disking requirements will affect the length of time of recovery following disking operations.

2.2.2 Task II work should be completed before the first frost (should one occur) or by approximately mid-November 2011.

2.3 **Task III Services**

2.3.1 Task III shall begin after the COUNTY has contacted the CONTRACTOR to begin work (April-July 2012) and will occur in conjunction with the first evidences of re-spraying and new spring growth resulting from the onset of consistent late spring/early summer rains.

2.3.2 Task III services shall be completed by mid summer 2012.

3. **SCOPE OF SERVICES – GENERAL**

3.1 The CONTRACTOR'S personnel shall be supervised at all times by an on-site Manager/Supervisor who is familiar and experienced with the work required.

3.2 The CONTRACTOR shall be required to restrict all treatment activities to those areas within the boundaries of the project site, as delineated on arials supplied by the COUNTY Project Manager.

3.3 The CONTRACTOR shall avoid all disturbances to species listed as endangered, threatened or of special concern, wetlands, cultural or historic sites or other areas that are known to be sensitive. The COUNTY will be responsible for identifying these resources and providing information to the CONTRACTOR. While performing the proposed work, if the CONTRACTOR encounters a sensitive area or wildlife not previously identified, work will cease and the COUNTY Project Manager will be contacted for further guidance.

3.4 The CONTRACTOR shall make every effort to avoid damage to desirable native vegetation.

3.5 The CONTRACTOR shall not cause or contribute to the degradation of water quality standards in adjacent waters in performance of services under this contract.

3.6 The CONTRACTOR shall be responsible for ensuring public safety. All safety precautions should be in place throughout the duration of the project.

3.7 To reduce the spread of plant seeds and rhizomes, all equipment must be cleaned of debris prior to transport to and from the site. Water will be supplied by the COUNTY to clean equipment prior to leaving the site if necessary.

3.8 Once the project has been initiated, the CONTRACTOR shall continue to work on the project until completion.

3.9 The CONTRACTOR may work Monday through Sunday on specified days from sunrise to sunset unless otherwise approved in writing by the County Project Manager.

3.10 The CONTRACTOR shall notify the COUNTY, in writing, within three (3) working days after each event/task has been completed to allow inspection of work by the COUNTY Project Manager.

3.11 The Project Manager shall notify the CONTRACTOR in writing of the project initiation date and any subsequent changes in the schedule. The CONTRACTOR shall request approval from the COUNTY of any subsequent changes in schedule.

EXHIBIT I

Figure 1.
General Location of Project

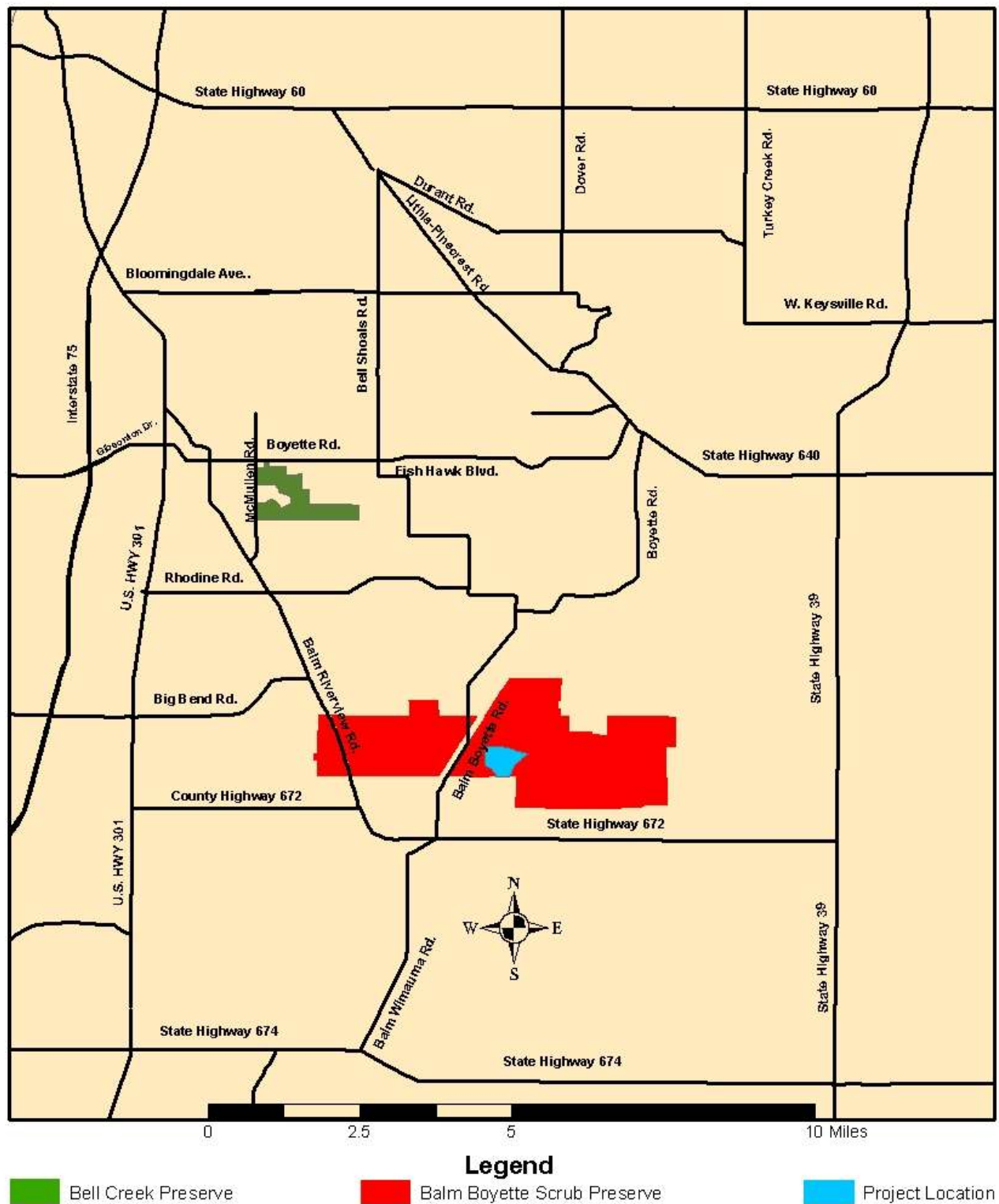


EXHIBIT 2

Figure 2- Project Area



ITB-S-0080-0-2011/JSW
BALM BOYETTE SCRUB AGRICULTURAL FIELD RESTORATION SERVICES – PHASE I

THE FOLLOWING ARE SUBMITTED BY THE BIDDER FOR THE PURPOSE OF:

- A. ARRIVING AT AN ESTIMATED TOTAL BID PRICE
- B. ESTABLISHING PRICE FACTORS TO BE UTILIZED IN ADJUSTING THE ESTIMATED TOTAL PRICE RESULTING FROM MODIFICATION(S) ISSUED OR ANNUAL RENEWALS.

NOTE: QUANTITIES LISTED IN COLUMN (IV) ARE ESTIMATES ONLY

In the event the lowest responsive and responsible bid exceeds available funds, the County reserves the right to reduce the estimated quantities at the unit price bid, to bring the bid award within available funding.

Column I Category Number	Column II Category Title	Column III Unit of Measure	Column IV Estimated Quantity	Column V Unit Price	Column VI Total Dollar Pay Quantity (Column IV x V)
1	<u>Task I Services</u> Disk pasture and spray all peripheral areas	Acres	148	\$	\$
2	<u>Task II Services</u> Spraying of disked areas and retreatment of peripheral areas that fail to meet 95% kill rate. Accomplished within four (4) to six (6) months of Task I completion.	Job	1	\$	\$
3	<u>Task III Services</u> Spraying operations of re-sprouts cogon grass, and new growth cogon grass following the dormant winter season in previously disked pasture area (Line A). Work to be completed by mid summer 2012.	Job	1	\$	\$

2. TOTAL BID PRICE

TOTAL BID PRICE:

This total represents the sum of the prices shown in Column VI on page(s) BP-2.

Should the Bidder make an error in the addition of the prices shown in Column VI on page(s) BP-2 the correct summation of the products of the approximate quantities shown in the Bid Proposal, by the unit bid prices, will be considered as the total bid price.

Bidders are aware that the dollar amount shown herein is to be utilized by the COUNTY as a guide to the best qualified low Bidder.

The actual total compensation paid Bidder for the project described in these Contract Documents may vary from the amount stated herein due to adjustments in pay quantities resulting from the issuance of Change Orders.

In the box below, enter the total which represents the sum of the prices shown in Column VI on page(s) BP-2.

\$ _____

(Do Not Leave Blank)

3. **BID PROPOSAL CHECKLIST.**

In addition to submittal requirements indicated on the Service Project Checklist, page CK-1 of this document, the following items should be **SUBMITTED WITH THE BID:**

3.1. **Responsibleness.** The Bidder shall submit as part of its Bid clear and convincing documentation that will satisfy the requirement as stated on Page IB-7, Item 28 Special Instructions.

4. **Name of Bidder** _____
(typed or printed: firm, corporation, business or individual)

5. **Name of Contact Person** _____

6. **Our (local-to-Tampa, Florida) business and mailing address is:**

7. **Our primary business and mailing address is:**

8. **Our present business phone number is** (_____) _____

Our present business fax number (if any) is: (_____) _____

Our e-mail address (if any) is _____

9. **Our business has been in operation under its present name since:**

10. **Our Federal Tax ID Number is:** _____

11. **At this present time we understand** all requirements and state that as a serious bidder we will comply with all the stipulations included in the bid package.

The above-named Bidder affirms and declares:

- (1) That the Bidder is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Purchase Order proposed to be entered into.
- (2) That this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud.
- (3) That the Bidder is not in arrears to Hillsborough County upon debt, purchase order or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County.
- (4) That no officer or employee or person whose salary is payable in whole or in part from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of this Purchase Order; in the supplies, materials, equipment, and services or labor to which they relate; or in any portion of the profits thereof.
- (5) That the Bidder has carefully examined the site where the services are to be performed and that, from his/her own investigations, been satisfied to the nature and location of the Project; the character, quality and quantity of materials; the kind and extent of the equipment and other

facilities needed for the performance of the services; the general and local conditions, all difficulties to be encountered; and all other items which may in any way affect the performance of the services.

IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

BIDDER:

Witness

BY: _____ (SEAL)
(Authorized Signature in Ink)

Witness

(Printed Name of Signer)

(Title of Person Signing)

CORPORATE SEAL
(Where appropriate)

(Date Signed)

(Phone Number of Signer)

ACKNOWLEDGEMENT OF BIDDER, IF A CORPORATION

STATE OF _____ COUNTY OF _____
The foregoing instrument was acknowledged before me this

_____ By _____
(Date) (Name of officer or agent, title of officer or agent)

of _____ a _____ corporation,
(Name of corporation acknowledging) (State or place of incorporation)
on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____
(Date)

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF BIDDER, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____
The foregoing instrument was acknowledged before me this

_____ By _____
(Date) (Name of acknowledging partner or agent)

partner (or agent) on behalf _____ a partnership. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____
(Date)

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF BIDDER, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____
The foregoing instrument was acknowledged before me this

_____ By _____
(Date) (Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____
(Date)

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

Part C-Proposal – Exhibit I
Schedule of Bidder's Qualifications
ITB-S-0080-0-2011/JSW
(Please complete all lines)

1. PROJECT: (NAME) _____
(CONTACT PERSON) _____
(ADDRESS) _____

(TELEPHONE) (____) _____
(DESCRIPTION) _____

(PROJECT AMOUNT) \$ _____ (PROJECT PERIOD) _____ TO _____
CONTRACTOR _____, SUBCONTRACTOR _____, OR SUBCONSULTANT _____

2. PROJECT: (NAME) _____
(CONTACT PERSON) _____
(ADDRESS) _____

(TELEPHONE) (____) _____
(DESCRIPTION) _____

(PROJECT AMOUNT) \$ _____ (PROJECT PERIOD) _____ TO _____
CONTRACTOR _____, SUBCONTRACTOR _____, OR SUBCONSULTANT _____

3. PROJECT: (NAME) _____
(CONTACT PERSON) _____
(ADDRESS) _____

(TELEPHONE) (____) _____
(DESCRIPTION) _____

(PROJECT AMOUNT) \$ _____ (PROJECT PERIOD) _____ TO _____
CONTRACTOR _____, SUBCONTRACTOR _____, OR SUBCONSULTANT _____

PART C

EXHIBIT II

HILLSBOROUGH COUNTY EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

STATEMENT OF COMPLIANCE

THE PROPOSER/BIDDER REPRESENTS THAT THE INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT. THE PROPOSER/BIDDER ASSURES HILLSBOROUGH COUNTY OF ITS COMPLIANCE WITH FEDERAL, STATE AND COUNTY AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. THE PROPOSER/BIDDER FURTHER ASSURES THAT IT AND ITS SUBCONTRACTOR'S/SUBRECIPIENT'S FACILITIES ARE ACCESSIBLE TO THE HANDICAPPED (IF APPLICABLE).

INSTRUCTIONS

As a proposer/contractor with the County, you are urged to carefully review the Equal Employment Opportunity Affirmative Action Questionnaire and respond to it as it relates to your own employment practices.

Please note particularly that:

1. Where federally-assisted contracts are involved, the proposer/ contractor is bound by Revised Order No. 4 (41 CFR Part 60-2) and Executive Order 11246 of September 24, 1965 as amended, by Executive Orders 11375 and 12086; or Title VI of the Civil Rights Act of 1964 and Federal contract Compliance "bid conditions" in the proposal package.
2. The proposer/contractor must complete **ALL** forms of this Equal Employment Opportunity Affirmative Action Questionnaire if the total amount of the contract is equal to or exceeds \$10,000.

If at any time there arises a question, problem or need for assistance in meeting the equal opportunity requirements on County contracts, please contact Hillsborough County's Economic Development Department, DM/DWBE & SBE Programs Section, P.O. Box 1110, Tampa, Florida 33601, (813) 272-5969.

**EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION QUESTIONNAIRE**

PROJECT: BALM BOYETTE SCRUB AGRICULTURAL FIELD RESTORATION SERVICES – PHASE I

ITB-S-0080-0-2011/JSW

FIRM'S CIVIL RIGHTS STATUS

All responding firms are requested to carefully review the following questions and provide responses as it relates to the firm's own affirmative action and equal opportunity practices.

Please respond to the following:

1. ★Provide a copy of your organization's Affirmative Action Plan or Program. (If not submitted within the past twelve (12) months.)
 2. Workforce Analysis by race/sex and EEO Category.
 3. If organization receives federal/state/local funding, please list source and dollar amount.
 4. Name of person designated as EEO representative.
 5. Is the organization receptive to on-site reviews?
 6. Does the organization have a procedure for resolving discrimination complaints?
 7. Has your firm been charged with discrimination within the past eighteen (18) months? If yes, how many charges, nature of charge; when; and where?
 8. Do you anticipate hiring additional staff to perform this contract? If yes, please provide the number of positions and type of positions.
 9. Please provide a copy of the company's Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by the Chief Executive Officer. (If not submitted within the past twelve (12) months).
- ★ **A written Affirmative Action Plan or Program is required if the firm has fifteen (15) or more employees. If the firm has fewer than fifteen (15) employees, then an Affirmative Action Policy Statement is required.**

SANCTIONS AND PENALTIES

1. Failure to comply with the Equal Opportunity and Affirmative Action requirements adopted by the Board of County Commissioners of Hillsborough County may result in suspension or debarment of the firms or individuals involved. Debarment of firms by Hillsborough County for activity contrary to this program will be carried out according to the debarment procedures contained in the Hillsborough County Procurement Manual. Said firm or individual will be notified by registered mail of said suspension or debarment and may appeal suspension or debarment through the procedure set forth in the Procurement Manual.
2. The Board of County Commissioners encourages each proposer/bidder to submit EEO documentation with the bid.
3. The Board of County Commissioners also reserves the right to reject any proposals from firms who have previously failed to perform properly and who have done so by commission or omission of an act of such serious or compelling nature that the act indicates a serious lack of business integrity or honesty or willingness to comply.

FIRM NAME: _____

JOB CATEGORY	TOTAL EMPLOYEES		MALES					FEMALES				
	MALE	FEMALE	WHT	BLK	HISP	API	AI	WHT	BLK	HISP	API	AI
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craftsmen (Skilled)												
Operatives (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												

HISP: Hispanic
 API: Asian/Pacific Islander
 AI: American Indian

Job categories as provided herein are those categories identified and used in EEO (1-6) reporting requirements, required from employers by the Federal government.

(DO NOT LEAVE THIS PAGE BLANK)

PART C
EXHIBIT III

Substitute W-9
Request for Taxpayer Identification Number (TIN)
And Certification

PART I – PERSONAL or BUSINESS INFORMATION			
Please type or print legibly.	1-NAME of INDIVIDUAL, business name, or sole proprietor's name (as registered with the IRS-Internal Revenue Service)		
	2-BUSINESS NAME (DBA-doing business as), if different from above.		
	3-CHECK ONE BOX to identify the type of business named above. ☐ Individual/Sole Proprietor ☐ Partnership ☐ Corporation ☐ Non-profit 501(c) ☐ Associations/Estate or Trust ☐ Government Entity (Exempt under section 501(a)) ☐ Medical or Legal Corporation ☐ Foreign Entity(fill out appropriate W-form) ☐ LLC-Limited Liability Company (If business listed on line 2 is an LLC, must also select an LLC type from below) [] Disregarded entity [] Partnership [] Corporation [] Individual/Sole Proprietor (enter owner/individual's name on line 1 above, business/DBA name on line 2)		
	4-WITHHOLDING (Optional) ☐ Already subject to backup withholding ☐ Exempt from backup withholding		
	5-PROTECTED STATUS – Florida Statute 119.071(4)(d) Are you a member of law enforcement (active or former), a firefighter, judge or any other protected status as defined by Florida Statute 119.071(4)(d)? ☐ Yes ☐ No		
	6-ADDRESS - Street (include apt # or suite number) _____ City _____ State _____ ZIP _____ E-mail address _____		
	PART II – TAXPAYER IDENTIFICATION NUMBER (TIN)		
	Enter your TIN in the Appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employee identification number (EIN).		
	SSN		TIN / EIN
	PART III - CERTIFICATION		
Under penalties of perjury, I certify that:			
1	The number shown on this form is my correct TIN (tax payer identification number) or I am waiting for a number to be issued to me, <u>and</u>		
2	I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding <u>and</u>		
3	I am a U.S. citizen or other U.S. person (see definition below).		
The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding			
Sign here >		Date >	

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

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

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

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

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

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