



HILLSBOROUGH COUNTY SHERIFF'S OFFICE

CHAD CHRONISTER, SHERIFF

INVITATION TO BID 2023-021 SOLID WASTE & RECYCLING SERVICES

INSTRUCTIONS TO BIDDERS

Included herein are GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), SPECIFICATIONS (PART C) and BID RESPONSE (PART D), which together with all attachments, constitute the entire "Bid Package." **Said Bid Package must be the basis upon which all bids are offered and must be kept together and returned, intact, by the time and at the place specified herein.** The Bidder must manually sign the GENERAL TERMS AND CONDITIONS (PART A) and BID RESPONSE (PART D). Any questions concerning this Invitation to Bid (Bid) should be directed to the Buyer whose name appears within.

During award procedures, the Bid and bid response will become incorporated into an agreement that becomes the "Contract Document". This agreement will require the signatures of the Hillsborough County Sheriff's Office (HCSO) and the Contractor to become binding. A draft copy of the proposed agreement and its terms and conditions are attached to this ITB for review.

NOTICE TO BIDDERS

WHEN SUBMITTING A SEALED BID PACKAGE, CLEARLY MARK THE PACKAGE AS A BID DOCUMENT ON THE OUTSIDE OF THE ENVELOPE OR BOX. INCLUDE THE BID NUMBER AND THE DATE AND TIME OF THE BID OPENING. REFER TO INCLUDED PACKAGING LABEL.

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SOLICITATION OVERVIEW

SUBJECT: Invitation to Bid 2023-021

BID TITLE: Solid Waste & Recycling Services

BUYER: Marianne Theen, MTheen@TeamHCSO.com,
ph. (813) 247-8053, fax. (813) 242-1826

PROPOSED SCHEDULE OF EVENTS	DATE
Bid Advertised / Posted to HCSO and OSD Websites	October 11, 2023
Deadline to Submit Questions	October 20, 2023 3:00 PM EST
Deadline to Submit Bid & Bid Opening	October 30, 2023 3:00 PM EST
Award Notification Target Date	November 13, 2023
Contract Effective Date	December 29, 2023

OPENING PLACE: Hillsborough County Sheriff's Office
Sheriff's Operations Center
Financial Services Division - Purchasing Section
2008 East 8th Avenue
Tampa, Florida 33605

NOTE: Due to ongoing safety precautions, this Bid opening will not be open to the public. The Bid Opening will take place at the above-referenced Date, Time and Place and be recorded. The video will be posted to the HCSO website, <https://TeamHCSO.com/>.

BID OVERVIEW: The purpose of this Invitation to Bid (Bid or ITB) is to describe the requirements of Chad Chronister, the Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida ("Sheriff") in order to secure a supplier, for the provision of delivery, pick up, and service of supplier provided solid waste containers and solid waste compacting equipment utilized by the HCSO throughout Hillsborough County at designated locations.

It is the intention of the HCSO to award this contract mid-December 2023, to allow time for transition to be completed, as necessary, prior to the effective contract date of December 29, 2023.

Any reference to the "Work" throughout this bid packet is defined to be inclusive of the Scope of Work and any related performance detailed herein.

LETTER OF INTENT

BID 2023-0021 Solid Waste and Recycling Services

The undersigned acknowledges the General Terms and Conditions of the Bid and intends to respond to the HCSO. We understand that any amendments, clarifications, and addenda to the Bid will be promptly communicated to the individual authorized below to receive this information. Please print clearly.

COMPANY NAME

COMPANY ADDRESS

PRIMARY CONTACT NAME/TITLE

EMAIL ADDRESS

TELEPHONE NUMBER

FAX NUMBER

SIGNATURE OF COMPANY OFFICER

DATE

When responding to this Letter of Intent, in good faith, it will allow the Buyer to coordinate Bid related correspondence in an effective manner to all participants, when applicable, in addition to the HCSO's official means of communication – HCSO's website; <https://TeamHCSO.com/>.

If you do not wish to participate, please instead return the included *Statement of No Participation*. The "No Bid" information is helpful to the process and assures the HCSO you wish to remain on the available HCSO Supplier List.

****NOTE: THIS FORM SHOULD BE SENT IMMEDIATELY TO THE BUYER LISTED HEREIN, AT FAX NUMBER 813-242-1826, or to Purchasing@HCSO.Tampa.FL.US.**

PART A – GENERAL TERMS AND CONDITIONS1. **BIDS:**

Must be contained in a SEALED envelope addressed to: Hillsborough County Sheriff's Office, Sheriff's Operations Center, Financial Services Division – Purchasing Section, 2008 East 8th Avenue, Tampa, Florida 33605. To prevent inadvertent opening, the Bid must be marked as a BID DOCUMENT utilizing the Packaging Label provided at the end of this document.

A. If our specifications, when included, are not returned with your Bid, and no specific reference is made to them in your BID RESPONSE (PART D), it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, company's or manufacturer's specifications which accompany the BID RESPONSE (PART D), contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your BID RESPONSE, *Exceptions* (PART D, Paragraph 1)

2. **BID DELIVERY:**

The responsibility for getting the Bid to the HCSO on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The HCSO will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Bidder shall be responsible for reading very carefully and understanding completely the requirements within this document. Bids will not be accepted after the time specified for receipt.

3. **ON-LINE DOCUMENTS:**

The HCSO publishes procurement-related documents on its website at <https://TeamHCSO.com/Purchasing> for the convenience of companies wanting to do business with the HCSO and to save tax dollars. This service is public record and the HCSO is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a bid.

4. **TIME FOR CONSIDERATION:**

Bidder warrants, by virtue of bidding, the prices quoted in their response will be good for an evaluation period of 60 calendar days from the date of bid opening unless otherwise stated. Bidders will not be allowed to withdraw or modify their Bids after the opening time and date.

5. **PRICES:**

All bids submitted must show the net bid price after any and all discounts allowable have been deducted. **Prices quoted are to be F.O.B. Destination.** All prices shall include freight (to include manufacturer to distributor), packaging, and any other similar fees. The HCSO is exempt from all state sales, use, transportation, and excise taxes. The HCSO will issue tax exemption certificates to the Awarded Supplier(s).

A. The Bidder's attention is directed to the laws of the State of Florida including, but not limited to, Chapter 212, Florida Statutes, which applies to all transactions resulting from this Bid, and that all applicable taxes and fees shall be deemed to have been included in the BID RESPONSE (PART D) as part of the materials cost, when applicable.

6. BID ERRORS:

When errors are found in the extension of bid prices, the unit price will govern. Bids having erasures or corrections must be initialed in ink by the Bidder.

7. CONDITION OF MATERIALS AND PACKAGING:

Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Bid shall be NEW and in FIRST CLASS CONDITION or FIRST QUALITY, that all containers shall be NEW and suitable for storage or shipment, and that prices include standard commercial packaging for the items shipped.

8. CLAIMS:

The Awarded Supplier(s) will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.

9. WHEN TO MAKE DELIVERY:

Deliveries resulting from this Bid are to be made during the normal working hours of the HCSO. It is the Bidder's responsibility to obtain this information.

10. INFORMATION AND DESCRIPTIVE LITERATURE:

Bidders must furnish all information requested in the Bid. If specified, each Bidder must submit samples, cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted with previous responses will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

11. BID SUBMITTAL COSTS:

Submittal of a Bid is solely at the cost of the Bidder and the HCSO in no way is liable or obligates itself for any cost incurred by the Bidder in preparing the Bid Package.

12. NO BID:

If you do not wish to submit a response to the Bid, please return the STATEMENT OF NO PARTICIPATION. The "No Bid" information is helpful to the process and assures the HCSO you wish to remain on the available HCSO Supplier List.

13. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA):

The Bidder certifies that all material/items contained in their response meets all OSHA requirements.

14. LAWS, STATUTES, AND ORDINANCES:

The terms and conditions of the Bid and the resulting Agreement shall be construed in accordance with the laws and statutes of the state of Florida and ordinances and other regulations of Hillsborough County. Where such statutes and regulations are referenced, they shall be interpreted to apply to this Bid and to the resulting Agreement. While the Sheriff is not bound by Chapter 287, *Florida Statutes*, in the spirit of fair dealing and just opportunity, the HCSO endeavors to meet the directives and business practices articulated in the Chapter.

The Bidder's attention is directed to the fact that all applicable Federal, State and local laws, ordinances, codes, rules and regulations shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written. Florida law will govern all questions concerning implementation and execution of this contract and shall also be controlling in any cause of action brought pursuant to this contract.

The Awarded Supplier(s) agrees that it shall observe and obey all the laws, ordinances, regulations and rules of the Federal, State, County and City which may be applicable to its services.

15. FAMILIARITY WITH LAW:

The Bidder is required to be familiar with all Federal, State and local laws, ordinances, rules, codes and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility.

16. ACCEPTANCE AND REJECTION:

The HCSO reserves the right to reject any or all bids, for cause, to waive irregularities, if any, and to accept the Bid (or Bids) which, in the judgment of the Sheriff, are in the best interest of the HCSO. The HCSO reserves the right to evaluate, add, and/or reject any items from any bid options or resulting contract(s) when deemed to be in the best interest of the HCSO.

17. APPROPRIATION OF FUNDS:

The HCSO, as an entity of local government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this Bid for each and every fiscal year following the fiscal year in which this Contract is executed and entered into, and for which the Contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Contract, provide prompt written notice of such event and effective 30 calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such Contract.

18. PROTESTS:

Any Bidder who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all Bids must submit a notice of protest in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) of the notice of award to the HCSO Purchasing Section by registered mail or hand delivery for which a receipt must be provided.

- A. The HCSO will have five (5) business days upon receipt of the notice to review and consider the protest as written. The Buyer will coordinate the review process with the parties involved and may request additional information from the Bidder or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Buyer will make a recommendation to the Chief Financial Officer (CFO).
- B. The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the Bidder in writing. This decision, and the basis upon which it was made, will be communicated to the Bidder within five (5) business days following the receipt of the recommendation from the Purchasing Section. A single appeal of the CFO's decision is available by submitting a notice in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) requesting a management review of the decision. Final decision of an appeal will be made by the Sheriff.

19. INDEMNIFICATION:

The Awarded Supplier(s) will indemnify and hold harmless the HCSO and its employees and agents from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its Work, provided that any such liability, claim, damage, loss, or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from and (b) is cause in whole, or in part, by the act or omission of the Awarded Supplier(s), any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole, or in part, by a party indemnified hereunder.

- A. In any and all claims against the HCSO or any of its agents or employees by any employee of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Bidder or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

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20. PUBLIC ENTITY CRIMES:

Pursuant to §§287.132-133, *Fla. Stats.*, the HCSO, as a public entity, may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, *Fla. Stat.*, for Category Two (\$35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that the person or affiliate was placed on the convicted vendor list, unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), *Fla. Stat.* If you submit a proposal in response to this Bid, you are certifying that §§287.132-.133, *Fla. Stats.*, does not restrict your submission.

21. PUBLIC RECORDS:

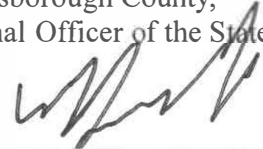
Any material submitted in response to this Bid will become a public document pursuant to §119.07, Florida Statute. This includes material which the respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, Florida Statute. The Bidder agrees to comply with §119.0701, Florida Statute, regarding maintenance and provision of access to all public records generated by this Contract with the HCSO.

- A. The HCSO requires that, at the conclusion of the selection process, the contents of all the Bids be placed in the public domain and be open to inspection by interested parties. Any restrictions on the use of data contained within a Bid must be clearly stated in the Bid itself, and a redacted electronic copy provided. Proprietary information submitted in response to the Bid will be handled in accordance with applicable Florida Statutes.

- B. If the Bidder has questions regarding the application of Chapter 110, Florida Statute, to the Bidder's duty to provide public records relating to this Contract, contact the custodian of public records at: Records Section - Freddie Solomon Annex, 1900 East 9th Avenue, Tampa, Florida 33605.

Records Custodian may also be reached at (813) 247-0960 or rec_request@hcs0.tampa.fl.us.

Chad Chronister,
Sheriff of Hillsborough County,
A Constitutional Officer of the State of Florida

By: 

William V. Spinnell, CPA
Chief Financial Officer

SIGNATURE OF ACKNOWLEDGMENT

The General Terms and Conditions outlined above, and published at TeamHCSO.com, are acknowledged. Our Bid is attached.

Company Name

Company Officer Name (Printed) Title

Company Officer Signature Date

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID. EACH COMPANY'S BID, AND ANY CLARIFICATIONS TO THAT BID, AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN THE BID RESPONSE, *EXCEPTIONS* (PART D, PARAGRAPH 1).

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END OF SECTION

PART B - SPECIAL PROVISIONS

1. **BID SUBMISSION:**

One (1) original bid package and one (1) electronic copy of the bid package is required for a response. Additional copies may be included if Contractor has redactions requested pursuant Florida Stat. §119.071. Submission must utilize the Packaging Label provided at the end of this document.

2. **COMMUNICATION BETWEEN PARTIES:**

All questions in regard to this Bid are to be directed, in writing, to the Buyer as listed herein. No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this Bid prior to the notice of award.

A. In the interest of public access, all documents relating to this Bid will be posted to the HCSO website at <https://TeamHCSO.com/Purchasing>. This will include Question & Answer (Q&A), amendments, addenda, etc. Posting documents to the HCSO website is considered the official method of notification regardless of other notification methods the Buyer utilizes for convenience of the parties involved.

3. **THE SUPPLIER PACKET:**

The Supplier Application, attached as Appendix I, must be returned with your ITB Response along with copies of all requested documents. Referencing documentation HCSO may have on file will not be considered responsive to this requirement.

4. **BIDDER QUALIFICATIONS:**

Bids shall be considered only from those who can clearly demonstrate to the HCSO a professional ability to perform the type of work specified within the Bid. Bidders must be able to demonstrate adequate organization, financial backing, equipment, and personnel to ensure continuous provision of quality service to the HCSO. In the determination of the evidence of responsibility and ability to perform the contract by the Bidder, the HCSO reserves the right to investigate the financial condition, experience and training records, personnel, equipment, facilities and organization of the Bidder. The HCSO shall determine whether the evidence of responsibility and ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory. The Sheriff reserves the right to reject a Bid when evidence indicates the inability to perform the work specified within the Bid.

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5. E-VERIFY REQUIREMENT:

Pursuant to §448.095, *Fla. Stat.*, the Sheriff requires the Awarded Supplier(s), and any and all subcontractors, if permitted by agreement, to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If the Awarded Supplier(s) enters into a contract with a subcontractor, the subcontractor must provide the Awarded Supplier(s) with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awarded Supplier(s) shall maintain a copy of such affidavit for the duration of the contract. If the Sheriff has a good faith belief that the Awarded Supplier(s) has knowingly violated §448.09(1), *Fla. Stat.*, the contract will be terminated. If the Sheriff has a good faith belief that a subcontractor knowingly violated this subsection, but the Awarded Supplier(s) otherwise complied with this subsection, the Sheriff will promptly notify the Awarded Supplier(s) and order the Awarded Supplier(s) to immediately terminate the contract with the subcontractor. Termination of any and all contracts and/or sub-contracts as provided above, does not constitute a breach of contract and may not be considered as such. If the Sheriff terminates a contract with an Awarded Supplier(s) as provided above, the Awarded Supplier(s) may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The Awarded Supplier(s) is liable for any additional costs incurred by the Sheriff as a result of the termination of a contract.

6. SUBCONTRACTING:

The Awarded Supplier(s) may not sublet or subcontract any of the contractual obligations concerning this bid matter except as provided for in the written contract between the HCSO and Awarded Supplier(s). This statement prohibits subcontracting overall management obligations pertaining to the work and requires the Awarded Supplier(s) to retain ultimate liability for all contractual obligations.

7. CERTIFICATE OF INSURANCE:

No Work shall commence in connection with this Contract until the Awarded Supplier(s) and any Subcontractor(s) have met the insurance requirements listed below and obtained approval of such by the HCSO. These policies, obtained at the Contractor's own expense, shall show Chad Chronister, Sheriff, as additional named insured; include the severability of interest provision; provide that all liability coverage required under contract are primary to any liability insurance carried or any self-insured programs of the Sheriff; and shall be maintained throughout the life of this Contract. All insurance policies shall be with insurers qualified and doing business in the state of Florida. The HCSO must be notified within sixty calendar days of cancellation, non-renewal, or change in the insurance coverage.

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A. Worker's Compensation Insurance:

Worker's Compensation Insurance must meet statutory minimum requirements for all employees connected with the Work of this project and in case any Work is sublet, the Awarded Supplier(s) shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Awarded Supplier(s). Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous Work under this Contract at the site of the project is not protected under the Worker's Compensation statute, the Awarded Supplier(s) shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the HCSO for the protection of their employees not otherwise protected. The minimum amounts required are as follows:

- i. Employer's Liability: \$100,000 Limit each Accident
 \$500,000 Limit each Aggregate
 \$100,000 Limit Disease each employee

B. Contractors Public Liability and Property Damage Insurance: Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance which shall protect the Contractor from claims for damage and personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor shall be the minimum limits as follows:

- i. Comprehensive General - \$300,000 bodily injury and property damage combined single limit
- ii. Automobile: \$300,000 bodily injury and property damage combined single limit

C. Professional Liability Insurance: Professional Liability Insurance shall meet the following minimum amounts:

- i. \$500,000 per occurrence; and
- ii. \$1,000,000 aggregate

D. Comprehensive Insurance Coverage: Comprehensive General Liability and Automobile Liability Insurance which shall protect the Contractor from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor. The minimum amounts of such insurance shall be as follows:

- i. Commercial/Comprehensive General Liability:

Bodily Injury	\$300,000 per person per occurrence
Property Damage	\$300,000 per occurrence

Automobile Liability \$300,000 combined single limit bodily injury and property damage

8. MANUFACTURER'S NAME:

Any manufacturers' names, trade names, brand name information, and/or catalog numbers when furnished are for the purpose of description, reference, and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by the HCSO and such determination shall be final and binding upon all Proposers. The HCSO will not allow substitutions to the brand name, model number or the configuration of the requested equipment or service unless authorized in writing. All items not specifically mentioned but which are standard factory items shall be included. Manufacturer's specification sheets shall be furnished upon request.

9. CONFLICT OF INTEREST:

The Bidder agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, *Fla. Stat.*, regarding standards of conduct for public officers, employees of agencies, and local government attorneys.

A. No HCSO employee acting in an official capacity, as a purchasing agent, or public officer, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for HCSO from any business entity of which the officer, partner, director, or proprietor, or in which such officer or employee or the officer's or employee's spouse or child, or any combination thereof, has a material (>5%) interest. An officer or employee is also prohibited from having an employment or contractual relationship that creates a continuing or recurring conflict between their private interest and the performance of their HCSO public duties.

10. AWARD:

Award shall be made to the most responsive Bid and responsible Bidder meeting specifications, price and other factors considered. Award may be made to more than one (1) Bidder to ensure that Work is completed in a timely manner.

A. Award will be dependent upon the determination that the Bids are responsive, Bidders are responsible, evaluation criteria stated in the Bid document and any other evaluation criteria deemed relevant and beneficial. Bids and Bidders determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation. Tabulation of the Bid prices and Bidder rankings, if applicable, will be published at the time of Award.

B. Notification of Award will be sent to the Bidder receiving the Award. Bid results will be published on the HCSO website: <https://TeamHCSO.com/Purchasing>.

11. BID OPENING:

The Bid Opening will *not* be open to the public. Bids will be received until the time and date listed herein and will be read aloud immediately thereafter at the "Place" indicated. A video recording of the Bid opening will then be posted to the HCSO website <https://TeamHCSO.com/Purchasing>.

- A. Bids must be received by the HCSO Purchasing Section no later than the time and date shown within this Bid document. Bidders mailing their Bid Packages should allow for normal mail time to ensure receipt by HCSO prior to the time and date fixed for the acceptance of the bids. Bids or unsolicited amendments to bids, received by the HCSO after the acceptance date will not be considered.
- B. The HCSO reserves the right to postpone the date for receipt and opening of bids or other deadlines and will make a reasonable effort to give at least five (5) calendar days' notice of any such postponement to each prospective Bidder.
- C. It is understood and agreed upon by the Bidder in submitting a Bid Package that the HCSO has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number of Bids received; competitive technical information; competitive price information; and the HCSO evaluation concerns about competing Bids. Information released after award is subject to the disclosure requirements of the Chapter 119, *Fla. Stat.* Bidders are enjoined from discussing or disclosing the content of any Bid with competing Bidders during the evaluation and negotiation process.

12. ACCEPTANCE AND REJECTION:

The HCSO reserves the right to reject any or all Bids, for cause, to waive irregularities, if any, and to accept the Bid (or Bids) which, in the judgment of the Sheriff, are in the best interest of the HCSO. The HCSO reserves the right to evaluate, add, and/or reject any items from any Bid options or resulting contract(s) when deemed to be in the best interest of the HCSO.

13. CONTRACT PERIOD:

The Contract shall be effective for two (2) years from the date of award with optional renewals for up to three (3) additional one (1) year periods. The Term of this contract and each renewal thereof shall automatically be renewed for successive periods of one (1) year each, unless either the HCSO or the supplier shall give notice of his or its intention not to renew not less than three (3) months before the end of the then-current Term.

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14. ESCALATION/DE-ESCALATION:

The HCSO will allow an escalation/de-escalation provision in this solicitation. The prices set herein shall have the opportunity to be adjusted during the renewal period for each term of the contract. The Awarded supplier(s) must notify the HCSO's Financial Services Division of the price escalation/de-escalation request a minimum of 30, but no more than 60, calendar days prior to the end of each one (1) year period for which the solicitation was awarded for it to be considered. The price escalation request must be due to a factor beyond the control of the bidder and can be no more than the percentage of increase passed through to the vendor by the manufacturer. At the time of request, Bidder must furnish written substantiation of increase by its supplier/manufacturer to the HCSO. Said substantiation shall be in the form of invoices, receipts and/or other appropriate documentation showing costs in effect at the time of the solicitation proposal versus cost in effect at the time of the request for price escalation. Any price increase must be substantiated to the satisfaction of the HCSO and shall only be effective upon acceptance by HCSO in writing.

A price escalation request outside of the renewal process may be accepted. These requests must reference/cite any source materials used to form the basis of the proposed justification but must not include historical information prior to the initial contract term. The HCSO will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators, or sources and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the request is in the HCSO's best interest. The HCSO reserves the right to negotiate, accept or reject the request, or terminate and re-solicit the contract.

15. ADDITION/DELETION:

The HCSO reserves the right to add or delete any items or services from this ITB or resulting Contract(s) when deemed to be in the best interest of the HCSO. Any additions or deletions to the ITB will be considered amendments. Any additions or deletions to the Contract will constitute a Change Order and must be executed in writing and approved by the CFO. The Change Order will consist of a memo to the CFO describing the justification for the change accompanied by the Supplier's written, fixed price quote for each change to be added. If approved by the CFO, the item or service description and price change will be added to the Contract and recorded on the original tabulation/price sheet. Purchase Orders and billing will be adjusted accordingly, pro-rated if necessary to the agreed start date.

16. CANCELATION:

When deemed to be in the best interest of the HCSO, any contract(s) resulting from this Bid may be canceled by the following means:

- A. 10 calendar days' written notice with cause, or;
- B. 30 calendar days' written notice without cause.

If it becomes necessary to terminate the Contract without cause, all items and/or materials provided through the date of receipt of written notice of cancelation may be invoiced to the HCSO, and will be considered for payment providing documentation of said expenses are forwarded with the request for payment. An award may be made to the next best responsive Bid and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated.

17. ASSIGNMENT:

The Awarded Supplier(s) will not assign, transfer, convey, or otherwise dispose of this contract or any part thereof, or of its right title or interest therein or its power to execute this contract or any amendment or modification hereto, to any other person, company or corporation, without prior written consent of the HCSO. Sale of a majority of corporate stocks, filing for bankruptcy or reorganization shall be considered an assignment.

18. DEFAULT:

The Contract may be canceled or nullified by the HCSO's CFO in whole, or in part, by written notice of default to the Awarded Supplier(s) upon non-performance or violation of Contract terms. An award may be made to the next best responsive Bid and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Awarded Supplier(s) to deliver materials, or items within the time stipulated in this Bid, unless extended in writing by the Financial Services Division, shall constitute Contract default. Awarded Supplier(s) who default on contracts may be removed from the HCSO Supplier List and determined ineligible for future contracts at the discretion of the CFO.

19. NEXT BEST BIDDER:

In the event of a default by the Awarded Supplier(s), or cancelation by HCSO, the HCSO reserves the right to utilize the next best responsive Bid and responsible Bidder. In the event of this occurrence, the new Awarded Supplier(s) shall be required to provide the Bid items at the prices as contained in their BID RESPONSE (PART D), for the remainder of the award period.

20. DELIVERY:

Product(s) ordered shall be delivered in accordance with estimated time for delivery identified in BID RESPONSE (PART D), if indicated. Failure to do so shall be considered a breach of Contract or default and the HCSO may utilize its options as stated herein.

A. Any backordered product(s) shall be made available within ten (10) calendar days of the time of backorder (original date of receipt). If the backorder cannot be filled within the time frame of this requirement, the HCSO shall be notified, in writing, thus permitting the HCSO to obtain the required materials/items and/or exercise its options as stated herein.

21. EMERGENCY:

If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this Contract and procure the item(s) from the most available source.

22. INVOICING AND PAYMENTS:

The Supplier shall invoice the HCSO for Work completed. All invoices must have a unique invoice number. As applicable, each invoice shall include, but not be limited to, site location of Work completed, description of Work completed, indicate all Work meets state and local codes, supplies, parts and equipment costs plus percentage markup (cost + percentage markup), labor hours listed by labor type labor rate, labor total (labor hours x labor rate). The Supplier's parts cost must be readily available to the HCSO for review.

A. Invoices shall be e-mailed to AccountsPayable@TeamHCSO.com.

B. Automated Clearing House (ACH) and HCSO Purchasing Card are the accepted methods of payment; please inquire at (813) 247-8276 or AccountsPayable@TeamHCSO.com.

C. Payment shall be made in accordance with Chapter 218, Part VII, Florida Statutes, which states the Supplier's rights and the HCSO's responsibilities concerning interest penalties and time limits for payment of invoices. Timely payment of invoices is incumbent upon the HCSO and in no case shall payment exceed 45 calendar days from date of receipt of a properly approved application/invoice.

23. EXCEPTIONS TO BID:

All Bid Responses must clearly state with specific detail all deviations to the requirements imposed upon the Bid by the GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C). Such deviations should be stated upon the BID RESPONSE (PART D) or appended thereto. Bidders are hereby advised that the HCSO will only consider Bid Responses that meet the specifications and other requirements imposed upon them by this Bid. In instances where an exception is stated upon the BID RESPONSE (PART D), said Bid Response may be subject to rejection by the HCSO in recognition of the fact that said Bid Response does not meet the exact requirements imposed upon the Bidder by the GENERAL TERMS AND CONDITIONS (PART A) SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C).

24. GOVERNMENTAL PURCHASING COUNCILS:

All bids received shall be considered as bids to all members of the Hillsborough County and Tampa Bay Area Government Purchasing Councils. Said members may, at their discretion, utilize this Bid as required.

END OF SECTION

PART C - SPECIFICATIONS1. **IN GENERAL:**

HCSO is requesting solid waste and recycling services at HCSO facilities located throughout Hillsborough County. The requested services will be utilized year-round and will include solid waste storage, compacting, and removal. Solid waste designation per container may vary e.g., Mixed Load, Construction Debris, Recycling. Each location may have differing needs and shall be addressed individually.

2. **ESTIMATED USAGE:**

The estimated annual expenditure for services under this contract is approximately \$180,000. The estimated annual expenditure is not a guarantee of services.

3. **CONTAINER SIZES:**

A. 6 Yard Dumpster(s)

B. 8 Yard Dumpster(s)

C. 36 Yard Compactor(s)

4. **SPECIFICATIONS AND SCOPE OF WORK:**

The requirements of this Bid include provision of containers, collection, and proper disposal of waste and recyclables for HCSO locations throughout Hillsborough County as required. Current locations are listed in Exhibit A, *Hillsborough County Sheriff's Office Service Sites*.

A. Contractor will provide the following services:

- i. Container placement and removal services for solid waste and recycling on a schedule designated by each location.
- ii. Placement and removal services for Compactors.

B. Contractor will provide all necessary labor, tools, collection vehicles, containers, container maintenance and/or modifications as needed, materials and incidentals necessary to perform these services as specified.

- i. Any container that becomes unfit for solid waste storage, or loses its protection against vermin, shall be replaced at no cost to the HCSO.
- ii. Services shall be provided as needed and as requested by the HCSO within a timely manner, whereas HCSO will attempt to provide adequate lead time for requests.
- iii. Contractor shall deliver all solid waste to a county-designated disposal site.

- C. Upon collection, the Contractor shall hold title and ownership of recyclables. Contractor shall deliver all recyclables collected to a permitted material recovery facility. Contractor is entitled to all proceeds resulting from the sale of the recyclables collected hereunder and is responsible for all processing costs. Contractor may use third-party processors and agents to process, market, and/or sell the recyclables collected.
- D. Contractor shall furnish sufficient qualified personnel to perform the services specified in a timely manner. Contractor shall ensure that its employees, agents, and representatives are properly trained, have the proper licenses, and are instructed in those safety practices appropriate for performance of the Contractor's responsibilities.
- E. Contractor shall designate, and maintain, a person to act as its Service Manager for this Bid and shall provide the HCSO with the relevant contact information. The Service Manager shall be the Contractor's primary liaison with the HCSO. Any change in Service Manager should be made apparent to the Buyer listed herein, immediately.
- F. It shall be the responsibility of the Contractor to pay all costs incurred from a cleanup associated with an environmental hazard created by way of release, spill, leak, or other means of contamination caused by accident or negligence.
- G. Contractor shall be solely responsible for any and all damages to private property and to HCSO property resulting from the Contractor's performance. Contractor shall correct all such damages in a timely manner and at no charge to the HCSO. Contractor shall immediately report all such damages to the HCSO. Communication shall include any injuries to the public or HCSO personnel resulting from such performance.

5. FACILITY REQUIREMENTS:

Services shall be provided to various HCSO Service Site locations throughout Hillsborough County. A list of current Service Sites and existing services are identified in Exhibit A, *Hillsborough County Sheriff's Office Service Sites*.

- A. Some Service Sites may require an escort for the Contractor while on secured grounds.
- B. Some Service Sites may require advanced notice to allow for entry.
- C. Service Sites will have a Point of Contact with which to schedule service as necessary.

6. TRANSITION PLAN:

- A. Transition Plan - Within 10 business days from the award date, Contractor shall provide a schedule and plan for delivering containers to currently supported sites as identified in Exhibit A, *Hillsborough County Sheriff's Office Service Sites* and preparing to initiate services on the commencement date of October 1, 2023. The transition plan is subject to approval by HCSO.

- B. Initiation of Service - Contractor shall deliver the type and size containers to all service sites identified in Exhibit A, *Hillsborough County Sheriff's Office Service Sites* in accordance with the approved transition plan. Contractor shall coordinate and work cooperatively with the owner of any container previously serving each service site to ensure that the HCSO does not experience any service disruption of any nature. If such owner fails to cooperate with Contractor and remove its container within five (5) business days of the commencement date, Contractor may relocate that owner's container to another location at the service site as approved by HCSO.
- C. Conclusion of Services - Within five (5) business days following the expiration of this Bid, the Contractor shall remove all containers located at each service site. Timely removal of any container within said five (5) day period shall entitle the Contractor to compensation for disposal of the solid waste in each container in the same manner as its prior collections. The Contractor shall coordinate any such removal with the newly awarded Contractor.

7. SERVICES:

- A. Services in general are to be provided by the Contractor as outlined in the Scope of Work.
- B. Service Changes - Contractor shall complete requests from HCSO for any of the following changes in the service level at any HCSO service site within five (5) business days of the receipt of each request:
 - i. A change in the collection frequency or size for any container.
 - ii. The delivery of a new or additional container to a service site.
 - iii. The removal of a container no longer required for a service site.
- C. Upon notification from the HCSO of a failure to service a container as scheduled, the Contractor shall collect the solid waste or recyclables from that container no later than the next business day following its receipt of such notice.
- D. The HCSO reserves the right to obtain similar services from another Franchise Collector during an emergency or disaster in the event the HCSO's demand for collection service exceeds the Contractor's capacity to timely perform such services.
- E. **Any foreseeable additional charges which could be attributed to the HCSO shall be stipulated in the Part D Bid Response, paragraph 2 Pricing, item B – 'Any Additional Charges' to be considered for payment.**

8. INVOICING:

In addition to Part A, Paragraph 22, Invoicing and Payment – All invoices must include a Service Description verifiable from Pricing Matrix, Address Location, HCSO Point of Contact, and Account Number as applicable. All invoices charging a tonnage fee must be accompanied by a receipt from the appropriate County Waste Disposal Facility.

9. SERVICE POINT OF CONTACT:

Coordination of services by supplier to the HCSO should be provided by a singular point of contact.

10. COURTESY SERVICE:

In an effort to maintain fair and equal participation the HCSO discloses that it does not currently pay a fee for the following incidentals of service:

- Drop Off / Delivery of container
- Relocation of existing container
- Removal of existing container
- Exchange of damaged container
- Service attempt inhibited by no fault of the HCSO

END OF SECTION

PART D - BID RESPONSE

The undersigned understands that this Bid Package **must be signed in ink** and that an **unsigned** Bid Package will be considered nonresponsive and subject to rejection by HCSO. **The undersigned must be an Officer of the Company, or a designated agent empowered to bind the Company in Contract.**

SUBJECT TO DEVIATIONS STATED BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE BIDDER ACCEPTS THE TERMS, CONDITIONS, PROVISIONS, MANDATES, AND OTHER CONDITIONS OF THE FOREGOING GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) AND SPECIFICATIONS (PART C), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID BIDDER MAKES THIS BID.

* * USE INK ONLY * * *

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS BID PACKAGE TO BE CONSIDERED BY THE HCSO

EXCEPTIONS TO BID: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS BID PACKAGE TO BE REJECTED BY THE HCSO. **ALL BIDDERS SHOULD CAREFULLY READ PARAGRAPH 22 OF THE SPECIAL PROVISIONS (PART B).**

1. EXCEPTIONS:

The following represents every deviation (itemized by number) to the foregoing GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C) upon which this Bid Package is based, to wit:

2. PRICING:

The undersigned has carefully examined the Bid Package and all conditions affecting the cost of the item(s) required by the HCSO.

A. The undersigned certifies that any exceptions to the Bid specifications are noted in the BID RESPONSE, *Exceptions* (PART D, Paragraph 1). All specifications not noted thereon are as requested. The undersigned also understands that any exceptions presented after the award may be cause for cancelation of award.

B. We hereby propose to furnish the below described service or commodity in accordance with the Bid Package, except as noted on attached Exceptions Form:

Description	A. Recycling Dumpster	B. 6 YD Dumpster	C. 8 YD Dumpster	D. 36 YD Compactor
Item No.:				
Delivery ARO: (days/hours)				
Approximate Dimension:				
Scheduled Pickup Fee:				
Unscheduled Pickup Fee:				
Overage Fee:				
Any Additional Charges: *See Part C(7)(E)				
<i>Relocation</i>				
<i>Removal</i>				
<i>Exchange</i>				
<i>Service Attempt</i>				
<i>Drop Off / Delivery</i>				

3. SUPPLIER ORDER INSTRUCTIONS:

Describe the preferred method of contact to request service. (Print the information below):

Contact Name & Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Office: _____ Mobile: _____

Email: _____

Company Website: _____

Preferred Method of Contact for Ordering Service: _____

4. BID CONTACT INFORMATION:

Provide the contact information for the authorized individual submitting this BID RESPONSE able to respond to any questions or clarifications. (Please print the information below):

Company Name: _____

Contact Name & Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Office: _____ Mobile: _____ Fax: _____

Email: _____

Describe the preferred method of contact for questions regarding this bid submission: _____

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SIGNATURE OF AFFIRMATION AND DECLARATION

At this present time, we understand all requirements and warrant that as a serious Bidder we will comply with all the stipulations included in the Bid Package. The undersigned must be an Officer of the Company, or a designated agent empowered to bind the Company in Contract.

The below named Bidder affirms and declares:

That Bidder is of lawful age and that no other person, firm, or corporation has any interest in this Bid offered to be entered into;

That this Bid is made without any understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud;

That the Bidder is not in arrears to Hillsborough County or the HCSO upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the HCSO;

That no officer, employee, or person whose salary is payable in whole, or in part, from HCSO, is, shall be, or become interested, directly or indirectly, surety or otherwise in this Bid Response; in the performance of the Contract; in the supplies, materials, equipment, and Work or labor to which they relate; or in any portion of the profits thereof.

The undersigned agrees that this Bid shall remain open for 60 days following the opening of Bids per General Terms and Conditions (PART A) paragraph 4, *Time for Consideration*.

Respectfully submitted by,

Company Name

Company Officer Name (Printed) Date

Company Officer Signature Date

END OF SECTION

BID CHECKLIST**Company Name:** _____

To ensure that the most responses can be considered, this checklist has been included to encourage maximum responsiveness. All responses deemed to be responsive from responsible parties will be considered for award.

Responsive submissions will have, at a minimum, the below criteria met.

- All dates, times, meetings and deadlines are met.
- ONE (1) ORIGINAL completed copy of the entire Bid Package.
- ONE (1) Electronic copy
- SIGNATURES required PARTS A and D.
- Any Addenda or Amendments (Signatures required).
- Completed Part D *Bid Response*
- APPENDIX I – Completed *Supplier Packet* to include completed Supplier Application, W9, Direct Deposit/Automated Clearing House (ACH) and Business Tax Receipt or other government issued business license. **Referencing documentation HCSO may have on file will not be considered responsive to this requirement.**
- Packaging Label provided is used on appropriately sealed submissions.

Responsible parties should meet, at a minimum, the below criteria.

- Form W9 provided in the supplier packet verifies with the IRS TIN Matching application;
- Supplier is not listed on the Florida Convicted or Suspended Vendor List;
- Supplier is not on the Federal Excluded Parties List;
- Supplier is registered to do business in the state of Florida.

****Bidders are responsible for providing all required information, documents, and signatures. ****

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PACKAGING LABEL

Use this label which clearly marks the ITB Number and Title and return to the specified address no later than the proposal due date and time.

URGENT – SEALED SUBMITTAL PACKAGE ENCLOSED

HILLSBOROUGH COUNTY SHERIFF'S OFFICE
SHERIFF'S OPERATIONS CENTER
ATTN: FINANCIAL SERVICES DIVISION –
PURCHASING SECTION
2008 EAST 8TH AVE
TAMPA FL 33605

ITB PACKAGE SUBMITTAL

From: _____

BID # 2023-021

Solid Waste & Recycling Services

OPENING DATE/TIME:
October 30, 2023 @ 3:00 PM EST

URGENT

URGENT

STATEMENT OF NO PARTICIPATION

If, for any reason, you are unable or unwilling to respond at this time, please complete the following and return by e-mail to the Buyer listed herein, or by fax at (813) 242-1826. Your choices or comments below will assist us in properly notifying you of future opportunities.

We, the undersigned, have declined to respond to ITB 2023-021 for the following reason(s):

SPECIFICATIONS

NATURE OF AWARD

(Please provide explanations below)

- Specifications are too ‘tight’ (i.e., limited to one brand or manufacturer)
- Unable to meet specifications
- Specifications are unclear

- Insufficient time was provided for response
- Product or an equivalent is not offered
- Other

We request to:

- _____ remain on HCSO’s list for future solicitations in this service category.
- _____ be removed from HCSO’s list for future solicitations in this service category.

Company Name

Company Officer Name (Printed) Date

Company Officer Signature Date

EXHIBIT AHillsborough County Sheriff's Office Service Sites
as of September 2023

<u>SITE NAME</u>	<u>SITE ADDRESS</u>	<u>EQUIPMENT</u>	<u>QUANTITY ON SITE</u>	<u>FREQUENCY PER WEEK</u>	<u>MATERIAL</u>
Aviation	5808 Wilkins Road Tampa 33610	6 yd Dumpster	1	1	SOLID WASTE
Bomb Squad	5808 Harney Road Tampa 33610	6 yd Dumpster	1	1	SOLID WASTE
District I	14102 N. 20th Street Tampa 33613	6 yd Dumpster	1	2	SOLID WASTE
District II	2310 N. Falkenburg Road Tampa 33619	6 yd Dumpster	2	2	SOLID WASTE
District III	7202 Gunn Highway Tampa 33625	6 yd Dumpster	1	1	SOLID WASTE
District IV	508 33rd Street SE Ruskin 33570	6 yd Dumpster	1	2	SOLID WASTE
District V	10126 Windhorst Road Tampa 33619	6 yd Dumpster	1	1	SOLID WASTE
District V	10126 Windhorst Road Tampa 33619	6 yd Dumpster	1	2	SOLID WASTE
District V	10126 Windhorst Road Tampa 33619	6 yd Dumpster	2	1	RECYCLE
Falkenburg Jail	520 N. Falkenburg Road Tampa 33619	6 yd Dumpster	2	1	RECYCLE
Falkenburg Jail	520 N. Falkenburg Road Tampa 33619	36 yd Self Contained Compactor	3	3	SOLID WASTE
Fleet/Radio Services	2210 N. Falkenburg Road Tampa 33619	8 yd Dumpster	2	5	SOLID WASTE
OHWC	9550 E. Columbus Drive Tampa 33619	6 yd Dumpster	1	1	SOLID WASTE
Pinebrooke 1	1501 N. Falkenburg Road Tampa 33619	6 yd Dumpster	1	1	RECYCLE
Pinebrooke 1	1501 N. Falkenburg Road Tampa 33619	8 yd Dumpster	1	2	SOLID WASTE
Pinebrooke 1 SID	1501 N. Falkenburg Road Tampa 33619	6 yd Dumpster	2	1	SOLID WASTE
Pinebrooke 1 Training	1409 N. Falkenburg Road Tampa 33619	8 yd Dumpster	1	2	SOLID WASTE
Pinebrooke 4 CID	1238 Tech Boulevard Tampa 33619	6 yd Dumpster	1	1	SOLID WASTE
Town & Country Community Substation	7519 W. Waters Avenue Tampa 33615	6 yd Dumpster	1	1	SOLID WASTE
Uniform Supply	3310 S. 78th Street Tampa 33615	6 yd Dumpster	1	1	SOLID WASTE
WCHPTS	14063 S County Road 39 Lithia 33547	6 yd Dumpster	6	1	SOLID WASTE

Pease note that this list is subject to addition/deletion per Part B *Special Provisions*, paragraph 15.